



City of Chicago



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Meeting Date: 5/23/2022

Sponsor(s): Lightfoot (Mayor)

Type: Ordinance

Title: Ground Lease agreement with Illinois Bell Telephone Company LLC at Chicago O'Hare International Airport for replacement of copper lines with fiber optic lines for offsite service to the airport with planned alteration/demolition of tenant's Telephone Exchange Building on existing airport property

Committee(s) Assignment: Committee on Aviation

AVIA



OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

May 23, 2022

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 ground lease agreement with Illinois Bell Telephone Company LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours

A handwritten signature in black ink that reads "Lori E. Lightfoot".

Mayor

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of local government as defined in Article VII, §6(a) of the Illinois Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City owns and operates Chicago O'Hare International Airport ("Airport") and is vested with the authority to make provisions for the needs of aviation, commerce, shipping, and travel in, to and around the Airport to promote and develop the Airport, and in the exercise of such power, to enter into any lease of City-owned properties in the Airport area, upon such terms and conditions as the corporate authorities of the City shall prescribe; and

WHEREAS, the City is advancing planning and development of the O'Hare 21 capital improvement program ("O'Hare 21"), which includes a series of improvements to the Airport to meet projected air transportation demand including new expanded terminal and gate facilities and employee parking; and

WHEREAS, Illinois Bell Telephone Company, LLC, an Illinois limited liability company organized and existing under and by virtue of the laws of the State of Illinois ("Illinois Bell"), entered into a ground lease with the City on May 26, 1961 whereby Illinois Bell leased from the City approximately forty-five thousand six hundred and fifty-seven (45,657) square feet of land space on Airport property (the "Original Premises") for Illinois Bell's construction of a building used solely by Illinois Bell as a central office from which Illinois Bell provides communications services to the Airport, its tenants and the public (the "Telephone Exchange Building"); and

WHEREAS, the City has plans to improve the Airport, including terminal construction and other improvements being constructed in connection with the O'Hare 21 and the O'Hare International Airline Use and Lease Agreements authorized by the City Council of Chicago on March 28, 2018, including but not limited to expansion of Terminal 3 with additional gates, which shall extend into the Original Premises (the "Gate Expansion Project"); and

WHEREAS, the City has determined in accordance with those plans, that to accommodate the Gate Expansion Project, Illinois Bell will be required to discontinue operations from the Telephone Exchange Building and remove and demolish all infrastructure and improvements on the Airport land area occupied by the Telephone Exchange Building and leased by Illinois Bell (the "Premises"); and

WHEREAS, the Chicago Department of Aviation ("CDA") has determined that it is in the City's best interests to enter into a new ground lease with Illinois Bell for the lease (City as landlord) of a certain portion of the Airport (the "Land") pursuant to the terms and conditions set forth in a ground lease substantially in the form of **Exhibit A** attached hereto and made a part hereof (the "Lease"), to clearly define the respective rights and responsibilities of the City and Illinois Bell, respectively, as the operations from the Telephone and Exchange Building are discontinued and all infrastructure and improvements on the Land are removed and demolished to accommodate the Gate Expansion Project; and

WHEREAS, as consideration for the City's lease of the Land, Illinois Bell shall (a) pay to the City the annual base rent of \$2.25 per square foot per year in twelve equal monthly installments, which shall be calculated based on the square footage of the Land in Illinois Bell's possession pursuant to the terms and conditions of the Lease; and in consideration of all other

mutual covenants and agreements contained in the Lease, and other good and valuable consideration; *now, therefore,*

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The City's conveyance of a leasehold interest in the Land to AT&T in consideration of the recitals above, and and pursuant to the terms and conditions of the Lease, is hereby approved.

SECTION 3. The Commissioner of the Chicago Department of Aviation or any successor ("Commissioner"), or a designee of the Commissioner, is hereby authorized, subject to approval by the Corporation Counsel, to enter into the Lease, with such changes as the Commissioner, subject to approval by the Corporation Counsel, may deem necessary, and to execute such other agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Lease.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

Attachment: Exhibit A Form of Ground Lease and Accompanying Exhibits

GROUND LEASE

between

CITY OF CHICAGO

and

ILLINOIS BELL TELEPHONE COMPANY, LLC

at

CHICAGO O'HARE INTERNATIONAL AIRPORT

For

TENANT'S TELEPHONE EXCHANGE BUILDING

Dated as of _____

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EXHIBITS

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Exhibit A-2 – Site Plan: Returned Premises

Exhibit A-3 – Site Plan: Land and Premises Pre-Tank Removal

Exhibit A-3 – Site Plan: Land and Premises Post-Tank Removal

Exhibit B – Permitted Exceptions

Exhibit C – Special Conditions Regarding Minority Owned Business Enterprise Commitment and Women Owned Business Enterprise Commitment in Construction Contracts.

Exhibit D – Structural Controls

Exhibit E - Maintenance of Operations Plan

GROUND LEASE

This ground lease (the “**Lease**” or “**Agreement**”) is entered into as of this ____ day of _____, 2022, (the “**Effective Date**”) by and between the **CITY OF CHICAGO**, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois (the “**City**”), and **ILLINOIS BELL TELEPHONE COMPANY, LLC**, an Illinois limited liability company organized and existing under and by virtue of the laws of the State of Illinois (the “**Tenant**”).

RECITALS:

1. The City owns and operates that certain airport located within the City and commonly known as Chicago O’Hare International Airport (the “**Airport**”).

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

3. The City and Tenant have heretofore been parties to that certain ground lease agreement dated May 26, 1961, an amendment to the lease dated June 26, 1986 and a letter dated March 26, 2013 (collectively, the “**Original Lease**”), whereby the City leased to Tenant, and Tenant leased from the City, a portion of the Airport property consisting of approximately forty-five thousand six hundred and fifty-seven (45,657) square feet of land space as outlined and identified as the “Original Premises” on the site plan attached hereto **Exhibit A-1 Site Plan: Original Premises** (the “**Original Premises**”) for Tenant’s construction of a building used solely by Tenant as a central office (the “**Telephone Exchange Building**”) from which Tenant supplies communications services to the Airport, its tenants and the public while at the Airport, including but not limited to emergency communication services for the City and communication services essential for the safe operation of the Airport (the “**Airport Communications Services**”) on the terms and conditions set forth therein.

4. The Original Lease expired on January 1, 1999 and has continued on a month-to-month term since that time. Among other matters, the Original Lease obligates Tenant, upon demand by the City following termination by lapse of time or otherwise, to promptly remove all or such part of any building or improvement constructed on the Original Premises, including without limitation the Telephone Exchange Building, and to leave the Original Premises in a safe, sanitary and sightly condition and without interference with Airport operations.

5. The City has plans to improve the Airport, including terminal construction and other improvements being constructed in connection with the Terminal Area Plan and the O’Hare International Airline Use and Lease Agreements authorized by the City Council of Chicago on March 28, 2018, including but not limited to expansion of Terminal 3 with additional gates (the “**Gate Expansion Project**”), which shall extend into an area currently within the Original Premises and in close proximity to the Premises (as defined hereinafter) Therefore, the City has

determined in accordance with those plans, that during the Term of this Lease, the Tenant will be required to discontinue operations from the Telephone Exchange Building and remove and demolish all infrastructure and improvements on the Land (as defined hereinafter).

6. In order to discontinue the Airport Communication Services from the Telephone Exchange Building, during the Term of this Lease, Tenant is in the process of installing a new cable network throughout the Airport to allow the services from the Telephone Exchange Building to be relocated to other existing central offices operated by Tenant outside the Airport property. Once the cable network is complete, Tenant is pushing fiber further into the Airport, allowing customers to be moved from copper-based services to fiber-based services. As part of this process, customer lines will be transitioned or removed from the Telephone Exchange Building (“**Transfer of Services**”).

7. The City and Tenant agree that each will work in good faith to ensure that the Transfer of Services and Tenant’s surrender of the Premises in accordance herewith may be accomplished in a timely fashion so as to avoid undue delay to the City’s plans to improve the Airport, including terminal construction and improvements being constructed in connection therewith, but also in manner that will not cause a material interruption or diminution in communication services to the Airport.

8. The City and Tenant acknowledge that this Lease applies to Tenant’s rights in and to the Premises only and does not extend to Tenant’s or its affiliates’ communications equipment such as cables, wires, above and below ground transmission equipment, data, video, and information systems and lines, circuits, conduits, electronic equipment manholes, handholes, cable risers, connector terminals, repeaters, dishes, antennas, testing terminals, route markers, service boxes, pedestals, terminal equipment cabinets, electrical conductors, and structures with electronic communication equipment, together with such other fixtures and appurtenances thereto, as the same may exist from time to time throughout the other buildings and other areas of the Airport.

9. The Tenant now desires to lease the Land as hereinafter defined, and to accommodate the Tenant’s Transfer of Services from the Premises, the City will lease the Land to the Tenant upon the terms, provisions and conditions provided in this Lease.

10. Pursuant to an Ordinance of the City, adopted _____, 2020, and set forth in the Journal of Proceedings of the City Council of the City at pages _____ through _____, the City has authorized the execution and delivery of this Lease between the City and the Tenant.

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

ARTICLE I

LAND, INFRASTRUCTURE PREMISES

1.1 Original Premises. Returned Premises. Pursuant to the terms of the Original Lease as modified, Tenant leased the Original Premises. The City and Tenant have agreed to reduce the size of the Original Premises by approximately twenty-six thousand nine hundred thirty-eight (26,938) square feet of land space as outlined and identified as the “Returned Premises” on the attached **Exhibit A-2 Site Plan: Returned Premises** (the “Returned Premises”). City hereby accepts the Returned Premises in its current AS IS condition; provided however, Tenant agrees that the survival of Tenant’s indemnifications provided in Article XIII and Section 7.2 of this Lease shall apply to the Returned Premises and Tenant shall continue to be responsible for the environmental remediation of the Returned Premises pursuant to the terms of Article XIII and costs associated with the City’s performance of the Demolition Activities (as hereinafter defined) pursuant to the terms of Paragraph 3.5 and Article XIV.

1.2 Land, Infrastructure and Premises. The City hereby leases to Tenant, and Tenant hereby leases from the City, upon the terms and conditions set forth herein, that certain real property comprising a portion of the Airport and consisting of approximately eighteen thousand seven hundred nineteen (18,719) square feet of land, as further outlined and identified by the “Leased Area” on the attached **Exhibit A-3 Site Plan: Land and Premises Pre-Tank Removal** (the “Land”), subject to the Permitted Exceptions (as hereinafter defined); provided however, the parties agree that the square footage of the Land shall be reduced during the Term to approximately eighteen thousand four hundred forty-nine (18,449) square feet as contemplated by Section 3.4, below, such land, after such reduction, shown as outlined, identified and referred to as the “Leased Land” on the attached **Exhibit A-4 Site Plan: Land and Premises Post-Tank Removal**. Throughout the Term, Tenant shall have the exclusive right to use the Land, including any and all paving, lighting, structures and related improvements located or to-be-located therein and thereon, including the exclusive use of Tenant’s Telephone Exchange Building (collectively, the “Infrastructure”). The Land and the Infrastructure are referred to hereinafter collectively as the Premises (the “Premises”).

1.3 Condition of the Premises. The Tenant acknowledges, understands, covenants and agrees (without any representation or warranty of, or recourse to the City) as of the Effective Date, as follows:

- (a) Tenant is currently in possession of the Premises;
- (b) Except as otherwise expressly set forth herein, the Tenant accepts the Premises in “AS IS” CONDITION, WITH ALL FAULTS, without the benefit of any representation or warranty of, or recourse to, the City;
- (c) the Tenant has inspected the Premises and is aware of the physical and structural condition of the Premises, and the suitability of the Premises for the Tenant’s proposed use thereof, and the Tenant accepts all of the risks relating to the foregoing;
- (d) the Tenant acknowledges that the City has made no representations or warranties regarding the physical or structural condition of the Premises or the suitability of the foregoing for the Tenant’s proposed use of the Premises;

(e) except as otherwise expressly set forth in this Lease, and except for the provision of normal or typical services, such as the provision of water, the maintenance of sewers and delivery of police and fire department services, and snow and ice removal the City shall not be required to construct any improvements, furnish any services or facilities, perform any maintenance or make any repairs or alterations in or to the Premises, or build any infrastructure necessary to service the Premises during the Term of this Lease; and

(f) except for obligations of the City set forth herein, the Tenant hereby assumes the full and sole responsibility for (i) the Telephone Exchange Building; (ii) the condition, repair, maintenance, and demolition of the Telephone Exchange Building; and (iii) compliance with all covenants, conditions and restrictions of record currently encumbering the Premises, provided however, the City acknowledges and agrees that, notwithstanding anything to the contrary herein, Tenant is not required to make any updates or changes to the Telephone Exchange Building during the Term of this Lease, except as required by law for safety and security purposes.

(g) the Tenant assumes all risks relating to compliance of the Premises with all applicable zoning and building codes and such other applicable laws, statutes, ordinances and regulations relating to the Premises and all such applicable covenants, conditions and restrictions of record when constructing, renovating and operating at the Premises; provided however, notwithstanding anything to the contrary herein, the City acknowledges and agrees that Tenant is not required to make any updates or changes to the Telephone Exchange Building during the Term of this Lease, except those required by law for safety or security purposes; provided further, if any updates or changes to the Telephone Exchange Building are required due to the Gate Expansion Project, then the City shall be responsible for such updates or changes as set forth in Paragraph 3.3.

(h) Without limiting the Tenant's acknowledgements, understandings, covenants and agreements set forth in this Section 1.3 above, except for any express representations, warranties or obligations of the City herein; the Tenant understands, acknowledges, covenants and agrees that: (i) THE CITY MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES, WHETHER THE PREMISES ARE SUITABLE FOR THE TENANT'S USES, PURPOSES OR NEEDS OR REGARDING ANY OF THE MATTERS DESCRIBED IN PARAGRAPHS (a) THROUGH (f) OF THIS SECTION 1.3 ABOVE; (ii) THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ENVIRONMENTAL CONDITION OF THE PREMISES; AND (iii) THE TENANT WAIVES ANY AND ALL CLAIMS AGAINST THE CITY AND THE CITY'S REPRESENTATIVES WHICH MAY CURRENTLY EXIST OR WHICH MAY ARISE IN THE FUTURE, AT COMMON LAW, IN EQUITY, OR UNDER STATUTE, NOW, OR AT ANY TIME, IN EFFECT AND RELATING TO THE PHYSICAL CONDITION OF THE PREMISES, PROVIDED HOWEVER, THIS RELEASE DOES NOT APPLY TO DAMAGE TO THE PREMISES AFTER THE EFFECTIVE DATE TO THE EXTENT DIRECTLY CAUSED BY THE WILLFUL ACT OR NEGLIGENCE OF THE CITY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES OR INVITEES.

1.4 Easements and Utilities.

(a) The Tenant's leasing of the Premises shall be subject to any and all easements, licenses, and any exceptions which currently encumber title to the Premises as of the Effective Date as described in Exhibit B Permitted Exceptions of this Lease, provided such easements, licenses and any exceptions do not unreasonably interfere with Tenant's Permitted Uses of the Premises (the "Permitted Exceptions"), and other rights with respect to the Premises now existing or hereafter granted to or vested in any governmental entities or agencies, including, without limitation, the Federal Aviation Administration ("FAA").

(b) The Tenant acknowledges that there may currently exist, and that the City may grant in the future, easements and rights on, over or under the Premises for the benefit of suppliers or owners of utilities that service the Airport, and the Tenant hereby consents to any such utility easements; provided, however that such future easements and rights granted by the City shall not unreasonably interfere with or otherwise disturb Tenant's quiet enjoyment and Permitted Uses of the Premises.

(c) Tenant shall have the right, upon demonstration of need, and coordination with, the City, to tap into utility and sewer infrastructure adjacent to the Premises for the provision of such services at the Premises in accordance with Section 5.4 of this Agreement.

1.5 Access and Parking. Tenant, its officers, directors, employees, patrons, customers, invitees, guests, contractors, agents, and suppliers of materials or furnishers of services shall have the right of ingress to and egress from and to the Premises twenty-four (24) hours per day, seven (7) days per week over Airport roadways, including the use of common use roadways, subject to such non-discriminatory and reasonable rules and regulations as may be established by the City and other governing jurisdictions with respect to such use. The details of operational and logistical requirements for Tenant's continued access to the Premises, including but not limited to parking for at least thirty (30) of Tenant's employees and contractors, emergency vehicle access, and backup generator access, has been negotiated and agreed to between the Parties and is outlined as agreed in the document attached to this Lease as **Exhibit E Maintenance of Operations Plan**. The Parties understand and agree that certain provisions (as noted in the Exhibit) of the Maintenance of Operations Plan may need to be altered or revised during the Term of the Lease due to operational needs at the Airport. Should such changes be necessary, the Commissioner of Aviation (the "**Commissioner**") will submit the revised **Exhibit E** to Tenant for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, and the new **Exhibit E** will replace the existing **Exhibit E** as soon as such approval is granted, and in any case no later than thirty (30) days after such approval is requested by the Commissioner.

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

(a) rights to air or space above the top level of the Infrastructure for purposes of aircraft flyover and passage, and for such other aviation easements as the City may require, including, for the use and benefit of the public, a right of flight for passage of aircraft in the airspace above such Infrastructure on the Premises, which public right shall include the right to cause in said

airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport;

(b) to maintain, replace, repair, alter, construct, or reconstruct existing and future utility, mechanical, electrical, and other systems or portions thereof on the Premises to the extent the City is obligated to do so hereunder or has the right to do so pursuant to another provision of this Lease, including, without limitation, systems for the supply of heat, water, gas, fuel, electricity, and for the furnishing of sprinkler, sewerage, drainage, including all related lines, pipes, mains, wires, conduits, and equipment; provided, however, such work by the City or its tenants shall not reduce the square footage of the Premises unless as otherwise provided for herein, nor shall such work by the City or its tenants unreasonably interfere with Tenant's use of the Premises for the purposes permitted under this Lease, including vehicular access in connection therewith except as contemplated herein, or impair, interrupt or diminish Tenant's systems or facilities located on the Premises. If the City is performing any such activity on the Premises, the City shall provide seven (7) days advance written notice to Tenant (except in the event of an emergency). In the exercise of such rights, the City shall not unreasonably interfere with the business conducted by Tenant in the Premises and shall reasonably restore the Premises upon completion of the work.

(c) to exercise such other rights as may be granted to the City elsewhere in this Lease; including, without limitation, the City's rights in the case of an Event of Default or to cure defaults hereunder;

(d) upon the giving of reasonable notice and at reasonable times (it being understood and agreed that Tenant shall be permitted to have a representative of Tenant accompany the City so long as the City is not delayed, other than to a de minimis extent, entry due to the unavailability of any such Tenant representative), Tenant shall allow the City, and its officials, officers, agents, employees, contractors, professional services firms and invitees, including firms involved in airport construction projects and their service providers or advisors, reasonable access to the Premises for the purpose of examining the same in furtherance of construction planning and coordination with adjacent Airport development; and to modify the locations, points, processes and/or procedures for ingress and egress to and from the Premises, including vehicular access, by re-designating secure areas at the Airport such that the Premises becomes within and/or part of the Aircraft Operations Area (the "AOA"), thus necessitating Tenant's compliance with enhanced security and secure access procedures as further set forth in Sections 17.5 through 17.11 hereinafter, provided any changes are in compliance with the agreement between the parties set for on Exhibit E Maintenance of Operations Plan.

ARTICLE II

TERM

2.1 Term.

(a) The term (the "**Term**") of this Lease shall commence on the Effective Date and end at 11:59 p.m. (CST) on the date Tenant provides written notice to the City that it has completely vacated the Premises and returned the Premises to the City in the condition set forth on **Exhibit E Maintenance of Operations Plan**, and in accordance with Articles XIII and XIV, for demolition

by the City (the “**Termination Date**”), provided, however, that the obligations of the Parties with respect to indemnification, environmental remediation, and demolition, including but not limited to those described in Articles VII, XIII, and XIV, shall survive the termination of the Lease.

(b) Tenant shall use commercially reasonable efforts to completely vacate the Premises and return the Premises to the City in the condition set forth on **Exhibit E Maintenance of Operations Plan**, and in accordance with Articles XIII and XIV, for demolition by the City, as documented by Tenant in a written notice to the City that it has done so, by **June 30, 2024**, (the “**Surrender Date**”) unless extended as set forth below. The City shall make reasonable efforts to coordinate its own circuit transfers in a timely manner in coordination with Tenant and to complete all orders to migrate any remaining City and CDA circuits at the Airport on or before **September 30, 2023** (the “**Migration Date**”), provided, however that the Tenant agrees it shall promptly review and communicate any deficiencies in such orders placed by the City and CDA and release such orders promptly once any deficiencies are corrected. In the event all orders to migrate existing City and CDA circuits at the Airport have not been completed by the Migration Date, then the City and CDA agree that the Surrender Date shall be delayed one day for every day that the City or CDA fail to complete the orders to migrate the remaining City and CDA circuits. In the event access, as defined in Section 1.5 and **Exhibit E Maintenance of Operations Plan**, to the Premises is either materially restricted or denied or an event of Force Majeure causes a delay in the Transfer of Services or causes a delay in Tenant being able to vacate the Telephone Exchange Building on or before the Surrender Date, then the parties agree that the Surrender Date shall be extended one (1) day for every day that access is so restricted or denied or Tenant’s work is so delayed. In the event Tenant wishes to invoke this provision 2.1(b), Tenant shall notify the Commissioner, or his or her designee, in writing, which writing may be by email, of the circumstances it believes constitute such an event within five (5) business days of Tenant’s notification of such event; and the Commissioner, or his or her designee, in his or her reasonable discretion, shall determine whether to approve or deny such extension of the Surrender Date, which approval or denial shall be issued in writing to Tenant within three (3) business days of receipt of Tenant’s notification. In the event that the Tenant disagrees with the Commissioner’s written decision, the Tenant will have three (3) business days to contest the decision.

2.2 Original Lease. For the avoidance of doubt and without the necessity for any further action by the City or the Tenant, the term of the Original Lease shall terminate and expire as of the Effective Date hereof and the Original Lease shall be of no further force or effect from and after the Effective Date hereof.

ARTICLE III

CITY AND TENANT WORK

3.1 No Obligation of the City. Except as expressly provided to the contrary in this Lease including all Exhibits, the City shall not be required to perform any work or construct any improvements, furnish any services or facilities, perform any maintenance, make any repairs or alterations, or perform any environmental remediation or clean-up in or to the Premises, or any portion thereof, at any time during the Term, with the exception of environmental remediation, the need for

which is caused by the willful misconduct or negligence of the City or its employees, agents, contractors, representatives or invitees.

3.2 No Obligation of the Tenant. Except as expressly provided to the contrary in this Lease including all Exhibits, Tenant shall not during the Term be required to construct any improvements or perform any work other than normal maintenance to the Premises.

3.3 Gate Expansion Project Related Modifications. If any updates or changes to the Telephone Exchange Building are required due to the Gate Expansion Project, then the City shall be solely responsible for any and all modifications to the Telephone Exchange Building required by or caused by the Gate Expansion Project, including but not limited to the removal or replacement of any stairwells, windows or doors. Any such changes will be proposed to Tenant by the City and submitted to Tenant in writing for Tenant's review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Both the City and the Tenant shall act in good faith and cooperate with each other and the City's contractors in the performance of such work so that the work may be done expeditiously. City shall perform the work with contractors approved by Tenant, which approval shall not be unreasonably withheld, delayed or conditioned, provided however the City and its contractor agree to abide by and follow all reasonable rules and regulations set by Tenant in order to adequately secure the Tenant's Equipment and with minimal interference to the Airport Communications Services. Should Tenant wish to self-perform any such work, Tenant shall follow the procedures described in Article VI and submit to the City for approval, which approval shall not be unreasonably withheld, conditioned or delayed, proposals for the price of such work. The City shall reimburse the Tenant for any such work it self-performs provided the costs are reasonable and approved by the City in advance, such approval not to be unreasonably withheld, conditioned or delayed.

3.4 Removal and Replacement of Underground Storage Tank and Reduction of Square footage of the Premises. Notwithstanding anything to the contrary herein, the Tenant shall be solely responsible for the removal of the existing 2500 gallon underground fuel storage tank located within the Premises (the "**Existing Tank**") adjacent to the Telephone Exchange Building in approximately the location identified as "TANK" Exhibit A-3 Site Plan: Land and Premises Pre-Tank Removal and for its replacement with an above-ground fuel storage tank (the "**Replacement Tank**"), as well as any environmental remediation to the extent required pursuant to Article XIII. The Tenant agrees to use all reasonable efforts (including all reasonable efforts to procure required permits) to remove the Existing Tank as soon as reasonably practicable, and in any case prior to June 30, 2022 (the "**Tank Removal Date**"), provided, however, that in the event that the necessary approvals and permits for the removal of the Existing Tank and installation of the Replacement Tank have not been issued by February 1, 2022, other than as a result of Tenant's failure to use such reasonable efforts to procure them, then the Tank Removal Date shall be delayed one (1) day for every day the required permit or approval fails to be issued. City agrees to use all reasonable efforts to assist Tenant in obtaining any necessary approvals and permits associated with the Existing Tank removal and installation of the Replacement Tank. The parties further agree that upon completion of the Existing Tank removal and any remediation, if required, and installation of the Replacement Tank, the Tenant shall return a portion of the Land to the City and the square footage of the Land shall be reduced to eighteen thousand four hundred forty-nine (18,449) square feet as outlined and identified as the "Leased Land" on the Exhibit A-4 Site Plan: Land and Premises Post-Tank Removal. Upon the completion of the removal and replacement of the underground storage tank and the resolution of any Leaking Underground Storage Tank ("**LUST**")

incident (the final date of which shall be the “**Tank Removal Completion Date**”), Tenant shall send a letter to the Commissioner notifying the Commissioner of the Tank Removal Completion Date. Following receipt of the letter from Tenant and verification by the City of the Tank Removal Completion Date. City and Tenant agree that the square footage of the Land and the Premises shall be as identified as the “Leased Land” in **Exhibit A-4 Site Plan: Land and Premises Post-Tank Removal** and that Tenant’s Base Rent shall be reduced accordingly as of the Tank Removal Completion Date. If requested by the City, the Tenant agrees that any ground disturbed by the removal of the Existing Tank will be backfilled with stone to grade by the Tenant. The parties agree that from and after the Tank Removal Completion Date the term “Land” as used in this Lease shall refer the “Leased Land” as outlined and identified in **Exhibit A-4 Site Plan: Land and Premises Post-Tank Removal** only and the term “Premises” shall mean the Land and Infrastructure within the area outlined and identified as the “Leased Land” in **Exhibit A-4 Site Plan: Land and Premises Post-Tank Removal**; provided however, Tenant’s indemnifications and obligations set forth in Article XIII and Section 7.2 shall survive with respect to the Land before giving effect to any reduction, the Premises, and the Original Premises.

3.5 **Demolition of Telephone Exchange Building.** Tenant and City agree that the Tenant is solely responsible for all costs associated with the demolition of the Telephone Exchange Building, including but not limited to any and any all costs associated with any environmental remediation and return of the site to grade by backfilling with rock of the Telephone Exchange Building and the Premises, as required by and in compliance with Article XIII and Article XIV below. City and Tenant mutually agree that the demolition of the Telephone Exchange Building will be completed by the City, in accordance with the provisions set forth below in Article XIV and in this Section 3.5 after the date that the Tenant surrenders the Premises to the City in the condition set forth on **Exhibit E Maintenance of Operations Plan**, and in accordance with Article XIV.

ARTICLE IV

RENT

4.1 **Base Rent.** During the Term, Tenant shall pay to the City the annual base rent, (the “**Base Rent**”), in twelve equal monthly installments, which shall be calculated as follows: commencing on the Effective Date, the Base Rent for the Land shall be the square footage of the Land multiplied by \$2.25 per square foot per year for eighteen thousand seven hundred nineteen (18,719) square feet, representing the total square footage of the Land before the Tank Removal Completion Date. From and after the Tank Removal Completion Date, the Base Rent for the Land shall be \$2.25 per square foot per year for eighteen thousand four hundred forty-nine (18,449), representing the reduced square footage of the Land as of the Tank Removal Completion Date, as described in Section 3.4.

4.2 **Additional Rent.** During the Term, Tenant shall also pay, as additional rent, all sums, Impositions, costs, expenses, late charges, and payments of every kind and nature that Tenant in any of the provisions of this Lease assumes or agrees to pay, whether payable initially to the City or a third party pursuant to the terms of this Lease, including but not limited to Holdover Damages (collectively, “**Additional Rent**”). In the event of any non-payment of Rent by Tenant, the City shall have (in addition to all other rights and remedies) all of the rights and remedies provided for herein or by law in

the case of non-payment of Base Rent. (Base Rent and Additional Rent are referred to hereinafter, collectively, as the “**Rent**”).

4.3 Payments; Late Charges.

(a) Commencing on the Effective Date and each month thereafter, Tenant shall pay the Base Rent in equal monthly installments on or before the first day of each calendar month. All Base Rent due and owing under this Lease shall be paid by Tenant to the City without notice, demand, abatement, deduction or offset. The parties agree that Base Rent will be prorated for any partial month or year.

(b) Except where this Lease specifically provides otherwise, Tenant shall pay all Additional Rent, within thirty (30) days after receipt of an invoice and reasonable backup documentation. If the Tenant fails to pay Additional Rent within the thirty (30) day period then the City may charge interest at the Default Rate. Except where the Lease specifically provides otherwise, all Additional Rent due and owing under this Lease shall be paid by Tenant to the City without notice, demand, abatement, deduction or offset.

(c) Until Tenant shall have been given written notice otherwise by the City, Tenant shall pay all Rent to the Comptroller of the City at his/her office in at 121 North LaSalle Street, City Hall 7th Floor, Chicago, Illinois, 60602 or such other place as may be designated in writing by the City and further provided, Tenant has been provided with a fully executed W-9 from the City. Rent for the first and last months of this Lease shall be prorated, if necessary. Tenant reserves the right to make all payments, including but not limited to the Rent payments, by Electronic Fund Transfer (“EFT”), provided Tenant and the City shall agree upon reasonable arrangements for any such EFT payments.

(d) During the Term there shall be no abatement, diminution or reduction of Rent or charges claim by or allowed to Tenant, or any person claiming under Tenant, whether for inconvenience, discomfort, interruption of business, or the like arising from any cause or reason, unless expressly provided for elsewhere in this Lease.

(e) (Tenant’s default in the due and punctual payment of Rent or other sums due and payable under this Lease when and as the same shall become due and payable, shall obligate Tenant to pay interest on such amounts at a rate of twelve percent (12%) per annum calculated on a daily basis (unless a lesser interest rate shall then be the maximum rate permissible by Law with respect thereto) (the “**Default Rate**”) from the date such payment was due and payable.

(f) No payment by Tenant or receipt by the City of a lesser amount of Rent shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or any letter accompanying any such payment be deemed an accord and satisfaction, and the City may accept such check or payment without prejudice to the City’s right to recover the balance of such Rent.

4.4 Net Lease. It is the purpose and intent of the City and Tenant that this is a net lease, and that all Rent shall, except as herein expressly otherwise provided, be absolutely net to the City. Tenant agrees that, except as otherwise expressly set forth in this Lease, Tenant shall pay all costs, charges and

expenses of every kind and nature whatsoever against or in connection with the use and operation of the Premises that may arise or become due during the Term, except to the extent directly caused by (i) the negligence or willful act of the City or its employees, agents, contractors, representatives or invitees or (ii) the Gate Expansion Project.

ARTICLE V

TAXES AND UTILITIES

5.1 Impositions. Tenant shall pay or cause to be paid as Additional Rent, before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all taxes, payments in lieu of taxes, assessments, water and sewer rents, rates and charges, levies, license and permit fees and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever that at any time during the Term, or the term of the Original Lease, that have been or may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien upon, the Premises, or any part thereof or any appurtenance thereto, whether such charges are made directly to Tenant or through or in the name of the City (all such taxes, payments in lieu of taxes, assessments, water and sewer rents, rates and charges, levies, license and permit fees and other governmental charges for the Premises being hereafter referred to as “**Impositions**”); provided, however, that:

- (a) If, by law, any Imposition may at the option of the taxpayer be paid in installments, Tenant may pay the same in such installments over such period as the law allows; and
- (b) All Impositions for the fiscal year in which the Term begins and ends shall be apportioned so that Tenant shall pay only those portions thereof that correspond with the portion of said year as is within the Term.

5.2 Receipts. Tenant, upon request of the City, shall furnish to the City within thirty (30) days of the date when any Imposition would become delinquent, official receipts of the appropriate taxing authority, or other evidence reasonably satisfactory to the City, evidencing the payment thereof.

5.3 Abatements; Contests by Tenant. Tenant may seek a reduction in the valuation of the Premises, or its leasehold interest therein assessed for tax purposes, and may contest by appropriate proceedings, at Tenant’s sole cost and expense, the amount or validity in whole or in part of any Imposition, and may defer payment thereof if allowed by law.

5.4 Utilities. Tenant shall at its sole cost and expense, obtain/maintain separately metered utilities for all utility service, that are currently separately metered, that Tenant requires at the Premises. City and Tenant agree that water is currently supplied by the City. Tenant shall pay directly to the utility provider, all charges by any public entity (including the City, as the case may be) or utility provider for water, electricity, telephone, gas, sewer and other services supplied or rendered to the Premises, and service inspections made therefor, whether called charge, rate, tax, betterment, assessment, fee or otherwise. The City shall have no responsibility to furnish Tenant with any utilities, and makes no representations or warranties as to the availability of utilities from the companies furnishing such utilities.

5.5 No Liability of the City. The City shall not be required to furnish to Tenant any additional facilities or services of any kind whatsoever to the Premises, such as, but not limited to, water, steam, heat, gas, hot water, electricity, light and power, provided however, City will not unreasonably interfere with the Tenant's existing utilities or services. If additional services are required, the City hereby grants Tenant the right and easement to tie into the existing sources located at or on the Premises in their existing locations to the extent located in adjacent streets and ways owned or controlled by the City and to the extent necessary to operate the Premises, it being understood, however, that the City makes no representation or warranty that existing sources of supply, distribution points or utilities are adequate or sufficient to supply the Premises. In the event that Tenant determines that the enlargement, improvement or expansion of existing sources of supply, distribution points or utilities is necessary to supply the Premises, such enlargement, improvement, or expansion shall be the obligation, and the expense, of Tenant, and shall be undertaken in accordance with plans and specifications prepared by Tenant and reasonably approved by the City in accordance with this Lease.

ARTICLE VI

MAINTENANCE AND ALTERATIONS OF PREMISES

6.1 Repair and Maintenance. Throughout the Term, except as otherwise set forth herein, Tenant, at its sole cost and expense, shall be responsible for all maintenance, repair and ultimately the costs associated with the demolition of the Telephone Exchange Building (including without limitation the entire exterior and interior, the roof, the heating, ventilating and air conditioning equipment, all lights, electrical systems, sanitary facilities, plumbing) and all other equipment, and exterior areas located within the Premises and reserved exclusively for the use of Tenant, its employees, agents, contractors, representatives or invitees, provided however, the City is responsible for snow and ice removal of all paved areas and agrees to use commercially reasonable efforts to keep those areas free from snow and ice during the Term of this Agreement. In addition, City is responsible for those certain modifications to the Telephone Exchange Building required by the Gate Expansion Project, as described in Section 3.3. All maintenance and repairs shall be performed in accordance with Legal Requirements and the City's design and construction standards for the Airport.

6.2 Alterations.

(a) Tenant may, at its sole cost and expense, undertake alterations and changes to the Premises (collectively, "**Tenant Alterations**") provided that Tenant shall first obtain the City's written consent (not to be unreasonably withheld, conditioned or delayed) prior to undertaking any Tenant Alterations. In connection with the design and construction of any Tenant Alterations, Tenant shall comply with the requirements of the City's Tenant Project Design and Construction Standard Operating Procedures ("**T-SOP**") and related materials, as may be amended from time to time, a copy of which may be found on the City's website at: <https://www.flychicago.com/business/opportunities/vendor/pages/default.aspx>. Tenant shall pay for all design and construction when and as required by the parties Tenant engages to perform such design and construction. Tenant Alterations shall be made in a good and workmanlike manner and otherwise in accordance with the requirements of the Lease. Throughout the Term, Tenant shall have the right to remove all trade fixtures, communications equipment, fibers, cables, furniture, personal property and equipment of Tenant within the Premises.

(b) It shall be reasonable for the City to withhold consent or approval of any proposed Tenant Alterations, in the City's sole discretion, if the Tenant Alteration would: (A) change the use of the Premises to a use other than a Permitted Use or fail to comply with the City's design standards then in effect; (B) give to any owner, lessee or occupant of any other property or to any other person or entity any easement, right-of-way, or any other right over the Premises); (C) be inconsistent with Legal Requirements, or (D) the City's design standards for the Airport, or any other applicable standards or guidelines adopted from time to time by the City, provided such standards or guidelines are applied reasonably and consistently to similar improvements and with similar tenants at the Airport.

(c) For all Tenant Alterations, the City and Tenant shall each designate in writing a qualified and experienced construction representative, as necessary. Thereafter, and until such designation is changed or withdrawn, such construction representative shall deliver and receive all notices, approvals, communications, plans, specifications or other materials required or permitted to be delivered or received hereunder. Each construction representative shall interface on all aspects of the Tenant Alterations but shall remain at all times subject to the direction and control of their respective designating party.

(d) Tenant represents and warrants that Tenant will obtain (or cause to be obtained), at its sole cost and expense, all required permits and licenses from governmental authorities (collectively, "**Required Permits**") for all Tenant Alterations, except for those permits or licenses related to changes to the Telephone Exchange Building caused by the Gate Expansion Project or the demolition of the Telephone Exchange Building which permits or licenses shall be obtained (or caused to be obtained) by the City, provided however, Tenant will reimburse the City for the costs associated with obtaining the permits or licenses associated with the demolition of the Telephone Exchange Building and will cooperate in the process, including but not limited to, providing signatures on any documents the City reasonably requests signatures on. The City shall be solely responsible for the costs and expenses associated with any changes required by the Gate Expansion Project. Upon request the party obtaining the permit or license shall provide the other party with a copy of each permit or license. The City and Tenant shall cooperate with each other in obtaining such permits and licenses, including to assist the other party in submitting applications and filings necessary to obtain permits and licenses. Where possible, the City shall fast track any required permits or licenses required by the Tenant for the completion of the Transfer of Services and the demolition of the Telephone Exchange Building. The City will not unreasonably withhold or delay its consent to Transfer of Services and any Tenant Alterations to the Premises. To assist the City's ability to expedite or fast track permit approvals where possible, Tenant shall submit as soon as practicable to the City for its review and written approval, not to be unreasonably withheld, conditioned or delayed, copies of all permit applications and filings (including any and all amendments or modifications) intended to be made by Tenant in connection with FAA determinations, environmental, building code, construction, or demolition matters.

(e) The City's approval of any such application or filing shall be for purposes of this section only and shall not limit any of the City's other property or regulatory rights with respect to such application or filing. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the

furnishing of any materials for any specific improvement, alteration to, or repair of the Premises or any part thereof.

(f) Except as otherwise set forth in this Agreement, all costs associated with Transfer of Services, Demolition Activities, and Tenant Alterations shall be borne by Tenant.

(g) With respect to any Tenant Alterations, Tenant shall comply with the applicable requirements of Article VII, Article VIII, Article XIII, Article XVI, Article XVII and this Article VI.

6.3 Covenant Against Liens.

(a) No party, including the Tenant, shall have any right to file any non-consensual or consensual liens against the Premises, or any property of the City, and the Tenant shall keep the Premises and the leasehold estate created hereunder in and to the Premises free and clear of liens or claims of liens in any way arising out of the construction, renovation and/or improvement or use thereof by the Tenant.

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

6.4 Excavation and Shoring. If any excavation shall be made or authorized to be made upon land adjacent to or nearby the Premises, Tenant shall afford the person or persons causing or authorized to cause such excavation, at reasonable times and upon reasonable written notice, the right to enter upon the Premises with a Tenant Representative for the purpose of doing work as such person or persons shall consider to be necessary to preserve any of the walls or structures of the Infrastructure on the Premises from injury or damage and to support the same by proper foundations, provided that such work shall be carried out at such person's or persons' sole cost and expense, and further provided, shall not unreasonably interfere with Tenant's operation or services provided from the Premises.

6.5 Snow Removal; Waste Disposal and General Upkeep. Tenant, at its sole cost and expense, shall keep and maintain the Premises safe, secure, clean and sanitary (provided however,

Tenant shall not be responsible for, snow and ice clearance, planting and replacing landscaping), and in full compliance with all Legal Requirements. Provided however, City shall maintain all ingress and egress areas and all paved portions of the Premises in good condition, including the City shall be responsible for snow and ice removal. The City agrees to use commercially reasonable efforts to keep the ingress and egress to and from the Premises free from snow and ice.

6.6 Signs. Tenant's signs and all proposed changes to signs on or at the Premises shall be subject to review and approval by the City under its design review procedures for the Airport, as such may be modified from time to time, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City will not be considered unreasonable in disapproving proposed signage that (a) is inconsistent with any of the City's assurances to the FAA in grants or other agreements for the operation, development or planning of the Airport or, in the opinion of the City's Director of Aviation Operations, would constitute a safety hazard; (b) is inconsistent with the City's sign/design standards for the Airport, or any other applicable standards or guidelines, as may be adopted in the future, provided said standards or guidelines are applied consistently and fairly to similar improvements at the Airport; or (c) is for the purpose of advertising and not for identifying the Tenant. Tenant's equipment, signs, trade and light fixtures and other personal property shall be owned and maintained by Tenant. Prior to the Termination Date, Tenant shall remove all such personal property, including but not limited to any signage, located on the Premises. Any personal property remaining after the Termination Date shall be deemed abandoned and subject to removal by the City in accordance with Article XIV and Exhibit E Maintenance of Operations Plan.

6.7 Lighting. Tenant shall provide and maintain adequate lighting within and around the exterior of the Premises, the adequacy of which shall be determined at the reasonable discretion of the FAA, City as applied consistently and fairly to similar improvements at the Airport.

6.8 Sustainability. Tenant shall also use reasonable efforts to implement commercially reasonable "sustainable best practices" in the maintenance and operation of the Premises, and City shall provide reasonable cooperation to Tenant in its implementation and approval of any such practices, provided however, Tenant shall not be required to make any substantial changes to the Telephone Exchange Building in order to meet "sustainable best practices". Rather, the City and Tenant agree that Tenant's current recycling program is acceptable. If not required by Legal Requirements, Tenant is also encouraged to implement a recycling program.

ARTICLE VII

INSURANCE AND INDEMNITY

7.1 Insurance Coverage Required for the Premises.

(a) The Tenant shall carry and maintain at all times, at Tenant's own expense, the types of insurance specified below, with insurance companies with an AM Best rating of A- or better, financial size rating of IV or better or for those insurance companies not subject to AM Best's rating (a) an equivalent financial strength rating from S&P or (b) as determined by the City in its sole discretion, they shall have a similar nationally or internationally recognized reputation and responsibility, or as reasonably approved by the City, covering all operations under this Lease

performed by the Tenant. The kinds and amounts of insurance required during the Term, are as follows:

(i) *Workers' Compensation and Employer's Liability.* Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Lease with statutory limits. Such insurance shall include Employer's Liability Insurance coverage with limits of \$1,000,000 each accident; \$1,000,000 disease-policy limit; \$1,000,000 disease-each employee. Coverage shall include other states endorsement, alternate employer and voluntary compensation, when applicable.

(ii) *Commercial General Insurance (Primary and Umbrella).* Commercial General Insurance or equivalent coverage with limits of \$10,000,000 per occurrence and in the aggregate for bodily injury, personal injury and property damage liability. Such insurance shall include: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, independent contractors and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City shall be included as an additional insured by endorsement as respects this Lease on the policy as its interests may appear for liabilities caused, in whole or in part, by the conduct of the Tenant and work, services or operations performed on behalf of the City, The City's additional insured status must apply to liability and defense of suits caused, in whole or in part, by of Tenant's acts or omissions using current ISO endorsements CG 20 11 or endorsement forms providing substantially equivalent coverage. Tenant may self-insure this risk. The Tenant's insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by the City.

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

(iii) *Automobile Liability Insurance (Primary and Umbrella).* When any motor vehicles are used in connection with work to be performed by or on behalf of the Tenant, the Tenant shall provide Automobile Liability Insurance with limits of not less than \$10,000,000 per occurrence for bodily injury and property damage for any auto including owned, non-owned or hired autos. The City shall be included as an additional insured by endorsement as respects this Lease on a primary, non-contributory basis. Tenant may self-insure this risk.

(iv) *All Risk Builders Risk Insurance.* When Tenant undertakes any construction, Tenant shall provide or cause Tenant's general contractor to provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage extensions shall include but not be limited to boiler and machinery, earthquake and flood. Tenant may self-insure this risk.

(v) *All Risk Property Insurance.* All Risk Property Insurance shall be maintained at replacement cost valuation basis covering all loss, damage, or destruction to

the Premises including improvements and betterments and property in the Tenant's care, custody and control. Coverage shall include but not limited earthquake, flood, debris removal and extra expense. The City shall be named as loss payee, as its interests may appear. Tenant may self-insure this risk.

The Tenant shall be responsible for all loss or damage to personal property owned, rented or used by the Tenant.

(vi) *Professional Liability.* When any Tenant's architect, engineers, project managers, construction managers or other professional consultants perform work in connection with this Lease, Professional Liability Insurance covering acts, errors or omissions shall be maintained by such architects, engineers, project managers, construction managers or other professional consultants with limits of not less than \$2,000,000; provided, however, that Tenant's architect, engineers, project managers, construction managers or other professional consultants who perform Tenant Alterations the cost of which is in excess of \$50,000,000 shall be maintained with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date shall coincide with, or precede, start of work on the contract. A claim made policy that is not renewed or replaced shall have an extended reporting period of at least two (2) years.

(vii) *Pollution Liability Insurance.* *Pollution Liability Insurance or self-insurance shall* be provided covering bodily injury, property damage, clean-up and other losses as required by law caused by pollution conditions or incidents including any release, discharge, or disposal of a hazardous substance or other regulated material with limits of \$5,000,000 per pollution condition or loss and \$5,000,000 annual aggregate where the pollution is caused during and by Tenant's occupancy of the Premises under this Lease or the Original Lease. Coverage shall include but not be limited to response to and remediation of new, preexisting, known and unknown on-site and off-site pollution conditions and incidents, emergency response costs, repairs, removals, abatement, corrective actions, transportation, contractual liability and defense for pollution conditions or incidents caused during Tenant's occupancy of the Leased Premises or by Tenant's operations under this Lease or the Original Lease. When policies are renewed, the policy retroactive date shall coincide with or precede, start of work in connection with the Lease. A claims-made policy which is not renewed or replaced shall have an extended reporting period of two (2) years. The City shall be included as additional insured by endorsement with respect to this Lease Tenant's occupancy of the Premises on any such policy to the extent Tenant does not self-insure.

As an alternative to obtaining Pollution Liability Insurance, Tenant may provide for reasonable limits of self-insurance as agreed with the City against the environmental risks that would be covered by a third-party insurer providing Pollution Liability Insurance. If Tenant self-insures against such environment risks, Tenant shall make available the consolidated annual report of AT&T Inc. All amounts paid to the City by Tenant on account of any self-insurance program shall be deemed insurance proceeds for purposes of this Lease.

(b) Additional Requirements.

(i) *Evidence of Insurance.* The Tenant will furnish the Commissioner with original certificates of insurance (or copies thereof) and a copy of the additional insured endorsements, where applicable, evidencing the coverage required to be in force on the date of this Lease, and renewal certificates of insurance and additional insured endorsements, or such similar evidence (collectively, the “**Evidence of Insurance**”), if the coverages have an expiration or renewal date occurring during the Term of this Lease. Tenant shall submit Evidence of Insurance prior to the Effective Date. The receipt of Evidence of Insurance does not constitute an agreement by the City that the insurance coverage required in this Lease has been fully met or the insurance policies indicated in the Evidence of Insurance are in compliance with all the Lease requirements. Failure of the City to obtain Evidence of Insurance from the Tenant showing compliance with this Section 7.1 is not a waiver by the City of any requirements for the Tenant to obtain and maintain the specified coverages. The City in no way warrants that the insurance required herein is sufficient to protect the Tenant for liabilities that may arise from or relate to the Lease. In the event that the City has tendered a claim to Licensee, or its insurer, or its insurer has denied coverage to the City, Licensee (in its Chicago, Illinois office) will make available to the City within ten (10) days of the City’s written request to Licensee, a copy of actual, authentic and applicable insurance policies for review (but not for copying, faxing or otherwise reproducing any part of any policy or other insurance correspondence), subject to the City first executing a mutually reasonably acceptable non-disclosure agreement. The policy review is limited to no more than three (3) days during a consecutive six-month period and must be conducted during Licensee’s normal business hours while the City’s representative is accompanied by a Licensee Risk Management professional.

(ii) *Failure to Maintain Insurance.* The insurance hereinbefore specified shall be carried during the Term. In the event Tenant fails to provide proof of coverage, City shall notify Tenant in writing of its failure to provide proof of adequate coverage, if within ten (10) business days of City’s notice, Tenant fails to cure then such failure shall constitute an Event of Default, for which the City may exercise any of the City remedies under this Lease until proper evidence of insurance is provided.

(iii) *Notice of Cancellation, and Non-Renewal.* Tenant shall provide for thirty (30) days’ advance notice to the City in the event coverage required in this Lease is being substantially changed, canceled, or non-renewed unless replaced. Upon the earlier of Tenant’s receipt of a cancellation notice for non-payment of premium or Tenant’s knowledge thereof, Tenant shall provide immediate notice to the City of such cancellation or impending cancellation with Tenant’s written plan for curing such non-payment and preventing non-payment of premiums thereafter.

(iv) *Insurance Required of Contractors, Affiliates and Sublessees.* In each contract with Tenant’s general contractor, Tenant’s architect or any other contractor, affiliates and sublessees, the Tenant shall use commercially reasonable efforts to require such Tenant’s general contractor, Tenant’s architect or such other contractors, affiliates and

sublessees to obtain insurance coverages to adequately cover risks associated with any contractor, affiliate or sublessee that are reasonably appropriate in their limits and other terms and conditions to the nature of the contract and standard in the industry within which such Tenant's general contractor, Tenant's architect or such other contractors, affiliates and sublessees practices. The limits of coverage will be determined by Tenant but be no less than \$5,000,000 per occurrence for access to Airside. Such coverages shall insure the interests of the City, its employees, elected officials, agents and representatives including the City as an additional insured on an additional insured by endorsement as respects this Lease. Tenant is also responsible for ensuring that each Tenant's general contractor, Tenant's architect or such other contractors, affiliates and sublessees has complied with the required coverage and terms and conditions outlined in this Section 7.1(b). When requested by the City, the Tenant shall provide, or cause to be provided, Evidence of Insurance. Failure of the Tenant's general contractor, Tenant's architect or such other contractors, affiliates and sublessees to comply with required coverage and terms and condition outlined herein will not limit Tenant's liability or responsibility hereunder.

(v) *No Limitation as to Tenants Liabilities.* The Tenant expressly understands and agrees that any insurance coverages and limits furnished by the Tenant shall in no way limit the Tenant's liabilities and responsibilities specified within this Lease or by applicable law.

(vi) *Waiver of Subrogation.* The Tenant waives and shall cause its insurers to waive, and the Tenant shall cause each of Tenant's general contractor, Tenant's architect or such other contractors, affiliates and sublessees, and each of Tenant's general contractor, Tenant's architect or such other contractors, affiliates and sublessee's insurers to waive, their respective rights of subrogation against the City Indemnified Parties for recovery of damages to the extent these damages are covered by the following insurance obtained by Tenant pursuant to this Lease: (1) Workers' Compensation and Employer's Liability Insurance; (2) Commercial General Liability (primary and umbrella); (3) Automobile Liability; (4) All Risk Blanket Builder's Risk Insurance; (5) All Risk Property Insurance; and (6) Professional Liability. With respect to the waiver of subrogation for Workers' Compensation and Employer's Liability, Tenant shall obtain an endorsement equivalent to WC 00 03 13 to effect such waiver. With respect to all of Tenant's coverages that are self-insured coverages, Tenant waives its rights of subrogation against the City. The self-insured coverages are: (1) All Risk Blanket Builder's Risk Insurance; (2) All Risk Property Insurance; and (3) Pollution Liability Insurance. The waiver of subrogation requirement will be satisfied by Tenant including the City Indemnified Parties as joint loss payees to the extent of their insurable interests or additional insureds which would have been covered had Tenant purchased the property insurance.

In the event the insurers of Tenant or insurers of any of Tenant's general contractor, Tenant's architect or sublessees, should seek to pursue contribution or a subrogation claim against the City, the Tenant shall be responsible to pay all cost of defending such claims, including actual attorney's fees of counsel of the City's choosing subject to Section 7.2(g).

(vii) *Tenant Insurance Primary.* The Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by the Tenant under this Lease. All insurance policies required of the Tenant under this Lease shall be endorsed to state that Tenant's insurance policy is primary and not contributory.

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

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

(x) *Self-Insurance of Tenant.* The Tenant may not self-insure any portion of any limit of primary coverage required hereunder unless specifically permitted under this Section 7.1 or otherwise consented to by the City. It is understood that in any instance in which the Tenant is permitted to and chooses to self-insure a portion of the limit of primary coverage required hereunder, the Tenant, as a self-insurer, has the same duties and obligations to the City (e.g. obligation to provide a defense for covered claims) and to the City's liability insurer(s) as a primary liability insurer has to excess insureds and excess insurers under a standard ISO policy form even though the Tenant's self-insurance is not on a standard ISO form. For purposes of this subsection, self-insurance shall not be construed to include deductibles that apply on a per-occurrence basis.

(xi) *City's Right to Modify.* The City of Chicago Risk Management Department maintains the right, based on commercially reasonable standards, to modify, delete, alter or change these requirements once during the Term with sixty (60) days' notice to the Tenant.

7.2 Indemnification.

(a) The Tenant agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, agents, employees, contractors, consultants, invitees and representatives (the "**City Indemnified Parties**"), to the maximum extent allowed by applicable statutes and case law, from and against any and all losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards and settlements in connection with a third party claim (each individually a "**Claim**" and, collectively, "**Claims**"), including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property, arising out of or relating to:

(i) the tortious acts or omissions of (1) the Tenant, or (2) Tenant's employees, contractors, subcontractors, agents, licensees, subtenants, vendors, invitees (excluding customers), any other person or entity that Tenant permits to use any portion of the Premises (regardless of whether Tenant enters into a sublease, assignment or license with such other party), and other parties under Tenant's direction or control that come onto the Premises arising out of or relating to Tenant's use or occupancy of the Premises (each an "**Associated Party**" and collectively, the "**Associated Parties**") except to the extent

caused by the willful act or negligence of City Indemnified Parties or the willful act or negligence of other Airport tenants;

(ii) the Tenant's or its Associated Party's use or occupancy of the Premises in connection with its operations hereunder and the Premises except to the extent caused by the willful act or negligence of City Indemnified Parties or the willful act or negligence of other Airport tenants.

(iii) the violation by the Tenant of any agreement, warranty, covenant or condition of this Lease, of any law, ordinance, regulation or court order affecting the Premises except to the extent caused by the willful act or negligence of City Indemnified Parties or the willful act or negligence of other Airport tenants; or

(iv) suits of whatever kind or nature alleging violations of any federal or state laws as a result of any actions taken by the Tenant or its Associated Parties, or Tenant's failure to comply with obligations imposed upon the Tenant or its Associated Parties, pursuant to this Lease except to the extent caused by the willful act or negligence of City Indemnified Parties or the willful act or negligence of other Airport tenants; and the Tenant will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. To the extent City Indemnified Parties reasonably expend any cost and expense, including attorney fees, in investigating or responding to such claims, demands and suits, Tenant will reimburse the City Indemnified Parties for all such reasonable costs and expense, subject to Section 7.2(g) hereof.

(b) Except to the extent caused by the willful act or negligence of the City Indemnified Parties or the willful act or negligence of other Airport tenants, without limiting the foregoing, the Tenant also agrees to defend, indemnify and hold harmless the City Indemnified Parties:

(i) from and against any and all claims or liability for compensation under any workers' compensation statute arising out of the injury or death of any employee of the Tenant. The Tenant shall cause its licensees and contractors to maintain in effect at all times workers' compensation insurance as required by law; and

(ii) from, and to assume all liability for, and to pay, all taxes and assessments for payment of which the City may become liable and which by law may be levied or assessed on the Premises occupied by the Tenant pursuant to this Lease, or which arise out of the operations of the Tenant or by reason of the Tenant's occupancy of the Premises. However, the Tenant may, at its own risk, cost and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are necessary to permit the Tenant to contest or appeal the same. The Tenant shall be responsible for obtaining bills for all of said taxes and assessments directly from the taxing authority and shall promptly deliver to the City copies of receipts of payment. In the event the City receives any tax billings, it will forward said billings to the Tenant as soon as practicable.

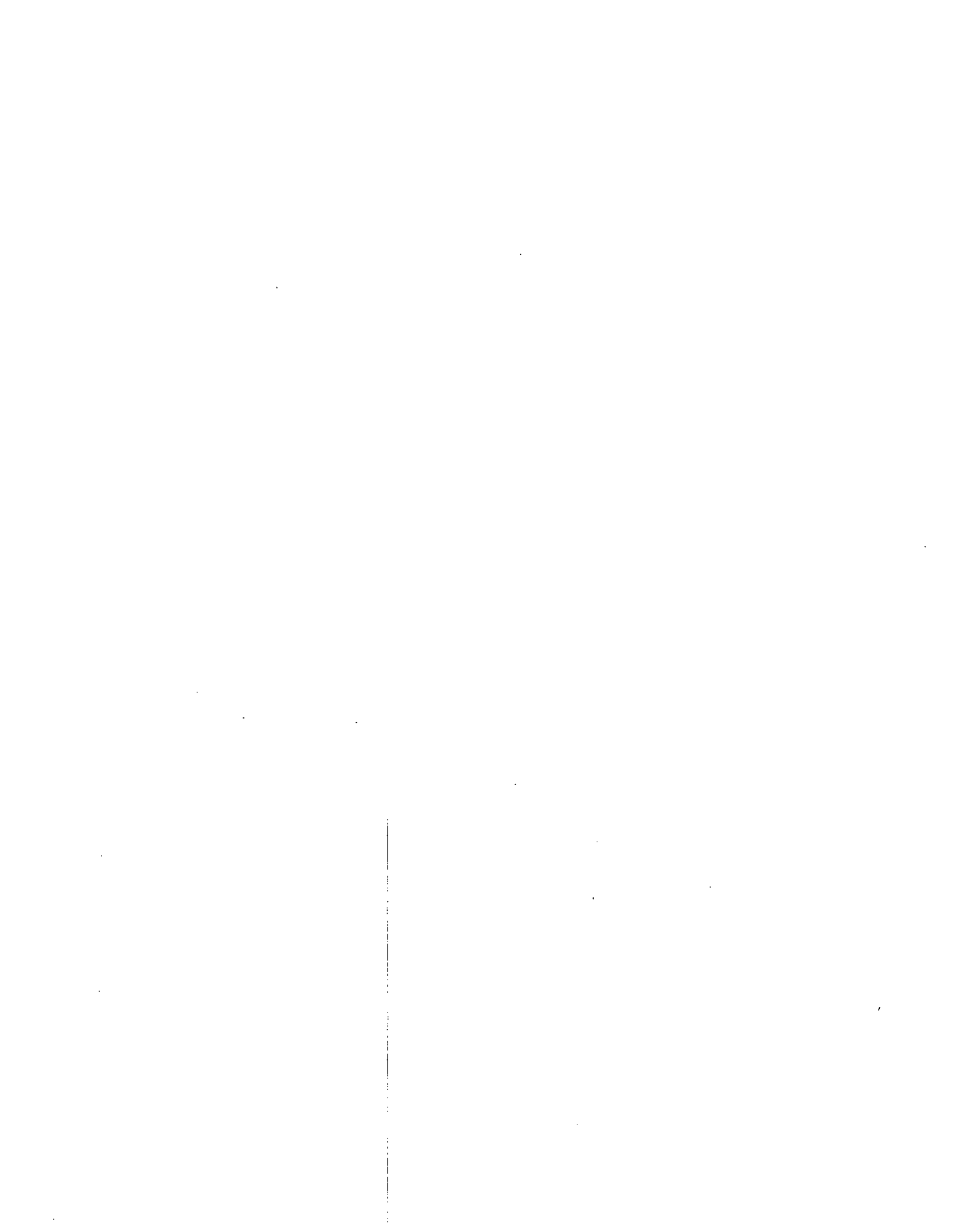
(c) Without limiting the foregoing, the Tenant shall cause any of its contractors to agree to protect, defend, indemnify and hold the City Indemnified Parties free and harmless from and against any and all claims, damages, demands, and causes of action of all kinds including claims of property damage, injury or death, in consequence of granting the relevant Contract or arising out of or being in any way connected with the contractor's performance under this Lease except for matters shown by final judgment to have been caused by or attributable to the negligence of any City Indemnified Party to the extent prohibited by 740 ILCS 35/1 et seq. The indemnification provided herein shall be effective to the maximum extent permitted by applicable statutes. To the extent Tenant's contractor fails to defend any and all claims, demands or suits against the City Indemnified Parties including claims by any employee, contractors, agents or servants of contractor even though the claimant may allege that a City Indemnified Party is or was in charge of the work or that there was negligence on the part of a City Indemnified Party, Tenant shall be responsible for such defense. To the extent City Indemnified Parties reasonably expend any cost and expense, including attorney fees, in investigating or responding to such claims, demands and suits, Tenant will, or cause any of Tenant's contractors to, reimburse the City Indemnified Parties for all such costs and expense, subject to Section 7.2(g). "Injury" or "damage," as such words are used in this Section 7.2 shall be construed to include injury, death or damage consequent upon the failure of or use or misuse by Tenant's contractor, such contractor's subcontractors, agents, servants or employees, of any scaffolding, hoist, cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by the City. Notwithstanding Tenant's obligation to cause any contractor to agree to the requirements set forth in this Section 7.2(c), Tenant's failure to cause its contractor to do so shall not constitute a breach hereof, provided that Tenant performs all such actions its contractor would have been required to perform under this Section 7.2(c), including indemnifying and defending the City, itself.

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

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

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

(g) Notwithstanding the provisions of this Section 7.2, in the event that the City and Tenant mutually agree or a court of competent jurisdiction determines by a final order that (a) a



City Indemnified Party's negligence is at least fifty-one percent (51%) or (b) a City Indemnified Party's willful or wanton misconduct is any percentage of the total fault which proximately caused any Claims, Tenant's obligation to indemnify the City for amounts to be paid in connection with the Claims shall be limited to the amount attributable to Tenant's and its Associated Parties' proportionate share of the total fault which proximately caused the Claims. The City and Tenant agree, however, that this Section 7.2(g) is not intended to obviate or lessen in any way the Tenant's duty to defend the City Indemnified Parties; provided, however, that to the extent City and Tenant mutually agree or a court of competent jurisdiction rules that the Claims were the result of the a City Indemnified Parties negligence of at least fifty- one percent sole negligent act or omission or the willful and wanton misconduct of a City Indemnified Party. the City shall reimburse Tenant for its proportionate share of the costs of defense, including, but not limited to, attorneys' fees and court costs. For the avoidance of doubt, the City shall reimburse Tenant for all defense costs Tenant incurred with respect to defending the City Indemnified Parties against Claims to the extent that City and Tenant mutually agree or a court of competent jurisdiction rules that such Claims were the result of the sole negligent act or omission of a City Indemnified Party or the willful and wanton misconduct of a City Indemnified Party.

(h) Notwithstanding the provisions of this Section 7.2, the Tenant's indemnification obligations for Environmental Claims are set forth in Section 13.8.

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

(j) Subject to Section 7.2(g), Tenant shall be liable for any loss or damage to any personal property or equipment of Tenant, its agents, servants, employees, officials, or independent contractors.

(k) Except as set forth in Section 7.2(g) Tenant waives the right of contribution against the City Indemnified Parties and subrogation against the City Indemnified Parties.

(l) This Section 7.2 shall survive expiration or early termination of this Lease. The Tenant understands and agrees that any insurance protection furnished by the Tenant pursuant to Section 7.1 shall in no way limit the Tenant's indemnity obligations under the provisions of this Lease.

ARTICLE VIII

USE OF PREMISES

8.1 Permitted Uses. Tenant may use the Premises only for supplying the communication services to the business of the Airport and its tenants and the accommodation of the public while at the Airport, including telecommunications services incidental thereto, it being understood that at no time during the Term of this Lease shall the Premises be used to supply telecommunication services for off-Airport locations and/or for services not otherwise serving the Airport, Airport tenants or the public at

the Airport. (collectively, “**Permitted Uses**”). Unless inherent to and approved by the City in relation to the Demolition Activities, Tenant’s use of the Premises shall be undertaken in a manner such that Tenant shall not: (i) cause substantial noise, vibration, fumes, debris, electronic interference, or other nuisance on or adjacent to the Premises; (ii) create any condition that is a safety hazard; or (iii) unreasonably interfere with Airport operations. Tenant shall comply with FAA regulations and applicable City policies pertaining to the use of any such electronic communication equipment. Tenant agrees that it will not rent to or permit the use of space by third parties wanting to place cellular sites on the Premises. The payment of all applicable fees for such use shall be considered Additional Rent hereunder.

8.2 Prohibited Uses.

(a) Without limiting the provisions of Section 8.1, Tenant shall not use or occupy the Premises or any part of the Premises, and neither permit nor suffer the Premises, to be used or occupied, for any of the following (collectively, “**Prohibited Uses**”):

(i) for providing telecommunication services unrelated to the business of the Airport and its tenants and the accommodation of the public at the Airport, or to customers who are not on Airport property;

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

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

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

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

8.3 Airport Conditions. The following covenants, agreements, and restrictions shall apply to Tenant’s use and occupancy of the Premises, which covenants, agreements, and restrictions shall run with the land, for the benefit of the City and its successors and assigns in the ownership and operation of the Airport:

(a) Tenant shall neither construct nor permit to stand on the Premises any Infrastructure, trees, or other object, whether natural or otherwise, in violation of FAR Part 77, or which would otherwise interfere with the use and operation of the Airport;

(b) Tenant’s use of the Premises shall be compatible with noise levels associated with the operation of the Airport; and

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

8.4 No Waste. Tenant shall not injure, overload, deface or strip, or cause waste or damage (other than reasonable wear and tear) to, the Premises or the underlying fee or any part thereof, nor commit any nuisance or unlawful conduct; nor permit the emission of any objectionable noise; nor make any use of the Premises that is offensive to the average reasonable person under similar circumstances.

8.5 Legal Requirements. Throughout the Term, Tenant, at its expense, shall promptly comply with, and shall require all Associated Parties to promptly comply with, all present and future laws, ordinances, orders, rules, procedures, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers (including all reasonable and nondiscriminatory rules, procedures, requirements and regulations that do not conflict with the terms hereof or increase the burdens of Tenant hereunder, currently effective and hereinafter amended, adopted or established by the City, collectively, “**Airport Rules**”), foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises, or to the use or manner of use of the same, whether or not such law, ordinance, order, rule, procedure, regulation or requirement is specifically applicable or related to the conduct of the Permitted Uses, or shall necessitate structural changes or improvements (collectively, “**Legal Requirements**”, which shall be deemed to include, without limitation, all Laws, Airport Rules and Environmental Laws). Tenant shall, in the event of any violation of this Section 8.5 by Tenant or its Associated Parties on or at the Premises, take steps, promptly upon knowledge of such violation, as Tenant determines to be reasonably necessary to remedy or prevent the same, as the case may be.

8.6 Compliance with Insurance Requirements. Throughout the Term, Tenant, at its expense, shall observe and comply with, and shall cause its Associated Parties to comply with, the requirements of all policies of public liability, casualty and all other policies of insurance required to be supplied by Tenant at any time in force with respect to the Premises if such observance or compliance, as set forth in this Lease, is required by reason of any condition, event or circumstance arising after the commencement of the Term. Tenant shall, without limiting any other requirements of this Lease, in the event of any violation of this Section 8.6 by any Associated Party, take all reasonable steps, promptly upon knowledge of such violation, to remedy or prevent the same as the case may be.

8.7 Point of Contact: Availability of Employee for Entry. Tenant shall assign a point of contact who shall be available during regular business hours to allow the City access to the Premises for the purposes required or permitted under this Lease. The Tenant shall at all times during the absence of such point of contact provide the names and telephone numbers of at least two (2) additional employees who can be contacted in the event of an emergency and who are authorized to make decisions for the Tenant available or who may be contacted immediately by telephone or other communication to permit the City timely entry onto the Premises.

ARTICLE IX

DAMAGE OR DESTRUCTION

9.1 Restoration or Surrender. If any part of the Premises shall be partially damaged by fire or other casualty, and said circumstances render the Premises incapable of being used or occupied by Tenant for the Permitted Uses, then Tenant shall at its option restore the Premises or provide notice to

the City of Tenant's election to vacate and surrender the Premises in accordance with Sec. 14.1 hereinafter. In no event shall occurrence of damage by fire or other casualty create or give rise to any extension of the Term of the Lease, unless otherwise agreed by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE X

[INTENTIONALLY DELETED]

ARTICLE XI

ASSIGNMENT AND SUBLEASE OF PREMISES

11.1 Assignment and Sublet.

(a) Except as set forth in Sections 11.1(b) and (c), Tenant shall not, without the City's prior written consent, which consent may be withheld in the City's sole discretion, (i) assign the Lease or Tenant's leasehold interest in the Premises (including a Leasehold Mortgage) to a party other than a Related Party; (ii) sublet any portion of the Premises to a party other than a Related Party; (iii) permit the use or occupancy of the Premises or any part thereof, for any purpose other than a Permitted Use; or (vi) permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant, except for a de minimis use. In no event shall the Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall the Lease or any rights or privileges thereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.

(b) Tenant may, with the prior written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned, either assign the Lease to a Related Party of Tenant; or allow any transfer of the Premises (or any part thereof), the Lease or Tenant's interest therein by operation of law, under the following conditions:

(i) assignee shall assume all rights and obligations under the Lease, including for the payment of all Rent and for the payment, performance, and observance of Tenant's other obligations and agreements under this Lease;

(ii) Tenant is not in default under the Lease beyond any applicable cure period at the time of giving notice thereof or on the effective date of such assignment;

(iii) As applicable, the Related Party or assignee must provide disclosure in compliance with Chapter 2-154 of the Municipal Code of Chicago; and

(iv) Tenant is not relieved from liability for its obligations under the Lease, and Tenant shall continue to remain secondarily liable for the payment of all Rent under the Lease and for the payment, performance, and observance of all of Tenant's other obligations and agreements under this Lease.

“Related Party” shall mean: (i) any subsidiary, parent, subsidiary of parent, or affiliate of Tenant; (ii) any entity which directly or indirectly controls, is controlled by, or is under common control with Tenant; or (iii) any entity which acquires or succeeds to all or substantially all of the assets or business (including, without limitation, all rights and obligations of Tenant under this Lease) of Tenant; provided, in the case of an assignment, such Related Party has a net worth equal to the greater of the net worth of Tenant as of the effective date of such assignment or the net worth of Tenant as of the Effective Date. The term “control” (including the terms “controlling”, “controlled by”, and “under common control with”) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise. In addition, if Tenant is a public corporation, the stock of which is traded through a national or regional exchange or over-the-counter, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer of less than fifty (50%) of Tenant’s capital stock shall not be deemed a voluntary assignment of this Lease subject to the provisions of Section 11.1.

(c) Tenant may assign this lease or its leasehold interest in the Premises to any entity that results from any merger, consolidation, or reorganization of Tenant or, into which Tenant may be merged or with which Tenant may be consolidated, provided as follows:

(i) Tenant is not in default under this Lease;

(ii) Tenant must give City written notice at least fifteen (15) business days before such assignment or sublet unless prohibited by applicable Laws from doing so;

(iii) such assignment is not a subterfuge by Tenant to avoid its obligations under this Lease; and

(iv) Tenant’s successor shall have a tangible net worth which is at least equal to the greater of Tenant’s tangible net worth at the Effective Date or Tenant’s tangible net worth as of the day prior to the proposed merger, consolidation or purchase and Tenant’s notice to the City shall include information and documentation evidencing that each of the above conditions has been satisfied.

(d) Any attempted assignment or transfer in violation of this Section 11.1 shall be void.

11.2 Leasehold Mortgages. Tenant, and its successors and assigns, shall not have the right to obtain financing which will be secured by a leasehold mortgage.

ARTICLE XII

[INTENTIONALLY DELETED]

ARTICLE XIII

HAZARDOUS MATERIALS AND OTHER ENVIRONMENTAL MATTERS

13.1 Definitions. For purposes of this Lease, the following definitions will apply to environmental matters:

(a) For this Article XIII only, the term "Premises" shall mean the Original Premises and the Premises

(b) [*Intentionally Omitted*]

(c) "*Concluding Environmental Conditions Walk-Through*" or "*Concluding Walk-Through*" shall mean a physical walk-through of Tenant's Premises or any portion thereof by a representative or consultant of the City and Tenant prior to the date that such Premises are vacated or surrendered pursuant to this Lease, for the purpose of observing the environmental condition of the Premises or any portion thereof and Tenant's compliance with Section 13.2(k), the findings of which shall be documented in a report prepared by such City representative or consultant in consultation with Tenant.

(d) "*Contaminant*" shall mean any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

(e) "*Discharge*" shall mean an act or omission by which Hazardous Substances or Other Regulated Material now or in the future, are leaked, spilled, poured, deposited, or otherwise disposed into land, wetlands or Waters, or by which those substances are deposited where, unless controlled or removed, they may drain, seep, run or otherwise enter said land, wetlands or Waters.

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

(g) "*Environmental Claim*" shall mean any demand, cause of action, proceeding, or suit (a) for damages (actual or punitive), injuries to person or property, taking or damaging of property or interests in property without just compensation, nuisance, trespass, damages to natural resources, fines, penalties, interest, or (b) for losses, or for the costs of site investigations, feasibility studies, information requests, health or risk assessments, contribution, settlement, or actions to correct, remove, remediate, Respond to, clean up, prevent, mitigate, monitor, evaluate, assess, or abate the Release of a Hazardous Substance or Other Regulated Material, or any other investigative, enforcement, cleanup, removal, containment, remedial, or other private or governmental or regulatory action at any time threatened, instituted, or completed pursuant to any

applicable Environmental Law, or (c) to enforce insurance, contribution, or indemnification agreements being made pursuant to a claimed violation or non-compliance with any Environmental Law.

(h) “*Environmental Indemnitees*” shall have the meaning set forth in Section 13.8.

(i) “*Environmental Law(s)*” shall mean any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. Section 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.* (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(j) “*Hazardous Substance*” has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

(k) “*NPDES*” shall mean the National Pollutant Discharge Elimination System.

(l) “*Other Regulated Material*” shall mean any Waste, Contaminant, or any other material not otherwise specifically listed or designated as a Hazardous Substance, that is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or is a hazard to the environment or to the health or safety of persons.

(m) “*Release*” shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, Discharging, injecting, escaping, leaching, dumping, or Disposing of any Hazardous Substance or Other Regulated Material into the environment.

(n) “*Response*” or “*Respond*” shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor,

evaluate, investigate, assess, or abate the Release of any Hazardous Substance or Other Regulated Material, or to prevent or abate any public nuisance.

(o) “*Waste*” includes those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.* as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

(p) “*Waters*” has the meaning set forth in 415 ILCS 5/3.550, as amended from time to time.

13.2 Tenant Representations, Warranties and Covenants. Tenant represents, warrants, and covenants the following:

(a) Tenant has obtained and throughout the Term shall regularly maintain and timely update all applicable licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws, for conducting its operations at the Premises. Tenant shall ensure that its Associated Parties obtain, maintain and update all applicable licenses, permits, registrations and other authorizations required by Environmental Laws pertaining to its and their use of and operations at the Premises.

(b) Tenant shall comply and shall ensure that its Associated Parties comply, with all applicable Environmental Laws pertaining to its and their use of and operations at the Premises.

(c) Tenant shall not conduct its operations at the Premises in such a manner so as to cause, unlawfully allow or contribute to, and shall ensure that its Associated Parties do not cause, unlawfully allow or contribute to:

(i) any Release, Discharge or Disposal of any Hazardous Substance or Other Regulated Material at the Premises, in violation of an Environmental Law;

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

(iii) any Release, Discharge or Disposal in violation of any applicable Environmental Law which is a contributing cause of City exceeding any terms, conditions or effluent limits of any NPDES permit or individual storm water discharge permit issued to City, Multi-Sector General Permit, Municipal Separate Storm Sewer System permit, or any applicable federal or State of Illinois effluent limitation guideline, or standard of the MWRD;

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

(v) any emissions to the air in violation of any applicable Environmental Law that results in an exceedance of an applicable emission standard at the Airport or of any terms or conditions of any Tenant air permit.

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

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

(f) Tenant shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of any structural controls (above-ground or below-ground), as defined below, used to treat sanitary sewer waste and storm water runoff operated by Tenant or its Associated Parties on the Premises. Maintenance frequencies for structural controls shall be established by the Tenant in a reasonable manner in accordance with industry standards and applicable Environmental Law to ensure effective operation of such controls and to prevent failures of such controls that could result in the Discharge, Release or Disposal of pollutants in violation of any applicable Environmental Law. Tenant shall ensure that environmental records required to be kept by applicable law, including the O'Hare Storm Water Pollution Prevention Plan, are maintained on-site and for such duration as required by applicable law. Structural controls to be maintained shall include, but not be limited to: oil/water separators (both storm and sanitary sewer), grease traps, sand traps, diversion valves, shut-off valves, storm sewer drain filters, trench drains, catch basins, rain gardens, and retention/holding ponds and any other structural controls specifically listed on **Exhibit D, Structural Controls**, as the maintenance responsibility of the Tenant. Tenant shall remove and properly Dispose of any Waste in said designated structural controls maintained by Tenant prior to vacating the Premises. The structural controls for which Tenant is responsible for maintaining as of the date of this Lease are listed on **Exhibit D Structural Controls**, which list may be modified by agreement of the Parties to reflect construction/commissioning or demolition/decommissioning of structural controls. The Parties understand and agree that Tenant is not responsible for maintaining any structural controls outside of the Premises as outlined and identified by the "Leased Area" on the attached **Exhibit A-3 Site Plan: Land and Premises Pre-Tank Removal**. The Parties also agree and understand that Tenant is only responsible for the maintenance of the structural controls located within the Premises as outlined and identified by the "Leased Area" on the attached **Exhibit A-3 Site Plan: Land and Premises Pre-Tank Removal**, as may be modified from time to time.

(g) Tenant shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of air pollution control equipment, if any, required by any applicable Environmental Law operated by Tenant or its Associated Parties on the Premises. If applicable, maintenance frequencies for such air pollution control equipment shall be established by Tenant in a reasonable manner in accordance with industry standards, the provisions of applicable air permits and applicable Environmental Law to ensure effective operation of such equipment and to prevent failures of such equipment that could result in the emission of pollutants in violation of any applicable Environmental Law. Tenant shall ensure that environmental records are kept and maintained on-site for a period of time as required by applicable law. If applicable, the air pollution control equipment units to be maintained shall include, but not be limited to: scrubbers, filters, adsorbers, condensers, precipitators and other equipment, in each case to the extent such equipment is specifically listed on **Exhibit D Structural Controls** to this Lease as the maintenance responsibility of the Tenant. Tenant shall remove and properly Dispose of any Waste in said designated air pollution control equipment, if any, operated by Tenant prior to vacating the Premises. The air pollution control equipment, if any, for which Tenant is responsible as of the date of this Lease is listed on **Exhibit D Structural Controls**, which list may be modified by agreement of the Parties to reflect construction/commissioning or demolition/decommissioning of air pollution control equipment.

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

(i) Tenant acknowledges that City is subject to certain NPDES permits, state and federal storm water regulations, federal and state effluent limitation guidelines, and MWRD standards for operations at the Airport. Tenant shall conduct operations and activities at the Premises, including but not limited to de-icing, anti-icing, and construction, and shall ensure that its Associated Parties conduct operations and activities at the Premises in compliance with applicable Environmental Laws. Tenant acknowledges that its reasonable cooperation is necessary to ensure Airport's compliance with any applicable NPDES storm water permits and effluent limitation guidelines under Environmental Laws. Tenant shall minimize the exposure to storm water of materials generated, stored, handled, or used by Tenant or its Associated Parties at the Premises including Hazardous Substances or Other Regulated Material, by implementing and requiring implementation of certain written "Best Management Practices" as defined by and required under Environmental Laws, and shall make them available to City upon reasonable request. City shall provide advance notice to Tenant of and a reasonable opportunity to comment on, and shall otherwise endeavor to negotiate reasonable and cost effective terms and conditions

of any permits issued to City which may affect Tenant's operations at or use of the Premises or operations or activities conducted on its behalf at the Premises, or which may necessitate Tenant's reasonable cooperation to assure City's compliance therewith.

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

(k) Tenant, prior to vacating or surrendering any portion of the Premises for any reason, shall:

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

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

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

(l) Tenant understands and acknowledges that certain of its and City's future capital projects at the Premises may require review or approval by the FAA or the United States Environmental Protection Agency ("USEPA") or the Illinois Environmental Protection Agency ("IEPA"), pursuant to requirements imposed upon the Airport or City. If requested by City, Tenant shall reasonably cooperate with City in its preparation of such submittals as are required of City by FAA, USEPA, or IEPA, or their successor agencies, in connection with Tenant's future capital projects or in connection with City capital projects which benefit Tenant.

(m) In the event pre-existing environmental conditions are encountered and/or known to exist on the Premises, the provisions of Section 13.5 shall apply (except that the provision in Section 13.5(a) limiting Tenant's obligations to incidents during the Term shall not apply), and Tenant agrees to be bound as follows, unless otherwise agreed in writing by the City:

(i) In the event a Release or Discharge, or Disposal in violation of Environmental Law which occurred prior to the Effective Date is encountered on any portion of the Premises, the Tenant shall be presumed to be responsible for all costs incurred in connection with such contamination, including investigation, removal, remediation, or other required plan, report, or Response action, unless the Tenant establishes by a preponderance of the evidence that another party is fully responsible. In addition to any other notice obligations under this section or Section 13.5, Tenant shall promptly notify the City in writing of the discovery of any such Release, Discharge or Disposal if such was not previously known to exist on the Premises.

(ii) With respect to any leaking underground storage tank (“LUST”) incident impacting or relating to the Premises, and for which a no further remediation (“NFR”) letter has yet to be issued, the Tenant hereby agrees to provide a status report and all appropriate documentation to the City concerning the status of the LUST incident and the Tenant’s efforts to close the incident, and shall continue to provide such status report and documentation to the City every six months following the Effective Date until an NFR letter has been issued in relation to said LUST incident.

13.3 Right of Entry to Perform Environmental Inspections and Sampling.

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

(b) Tenant shall cooperate, and shall ensure that its Associated Parties cooperate, in allowing prompt, reasonable access to City to conduct such inspection, assessment, audit, sampling, or tests. In the exercise of its rights under this Section, City shall not unreasonably interfere with the authorized use and occupancy of the Premises by Tenant or Tenant's Associated Parties. Tenant remains solely responsible for its environmental, health, and safety compliance, notwithstanding any City inspection, audit, or assessment. City shall defend, indemnify, and hold harmless Tenant and its Associated Parties from and against any claims, suits, damages, costs, or losses arising from harm to property caused by such inspection, assessment, audit, sampling, or tests.

13.4 Information to be provided to City.

(a) If Tenant receives any written notice, citation, order, warning, complaint, claim or demand regarding Tenant's use of, or operations at, the Premises that is not legally privileged, made confidential by applicable law, or protected as trade secrets:

(i) concerning any alleged Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material by Tenant or by its Associated Parties;

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

(iii) asserting that Tenant or any such third party as identified in subsection (i) and (ii) above is liable for the cost of investigation or remediation of a Release or Discharge;

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

(b) Tenant shall simultaneously provide to City copies of its submittals of any non-privileged reports or notices required under Environmental Laws to any governmental agency regarding:

(i) Tenant's or its Associated Parties' alleged failure to comply with any Environmental Laws at the Premises, or

(ii) any Release or Discharge arising out of the past or present operations at or use of the Premises pursuant to this Lease.

(c) In connection with any matter arising under Section 13.4(a) above, Tenant shall make available, within ten (10) business days of Tenant's receipt of City's written request, subject to document retention requirements provided by applicable law, the non-privileged documents that Tenant has submitted to any governmental agency pertaining to the environmental compliance status of Tenant's operations at or use of the Premises, including without limitation any and all non-privileged records, permits, permit applications, test results, sample results, written or electronic documentation, studies, or other documentation regarding environmental conditions or relating to the presence, use, storage, control, Disposal, or treatment of any Hazardous Substance or Other Regulated Material by Tenant or its Associated Parties at the Premises.

13.5 Tenant's Environmental Response and Compliance Obligations.

(a) Without limiting the indemnity obligations of Section 13.8, if during the Term Tenant or any of its Associated Parties causes, unlawfully allows or contributes to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material (including, but not limited to those which contaminate or pollute any air, soil, Waters, storm sewer, detention basin, other stormwater infrastructure, or conveyance system) in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in an applicable Environmental Law including the O'Hare Spill Response Guide, at any portion of the Premises or adjacent Waters, in connection with their operations at the Premises, Tenant shall perform or cause to be performed, consistent with the provisions of Section 13.6, the following:

(i) notify the O'Hare Communications Center ("OCC") of such Release, Discharge, or Disposal as required by and in accordance with the O'Hare Spill Response Guide and applicable Environmental Laws;

(ii) report such Release, Discharge, or Disposal to appropriate governmental agencies as required by and in accordance with applicable Environmental Laws;

(iii) promptly respond to the Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material, as required by applicable Environmental Laws;

(iv) promptly take all further actions required under Environmental Laws to abate any threat to human health or the environment;

(v) promptly undertake any further removals, remediation, or corrective actions as are required by Environmental Laws or a governmental agency exercising its authorized regulatory jurisdiction under Environmental Laws, to remedy any such Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material, and any resulting impacts; and

(vi) promptly obtain documentation of the approval of the closure of such Release, Discharge, or Disposal from the governmental agency(ies) with regulatory jurisdiction as such may be issued under Environmental Laws and provide such documentation to City.

(b) Any remedial or other activity undertaken by Tenant under this Article shall not be construed to impair Tenant's rights, if any, to seek contribution or indemnity from any person, consistent with the terms and limitations of this Lease, including Section 13.8, below.

(c) Tenant shall not be responsible under this Section 13.5 for a Discharge, Release, or Disposal to the extent caused by an Air Carrier that Tenant is compelled to accommodate pursuant to Preferential Use Rules and Procedures.

13.6 Investigation, Remediation, or Corrective Action Process.

Before commencing any subsurface soil, surface water, stormwater, or groundwater investigations, removals, remediation, or corrective actions that Tenant or Tenant's Associated Parties are required to perform at the Premises under this Lease, including any such actions mandated in Section 13.5, and except for immediate removal actions required by Environmental Laws and otherwise undertaken pursuant to Section 13.5, Tenant shall promptly provide any proposed plans for such investigations, removals, remediation, or corrective actions to City for approval in accordance with applicable Environmental Laws, which shall not be unreasonably withheld or conditioned. The work shall be performed in a diligent manner consistent with the time(s) prescribed by Environmental Laws and relevant governmental authorities and at Tenant's expense, and City shall have the right to review and inspect all such work at any time using consultants and representatives of City's choice, at City's expense. Specific cleanup levels for any environmental removals, remediation, or corrective actions shall comply with applicable Environmental Laws, with commercial and industrial remediation standards being applied to such actions consistent with the use of the Premises for such purposes. Tenant may also utilize institutional controls and other engineered barriers as part of any removals, remediation or corrective actions to the extent authorized by Environmental Laws and approved by the City in

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

13.7 City's Rights to Ensure Tenant Compliance with Environmental Response and Compliance Obligations.

(a) If, as is reasonably determined by City, Tenant, Tenant's Associated Parties:

(i) do not take appropriate Response actions required by applicable Environmental Laws in response to a Release, Discharge or Disposal for which it is responsible under Section 13.5, within the time(s) prescribed by such Environmental Law(s) and relevant governmental authorities; or

(ii) do not perform or complete reporting, notifications, investigations, removals, remediation, corrective actions, or closure actions for which it is responsible under Section 13.5 within the time(s) prescribed by applicable Environmental Laws and relevant governmental authorities, or within the time reasonably necessary to enable City to meet its obligations under Environmental Laws (subject to the condition that, in the case of both Section 13.7(a)(i) and (ii) above, City must first provide reasonable advance written notice to Tenant of Tenant's failure to comply with such obligations and a reasonable opportunity for Tenant to cure such failure to comply by Tenant initiating or recommencing any such actions consistent with required schedules (including exercising its legal right to reasonably and in good faith challenge such alleged obligation to comply), but in any event not to exceed forty-five (45) days, except in emergency circumstances in which such advance notice is not possible),

then City or its authorized contractor, in addition to its rights and remedies described elsewhere in this Lease and otherwise available at law, in equity, or otherwise, may, at its election, upon reasonable notice, enter the affected area, and take whatever action City reasonably deems necessary to meet Tenant's obligations under Environmental Laws, within the time required under such Environmental Laws, consistent with the requirements of Section 13.5. In addition to notice and opportunity to cure as set forth in Section 13.7(a)(ii) above, City shall provide Tenant with its plan to perform such work for Tenant's review and comment at least seven (7) business days before the commencement of such work, which comments shall be reasonably considered by the City, except in emergency circumstances where such advance notice is not possible. Such action taken by City consistent with the requirements of this this Lease shall be at Tenant's expense plus administrative expenses of the greater of five hundred dollars (\$500.00) or 15% of all costs

incurred by City, including but not limited to reasonable attorneys' and consultants' fees and expenses, monetary fines and penalties, litigation costs or costs incurred in anticipation of litigation, expert witness fees, and expenses of investigation, removal, remediation, or other required plan, report, or Response action performed in accordance with applicable Environmental Laws.

(b) Except as set forth in Section 13.7(c), below, if City cannot identify with commercially reasonable effort any of the parties causing, unlawfully allowing, contributing to or responsible for a Release, Discharge, or Disposal at or from the Premises requiring the completion of appropriate Response actions as provided in Section 13.5(a), then City shall provide reasonable advance written notice to Tenant of its intention to take actions, to the extent of Tenant's obligations for such actions as provided in Section 13.5(a), to report, repair, contain, investigate, remove, correct or remediate such Release, or Discharge, or Disposal consistent with the requirements of Section 13.5. Tenant shall thereafter be afforded a reasonable opportunity (not to exceed forty-five (45) days) to commence such actions or provide City with information on the identity of the party or parties causing, contributing to, or responsible for such Release, Discharge, or Disposal, which information shall be considered in good faith by City and, as appropriate, shall provide a basis for City's pursuit of any responsible parties consistent with the provisions of Section 13.7(a). In addition to the above written notice, City shall provide Tenant with its plan to perform such actions for Tenant's review and comment at least seven (7) business days before the commencement of any work (except in emergency circumstances in which such advance notice is not possible), which comments shall be reasonably considered by City, after which the costs of such actions, if implemented by City, shall be recovered as a City operating and maintenance or a capital cost, as appropriate.

(c) In the event a Release, Discharge, or Disposal in violation of Environmental Law which occurred prior to the Effective Date is encountered on any portion of Premises, Tenant shall be presumed to be responsible for all costs incurred in connection with such impacts, including investigation, removal, remediation, or other required plan, report, or Response action, unless and to the extent Tenant demonstrates by a preponderance of the evidence that another party is responsible or that the Release, Discharge or Disposal occurred prior to the date of its occupancy at the Premises.

(d) Nothing in this Section is intended or shall be construed so as to prevent City or Tenant from exercising, in their reasonable discretion, any rights granted or available elsewhere in this Article, in this Lease, or by law.

13.8 Environmental Indemnification and Reimbursement.

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

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

or

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

(iii) documented loss by any Environmental Indemnitee(s) from any Environmental Claim, to the extent caused, unlawfully allowed or contributed to by the unauthorized Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material by Tenant or by its Associated Parties or the failure of Tenant or any Associated Party to comply with applicable Environmental Laws in connection with the operations of Tenant or its Associated Parties at the Premises, during the Term or the term of the Original Lease;

(b) Notwithstanding the provisions of this Section 13.8, in the event that the City and Tenant mutually agree or a court of competent jurisdiction determines by a final order that an Environmental Indemnitee's negligence or willful and wanton misconduct is at least fifty-one percent (51%) of the total fault which proximately caused the Environmental Claims, Tenant's obligation to indemnify the Environmental Indemnitee for amounts to be paid in connection with the Environmental Claims shall be limited to the amount attributable to Tenant's and its Associated Parties' proportionate share of the total fault which proximately caused the Environmental Claims. The City and Tenant agree, however, that this Section 13.8(b) is not intended to obviate or lessen in any way the Tenant's duty to defend the Environmental Indemnitees; provided, however, that to the extent City and Tenant mutually agree or a court of competent jurisdiction rules that the Environmental Claims were the result of the sole negligent act or omission or the willful and wanton misconduct of an Environmental Indemnitee, the City shall reimburse Tenant for its proportionate share of the costs of defense, including, but not limited to, attorneys' fees and court costs. For the avoidance of doubt, City shall reimburse Tenant for all defense costs Tenant incurred with respect to defending the City Indemnified Parties against Claims to the extent that City and Tenant mutually agree or a court of competent jurisdiction rules that such Claims were the result of the sole negligent act or omission of a City Indemnified Party.

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

(d) Except to the extent set forth in Section 13.8(b) above, Tenant waives the right of contribution and subrogation against the Environmental Indemnitees in connection with Environmental Claims set forth in Section 13.8(a) and (c), above.

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

(f) Any claims for environmental matters shall be subject to this Section 13.8 and shall not be subject to the indemnification provisions set forth in Section 7.2 of this Lease.

13.9 Limitations.

Except pursuant to Section 13.7(b) and (c), Tenant's obligations under this Article shall not apply to: (a) Releases, Discharges or Disposal that migrate onto, into, or from the Premises or the Airport and that were not caused, unlawfully allowed or contributed to by Tenant or its corporate predecessor(s) or third parties under Tenant's or its corporate predecessor(s)'s direction or control or conducting operations or activities on its or their behalf; or (b) Releases, Discharges or Disposals on, at, or from the Premises not caused, unlawfully allowed or contributed to by Tenant or its corporate predecessor(s) or by its or their Associated Parties, or any other party under Tenant's or its corporate predecessor(s)'s direction or control.

13.10 Existing Condition.

This Lease does not commit the City to conduct any environmental remedial or closure activities on the Property or other Airport property and the City does not admit and cannot be deemed to have admitted any liability as to any condition that may exist on the Premises or other Airport property.

13.11 Concluding Environmental Walk-Through. At least sixty (60) days prior to vacating or surrendering the Premises or any portion of them for any reason, Tenant shall provide City with access to perform a Concluding Walk-Through in order to determine the environmental condition of the Premises or that part of the Lease Premises being vacated, and their state of compliance with the requirements of Section 13.2(k). City shall provide Tenant with an opportunity to participate in the walk-through. If the Concluding Walk-Through reveals that Tenant has not removed all trash, containers, tanks, structures, debris, residue, and other items, materials and Waste for which Tenant or anyone operating on its behalf is responsible as required by Section 13.2(k), or has otherwise failed to comply with the requirements of Section 13.2(k), City will share its Concluding Walk-Through report and any relevant photographs with Tenant. Tenant will remove or correct any items to the extent not in compliance with the requirements of Section 13.2(k) within five (5) business days of receipt of said report and photographs, or such longer period of time as reasonably requested by Tenant to perform the corrective actions.

13.12 Tenant Hazardous Substance-Related Equipment and Fixtures. Any fixed tanks, pumps, chemical or Hazardous Substance or Other Regulated Material containers, pipelines, lines, and equipment or other such fixtures installed by or on behalf of Tenant shall at all times remain the property of Tenant, and ownership of or responsibility for such equipment shall not pass to City by virtue of such equipment being installed at the Premises, except pursuant to the agreement of the City and the Tenant. No such equipment shall be installed without the written consent of City. The list of structural controls in Section 13.2(f), Exhibit D Structural Controls, and/or air

pollution control equipment in Section 13.2(g), **Exhibit D Structural Controls**, above, if applicable, shall be amended by agreement of the parties to reflect such installation.

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

ARTICLE XIV

SURRENDER, DEMOLITION

14.1 **Surrender Condition**.

(a) Given that delays associated with Transfer of Services and the demolition of the Telephone Exchange Building have the potential to delay the construction of various planned Airport facilities, including but not limited to Gate Expansion Project, and the fact that the area surrounding the Telephone Exchange Building will be "air side" with live airplane jet traffic prior to the Termination Date, the City and Tenant agree that the Tenant shall turn over the Premises to the City on or before the Surrender Date in the condition set forth on **Exhibit E Maintenance of Operations Plan**.

(b) Throughout the Term, the City and the Tenant shall coordinate milestones and Tenant shall update its progress to the City on a regular basis for meeting such timeframe as to the anticipated date that Tenant will vacate the Premises in accordance with the Terms of this Article XIV and **Exhibit E Maintenance of Operations Plan**. In addition, Tenant shall provide the City with written notice of Tenant's intention to surrender the Premises or any portion of them for any reason at least thirty (30) days prior to the anticipated date of such surrender. If requested by the Tenant, the City will assist Tenant in obtaining consent of the other tenants and occupants at the Airport relating to the Transfer of Services. As reasonably requested by the City, upon not less than twenty-four (24) hours' notice, from time to time, representatives of the City and the Tenant shall conduct one or more walk-throughs of the Premises, including the Telephone Exchange Building, if not otherwise demolished prior thereto, to confirm the condition and situation of the acceptability of the site.

(c) **Final Walk-Through**. Prior to vacating or surrendering the Premises or any portion of them for any reason, either party may request one or more joint walk-throughs of the Premises to be surrendered and both parties will promptly schedule and jointly conduct any such walk-through of the Premises to determine if the Premises will be delivered to the City in compliance with this Article XIV and **Exhibit E Maintenance of Operations Plan**. If any items

have not yet been removed by the Tenant, City and the Tenant will jointly decide whether or not the items will be removed by the Tenant prior to the Termination Date or if the items will be deemed abandoned by the Tenant and demolished with the Telephone Exchange Building, provided however, any additional costs associated with removal of such items shall be at Tenant's cost and expense. Any items not removed prior to the Termination Date will be deemed abandoned by the Tenant and disposed of by the City by demolition or any other means at Tenant's sole cost and expense.

(d) Demolition Activities. Following the Termination Date, the City shall conduct the management of the demolition and removal of the Telephone Exchange Building and any additional agreed upon Infrastructure, provided that the demolition, including but not limited to removal of all demolition debris, remaining environmental remediation, and return of the site to grade by backfilling with rock (the, "**Demolition Activities**"), shall be done at Tenant's sole cost and expense in accordance with the terms of this Lease.

(e) Approximately twelve (12) months prior to the Termination Date, the City will solicit its pre-qualified pool of demolition contractors for proposals, using a scope of work developed by CDA and Tenant. Prior to soliciting contractors, CDA and Tenant will each work together in good faith and will each agree to give reasonable consideration to comments made by the other party when developing the demolition scope of work, it being understood and agreed that CDA will have the final say in determining the scope of work. The City will evaluate the bids and select the lowest qualified bidder for award of the demolition contract (the "**Demolition Contract**"). Subject to applicable procurement rules and regulations, Tenant shall have the right to approve the costs associated with the Demolition Contract. Tenant's approval shall not be unreasonably withheld, conditioned or delayed. In no event shall the City make material changes to or modifications to the Demolition Contract or incur any additional costs and expenses without the prior consent of Tenant, which consent may not be unreasonably withheld, conditioned or delayed. Without limiting the generality of the foregoing, approvals or consents will be deemed given if Tenant does not object within thirty (30) days of submission of the proposal to Tenant by the City.

(f) On the latter of January 31, 2024 or thirty (30) days after execution of the Demolition Contract, Tenant shall advance the City the approved costs associated with the Demolition Contract. Within thirty (30) days of completion of the Demolition Activities, City will provide Tenant with an itemized statement and reasonable backup documentation (with costs identified) in reasonable detail of all work completed on Tenant's behalf. If the statement shows that Tenant has overpaid for such work then the City shall reimburse Tenant within thirty (30) days following the Tenant's receipt of the itemized statement. In the event, Tenant underpaid for such work, then Tenant shall reimburse the City for such underpayment within thirty (30) days of Tenant's receipt of the itemized statement.

(g) Holdover Damages. Any delay in the Tenant surrendering the Premises to the City by the Surrender Date has the potential to delay the construction of various planned Airport facilities including but not limited to the Gate Expansion Project. If Tenant fails to vacate and surrender possession of the Premises to the City on or before the Surrender Date (as may be extended pursuant to Section 2.1(b)) in the condition required by this Lease and **Exhibit E**

Maintenance of Operations Plan, then commencing the first day following the City's issuance of a notice to quit and/or surrender possession of the Premises, Tenant shall be responsible for the actual costs incurred by the City in connection with any delays in the planned commencement or construction of Airport construction projects including but not limited to the Gate Expansion Project, to the extent caused by Tenant's failure to timely vacate the Premises, which such costs shall constitute actual damages (the "**Late Surrender Damages**").

(h) **Entry**. Notwithstanding anything to the contrary in this Lease, during the progress of any work on the Premises which may under the provisions of this Article XIV be performed by the City, the City may keep and store in the areas in which such work is being conducted all necessary materials, tools, supplies and equipment, provided that such activity does not disrupt or interfere with Tenant's Airport Communication Services. The City shall not be liable for inconvenience, annoyance, or disturbance, subject to the conditions in the preceding sentence, by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby.

ARTICLE XV

DEFAULT AND REMEDIES

15.1 **Events of Default**. If any one or more of the following events (each, an "**Event of Default**") shall happen:

(a) If default shall be made in the due and punctual payment of any Rent or other sums payable under this Lease or any part thereof, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) business days after notice from the City to Tenant specifying the items in default; or

(b) If Tenant shall fail to maintain insurance as required by, and such default shall continue for a period of ten (10) business days after notice from the City to Tenant; or

(c) If Tenant fails to promptly update the economic disclosures furnished in connection with this Lease, as required and in accordance with Section 2-154-020 of the Municipal Code of Chicago, when such information or responses contained in its economic disclosures are no longer complete or accurate; or

(d) If the Premises shall be abandoned, deserted, or vacated by Tenant without City consent, it being understood that the Premises shall not be deemed abandoned, deserted, or vacated if demolition is being undertaken pursuant to this Lease or for Casualty or a Force Majeure Event; or

(e) If Tenant shall initiate the appointment of a receiver to take possession of all or any portion of the Premises or Tenant's leasehold estate for whatever reason, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors, or if there shall be initiated against Tenant any such proceedings which are not dismissed within ninety (90) days; or

(f) If Tenant shall fail to vacate and surrender the Premises to the City on or before the Surrender Date; or

(g) If default shall be made by Tenant in the performance of or compliance with any of the agreements, terms, covenants or conditions in this Lease, other than those referred to in paragraphs (a) through (f) of this Section 15.1, for a period of thirty (30) days after notice from the City to Tenant specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within the thirty (30) day period, Tenant fails to proceed within such thirty (30) day period to cure the same and thereafter to prosecute the curing of such default with diligence and to cure such default within sixty (60) days after notice of the default;

(h) then, if Tenant fails to cure any such default listed above the City shall have the right to give written notice to Tenant specifying such Event or Events of Default and stating that this Lease shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice, and upon the date specified in such notice this Lease and all rights of Tenant under this Lease shall expire and terminate, unless prior to the date specified for termination the Event or Events of Default shall have been cured, and Tenant shall remain liable as hereinafter provided, and for avoidance of doubt, the Land is and shall remain the property of the City without necessity of any deed or conveyance from Tenant to the City, and any Infrastructure, personal equipment or fixtures remaining on the Land shall be deemed abandoned and vested to and in the City without other or further act.

15.2 City's Right To Perform Tenant's Covenants.

(a) Performance by the City. If Tenant shall at any time beyond the expiration of any applicable cure or grace periods provided under this Lease fail to pay any Imposition as defined in and in accordance with the provisions of Article V hereof, or to take out, pay for, maintain or deliver any of the Evidence of Insurance as provided for in Article VII hereof, or shall fail to make any other payment or perform any other act on its part to be made or performed, then the City may, but shall be under no obligation to:

(i) pay any Imposition payable by Tenant pursuant to the provisions of Article V hereof, or

(ii) take out, pay for and maintain any of the insurance policies provided for in Article VII hereof, or

(iii) make any other payment or perform any other act on Tenant's part to be made or performed as in this Lease provided.

The City may enter upon the Premises (after at least two (2) days' notice to Tenant except in the event of emergency) for any such purpose, and take all such action thereon, as may be necessary to cure the default listed in 15.2.

(b) Reimbursement. All reasonable sums so paid by the City and all reasonable costs and expenses incurred by the City, including reasonable attorneys' fees and expenses, in connection with the performance of any such act, together with interest at the Default Rate from the date of such payment or incurrence by the City of such cost and expense, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to the City on demand. If the City shall exercise its rights under paragraph (a) of this Section 15.2 to cure a default of Tenant, Tenant shall not be relieved from the obligation to make such payment or perform such act in the future, and the City shall be entitled to exercise any remedy contained in this Lease if Tenant shall fail to pay such Additional Rent to the City upon demand. Any reasonable costs of the City pursuant to this Section as a result of a default by Tenant, shall be recoverable by the City as Additional Rent at a rate of 115% of the costs for such work performed by the City. All costs incurred by the City hereunder shall be presumed to be reasonable in the absence of a showing of bad faith, clear error, or fraud.

(c) Entry. During the progress of any work on the Premises which may under the provisions of this Article XV be performed by the City, the City may keep and store in the areas in which such work is being conducted all necessary materials, tools, supplies and equipment, provided that such activity does not disrupt or interfere with Tenant's operations. The City shall not be liable for inconvenience, annoyance, or disturbance, subject to the conditions in the preceding sentence, by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby.

15.3 Intentionally Left Blank.

15.4 Additional Remedies. If Tenant fails to remove any items required to be removed by it hereunder within sixty (60) days after the City provides Tenant with notice of termination in accordance with Section 15.1(h), then the City may terminate the Lease and remove said items and Tenant shall pay the reasonable cost of any such removal, repair and demolition, together with interest thereon at the Default Rate from and after the date such costs were incurred until the City's receipt of full payment therefor and all applicable Additional Rent as set forth herein. Upon or at any time after the termination of this Lease, the City may, without further notice, enter upon and re-enter the Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Premises, and may have, hold and enjoy the Premises and the right to receive all income from the same. No such expiration or termination of this Lease shall relieve Tenant of its liability and obligations under this Lease, and such liability and obligations shall survive any such expiration or termination.

15.5 No Waiver. No failure by either the City or Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent

upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either the City or Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver by the City or Tenant of any breach shall constitute a waiver of any other, or subsequent, breach or in any way affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

15.6 Injunctive Relief. In the event of any breach by Tenant or the City of any of the agreements, terms, covenants or conditions contained in this Lease, the non-breaching Party shall be entitled to enjoin such breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other available remedies not provided for in this Lease.

15.7 Holdover. No occupancy by Tenant after the last day of the Term or earlier termination of this Lease shall be construed as agreement or acquiescence by the City to extend the Term. In the event of continued occupancy by Tenant of all or any portion of the Premises after the last day of the Term or earlier termination of the Lease without the express prior written approval of the City, such holding over shall be on a month-to-month basis on the same terms and conditions as this Lease, including payment of the Rent as set forth herein. Except in the case of a Force Majeure Event(as defined in Section 18.20), Tenant shall pay Base Rent for the Premises during such holdover period at 125% for the first sixty (60) days and 150% thereafter of the annual rate of the Base Rent last payable, in addition to all other Additional Rent as required hereunder.

15.8 Remedies Cumulative. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the City or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE XVI

NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS

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

(a) Tenant, for itself, its assignees and successors in interest, covenants and agrees that it shall assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA. In the event of Tenant's breach of any of the above Non-discrimination covenants, the City shall have the right to terminate this Lease.

(b) Tenant, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, hereby covenants and agrees, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations such that no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.

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

(d) Tenant, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, hereby covenants and agrees, as a covenant running with the land, that (i) no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (ii) in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (iii) Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

(e) In the event of Tenant's breach of any of the Non-discrimination covenants described in subsection 16.1 (a), above, the City shall have the right to terminate this Lease, and to enter or re-enter and repossess the Premises and the facilities thereon, and hold the same as if this Lease had never been made or issued. This subparagraph (e) shall not become effective until the applicable procedures of 49 CFR Part 21 are followed and completed, including the expiration of appeal rights.

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

16.2 Affirmative Action. Tenant assures that: (a) it shall undertake an affirmative action program as required by the City, and by all federal and state laws, rules and regulations pertaining to

Civil Rights (and any and all amendments thereto), including, without limitation, 49 CFR Part 21 and 49 U.S.C. § 47123, to assure that no person shall, on the grounds of race, creed, color, national origin, sex, or age be excluded from participation in or denied the benefits of the program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA; (b) it shall not engage in employment practices that result in excluding persons on the grounds of race, creed, color, national origin, sex, or age, from participating in or receiving the benefits of any program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA, or in subjecting them to discrimination or another violation of the regulations under any program covered by 49 CFR Part 21 and 49 U.S.C. § 47123; and (c) it shall include the preceding statements of this Section 16.2 in Tenant's contracts and other applicable documents under this Lease, and shall require that its contractors and others similarly include these statements in their subcontracts and applicable documents.

ARTICLE XVII

OTHER REQUIREMENTS

17.1 Contract Requirements. Without limiting the provisions of Section 8.1 and 16.1 of this Lease, Tenant shall, at its sole cost and expense, at all times observe and comply, and shall require for all Tenant Alterations that Tenant's general contractor, Tenant's architect, and all other of its consultants, contractors, and subcontractors (including, without limitation, requiring the inclusion or incorporation by reference of such requirements in all of Tenant's contracts or agreements with Tenant's general contractor, Tenant's architect and all other such consultants, contractors, or subcontractors and the City shall be expressly identified as a third party beneficiary in the contracts thereunder) observe and comply, with all applicable federal, state, and local laws, ordinances, rules (including Airport Rules), regulations, and executive orders, now existing or hereinafter in effect (each, a "**Law**", and collectively, "**Laws**"), to the extent applicable to such party and its operations at the Land or the Premises.

(a) Federal.

(1) Aviation Security, 49 USC 449 et seq.

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

- A. Civil Rights Act of 1964, 42 USC 200 et seq.; 49 CFR Part 21; Executive Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 USC 2000(e) note, as amended by Executive Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Section 520 of the Airport and Airway Improvement Act of 1982.
 - B. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended.
 - C. Civil Rights Restoration Act of 1987 (P.L. 100-209).
 - D. Age Discrimination Act of 1975 (42 USC 6101 – 6106), as amended.
 - E. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended; and 49 CFR part 27.
 - F. Equal Employment Opportunity Regulations 41 CFR Part 60-2.
 - G. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC 4601.
 - H. Americans with Disabilities Act of 1990 (P.L. 101-336); and 41 CFR Part 60 et seq. and 49 CFR parts 37 and 38.
 - I. Air Carriers Access Act, 49 USC 41705.
- (3) Federally Assisted Contracts, 49 Code of Federal Regulations Part 26.
 - (4) Uniform Federal Accessibility Guidelines for Buildings and Facilities.
 - (5) Occupational Safety and Health Act, 40 USC 333; 29 CFR 1926.1.
 - (6) Hazard Communication Standard, 29 CFR 1926.58.
- (b) State (to the extent that the below are applicable to Tenant and/or Tenant's Permitted Uses at the Premise):
- (1) Municipal Purchasing Act, 65 ILCS 5/8-10-1 et seq.
 - (2) Illinois Environmental Protection Act, 415 ILCS 5/1.
 - (3) Tax Delinquency Certification, 65 ILCS 5/11-42.1-1.
 - (4) Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., regulations at 71 Ill. Adm. Code Ch. 1, Sec. 400.110.

- (5) Steel Products Procurement Act, 30 ILCS 565/1 et seq.
- (6) Public Construction Bond Act, 30 ILCS 550/0.01 et seq. (in form and amount and with surety acceptable to the City and The City named as co-obligee)
- (7) Prevailing Wage Act, 820 ILCS 130/0.01 et seq.
- (8) Mechanics Lien Act, 770 ILCS 60/23 (waiver of liens).
- (9) Criminal Code provisions applicable to public works contracts, 720 ILCS 5/33E.
- (10) Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.
- (11) Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.
- (12) Public Works Employment Discrimination Act, 775 ILCS 10/0.01.
- (13) Illinois Public Act 85-1390 (1988 Ill. Laws 3220) (MacBride Principles).
- (14) Veteran Preference Act, 330 ILCS 55/0.01 et seq.
- (15) Illinois Governmental Ethics Act, 5 ILCS 420/1-101.
- (16) Public Officer Prohibited Activities Act, 50 ILCS 105/3.
- (17) Municipal Purchasing Act for Cities of 500,000 or More Population, 65 ILCS 5/8-10-17 (pecuniary interest).
- (18) Illinois Wage Payment and Collection Act, 820 ILCS 115/9 (deduction from wages).

(c) Municipality (to the extent the below are applicable to Tenant and/or Tenant's Permitted Uses at the Premises).

- (1) Section 2-92-250 of the Municipal Code of Chicago (Retainage).
- (2) Section 2-92-030 of the Municipal Code of Chicago (Performance bonds).
- (3) Section 2-92-580 of the Municipal Code of Chicago (MacBride Principles).
- (4) Section 2-160-010, et seq. of the Municipal Code of Chicago (Chicago Human Rights ordinance). Further, Tenant shall furnish such reports and information as requested by the Chicago Commission of Human Relations.
- (5) Section 2-92-420 of the Municipal Code of Chicago (Minority Owned and Women-Owned Business Enterprise Procurement Program). Tenant shall make good faith efforts

and shall cause its contractors and subcontractors to utilize good faith efforts to meet participation goals for MBEs and WBEs in the design (25% for MBEs and 5% for WBEs) and construction (26% for MBEs and 6% for WBEs) of the Tenant Alterations including the utilization of the City's Assist Agencies to aid in the identification of MBE and WBE certified businesses as more fully set forth in **Exhibit C**.

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

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

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

(9) Section 2-92-320 of the Municipal Code of Chicago (Non-Collusion, Bribery of a Public Officer or Employee). Generally, no person or business shall be awarded a contract if such person or business entity has been convicted of, or admitted guilt for, bribery or attempting to bribe a public officer or employee of the City, State of Illinois, or any agency of the federal government or any state or local government in the United States or has been convicted of, or admitted guilt for, collusion among bidders, in the previously three years.

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

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

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

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

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

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

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

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

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

(19) Intentionally Deleted.

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

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

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

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

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

For purposes of this provision:

- “Other Contract” means any agreement entered into between the Lessee and the City that (i) is formed under the authority of Municipal Code of Chicago Ch. 2-92; (ii) is for the purchase, sale or lease of real or personal property; or (iii) is for materials, supplies, equipment or services which are approved and/or authorized by the City Council.
- “Contribution” means a “political contribution” as defined in Municipal Code of Chicago Ch. 2-156, as amended.
- “Political fundraising committee” means a “political fundraising committee” as defined in Municipal Code of Chicago Ch. 2-156, as amended.

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

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

17.4 Survival of Certain Provisions. All of City's and Tenant's indemnities, waivers, assumptions of liability, duties and obligations hereunder, including but not limited to those contained within Section 7.2, Article XIII, Article XIV, and the related provisions of Article XVIII, shall survive the expiration or other termination of this Lease, whether by expiration of time, operation of law or otherwise, to the extent required for the observance and performance thereof.

17.5 Confidentiality of Airport Security Information. Tenant acknowledges and agrees that information vital to the security of the airport (“**Airport Security Data**”), including but not limited to Sensitive Security Information as defined by 49 CFR Part 1520, may be prepared, assembled, encountered by, or provided to Tenant in connection with this Lease. Tenant has an ongoing duty to protect confidential information, including but not limited to any Airport Security Data. If Tenant fails to safeguard the confidentiality of Airport Security Data, Tenant is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration (“**FAA**”), or the Transportation Security Administration (“**TSA**”) that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Tenant, with parties providing material, labor or services to complete the any work relating to this Lease, must contain the language of this section. If the Tenant fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

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

17.7 Intentionally Deleted.

17.8 SEC Rule 15c2-12. _ Tenant, upon the City’s request, shall provide to the City such non-confidential information as the City may reasonably request in writing to comply with the City’s continuing disclosure requirements under SEC Rule 15c2-12, as it may be amended from time to time, provided, however, that Tenant may, in lieu of providing the requested information, direct the City to a Tenant or Securities and Exchange Commission website where the requested information is then currently available.

17.9 Airport Security Badges. The Tenant must apply for a CDA Airport Security Badge for each of its employees, Subcontractors, material suppliers, invitees, consultants or other persons the Tenant employs during the Term. Each person requiring regular access to airside areas of the Airport must submit a signed, completed “Access Control Photo ID Badge and Fingerprint Application”, to the CDA to receive an Airport Security Badge, which may include authorization to drive on the Aircraft Operations Areas (“**AOA**”). However, if the person does not go through security to the airside more often than seven (7) days, over the duration of the project, that person may be escorted by an individual with an airport security badge.

Each person requiring regular access to Airside areas of the Airport must submit a signed, completed “Access Control Photo ID Badge and Fingerprint Application,” to the CDA to receive an Airport Security Badge, which may include authorization to drive on the AOA. Prior to issuance of the Airport Security Badge, the employee must complete the TSA required training class.

The FAA, TSA, and City requires employees of Tenants, Contractors and all Subcontractors to provide fingerprints for a criminal history check conducted by the Federal Bureau of Investigation as a requirement to apply for an Airport Security Badge.

Employees without proper credentials will be removed from the AOA or any secured area of the airport.

17.10 Airfield Access Vehicle Permits: In order for the Tenant to be issued Airfield Access Vehicle Permits for operation of a vehicle on the AOA, the Tenant must submit a "Company Vehicle Access Form – AIRFIELD". The Tenant is responsible for requesting and completing these forms for all vehicles to be used on the Project site. Vehicles without proper credentials will be removed from the AOA or any secured area of the airport.

17.11 Airport Access Rules. The following rules related to Security Badges, Vehicle Permits, Driver's Licenses must be adhered to:

a. Each person must wear and display an Airport Security Badge issued to that person on his or her outer apparel, above the waist, at all times.

b. Tenant must ensure that its employees needing an ORD badge have met the security background checks and training requirements of the Airport Certification Manual and FAR Part 139. This includes, but may not be limited to:

i. 10-year employee background check (contractor responsibility).

ii. Finger printing (completed at ORD).

iii. On all Airside Projects: During the badging process, but prior to receiving ORD ID badge, all employees shall complete Part 303 (2 hours) training, the cost for which is incidental to the Contract.

iv. Annual 303 Training. This training is required for all personnel that will be issued an ORD identification badge, except when issued a red badge. If an employee is issued a green badge, with or without driving privileges (yellow stripe), this training must be completed prior to application for the initial badge and repeated annually prior to badge renewal. This requirement applies to all Tenants, Contractors and Subcontractors.

v. Vehicle driver testing, if applicable.

c. All individuals operating a vehicle on the AOA must be familiar and comply with motor driving regulations and procedures of the State of Illinois, the City of Chicago, and the CDA. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver Licenses. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Airport Security Badge that includes authorization to drive on the Airside. In order to receive a badge authorizing operation of a vehicle on the AOA, the individual must attend mandatory training and pass a written examination.

d. All vehicles and mobile construction equipment that are to be in use on the AOA for more than seven (7) days over the duration of the project, must have an Airfield Access Vehicle Permit affixed to the vehicle at all times while operating on the AOA. All vehicles and construction

equipment are subject to search as they enter the AOA or any time thereafter. In addition, all required City stickers and State Vehicle Inspection stickers must be valid.

e. Escorted vehicles or equipment that will be in use on the AOA for less than seven (7) days over the duration of the Term, that do not have an Airfield Access Vehicle Permit are required by the TSA to be inspected as they enter the AOA.

f. Access to the Premises for Tenant Alterations sites will be as shown or designated on the Contract Documents. The Tenant will use only designated access gates, service roads or haul roads while on Airport property.

g. Whenever the Tenant receives permission to enter Airport property in areas that are not exit/entering points, secured by Airport Security, the Contractor will be required to provide gates that comply with Airport design and construction standards. Two (2) bonded security guards will be required at the gates when the gates are in use. Unless otherwise directed by the City, the locks and security guards will be provided by Airport Security. If Tenant is required to provide security guards, Tenant's failure to provide the necessary security will result in an immediate closure by Airport personnel of the points of access. No extension of time will be allowed for the execution of Relocation if the Tenant is required to gain access through Airport Security exit/entry points.

h. The Commissioner will determine areas in which the Tenant may stockpile materials, and park equipment, or vehicles, and any conditions related thereto.

i. Damage to any security fencing, gates, or alarms caused by the Tenant must be immediately reported to the Commissioner and must be manned by a bonded security guard of the Tenant until restored and must be restored to its original condition within an eight (8) hour period from the time of notice given by the Commissioner.

j. Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner and must be manned by a bonded security guard of the Tenant on a twenty-four (24) hour basis during the period of temporary removal and must be restored to its original condition when construction is completed.

k. Weapons, alcohol, illegal drugs, or other contraband are not allowed on the Airport.

l. All Tenant's personnel and vehicles working within the Airport security limits will be properly identified. All Airfield Access Vehicle Permits and Airport Security Badges will be issued to the Tenant by the Commissioner, as required. Return of all Permits and Badges to the Commissioner after completion of the Project is the responsibility of the Tenant. Final Contract Payment will not be made until all Permits and Badges issued have been returned to CDA.

m. The Tenant must place signage that identifies the Tenant, on all vehicles and equipment used at the Airport. The size of the signage and information to be provided will be determined by the Commissioner.

n. Certified Flagger Training: Under the requirements of Advisory Circular (AC) 150-5370-2F, all personnel flagging on an airport must be familiar with the specific requirements and limitations of the construction project and taxiway crossing areas. All Tenant flaggers are required to attend the Airport flagger training program.

ARTICLE XVIII

MISCELLANEOUS

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

18.2 Entry on Premises by the City. Tenant shall permit the City and its authorized representatives, upon 24 hour advance notice to Tenant, to enter the Premises at all reasonable times with a Tenant representative for the purpose of inspecting the same for compliance with the covenants and obligations of this Lease, provided that such inspections shall be conducted so as not to unreasonably interfere with the conduct of business therein by Tenant or any subtenant or other occupant, and Tenant shall have the right to have a representative accompany the City. Tenant agrees that no notice shall be required in the case of emergency, provided the City shall use reasonable efforts to provide prior notice and, in any event, shall provide such notice promptly following such emergency entry

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

18.4 Notices. Notwithstanding anything else in this Lease to the contrary, all notices required to be provided pursuant to this Lease shall be in writing and shall be sent: (a) by personal delivery, nationally-recognized commercial overnight delivery service, (b) by registered or certified U.S. mail, postage prepaid and return receipt requested, addressed to the applicable party as set forth below, or to such other address(es) as such party may designate from time to time by notice to the other party or as required by this Lease, and shall be deemed given upon receipt, or upon attempted delivery where delivery is refused or mail is unclaimed; or (c) to the extent expressly permitted elsewhere in this Lease for a specific notice or as mutually agreed by the City and Tenant, by electronic mail with electronic receipt. The parties' addresses for notices shall be:

If to the City:

Chicago Department of Aviation
P.O. Box 66142
10510 West Zemke Road
Chicago, IL 60666
Attn: Commissioner
Electronic Mail Address:
CDACommissioner@cityofchicago.org

If to Tenant:

AT&T Services, Inc.
One AT&T Way, Room 1B201
Bedminster, NJ 07921
Attn.: CRE Lease Administration

and to:

AT&T Services, Inc.
225 W. Randolph St., 13th Floor
Chicago, IL 60606
Attn.: Lori Skrezyna
LS6189@att.com

and to:

AT&T Services, Inc.
208 S. Akard Street, Room 3137
Dallas, TX 75202
Attn: AVP Senior Legal Counsel-Real Estate

AT&T Services, Inc
15 East Midland Avenue
Paramus, NJ 07652
Attn.: Debbie Braun AVP Senior Legal
Counsel—Real Estate
Db2009@att.com

With a copy to:

Corporation Counsel City of Chicago
2 North LaSalle Street, Suite 540
Chicago, IL 60602
Attn: Deputy Corporation Counsel
Aviation, Environmental, Regulatory Division

:

And a copy to:

Chicago Department of Aviation
P.O. Box 66142
10510 West Zemke Road
Chicago, IL 60666
Attn: Chief Development Officer
Electronic Mail Address:
CDACHiefDevOfficer@cityofchicago.org

And a copy to:

Chicago Department of Aviation
P.O. Box 66142
10510 West Zemke Road
Chicago, IL 60666
Attn: Deputy of Real Estate
Electronic Mail Address:
CDADeputyRealEstate@cityofchicago.org

And a copy to:

Chicago Department of Aviation
P.O. Box 66142
10510 West Zemke Road
Chicago, IL 60666
Attn: General Counsel
Electronic Mail Address:
CDAGeneralCounsel@cityofchicago.org

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

18.6 Intentionally deleted.

18.7 Waiver of Jury Trial. The parties hereto waive a trial by jury of any and all issues arising in any action or proceeding between them or their successors or assigns under or connected with this Lease or any of its provisions, any negotiations in connection therewith, or Tenant's use or occupation of the Premises.

18.8 No Brokers. The City and Tenant mutually represent that they have dealt with no broker in connection with this Lease. The City and Tenant hereby indemnify and agree to save the other harmless from any and all loss, cost, damage or expense incurred arising from their respective dealing with a broker.

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

18.10 Consents. Except in the case where the City has specifically agreed in this Lease not to unreasonably withhold its consent and the City withholds its consent in violation of such specific requirement in this Lease, Tenant shall have no claim, and hereby waives the right to any claim, against the City for money damages by reason of any refusal, withholding or delaying by the City of any consent, approval or statement of satisfaction, and, in such event, Tenant's only remedies therefor shall be an action for specific performance or injunction to enforce any such requirement and in the event the Tenant is granted specific performance or injunctive relief then the end of the Term shall be delayed by one day for every day of delay caused by the City.

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

18.12 Final Agreement. This Lease constitutes the entire agreement between the parties regarding the subject matter of this Lease, there being no other terms, oral or written, except as herein expressed. No modification of this Lease will be binding on the parties unless it is in writing and signed by both parties hereto. This Lease will become effective as a binding Agreement only upon the handwritten legal execution and delivery hereof by City and Tenant.

18.13 Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 11.1, inure to the benefit of and be binding upon, the successors and assigns of the parties hereto.

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

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

18.16 Captions; Interpretation. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease. The table of contents and headings contained in this Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease. Whenever the words "include," "includes" or "including" are used in this Lease, they shall be deemed to be followed by the words "without limitation." The definitions contained in this Lease are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument or Law defined or referred to herein means such agreement, instrument or Law as from time to time amended, modified or supplemented, unless otherwise specifically indicated.

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

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

18.19 Time of the Essence. Time shall be of the essence hereof.

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

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

18.22 Tenant Cooperation With Other Development. Tenant agrees not to oppose applications for governmental permits and approvals relating to any proposed development by the City and any other party of any portion of the Airport in the vicinity of the Premises, provided that such applications or development will not alter Tenant's rights or limit or interfere with Tenant's Permitted Uses hereunder.

18.23 Definition of the City. For purposes of this Lease and the exhibits attached hereto, the “City” means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois, and its successors and assigns. In any case under this Lease or the exhibits attached hereto that the City may or shall take any action, perform any review or approval, engage or participate in any process, or otherwise perform any of its obligations or other terms hereunder, such action or performance may be undertaken by, under the supervision of, or at the direction of the CDA the Commissioner of Aviation, or by such other departments, persons, officials, representatives, or contractors as may be specifically authorized by the City from time to time. Without limitation of the foregoing, however, it is understood and agreed that, unless the City notifies Tenant otherwise, the Commissioner of Aviation shall be authorized to act on behalf of the City.

18.24 Confidentiality. The parties recognize that each party may be required to deliver certain proprietary or confidential information to the other party under the terms of this Lease; provided, however, prior to the delivery of any information that the party deems “confidential” or “proprietary” the parties agree to comply and execute a commercially reasonable acceptable mutually acceptable Confidentiality Agreement, subject to the City’s obligations under Illinois Freedom of Information Act, 5 ILCS 140/1, et seq. (“FOIA”), Illinois Local Records Act, 50 ILCS 205/1 et seq., (“ILRA”) and other applicable laws.

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

18.26 Exhibits. All exhibits referred to in this Lease and which may, from time to time, be referred to in any duly executed amendment to this Lease are (and with respect to future amendments, shall be) by such reference incorporated into this Lease, and deemed a part of this Lease as fully as if set forth within it. The parties agree that the following Exhibits are attached hereto and made a part hereof:

Exhibit A-1 – Site Plan: Original Premises

Exhibit A-2 – Site Plan: Returned Premises

Exhibit A-3 – Site Plan: Land and Premises Pre-Tank Removal

Exhibit A-3 – Site Plan: Land and Premises Post-Tank Removal

Exhibit B – Permitted Exceptions

Exhibit C – Special Conditions Regarding Minority Owned Business Enterprise Commitment and Women Owned Business Enterprise Commitment in Construction Contracts.

Exhibit D – Structural Controls

Exhibit E - Maintenance of Operations Plan

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

18.28 Release of Personal Liability. Neither party shall charge any official, employee or agent of the other party personally with any liability or expenses of defense or hold any official, employee or

agent of such other party personally liable to them under any term or provision of this Lease or because of such party's execution, attempted execution or any breach of this Lease.

18.29 Recitals. The Recitals to this Lease are incorporated into and shall constitute a part of this Lease.

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

[CITY'S SIGNATURE PAGE TO FOLLOW]

CITY OF CHICAGO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(Corporate Seal)

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

By: _____
Commissioner of the Chicago
Department of Aviation

APPROVED AS TO FORM AND LEGALITY:

By: _____
Deputy Corporation Counsel

**THIS LEASE SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS
AND UNTIL IT IS SIGNED BY THE CITY AND REVIEWED AND APPROVED BY THE
CITY'S LAW DEPARTMENT.**

[TENANT'S SIGNATURE PAGE TO FOLLOW]

TENANT:

Illinois Bell Telephone Company, LLC an Illinois limited liability company

By: _____
Name: _____
Title: _____

TENANT'S ILLINOIS AGENT FOR SERVICE OF PROCESS:

Print Name: CT Corporation System,

Print Address: 208 S LaSalle St, Ste 814
Chicago, IL 60604

EXHIBIT A-1
Original Premises

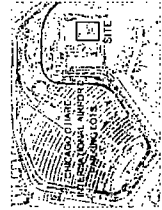
Original Premises containing approximately 45,657 square feet



CHICAGO DEPARTMENT OF AVIATION
 CHASE INTERNATIONAL AIRPORT
 CITY OF CHICAGO

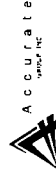
LORILIGHTFOOT
 JAMES R. WIFE
 ARCHITECTS

Ground Lease between City of Chicago
 and Illinois Bell Telephone Company, LLC
 at Chicago O'Hare International Airport,
 for Tenant's Telephone Exchange Building



KEY PLAN

NO.	DATE	DESCRIPTION



ACCURATE
 SITE PLAN
 ORIGINAL PREMISES

DESIGNED: CHICAGO
 PROJECT NO: 0112/2022
 DATE: 01/12/2022
 SHEET NO: A-1
 POSITION:

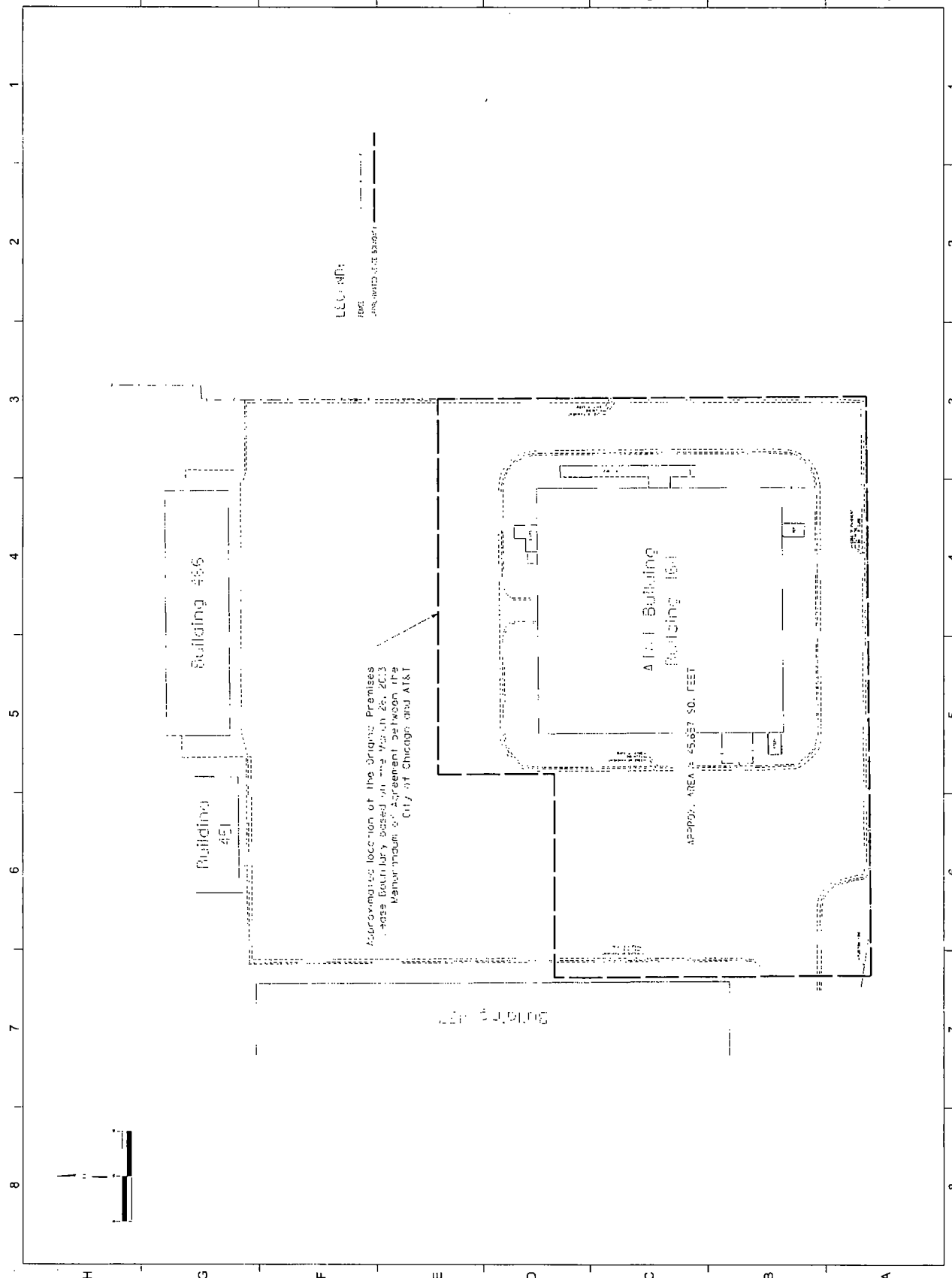
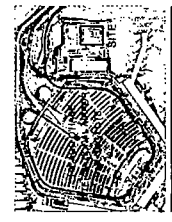


EXHIBIT A-2
Returned Premises

Returned Premises containing approximately twenty-six thousand nine hundred thirty-eight (26,938) square feet

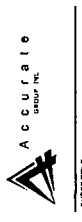
LOAN LIGHTFOOT
 ARCHITECT
 100 N. LAUREL ST.
 CHICAGO, IL 60610

Ground Lease between City of Chicago
 and Illinois Bell Telephone Company, LLC
 at Chicago O'Hare International Airport
 for Tenant's Telephone Exchange Building



KEY PLAN

NO.	DATE	DESCRIPTION	PREPARED BY



SHEET TITLE
**SITE PLAN
 RETURNED PREMISES**

DESIGNED	DRAWN	CHECKED

PROJECT NO.
 DATE
 01/12/2022

ENGINEER
 A-2

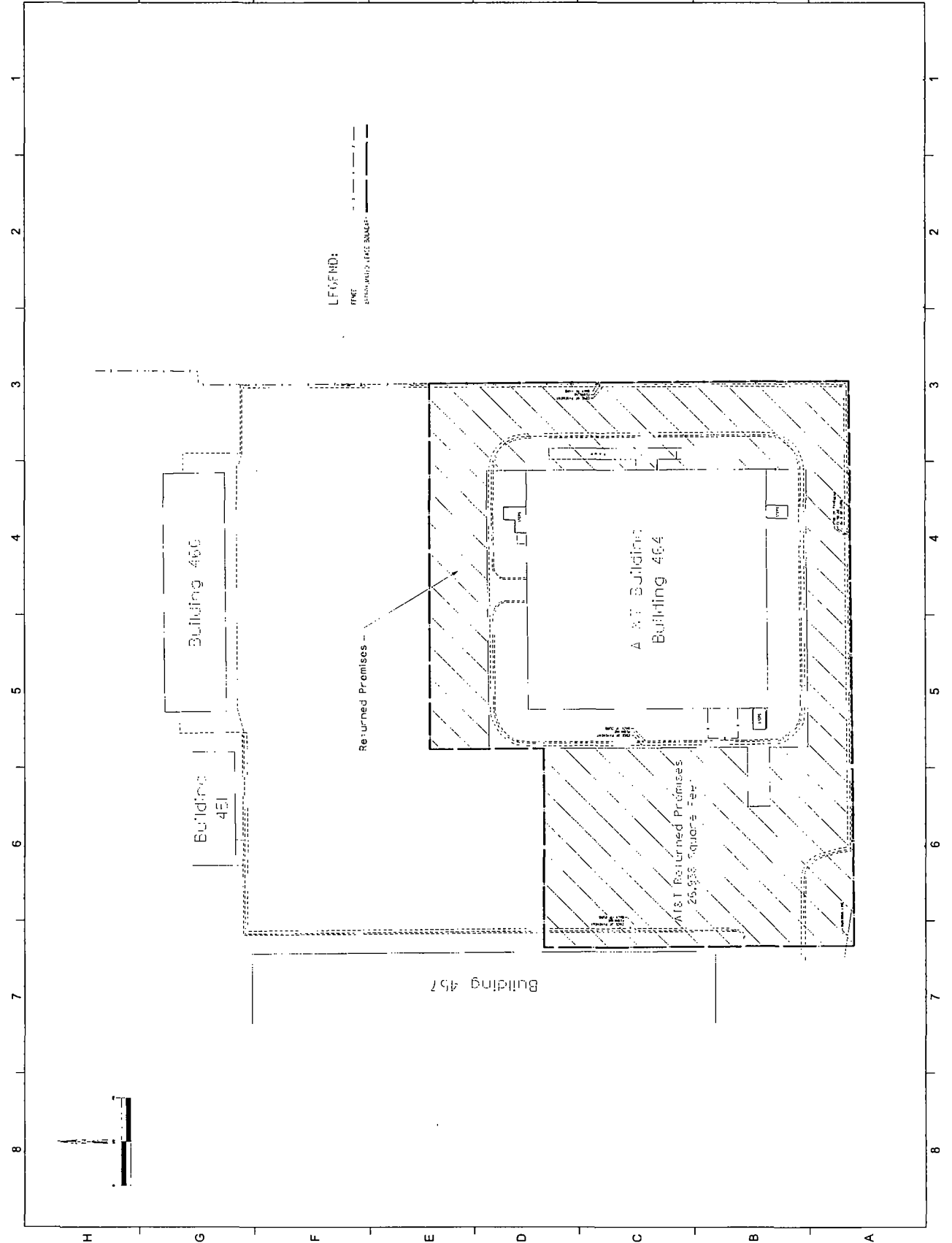


EXHIBIT A-3

Land and Premises Pre-Tank Removal

**Land and Premises containing approximately eighteen thousand seven hundred nineteen
(18,719) square feet**



CHICAGO COMMUNITY DEVELOPMENT AGENCY
OHARE INTERNATIONAL AIRPORT
CITY OF CHICAGO

LORLIGHTFOOT
JAMES L. BAILEY
CIVIL ENGINEER
CANNON DESIGN

Ground Lease between City of Chicago
and Illinois Bell Telephone Company, LLC
at Chicago O'Hare International Airport
for Tenant's Telephone Exchange Building



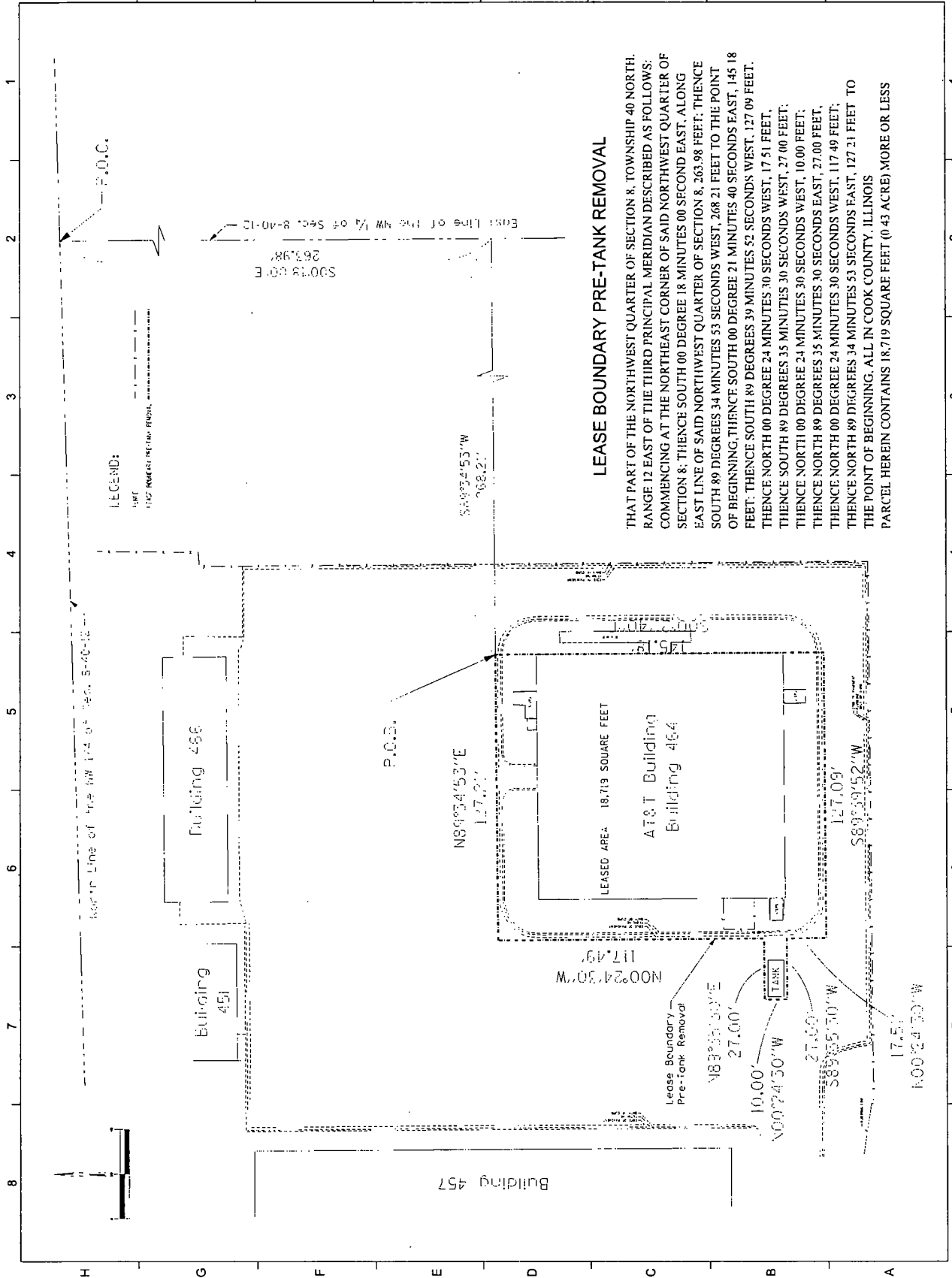
KEY PLAN

NO.	DATE	DESCRIPTION

PREPARED BY: AL
A c c u r a t e
GROUP, INC.

SHEET TITLE
LAND & PREMISES
PRE-TANK REMOVAL
DESIGNED: DRAWN: CHECKED:

PROJECT NO.
DATE: 11/15/2021
EQUIP. NO.
REVISION
A-3



LEASE BOUNDARY PRE-TANK REMOVAL

THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 8; THENCE SOUTH 00 DEGREE 18 MINUTES 00 SECOND EAST, ALONG EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 8, 263.98 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 53 SECONDS WEST, 268.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREE 21 MINUTES 40 SECONDS EAST, 145.18 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 30 SECONDS WEST, 127.09 FEET; THENCE NORTH 00 DEGREE 24 MINUTES 30 SECONDS WEST, 17.51 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 30 SECONDS WEST, 27.00 FEET; THENCE NORTH 00 DEGREE 24 MINUTES 30 SECONDS WEST, 10.00 FEET; THENCE NORTH 89 DEGREE 35 MINUTES 30 SECONDS EAST, 27.00 FEET; THENCE NORTH 00 DEGREE 24 MINUTES 30 SECONDS WEST, 117.49 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 53 SECONDS EAST, 127.21 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL HEREIN CONTAINS 18,719 SQUARE FEET (0.43 ACRE), MORE OR LESS

EXHIBIT A-4

Land and Premises Post-Tank Removal

**Land and Premises containing approximately eighteen thousand four hundred forty-nine
(18,449) square feet**



OHARE INTERNATIONAL AIRPORT
CITY OF CHICAGO

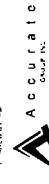
LUSH LIGHTFOOT
LUSH
JAMES RIFE
MANAGER

Ground Lease between City of Chicago
and Illinois Bell Telephone Company, LLC
at Chicago O'Hare International Airport
for Tenant's Telephone Exchange Building



KEY PLAN

NO.	DATE	DESCRIPTION



SHEET TITLE
**SITE PLAN
LAND & PREMISES
POST-TANK REMOVAL**

PROJECT NO. 11/15/0021
DATE 11/15/0021
DRAWN BY J. RIFE

PROJECT NO. 11/15/0021
DATE 11/15/0021
DRAWN BY J. RIFE
REVISION
A-4

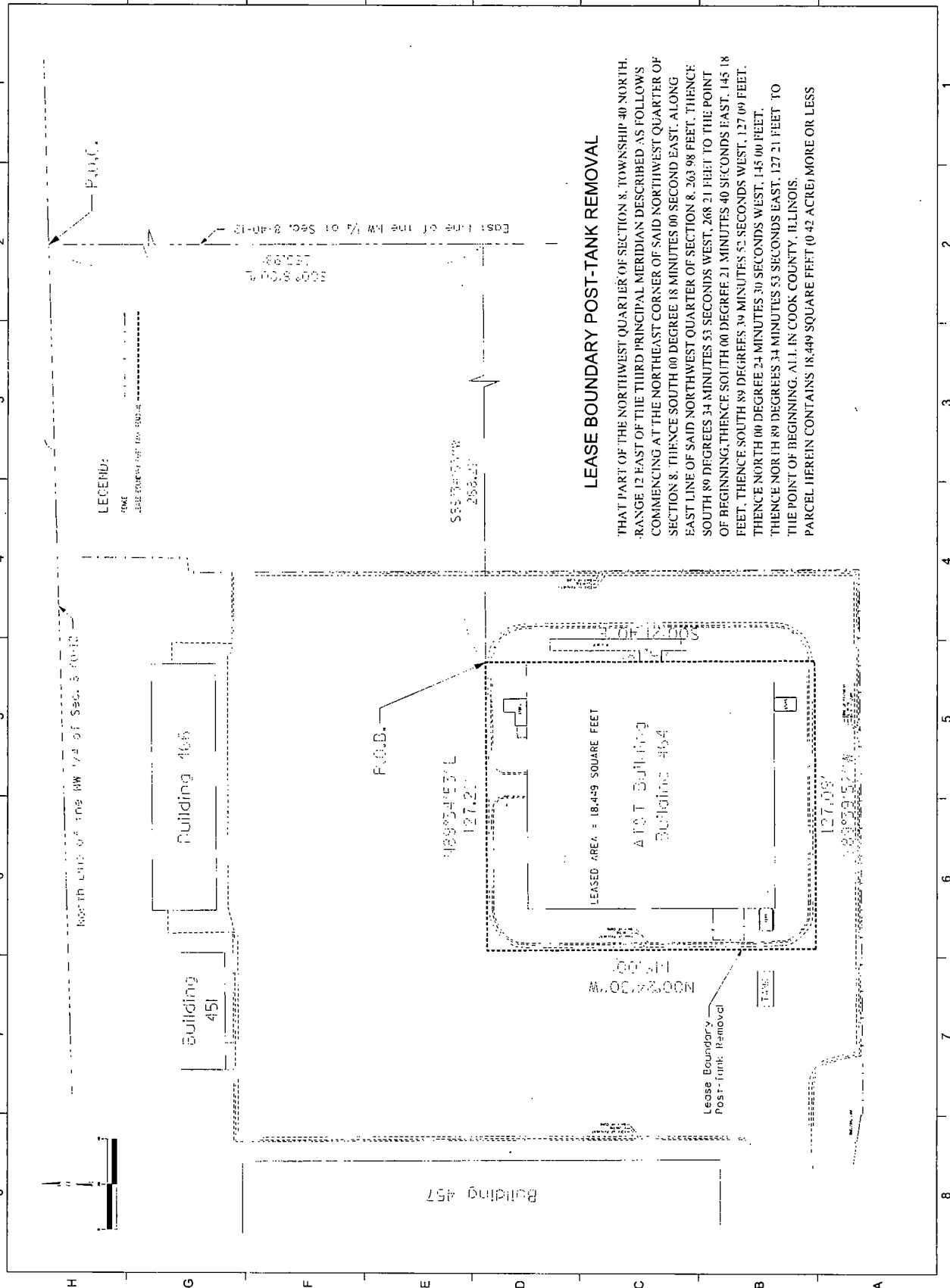


EXHIBIT B

Permitted Exceptions

1. All covenants, conditions and restrictions and other exceptions or encumbrances of record with the Cook County Recorder's Office as of the Effective Date.
2. General leasehold taxes not yet due or payable as of the Effective Date.
3. All rights and interests of the Federal Aviation Administration in the Premises as designated for airport purposes.
4. All City-owned or controlled utility facilities or installations, or third-party utility facilities or installations, located on, over or under the Premises as of the Effective Date, including such matters noted or depicted within O'Hare Modernization Program utility database.

EXHIBIT C

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

See Attached.

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

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

I. Policy and Terms

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

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

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

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

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

Contract Specific Goals and Bids

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

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

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

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

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

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

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

Contract Specific Goals and Contract Modifications

1. The MBE and WBE Contract Specific Goals established at the time of contract bid shall also apply to any modifications to the Contract after award. That is, any additional work and/or money added to the Contract must also adhere to these Special Conditions requiring Contractor to (sub)contract with MBEs and WBEs to meet the Contract Specific Goals.
 - a. Contractor must assist the Construction Manager or user Department in preparing its "proposed contract modification" by evaluating the subject matter of the modification and determining whether there are opportunities for MBE or WBE participation and at what rates.
 - b. Contractor must produce a statement listing the MBEs/WBEs that will be utilized on any contract modification. The statement must include the percentage of utilization of the firms. If no MBE/WBE participation is available, an explanation of good faith efforts to obtain participation must be included.
2. The Chief Procurement Officer shall review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award, or \$50,000, whichever is less, for opportunities to increase the participation of MBEs or WBEs already involved in the Contract.

II. Definitions

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

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

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

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

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved,

evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

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

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

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

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

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

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

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

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

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

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

“Supplier” or “Distributor” refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business

and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

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

III. Joint Ventures

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

- A. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
1. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 3. Each joint venture partner executes the bid to the City; and
 4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.
- B. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

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

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

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

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

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These

documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
2. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
3. Work items to be performed under the supervision of the MBE or WBE joint venture partner;
and
4. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

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

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

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

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

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

WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.

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

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

- C. If the MBE or WBE performs the work itself:
 - 1. 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces. 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals
- D. If the MBE or WBE is a manufacturer:
 - 1. 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- E. If the MBE or WBE is a distributor or supplier:
 - 1. 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- F. If the MBE or WBE is a broker:
 - 1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - 2. As defined above, Brokers provide no commercially useful function.
- G. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - 1. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals.
 - i. OR if employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.
 - 2. Note: a joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted.
- H. If the MBE or WBE subcontracts out any of its work:
 - 1. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.

2. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except for the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces as allowed by C.1. above).
3. The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance or the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
5. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

V. Procedure to Determine Bid Compliance

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

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

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

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

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

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

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

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

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

D. Letters of Certification

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

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

E. Schedule F: Report of Subcontractor Solicitations

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

F. Schedule H: Documentation of Good Faith Efforts

1. If a bidder determines that it is unable to meet the Contract Specific Goals, it must document its good faith efforts to do so, including the submission of Attachment C, Log of Contacts.
2. If the bidder's Compliance Plan demonstrates that it has not met the Contract Specific Goals in full or in part, the bidder must submit its Schedule H no later than three business days after notification by the Chief Procurement Officer of its status as the apparent lowest bidder. Failure to submit a complete Schedule H will cause the bid to be rejected as non-responsive.
3. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;
 - b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
 - i. Names, addresses, emails and telephone numbers of firms solicited;

- ii. Date and time of contact;
 - iii. Person contacted;
 - iv. Method of contact (letter, telephone call, facsimile, electronic mail, etc.).
 - c. Evidence of contact, including:
 - i. Project identification and location;
 - ii. Classification/commodity of work items for which quotations were sought;
 - iii. Date, item, and location for acceptance of subcontractor bids;
 - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why agreements were not reached.
 - v. Bids received from all subcontractors.
 - d. Documentation of bidder or contractor contacts with at least one of the minority and women assistance associations on Attachment A.
- G. Agreements between a bidder or contractor and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders or contractors are prohibited.
- H. Prior to award, the bidder agrees to promptly cooperate with the Department of Procurement Services in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed MBE or WBE. Failure to cooperate may render the bid non-responsive.
- I. If the City determines that the Compliance Plan contains minor errors or omissions, the bidder or contractor must submit a revised Compliance Plan within five (5) business days after notification by the City that remedies the minor errors or omissions. Failure to correct all minor errors or omissions may result in the determination that a bid is non-responsive.
- J. No later than three (3) business days after receipt of the executed contract, the contractor must execute a complete subcontract agreement or purchase order with each MBE and WBE listed in the Compliance Plan. No later than eight (8) business days after receipt of the executed contract, the contractor must provide copies of each signed subcontract, purchase order, or other agreement to the Department of Procurement Services.
- K. Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

VI. Demonstration of Good Faith Efforts

- A. In evaluating the Schedule H to determine whether the bidder or contractor has made good faith efforts, the performance of other bidders or contractors in meeting the goals may be considered.
- B. The Chief Procurement Officer shall consider, at a minimum, the bidder's efforts to:
1. Solicit through reasonable and available means at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H. The bidder or contractor must solicit MBEs and WBEs within seven (7) days prior to the date bids are due. The bidder or contractor must take appropriate steps to follow up initial solicitations with interested MBEs or WBEs.

2. Advertise the contract opportunities in media and other venues oriented toward MBEs and WBEs.
 3. Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 4. Negotiate in good faith with interested MBEs or WBEs that have submitted bids. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a bidder's failure to meet the Contract Specific Goals, as long as such costs are reasonable.
 5. Not reject MBEs or WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's or WBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the Contract Specific Goals.
 6. Make a portion of the work available to MBE or WBE subcontractors and suppliers and selecting those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the Contract Specific Goals.
 7. Make good faith efforts, despite the ability or desire of a bidder or contractor to perform the work of a contract with its own organization. A bidder or contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the Contract Specific Goals have been met.
 8. Select portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation, even when the bidder or contractor might otherwise prefer to perform these work items with its own forces.
 9. Make efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.
 10. Make efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and
 11. Effectively use the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- C. If the bidder disagrees with the City's determination that it did not make good faith efforts, the bidder may file a protest pursuant to the Department of Procurement Services Solicitation and Contracting Process Protest Procedures within 10 business days of a final adverse decision by the Chief Procurement Officer.

VII. Changes to Compliance Plan

- A. No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Chief Procurement Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
- B. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:
1. Unavailability after receipt of reasonable notice to proceed;
 2. Failure of performance;
 3. Financial incapacity;
 4. Refusal by the subcontractor to honor the bid or proposal price or scope;
 5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 6. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
 7. The subcontractor's withdrawal of its bid or proposal; or
 8. De-certification of the subcontractor as a MBE or WBE. (Graduation from the MBE/WBE program does not constitute de-certification.
 9. Termination of a Mentor Protégé Agreement.
- C. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:
1. The bidder or contractor must notify the Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
 2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the request.

3. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make good faith efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of good faith efforts, must meet the requirements in sections V and VI. If the MBE or WBE Contract Specific Goal cannot be reached and good faith efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
 4. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make good faith efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
 5. A new subcontract must be executed and submitted to the Chief Procurement Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.
- D. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

VIII. Reporting and Record Keeping

- A. During the term of the contract, the contractor and its non-certified subcontractors must submit partial and final waivers of lien from MBE and WBE subcontractors that show the accurate cumulative dollar amount of subcontractor payments made to date. Upon acceptance of the Final Quantities from the City of Chicago, FINAL certified waivers of lien from the MBE and WBE subcontractors must be attached to the contractor's acceptance letter and forwarded to the Department of Procurement Services, Attention: Chief Procurement Officer.
- B. The contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and/or fax audit notifications will be sent out to the contractor with instructions to report payments that have been made in the prior month to each MBE and WBE. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

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

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

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

- C. The Chief Procurement Officer or any party designated by the, Chief Procurement Officer shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- D. The contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

IX. Non-Compliance

- A. Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.
- B. Payments due to the contractor may be withheld until corrective action is taken.
- C. Pursuant to 2-92-740, remedies or sanctions may include disqualification from contracting or subcontracting on additional City contracts for up to three years, and the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.
- D. The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-740 of the Municipal Code of the City of Chicago, within 15 business days of the final determination.

X. Arbitration

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

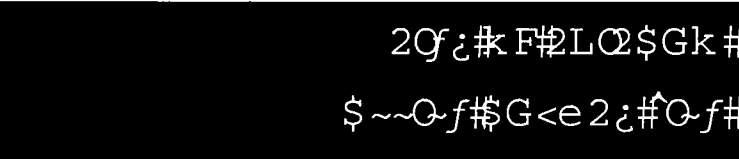
Disputes between the contractor and the MBE or WBE shall be resolved by binding arbitration before the American Arbitration Association (AAA), with reasonable expenses, including attorney's fees and arbitrator's fees, being recoverable by a prevailing MBE or WBE. Participation in such arbitration is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

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

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

XI. Equal Employment Opportunity

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



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

<p>51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>African American Contractors Association - AACA P.O. Box #19670 Chicago, IL 60619 Phone 312-915-5960 Email: aacanatlassoc@gmail.com Web: www.aacanatl.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Angel of God Resource Center, Inc. 14527 S. Halsted Chicago, IL 60827 Phone: 708-392-9323 Fax: 708-880-0121 Email: asmith5283@yahoo.com, aogrc@angelofgodresourcecenter.org Web: www.angelofgodresourcecenter.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Association of Asian Construction Enterprises * 5677 W. Howard Niles, IL 60714 Phone 847-673-7377 Fax: 847-673-2358 Email nakmancorp@aol.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aaabna@yahoo.com Web: www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone 708-389-5730 Fax 708-389-5735 Email: bcunewera@att.net Web: www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Business Leadership Council * 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 Phone: 312-628-7844 Fax 312-628-7843 Email: Karen.r@businessleadershipcouncil.org Web: www.businessleadershipcouncil.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone 773-303-0167 Fax: 773-303-0168 Email: jholston@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

*Prime Contractors should contact with subcontracting opportunities to connect certified firms.

<p>Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: sbrinston@thechicagourbanleague.org Web: www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Women in Trades (CWIT) 2444 W. 16th Street Chicago, IL 60608 Phone: 312-942-1444 Jayne Vellinga, Executive Director Email: jvellinga@cwit2.org Web: www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Contractor Advisors Business Development Corp. * 1507 E. 53rd Street, Suite 906 Chicago, IL 60615 Phone: 312-436-0301 Email: info@contractoradvisors.us Web: www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Cosmopolitan Chamber of Commerce 1633 S. Michigan Avenue Chicago, IL 60616 Phone: 312-971-9594 Fax: 312-341-9084 Email: rmcgowan@cosmochamber.org Web: www.cosmochamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Do For Self Community Development Co. * 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: dennisdoforself@hotmail.com Web: www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: lacy@farsouth.org Web: www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Federation of Women Contractors * 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: fwcchicago@aol.com Web: www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Fresh Start Home Community Development Corp. 5168 S. Michigan Avenue, 4N Chicago, IL 60615 Phone: 312-632-0811 Fax: 855-270-4175 Email: Info@FreshStartNow.us Web: www.FreshStartNow.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Englewood Community Development Corp. * 815 W. 63rd Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: jharbin@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Pilsen Economic Development Assoc. * 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: greaterpilsen@gmail.com Web: www.greaterpilsen.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 Fax: 773-941-4019 Email: halstedchamberevents@gmail.com Web: www.greaterfarsouthhalstedchamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Southwest Development Corporation 2601 W. 63rd Street Chicago, IL 60629 Phone: 773-362-3373 Fax: 773-471-8206 Email: c.james@greatersouthwest.org Web: www.greatersouthwest.org Maintains list of certified firms: No Provides training for businesses: Yes</p>

*Prime Contractors should contact with subcontracting opportunities to connect certified firms.

<p>Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: jperez@haciaworks.org Web: www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: aalcantar@ihccbussiness.net Web: www.ihccbussiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: Larrylvory@IllinoisBlackChamber.org; vgilb66709@yahoo.com www.illinoisblackchamberofcommerce.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>JLM Business Development Center * 2622 W. Jackson Boulevard Chicago, IL 60612 Phone: 773-826-3295 Fax: 773-359-4021 Email: jlbizcenter@gmail.com Web: www.jlmcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>National Black Wall Street * 4655 S. King Drive, Suite 203 Chicago, IL 60653 Phone: 773-268-6900 Fax: 773-392-0165 Email: markallen2800@aol.com Web: www.nationalblackwallstreetchicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Neighborhood Development Services, NFP * 10416 South Maryland Avenue Chicago, IL 60628 Phone: 773-413-9348 Fax: 773-371-0032 Email: neighborhooddevservices@gmail.com Web: www.ndsnfp.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Rainbow/PUSH Coalition * 930 E. 50th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: No</p>
<p>Real Men Charities, Inc. 2423 E. 75th Street Chicago, IL 60649 Phone: 773-425-4113 Email: ymoyo@realmencook.com Web: www.realmencook.com Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>RTW Veteran Center 7415 E. End, Suite 120 Chicago, IL 60649 Phone: 773-406-1069 Fax: 866-873-2494 Email: rtwvetcenter@yahoo.com Web: www.rtwvetcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

*Prime Contractors should contact with subcontracting opportunities to connect certified firms

<p>South Shore Chamber, Inc. * 1750 E. 71st Street Chicago, IL 60649-2000 Phone: 773-955- 9508 Tonya Trice, Executive Director Email: ttrice@southshorechamberinc.org Web: www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM) 4550 S. Wabash Avenue Chicago, IL. 60653 Phone: 773-538-5120 Fax: 773-538-5125 Email: spcdm@sbcglobal.net Web: www.stpaulcdm.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: omonroe@themonroefoundation.org Web: www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>US Minority Contractors Association, Inc. * 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax 847-382-1787 Email: admin@usminoritycontractors.org Web: www.USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Women's Business Development Center * 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Urban Broadcast Media, Inc. 4108 S. King Drive, Chicago, IL 60653 Phone: 312-614-1075 Email: drleonfinney312@gmail.com Web: www.urbanbroadcastmedia.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkmservices.com Web: www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p>Your Community Consultants Foundation 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com Maintains list of certified firms: No Provides training for businesses: Yes</p>

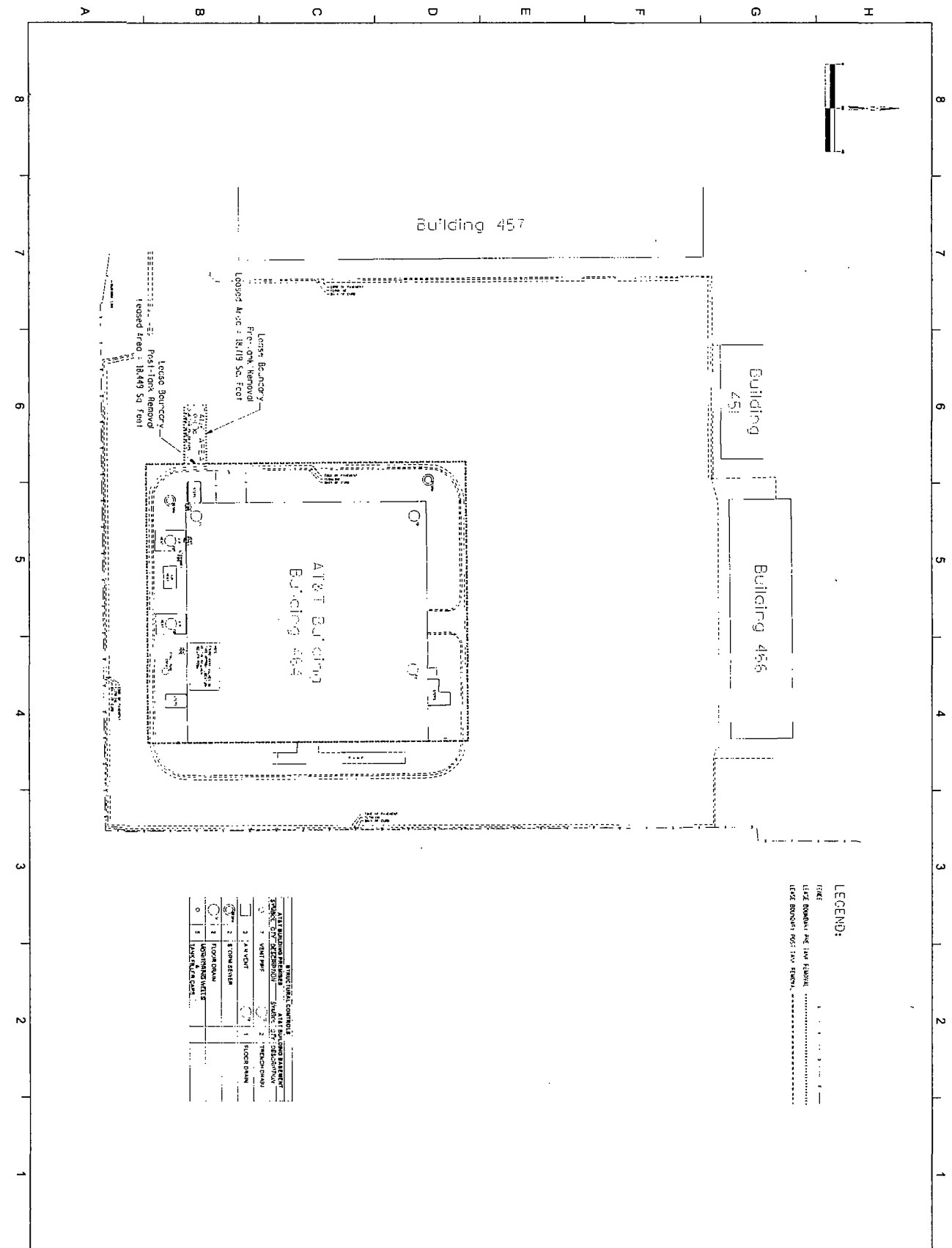
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*Prime Contractors should contact with subcontracting opportunities to connect certified firms.

EXHIBIT D

Structural Controls

See Attached



LEGEND:

- LINE FIRE
- LINE BOUNDARY FOR LAW ENFORCEMENT
- LINE BOUNDARY FOR FIRE DEPARTMENT

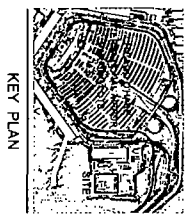
GENERAL NOTES	
1	AT&T BUILDING 466
2	FLOOR PLAN
3	FOUNDATION
4	MECHANICAL
5	ELECTRICAL
6	PLUMBING
7	PAINT
8	ROOFING
9	GLAZING
10	LANDSCAPE



CHICAGO DEPARTMENT OF AIRPORTS
 OHARE INTERNATIONAL AIRPORT
 CITY OF CHICAGO

LORI LIGHTFOOT
 ARCHITECT

Ground Lease between City of Chicago and Illinois Bell Telephone Company, LLC at Chicago O'Hare International Airport for Terminal's Telephone Exchange Building



NO.	DATE	DESCRIPTION	PREPARED BY

REGISTERED EXHIBIT D
 Note: AT&T is only responsible for structural controls within their ASSIGNED PORTION.

PROJECT NO. 010047021
 DATE 01/04/2021
 CLIENT NO. 157430
 DRAWING NO. 157430-01

EXHIBIT E

Maintenance of Operations Plan

SEE ATTACHED

This Exhibit is attached to the Lease dated _____ by and between the City of Chicago, as Landlord and Illinois Bell Telephone Company, as Tenant.

The Landlord and Tenant hereby agree that all Capitalized Terms used in this Exhibit shall have the same meaning and purpose as set forth in the Lease, except as otherwise specifically addressed herein.

PURPOSE

CDA and Tenant agree that the Lease between the parties sets forth the terms and conditions of Tenant's use of the Premises, and the purpose of this **Exhibit E** is to set forth in detail certain agreements between the Parties and further identifies certain conditions that will maintain certain operational conditions which enable AT&T to access their facilities prior to the Termination Date. This **Exhibit E** may need to be modified from time to time as other construction and operational conditions change around the Telephone Exchange Building due to the Gate Expansion Project or other Airport needs and in the interests of the health and safety of Tenant and its invitees.

COORDINATION

As required by Article 14.1(b) of the Lease, it is contemplated that there will be regular design and construction meetings and other coordination efforts between CDA, Tenant and other airport stakeholders to discuss aspects of the activities contemplated herein, including but not limited to any changes to the Tenant Vehicle Access Route, the availability of parking spaces for Tenant's use within a safe, walkable distance of the Telephone Exchange Building, and preparations for Demolition Activities. Tenant agrees to participate in those meetings with sufficient personnel as reasonably requested by CDA. Tenant's designated personnel may attend any such additional coordination meetings as Tenant reasonably requests.

OPERATIONAL CONDITIONS TO BE MAINTAINED

- 1.0. CDA agrees that this provision is not meant to limit in any way or modify Tenant or Tenant's Associated Parties right of ingress to and egress from and to the Premises twenty-four (24) hours per day, seven (7) days per week over Airport roadways subject to such non-discriminatory and reasonable rules and regulations as may be established by the City and other governing jurisdictions with respect to such use. Instead the parties agree that the exact ingress and egress locations may be modified by the CDA if a change is necessary due to the Gate Expansion Project or otherwise in the interests of the health and safety of Tenant and its invitees, provided however, an adequate inbound and outbound Tenant Vehicle Access Route will be maintained to enable Tenant and Tenant's Associated Parties access to and from the Tenant Premises 24 hours 365 days a year subject to Airport operational needs and such non-

- discriminatory and reasonable rules and regulations as may be established by the City and other governing jurisdictions with respect to such use. It is currently anticipated that once the Premises become airside, the Tenant's ingress and egress to and from the Premises will be as referenced as the Vehicle Access Route markings in the attached Exhibit E-1, Vehicle Access Route. CDA will provide Tenant with reasonable advance notice of any material change to the Tenant's Vehicle Access Route and will coordinate with AT&T and other impacted parties regarding such changes at the coordination meetings referenced in Section 14.1(b) of the Lease and above under "Coordination".
- 2.0. Subject to Airport operational needs and such non-discriminatory and reasonable rules and regulations as may be established by the City and other governing jurisdictions with respect to such use, CDA will provide at least thirty (30) vehicle parking spaces to Tenant within a safe, walkable distance of within five hundred (500) feet of the Telephone Exchange Building. Parking will be for SUV/truck-sized work vehicles (no personal vehicles). City will use commercially reasonable efforts to ensure that the parking spaces will at all times be marked and indicated with markings and/or barriers. The parties agree that the exact location of parking spaces is subject to change by CDA from time to time based on reasonable factors CDA deems relevant, such as field conditions, construction, and aircraft gate operations, provided, however, that CDA will use commercially reasonable efforts to maximize the availability of parking spaces to the West side of the Telephone Exchange Building, as marked as AT&T Parking on **Exhibit E-1**, Vehicle Access Route. CDA will provide reasonable advance notice of any material change to the number or location of the parking spaces and will coordinate with AT&T and other impacted parties regarding such changes at the coordination meetings referenced in Section 14.1(b) of the Lease and above under "Coordination".
- 3.0. In the event of a commercial power failure to the Telephone Exchange Building, Tenant will be given a clear drivable path and staging area access to deliver and park the truck carrying the portable backup generator. If needed, the generator will be delivered by a semi-truck and trailer with dimensions no greater than 14' high, 45' long, and 9' wide. In the event of such an emergency, drive up access will be accommodated from the East of Telephone Exchange Building along the south elevation between Telephone Exchange Building and the L Concourse Stinger, within a two hour notice from Tenant.
- 4.0. Prior to completion of Transfer of Services, Tenant will per the terms and conditions of the Lease:
- 4.1. Complete the removal of the underground storage tank per the terms of the Lease;
 - 4.2. Complete a Phase 1 Environmental Site Assessment with scope reasonably acceptable to the City and promptly furnish a copy thereof to CDA.
 - 4.3. Complete a Phase 2 Environmental Site Assessment with scope reasonably acceptable to the City if warranted based on the Phase 1 Environmental Site Assessment and promptly furnish a copy thereof to CDA.
 - 4.4. Remediate environmental conditions as required by the terms and conditions of the Lease and as identified in the Phase 1 and Phase 2 Environmental Site Assessments.
 - 4.5. Remove or abandon decommissioned network equipment. As used in this **Exhibit E**, the word "abandon" means left on the Premises in such condition that the item(s) may be easily hauled off-site or demolished without any special disposal procedures that

- would increase the cost or time required for the Demolition Activities. Abandoned items must be decommissioned, disconnected, and/or emptied (as applicable) prior to abandonment.
- 4.6. Remove and replace underground diesel storage tank with an above ground diesel storage tank by June 30, 2022.
 - 4.7. If after the UST removal, a Leaking Underground Storage Tank (LUST) determination is made, then AT&T will excavate and properly dispose of any impacted soil in order to quickly obtain a No Further Remediation (NFR) letter. It is understood that close out remedies that include long-term groundwater monitoring, restrictive land use controls (LUCs), or engineered barriers, or other measures short of excavation and disposal of impacted soil will not suffice for this purpose.
 - 4.8. Remove all furniture, equipment and other items that will be removed prior to demolition.
- 5.0. After completion of Transfer of Services, Tenant will:
- 5.1. Remediate any remaining environmental conditions per the terms and conditions of the Lease and as identified in the Phase 1 and Phase 2 Environmental Site Assessments.
 - 5.2. Remove or abandon air pressure equipment.
 - 5.3. Remove rectifier/DC power and batteries, on site parts, tools, and supplies, fire extinguishers, and other applicable equipment.
 - 5.4. Drain all fluids for mechanicals and the above ground diesel tank.
 - 5.5. Disconnect all utilities including power, gas, and water and ensure that all utility lines and accompanying utility infrastructure be in such condition as required for demolition of the building.
- 6.0. Items that will remain and will therefore be deemed abandoned and become part of the demolition scope of work:
- 6.1. Air handlers, duct work, roof top HVAC unit
 - 6.2. Switch gear, electronics, equipment racking, cables, cable trays
 - 6.3. Boiler, hot water heater, and heating systems (piping)
 - 6.4. Plumbing, piping, electrical system (wire, A/C switch gear, electrical panels, light fixtures, etc.), fire extinguisher system (plumbing)
 - 6.5. Diesel engine and chiller
 - 6.6. Remaining furniture, trade fixtures, and personal property
 - 6.7. Decommissioned network equipment

**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:

Illinois BELL Telephone Company, LLC d/b/a AT&T Illinois

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant
OR

2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: _____

OR

3. a legal entity with a direct or indirect right of control of the Applicant (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: 225 W. Randolph
Chicago, IL 60606

C. Telephone: 312-814-8014 Fax: 312-814-7362 Email: LS6189@att.com

D. Name of contact person: Lori Skrezyna

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Short term lease for central office at Chicago O'HARE International Airport

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:

ILLINOIS

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 Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

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

Name	Title
<u>Eileen Mitchell</u>	<u>MANAGER</u>
<u>DAVID TATE</u>	<u>MANAGER</u>

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. 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: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
AT&T Inc.	208 S. AKARD SE. DALLAS, TX. 75044	100% *

* AT&T Inc. is publicly traded entity see ADDENDUM for link to current publically available financials

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? Yes No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? Yes No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(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 (as defined in MCC Chapter 2-156), 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. 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.
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SEE ADDENDUM

(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 MCC 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. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

Not Applicable

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

SEE ADDENDUM

3. 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: **SEE ADDENDUM**

- 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, during the 5 years before 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 subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before 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.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) 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 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

SEE ADDENDUM

- 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 subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any 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.

SEE ADDENDUM

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant 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 MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant 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 Certifications (2) and (9) 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 Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. 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:

SEE ADDENDUM

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.

12. 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 date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

none

13. 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 \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

none

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 MCC Section 2-32-455(b).

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 MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. 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 MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, 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 FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, 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), skip Items D(2) and D(3) and 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 financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial 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 (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, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(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, as amended, 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," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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

Reports not required

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 – FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

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 Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance 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 this ordinance.

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 City transactions. 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 in, and appended to, this EDS may be made publicly available 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 MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

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

ILLINOIS BELL TELEPHONE COMPANY, LLC d/b/a AT&T ILLINOIS
(Print or type exact legal name of Disclosing Party)

By: *Lori Skrezyna*
(Sign here)

LORI SKREZYNA
(Print or type name of person signing)

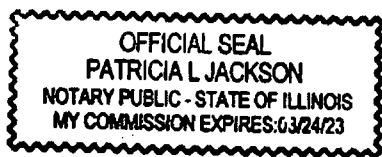
SENIOR Portfolio & Transactions Manager
(Print or type title of person signing)

Signed and sworn to before me on (date) March 17, 2022

at Cook County, Illinois (state).

Patricia L Jackson
Notary Public

Commission expires: March 24, 2023



**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%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC 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% 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.

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No

The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

Addendum to the City of Chicago Economic Disclosure Statement and affidavit dated March 17, 2022 by Illinois Bell Telephone Company, LLC d/b/a AT&T Illinois

SECTION II(B)(2)

AT&T Inc. is publicly traded on the New York Stock Exchange. The most recent, publicly available financials can be found in the Form 10-K filed with the SEC (<https://www.sec.gov/Archives/edgar/data/732717/000073271722000015/0000732717-22-000015-index.htm>).

SECTION IV

Name (indicate whether retained or anticipated)	Business Address	Relationship to Disclosing Party	Fees (indicate whether paid or estimated.)
Gilbane Construction	123 N. Wacker Dr. - 26 th floor Chicago, IL 60606	Contractor	Est. \$550,000
Apex Companies, LLC	300 S Wacker Dr, Ste 630 Chicago, IL 60606	Contractor	Est.\$20,000

SECTION V (B)(2)

Based on the size and scope of services provided by Illinois Bell Illinois Bell Telephone Company, LLC and its affiliated entities to the City of Chicago, Illinois Bell Illinois Bell Telephone Company, LLC and its Affiliated Entities routinely have outstanding fines, penalties or other sources of indebtedness owed to the City of Chicago, including but not limited to water and sewer charges, license fees, parking fees, property taxes, building violations. Illinois Bell Illinois Bell Telephone Company, LLC and its Affiliated Entities will continue to work with the City of Chicago in good faith to rectify. To the best of its knowledge, after reasonable research and due diligence none of the fines, penalties or other sources of indebtedness currently owed to the City of Chicago are with regards to this Matter.

SECTION V(B)(3)

Illinois Bell Telephone Company, LLC makes each of the certifications in Section V(B)(3), to the best of its knowledge, after reasonable investigation

SECTION V(B)(5)

Illinois Bell Telephone Company, LLC is not aware of any matters set forth in Section V(B)(5), except as otherwise disclosed in the AT&T Inc. 10K report.

SECTION V(B)(6)

The certification stated in Section V(B)(6) is made by Illinois Bell Telephone Company, LLC to the best of its knowledge with regards to any Contractor or any of its Contractor's employees, officials, agents or partners.

ILLINOIS BELL TELEPHONE COMPANY, LLC

OWNERSHIP DISCLOSURE AFFIDAVIT

I, Paul M. Wilson, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Illinois Bell Telephone Company, an Illinois limited liability company (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

Lori Skrezyna is authorized and empowered to execute and deliver that certain Economic Disclosure Statement and Affidavit on behalf of the Company, attached hereto.

IN WITNESS WHEREOF, the undersigned has executed this certificate and affixed the seal of the Company this 24th day of March, 2022.



Paul M. Wilson
Assistant Secretary