



Office of the City Clerk

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Legislation Text

File #: O2013-1640, Version: 1

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith ordinances authorizing the execution of advertising-related concession agreements at O'Hare and Midway International Airports.

Your favorable consideration of these ordinances will be appreciated.

Mayor

Very truly yours,

ORDINANCE

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

WHEREAS, the City owns and operates, through its Chicago Department of Aviation ("CDA"), airports commonly known as Chicago O'Hare International Airport and Chicago Midway International Airport ("Midway") (collectively, the "Airports") and possesses the power and authority to lease premises and

facilities and to grant rights and privileges with respect thereto; and

WHEREAS, the Airports provide their employees, airport-tenants' employees, air carrier passengers and members of the public with many amenities, such as shopping, dining and other service needs; and

WHEREAS, as part of the other service needs of the Airports, the CDA issued a request for proposals ("RFP") for indoor and outdoor advertising and determined that respondent concessionaire, Clear Channel Outdoor, Inc., d/b/a Clear Channel Airports, ("Clear Channel") submitted the best proposal for indoor advertising; and

WHEREAS, the City and Clear Channel desire to enter into concessions agreements, ("Agreements") substantially in the form of Exhibits 1 and 2, to use certain space at the Airports for advertisement; and

WHEREAS, in light of the City's exploring the possibility of privatizing Midway, and with due regard for the best interests of the City, Clear Channel will forego any new capital improvements or development at Midway pending the outcome of any privatization effort; now, therefore,

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

Section 1. The above recitals are incorporated by reference as if fully set forth herein as the findings of the City Council.

Section 2. The Mayor or his proxy is hereby authorized to execute Agreements with Clear Channel for the Airports in substantially the form attached hereto as Exhibits 1 and 2, with such changes therein as shall be approved by the Commissioner, her recommendation thereof to constitute conclusive evidence of her approval of any and all changes or revisions therein from the form of Agreements attached hereto.

Section 3. To the extent that any ordinance, resolution, rule, order or provision of the City, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

Section 4. This ordinance shall be in full force and effect from the date of its passage and approval.

ADVERTISING CONCESSION LEASE AND LICENSE AGREEMENT

BETWEEN

THE CITY OF CHICAGO (DEPARTMENT OF AVIATION)

AND

Clear Channel Outdoor, Inc. d/b/a

**Clear Channel Airports AT
RAHM EMANUEL MAYOR
ROSEMARIE ANDOLINO COMMISSIONER
CHICAGO O'HARE INTERNATIONAL AIRPORT**

*Advertising Concession Lease and License Agreement Clear Channel
Outdoor, Inc. d/b/a Clear Channel Airports*

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SIGNATURE PAGE

SIGNED:

CITY OF CHICAGO

By:
Mayor

RECOMMENDED BY:

Commissioner
Chicago Department of Aviation

APPROVED AS TO FORM AND LEGALITY:

Assistant Corporation Counsel

By:

Its:

[Title]

Date:

[Notary]

Signature Page

ADVERTISING CONCESSION LEASE AND LICENSE AGREEMENT

This Advertising Concession Lease and License Agreement ("Agreement") is entered into at Chicago, Illinois, as of _____, 201_ ("Effective Date"). The Agreement is by and between **Clear Channel Outdoor, Inc., a(n) Delaware corporation doing business as Clear Channel Airports ("Tenant"), and the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois ("City"), acting through its Chicago Department of Aviation ("CDA" or "Department").**

BACKGROUND

The City owns and, through CDA, operates Chicago O'Hare International Airport, ("Airport"), which includes an international terminal, three domestic terminals, a transportation center, parking garages and lots, roadways and certain other real property. The City has determined that certain portions of the Airport will be used for advertising concessions.

The City issued a Request for Proposals ("RFP") for advertising concessions at the Airport and Tenant responded with a proposal to develop and operate an advertising concession. The City desires to grant Tenant, and Tenant desires to accept, a license to operate such advertising concession at the Airport and a lease to operate the advertising concession at the locations identified in this Agreement, all under the terms and conditions of this Agreement.

The City and Tenant acknowledge that the continued operation of the Airport as a safe, convenient, and attractive facility is vital to the economic health and welfare of the City of Chicago, and that the City's right to supervise performance under this Agreement by Tenant is a valuable right incapable of quantification.

NOW, THEREFORE, the City and Tenant agree as follows:

ARTICLE 1 CITY APPROVAL

This Agreement is subject to approval by the City Council of the City of Chicago. The City is not bound by the terms of this Agreement until such time as it has been approved by the City Council and has been duly executed by the Mayor of Chicago or his proxy. As provided in Section 11.13, where the approval or consent of the City is required under this Agreement, unless expressly provided otherwise in this Agreement, it means approval or consent of the Commissioner or the Commissioner's authorized representative. As provided in Section 11.3, unless expressly provided otherwise in this Agreement, any amendment of this Agreement will

require execution by the Mayor or his proxy. As further provided in Section 11.3, any substantial amendment of the terms of this Agreement will require approval by the City Council.

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ARTICLE 2 INCORPORATION OF BACKGROUND AND EXHIBITS

1 Incorporation of Background. The Background set forth above is incorporated by reference as if fully set forth here.

2 Incorporation of Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

- Exhibit 1 Exhibit 2 Exhibit 3 Exhibit 4 Exhibit 5 Exhibit 6 Exhibit 7 Exhibit 8 Exhibit 9 Exhibit 10
- Leased Space(s) and Confirmation(s) of DBO Rent
- Development Plan
- City's Shell and Core Obligations
- Advertising Plan
- Airport Concessions Program Handbook
- Form of Letter of Credit
- Insurance Requirements
- ACDBE Special Conditions and Related Forms
- Economic Disclosure Statement(s) and Affidavit(s)

ARTICLE 3 DEFINITIONS

3.1 Interpretation and Conventions.

- A. The term "include," in all of its forms, means "include, without limitation," unless the context clearly states otherwise.
- B. The term "person" includes firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- C. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies of this Agreement are solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.
- D. Words in the singular include the plural and vice versa. Words of the masculine, feminine or neuter gender include correlative words of the other genders. Wherever an article, section, subsection, paragraph, sentence, exhibit, appendix, or attachment is referred to, the reference is to this Agreement, unless the context clearly indicates otherwise.

E. Where the approval or consent of Tenant is required under this Agreement, it means the approval or consent of the Tenant's authorized representative. To be binding on the City, all approvals or consents must be in writing and signed by the City

representative.

3.2 Definitions

In addition to terms defined elsewhere in this Agreement, the following words and phrases, when capitalized, have the following meanings:

"Additional Rent" has the meaning set forth in Section 7.1.

"Additional Space" means any location(s) or other medium of advertisement offered, including opportunities on the Department's website or other digital mediums, in the Airport that is added to Leased Space after the Effective Date pursuant to Section 5.1, but does not include Relocation Space. Additional Space, if any, that is offered to Tenant, is solely at the discretion of the Commissioner. Tenant has absolutely no right or entitlement to be offered any Additional Space and the concept of Additional Space is solely for the benefit of the City to address vacancies in the Airport's concession programs.

"Advertising Displays" means, individually and collectively as the context may indicate, those structures at locations designated by the Commissioner, and described in Exhibit 5 and Tenant's Development Plan, used to exhibit advertising by third-party entities, as applicable, including but not limited to kiosks; wall, surface mounted, and free-standing pictures, signs, and dioramas; banners; interactive and non-interactive electronic media, and the structures related thereto; and all other structures and displays used for sponsorship or the exhibition of advertising.

"Advertising Plan" means layout plans of the Airport and its terminals showing the location and type of all Advertising Displays to be installed and operated by Tenant in connection with the Concession.

"Advertising Space" means those portions of the Leased Space used for the installation and operation of Advertising Displays.

"Affiliate", except where otherwise defined, means any individual, corporation, partnership, trustee, administrator, executor or other legal entity that directly or indirectly owns or controls, or is owned or controlled by, or is directly or indirectly under common ownership or control with, Tenant.

"Airport Concession Disadvantaged Business Enterprise" or "ACDBE" means an entity meeting the definition of airport concession disadvantaged business enterprise, as defined in U.S. Department of Transportation Regulations Title 49, Code of Federal Regulations, Part 23, as amended from time to time, and certified as such in the State of Illinois in accordance with those regulations.

"Airport Concession Program Handbook" means Exhibit 6, as it may be amended from time to time by the Department. Any amendment of the Airport Concession Program Handbook by the Department during the

Term of this Agreement will be binding on Tenant without need for

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amendment of this Agreement, provided that the amendment of Airport Concession Program Handbook does not conflict with the other terms and conditions of this Agreement. .

"Chief Procurement Officer" means the head of the Department of Procurement Services of the City and any City officer or employee authorized to act on her behalf.

"Commencement Date" means the date upon which the City first gives Tenant possession of any portion of the Leased Space pursuant to this Agreement.

"Commissioner" means the head of the Department and any City officer or employee authorized to act on her behalf. City contractors and consultants, including the Concession Management Representative, have no authority to grant approvals or consents required to be granted by the Commissioner under this Agreement.

"Common Areas" means those areas of the Airport's terminals that are not leased, licensed, or otherwise designated or made available by the Department for exclusive or preferential use by specific party or parties.

"Comptroller" means the head of the Department of Finance of the City and any City officer or employee authorized to act on his behalf.

"Concession" means Tenant's business of offering for lease to third-party advertisers or sponsors the Advertising Displays identified in Exhibit 5 at the Airport pursuant to this Agreement.

"Concession Management Representative" means the entity retained by the City to assist in overseeing Concessions, including the construction of Improvements, at the Airport.

"Concessions Tenant Design and Construction Procedures Manual" or "TDCPM" means those certain design standards and policies prepared by the Department for the Concession areas at the Airport, as amended by the Department from time to time.

"Construction Documents" means the drawings and specifications for the construction of Improvements, approved by the Commissioner pursuant to Section 5.5.

"Date of Beneficial Occupancy" or "DBO" means the earlier to occur of the following:

A. the date that 80% of the Advertising Displays are installed and available for

Concession operations; or

B. the date set forth in the Development Plan for the commencement of Concession

operations with respect to said Advertising Displays; provided, however, that the date set forth in the

Development Plan for commencement of Concession operations shall be extended one day for each

day Tenant has demonstrated to the satisfaction of the Commissioner that Tenant was delayed due to force majeure pursuant to Section 11.20 The Date of Beneficial Occupancy for any Storage Space is

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the Delivery Date of that Storage Space.

"Default Rate" means 12% per annum.

"Delivery Date" means the date upon which the City gives Tenant possession of the portion of the Leased Space in question.

"Department" means the Chicago Department of Aviation, also known as CDA.

"Development Plan" means, as further described in Section 5.5, the Tenant's conceptual plans, budget and other design specifications for construction of its Improvements and its schedule for commencement of Concession operations with respect to each Advertising Display. The Development Plan is attached hereto as Exhibit 3.

"Environmental Laws" means collectively, all applicable federal, state and local environmental, safety or health laws and ordinances and rules or applicable common law, including the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seq), the Clean Air Act (42 U.S.C. §7401 et sea.), the Clean Water Act (33 U.S.C. §1251 et seq), the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.) as any of the foregoing may later be amended from time to time; any rule or regulation pursuant to them, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health or safety issues of or by the federal government, or any state or other political subdivision of it, or any agency, court or body of the federal government, or any state or other political subdivision of it, exercising executive, legislative, judicial, regulatory or administrative functions.

"Event of Default" has the meaning set forth in Article 9.

"Gross Revenues" means the total amount in dollars of all receipts, whether for cash or on credit, recorded in the period earned in accordance with generally accepted accounting principles, that are derived from business conducted in, on or from the Leased Space and all mail or telephone orders received or filled at or from the Leased Space, and receipts or sales by Tenant and any other person or persons doing business in or from the Leased Space, including receipts from promotions, advertising, and income derived from retail display advertising or any other use of the Leased Space by Tenant. Gross Revenues do not, however, include the following:

A. any sums collected and paid out by Tenant for any sales, retail excise, use, privilege,

or retailers occupation taxes now or later imposed by any duly constituted governmental authority;

B. the amount of any cash or credit refund made upon any sale, and included in Gross

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Revenue;

C. amounts paid by Tenant to, or retained by, advertising agencies as commissions related to the sale of advertising or other revenue generation;

D. sales of Tenant's fixtures and equipment not in the ordinary course of Tenant's business;

E. any amount paid by an advertiser to Tenant for telecommunications service, provided however, that said exclusion shall not exceed the actual direct telecommunications' expenses paid by Tenant;

F. any amount paid by advertisers in connection with the costs of design, fabrication or installation of any advertising display, or ongoing service of any advertiser's specialty or custom display/graphics or other content, provided that such costs are reasonable and separately stated to and paid by an advertiser. In the event Tenant marks up any such costs to advertisers, then the amount of such mark up shall be included in Gross Revenues;

G. insurance proceeds received from the settlement of claims for loss of or damages to Improvements, merchandise, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance; and

"Imposition" means real estate taxes, permit fees, license fees, and any other fee or charge not specified in this Agreement but otherwise payable by Tenant pursuant to a statute, ordinance, or regulation in order for Tenant to operate the Concession at the Airport.

"Improvement Costs" means the total amount paid by Tenant for categories of labor, services, materials and supplies used in the design, development, fabrication, installation and construction of the Improvements. The minimum Improvement Costs as of the Effective Date are not less than (enter amount set forth in Tenant's approved Development Plan (Exhibit 3), which must be generally consistent with the amount proposed by Tenant in its response to the RFP). Tenant's actual, reasonable Improvement Costs will be memorialized in the written confirmation of DBO that will be attached to Exhibit 1. For purposes of this Agreement, Improvement Costs shall be amortized as set forth in Section 5.4(E).

"Improvements" means the improvements to be made to the Leased Space by Tenant that add or maintain value to the Leased Space, including fixtures and trade fixtures (but excluding trademarked or proprietary trade fixtures) and any other enhancements of a permanent or temporary nature made to the Leased Space other than the Shell and Core, so that the Leased Space can be used for Concession operations. The Improvements must be described and depicted conceptually in the Development Plan and must conform to

Tenant's response to the RFP.

"Interim Term" means that portion of the Term beginning on the Commencement Date and

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ending on the DBO.

"Lease" means the lease granted by the City to the Tenant in Section 4.1 to use and occupy the Leased Space in order to conduct and operate the Concession pursuant to the License.

"Leased Space" means the total of all space leased to Tenant under this Agreement, identified in Exhibit 1, which may be amended from time to time as space may be added to, deleted from, or relocated during the Term in accordance with the provisions of this Agreement. Leased Space shall be used for operation of the Concession and for no other purpose unless otherwise approved in writing by the Commissioner.

"Lease Year" means

- A. for the initial Lease Year of this Agreement, a period beginning on the first day of the Primary Term and ending on December 31 of that calendar year, and
- B. for the balance of the Term, each successive calendar year, but including only that portion of the final calendar year during which the Term expires or the Agreement is otherwise terminated.

"License" means the privilege granted to Tenant under this Agreement to operate the Concession at the Airport.

"License Fee" means the fee payable by Tenant for the License, equal to the greater of the "Percentage Fee" or "Minimum Annual Guarantee", as set forth in Section 7.1 and Exhibit 2.

"Merchandise" means the merchandise that Tenant is permitted to sell in its Retail Space and maintain in inventory in its Storage Space under the terms of this Agreement, as set forth by category or item in Exhibit 5. As set forth in Article 4, Tenant was selected by the City specifically to sell the Merchandise identified in Exhibit 5 and is not permitted to sell any goods or services not identified in Exhibit 5 or conduct any other business from the Leased Space unless otherwise agreed in writing by the Commissioner.

"Minimum Annual Guarantee" or "MAG" means the minimum amount payable each Lease Year for the License Fee. The MAG will commence upon the DBO.

"Percentage Fee" means the percentage fee(s) set forth in Exhibit 2.

"Primary Term" means that portion of the Term that commences upon the expiration of the Interim Term and continues for five years.

"Relocation Space" means space to which Tenant must relocate an Advertising Display or Storage Space at the request of the Commissioner after the Effective Date pursuant to Section 5.1.

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"Rent" means all amounts payable by Tenant in connection with this Agreement, including but not limited to License Fees, Additional Rent and any liquidated damages specified in the Agreement for non-compliance with the City's requirements for Concession operations.

"Storage Space" means a Leased Space used by Tenant for storage of materials to support the Advertising Displays and the Concession.

"Subcontractor" means all entities providing services and materials to Tenant necessary for its Concession operations or for the design, construction, repair, and maintenance of the Leased Space and Improvements. The term "Subcontractor" also includes subconsultants of any tier, subcontractors of any tier, suppliers and materialmen, whether or not in privity with Tenant.

"Subcontracts" means all oral or written agreements with Subcontractors.

"Term" means the period of time beginning on the Commencement Date and comprised of the Interim Term, Primary Term, and, at the City's sole discretion, the Renewal Term.

"Use Agreements" means those certain airport use and facility lease agreements between the City and the airlines operating out of the Airport regarding the use and operation of the Airport, as amended or executed from time to time.

"Work" means everything necessary for the design, engineering, construction, fabrication and installation of the Improvements; when referring to restoration of Improvements after Major Damage, it means everything necessary for the replacement, repair, rebuilding, or restoration of the Improvements.

ARTICLE 4 LICENSE, LEASE AND TENANT'S OPERATIONS

4.1 Concession License and Lease. As of the Effective Date, this Agreement, and the Lease and License granted under it, supersede, cancel and terminate any existing agreements or understandings between the parties and relating to the subject matter of this Agreement {including, but not limited to, that certain Advertising Concession Lease and License Agreement by and between
the City of Chicago (Department of Aviation) and dated /. Effective as of the Effective Date, the City grants Tenant a License to operate a Concession at the Airport and a Lease to operate the Concession from the Leased Space. Tenant accepts the License and Lease from the City and assumes the duties of Tenant provided in this Agreement and in the Airport Concession Program Handbook. TENANT ACKNOWLEDGES AND AGREES THAT ALL AMOUNTS PAYABLE TO THE CITY UNDER THIS AGREEMENT CONSTITUTE RENT AND THAT THIS AGREEMENT CREATES A TAXABLE LEASEHOLD UNDER THE ILLINOIS PROPERTY TAX CODE, 35 ILCS 200/1 et seq. Tenant understands and agrees that both its License to operate a Concession and its right to occupy the Leased Space will terminate upon the expiration or earlier termination of this Agreement. If Tenant complies with the terms of this Agreement, Tenant will have the right of ingress to and egress from the Leased Space, for Tenant, its

officers, employees, agents, Subcontractors, vendors, suppliers, and invitees, subject, however, to all statutes, ordinances, rules and regulations from time to time enacted or established by the City, the United States Federal Aviation Administration ("FAA"), the Transportation Security Administration ("TSA") or any other governmental agency or authority having jurisdiction. Tenant must not conduct its Concession operations in a manner that, in the judgment of the Commissioner:

- A. interferes or might interfere with the reasonable use by others of Common Areas or the leased or licensed space of other tenants or licensees at the Airport;
- B. hinders or might hinder TSA, Airport security, police, fire fighting or other emergency personnel in the discharge of their duties;
- C. would, or would be likely to, constitute a hazardous condition at the Airport;
- D. would, or would be likely to, increase the premiums for insurance policies maintained by the City, independent of any increases which might occur regardless of Tenant's actions, unless the operations are not otherwise prohibited under this Agreement and Tenant pays the increase in insurance premiums occasioned by the operations; or
- E. would involve any illegal purposes.

2 No subleases, assignments or other uses. Tenant understands and agrees that the Lease and the License granted under this Agreement are interdependent and that the locations of the Advertising Displays were determined by the City so that the Concession operated by Tenant is an element of an overall concession program and, as such, complements and does not conflict with other concessions in the vicinity of the Advertising Displays. Accordingly, Tenant acknowledges: that the principal purpose of this Agreement is to provide Tenant a License to operate its Concession, without right of sublease or assignment, from the Leased Space and that any attempted sublease, assignment or other use of the Leased Space without the written consent of the City in accordance with the terms of this Agreement is absolutely prohibited and is an Event of Default.

3 Intentionally Omitted

4 **General Requirements for Operation of Concessions.** Tenant has the authority to manage and administer the Concession in the Leased Space, subject to the rights of the City under the law, in equity, and under this Agreement to direct Tenant in order to ensure that the Airport operates in the most effective and efficient way possible and to supervise the Tenant's performance. Tenant covenants to take all commercially reasonable measures to maintain, develop, facilitate and increase the business of the Concession so as to maximize Gross Revenues. Tenant further covenants that neither it nor any Affiliate of Tenant will knowingly divert or cause or allow to be diverted any business from the Leased Space to other locations not at the Airport that are operated by Tenant or any Affiliate of Tenant. A material condition of this Agreement is that Tenant must operate the Concession operations in accordance with the Airport Concession Program

Handbook, attached hereto as Exhibit 6, and the following general requirements:

- A. Unless otherwise approved by the Commissioner in writing, Tenant must conduct business in its Leased Space only in the Tenant's trade name identified in its response to the RFP.
- B. Unless authorized in writing by the Commissioner, Tenant must not install or operate any coin, card, token or otherwise activated vending machines or devices of any kind or type.
- C. Tenant must conduct its Concession operations in a first-class, businesslike, efficient, courteous, and accommodating manner consistent with the "Physical Inspection Standards" that appear in Appendix 1 of the Airport Concession Program Handbook. The Commissioner has the right to make reasonable objections to the appearance and condition of the Leased Space if they do not comply with the Physical Inspection Standards. Tenant must discontinue or remedy any non-compliant practice, appearance or condition within five (5) days (or, if it is not reasonably possible to discontinue or remedy such situation within five (5) days, submit a plan for or begin the process of discontinuing or remediating within five (5) days) following receipt of a written notice by the Commissioner (or immediately upon receipt of such a notice if the Commissioner deems non-compliance hazardous or illegal). Tenant's failure to timely cure the non-compliance as required by the Commissioner would cause the City damages including, among other things, loss of goodwill, that would be difficult or impossible to prove or quantify. Accordingly, if Tenant fails to timely cure non-compliance, then, in addition to all other remedies the City may have at law, in equity or under this Agreement, and beginning on the first day after expiry of the applicable cure period, Tenant must pay the City, as liquidated damages in connection with the loss of good will among visitors to the Terminals, and not as a penalty, the amount of \$200 per day for each non-compliant practice, appearance or condition specified in the notice that remains uncured after the cure period.
- D. Tenant must neither commit nor allow any nuisance, noise or waste in the Leased Space or annoy, disturb or be offensive to others in the Airport's terminals. Tenant must employ all reasonable means to prevent or eliminate unusual, nauseating or objectionable smoke, gases, vapors or odors from emanating from the Leased Space. Tenant must employ all reasonable means to eliminate vibrations and to maintain the lowest possible sound level in the operation of the Concession.
- E. Tenant must not place or install any racks, stands, or trade fixtures directly on or over the boundaries of its Leased Space. Tenant must not use any space outside the Leased Space for sale, storage or any other undertaking, other than in connection with deliveries made in a prompt, timely and efficient manner unless authorized to do so

F. In its capacity as Tenant under this Agreement, and not as an agent of the City, Tenant must manage the Concession operations and the Leased Space in accordance with this Agreement, in furtherance of which Tenant must, among other things:

i) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of the Leased Space;

ii) answer in writing all written customer complaints within 72 hours after receipt, furnishing a copy of the complaint and the answer to the Commissioner within that period; and,

iii) furnish the Commissioner within 72 hours after their receipt copies of all written notices received by Tenant from any governmental authority or any Subcontractor with respect to any part of the Leased Space or any Subcontract.

If Tenant fails to timely respond to customer correspondence or governmental notices and furnish the requisite copies to the Commissioner, it is an Event of Default. Tenant acknowledges that the City may suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess as liquidated damages against Tenant, and not as a penalty: (A) an amount of \$200 per day for each day after the initial 72 hours until Tenant responds to the customer complaint or governmental notice and (B) if Tenant fails to provide the requisite copies to the Commissioner, \$100 per day (up to a maximum of 60 days) until the Tenant provides the Commissioner with the copies.

5 Intentionally Omitted

6 Personnel. A. Staff.

i) Tenant must maintain a fully trained staff during the Term of this Agreement having sufficient size, expertise and experience to operate the Concession. Tenant must maintain an adequate sales force so as to maximize Gross Revenues and use the utmost skill and diligence in the conduct of its Concession operations.

ii) All employees of Tenant must at all times be clean, courteous, neat in appearance and helpful to the public, whether or not on duty. While on duty. Tenant's employees must be appropriately dressed and must wear Airport identification badges and any other form(s) of identification that may be required by the Commissioner from time to time.

iii) Tenant and its personnel must at all times participate and cooperate fully in all quality assurance programs that may be instituted by the Commissioner from time to time. Tenant must cause its personnel to attend all customer service training meetings and participate in such other

programs as may be required by the Commissioner. An appropriate officer or management representative of Tenant must meet with the Commissioner as requested by the Commissioner to discuss matters relating to this Agreement, including merchandising and marketing plans. In addition, at the Commissioner's request, an

appropriate officer or management representative of Tenant must attend other meetings with the City, airlines, other users of the Airport or any other parties designated by the Commissioner.

(iv) The Commissioner reserves the right to object to any of the personnel responsible for the day-to-day operation of the Concession. Upon receipt of such objection, Tenant must use its best efforts to resolve the cause for Commissioner's objection or replace the objectionable personnel with personnel satisfactory to the Commissioner.

B. General Manager. Tenant must designate a General Manager experienced in management and supervision who has sufficient authority and responsibility to administer and manage the Concession. The General Manager (or authorized representative) must be available to the Department at all times, with no longer than a three (3) hour response time. For purposes of this provision, the response time shall be deemed to be satisfied if first contact, including a phone call, is made within such period, and the issue is addressed within a reasonable time thereafter in light of the circumstances. The base of operations of the General Manager must be in the Chicago metropolitan area, and the General Manager must spend substantially all of his or her working hours dedicated to the operations of the Concession, unless the Commissioner approves in writing another arrangement. The General Manager is subject to removal at the direction of the Commissioner if the Commissioner reasonably determines, in her sole discretion, that the General Manager is not performing up to standards consistent with the fulfillment of Tenant's obligations.

C. Salaries. Salaries of all employees of Tenant and its Subcontractors performing services or Work under this Agreement must be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for those payroll deductions that are mandated by law or permitted by the applicable regulations issued by the United States Secretary of Labor under the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874, and 40 U.S.C. § 276c). Tenant must comply with all applicable "Anti-Kickback" regulations and must insert appropriate provisions in all Subcontracts covering Work under this Agreement to insure compliance of all Subcontractors with those regulations and with the other requirements of this subsection, and is responsible for the submission of affidavits required under them, except as the United States Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements of them.

4.7 Operation and Maintenance.

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A. The City, at its sole cost and expense, will keep in good repair the Common Areas, including the roof, structures, foundations and central mechanical, plumbing and electrical systems in the Airport providing heating, ventilation, cooling, water, sewage and electrical service to the terminals, concourses, and other structures at the Airport related to the Concession. The City will provide, without separate charge to Tenant, heating, ventilating and cooling of the Common Areas. The Commissioner reserves the right to interrupt temporarily the heating, air cooling,

ventilation, plumbing or electrical services furnished to the Common Areas or the Airport as a whole to make emergency repairs or for other reasonable purposes, and the Commissioner will restore the services as soon as reasonably possible. The City has no responsibility or liability for failure to supply heat, air cooling, ventilation, plumbing, electrical or any other service to the Leased Space, the Common Areas or the Airport, when prevented from doing so by laws, orders or regulations of any federal, state or local governmental requirement (including any requirement of any agency or department of the City) or as a result of the making of repairs or replacements, fire or other casualty, strikes, failure of the utility provider to provide service or due to any other matter not within the City's reasonable control.

B. Tenant must provide all cleaning and janitorial services to the Leased Space. Tenant must clean, maintain and repair (including replacements, where necessary) the Leased Space and Improvements in first-class condition and repair during the entire Term. If fixtures or equipment are installed in or attached to roof vents or other openings in the structure or to ducts that connect with the openings, Tenant must keep the ducts, vents and openings free from the accumulation of grease, dirt and other exhaust matter and must furnish and service any filters or other equipment necessary to prevent such accumulation. To the extent any City ordinance imposes a stricter standard than the requirements of this section, the stricter standard must govern. With respect to a Leased Space that has been designated to be relocated, if any, Tenant's obligations with respect to repair and maintenance will continue until such time as Tenant has completed the Improvements in the Relocation Space to which the affected Leased Space is being relocated.

4.8 Utilities.

A. Tenant must pay as Additional Rent a sum of \$ _____ to cover costs for natural gas, water, sewage and electricity furnished to the Leased Space. Tenant must maintain utility lines to the Leased Space as follows:

(i) where the utility lines, including gas, electrical, telephone, hot and cold water, fire sprinkler, gas, and sewer serve the Leased Space and other areas of the Airport, Tenant is only obligated to maintain those branch lines and facilities that are located within and serving the Leased Space; and

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(ii) where the utility lines are solely for the use of the Leased Space, Tenant is obligated to maintain the utility lines from the Leased Space up to the main entry points to the Airport. Alternatively, the City may, at the Commissioner's sole discretion, maintain the lines and charge Tenant the reasonable cost of the maintenance. Tenant must maintain all electrical cables, conduits, wiring, fire alarm systems, electrical panels and associated equipment located within and serving the Leased Space.

9 Refuse Handling.

A. Tenant, at its own cost and expense, must provide for the handling of all refuse, including trash, garbage, and other waste created by the Concession operations and for their disposal at a

centrally located dump sites within the Airport designated by the Commissioner from time to time. Within its Leased Space, Tenant must provide a complete and proper arrangement for the adequate sanitary handling and disposal of trash, garbage and other refuse resulting from its Concession operations. Tenant must provide and use suitable covered metal receptacles for all trash, garbage and other refuse in accessible locations within the boundaries of each Leased Space. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Leased Space or the Common Areas is forbidden. The Commissioner reserves the right, from time to time, to establish time periods or schedules during which Tenant must remove refuse from the Leased Space.

B. Tenant must comply with all present and future laws, orders and regulations and any rules and regulations promulgated by the Commissioner regarding the separation, sorting and recycling of garbage, refuse and trash. If and when any system for centralized waste disposal is put in place for the Airport that is capable of appropriately allocating to Tenant its proportional share of the cost of disposal of the refuse that Tenant and others deposit in it, then Tenant must pay its proportional share as determined by the City of the portion of those disposal costs actually charged by any third party contractor to the City or billed directly to Tenant by the third party contractor.

10 Intentionally Omitted.

11 Intentionally Omitted.

12 Certain Rights Reserved By the City.

A. Except as expressly provided otherwise in this Agreement: the City has the rights set forth below, each of which the City may exercise with notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of exercising them; the City's exercise of any such rights is not deemed to constitute a breach of this Agreement or a disturbance of Tenant's use or possession of or Lease

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to the Leased Space; the City's exercise does not give rise to any claim, including for set-off or abatement of Rent; the City's exercise also does not relieve Tenant of any obligation to pay all Rent when due. The rights include the rights to:

i) Install, affix and maintain any and all informational and/or directional signs in any parts of the Airport;

ii) Decorate or to make repairs, inspections, alterations, additions, or improvements, whether structural or otherwise, in and about the Airport, or any part of it, and for such purposes to enter upon the Leased Space, and during the continuance of any of the work, to temporarily close doors, entry ways, public space and corridors in the terminals, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations under this Agreement, so long as the Leased Space is reasonably

accessible and usable;

iii) Upon request, require Tenant to furnish the Department with copies of door keys for the entry doors of the Leased Space, where applicable, and to retain them at all times, and to use in appropriate instances, keys, including master keys and passkeys, to all doors within and into the Leased Space, but the keys will at all times be kept under adequate and appropriate security by the Department. Tenant must not change any locks, nor affix locks on doors without the prior written consent of the Commissioner. Notwithstanding the provisions for the Department's access to the Leased Space, Tenant releases the City from all responsibility arising out of theft, robbery, pilferage and personal assault unless the same results from the City's gross negligence or willful misconduct. Upon the expiration of the Term of this Agreement or Tenant's right to possession of the Leased Space, Tenant must return all keys to the Concession Management Representative and must disclose the combination of any safes, cabinets or vaults left in the Leased Space;

iv) Approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Leased Space so as not to exceed the legal load per square foot designated by the structural engineers for the Airport, and to require all such items and furniture and similar items to be moved into or out of the Leased Space only at the times and in the manner as the Commissioner directs in writing. Tenant must not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Leased Space without the prior written consent of the Commissioner. Movements of Tenant property into or out of the Leased Space and within the Terminals are entirely at the risk and responsibility of Tenant, and the Commissioner reserves the right to require permits before allowing any property to be moved into or out of the Leased Space;

v) Establish controls for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the Leased Space;

vi) Regulate delivery and service of supplies and the usage of the apron area, loading docks, receiving areas and freight elevators and designate the times within which, and the locations at which, deliveries may be made to or by Tenant;

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(vii) Show the Leased Space to prospective Tenants and subtenants at reasonable times and, if vacated or abandoned, prepare the Leased Space for re-occupancy;

(x) Airport.

(xi)

Airport; and (xii) B.

viii) Erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances to them, in and through the Leased Space at reasonable locations;

ix) Enter the Leased Space for the purpose of periodic inspection for fire protection, maintenance and compliance with the terms of this Agreement and exercise any rights granted to it in this Agreement; except in the case of emergency, however, the right must be exercised upon reasonable prior notice to Tenant and with

an opportunity for Tenant to have an employee or agent present;

Grant to any person the right to conduct any business or render any service in or to the Promulgate from time

to time rules and regulations regarding the operations at the

Maintain newspaper vending machines at any location in the Airport.

If Tenant is required to perform any sprinkler Work, City reserves the right to perform the Work and charge the Tenant for the cost of the sprinkler Work and specify charges as Additional Rent under the Agreement or to approve Tenant's proposed sprinkler contractor, at the City's sole option.

ARTICLE 5 LEASED SPACE AND IMPROVEMENTS

5.1 Leased Space. As provided in Section 4.1, the City grants Tenant the right to use the Leased Space identified in Exhibit 1, or portions thereof, from the date of delivery of each portion of the Leased Space through the remainder of the Term of this Agreement for the operation of the Concession, except as otherwise provided for herein. Exhibit 1 may be amended by agreement of the Tenant and the Commissioner from time to time to reflect changes in Leased Space, including but not limited to any Additional Space or Relocation Space. As of the Effective Date, all square footage identified in Exhibit 1 is approximate, and is subject to final correction in accordance with field measurements to be taken after completion of the Improvements. All such measurements relating to the Leased Space will be made to and from the "lease lines" as identified on Exhibit 2.

- A. Advertising Space. The Leased Space includes the Advertising Space identified in Exhibit 1. Advertising Space is to be used for the installation of Advertising Displays.
- B. Storage Space. The Leased Space includes the Storage Space, if any, identified in Exhibit 2. Storage Space is to be used to store supplies for use in the operation of the

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Concession. It may be used for other purposes relating to the Concession with the consent of the Commissioner. If the Commissioner determines that Tenant is using Storage Space for purposes unrelated to the Concession, the Commissioner may unilaterally delete the Storage Space from the Leased Space. If the Commissioner determines that the size of the Storage Space exceeds the needs of the Tenant, the Commissioner may unilaterally reduce the size of the Storage Space.

- C. Additional Space.

i) During the Term, the Commissioner may from time to time, at her sole discretion, make Additional Space available in the Airport for Tenant's Concession operations. In such event, the Commissioner

will send written notice to Tenant to advise Tenant of the following:

- a. size and location of the Additional Space being offered, if any;
- b. whether the Additional Space is being offered as Advertising Space or Storage Space;

and

c. the City's Shell and Core obligations and Tenant's Improvement obligations for the Additional Space. "*

Within sixty (60) days after receiving the notice from the Commissioner, Tenant must notify the Commissioner if it accepts or rejects the Additional Space^and, if the Additional Space is Advertising Space, the amount by which Tenant proposes to increase its Minimum Annual Guarantee to reflect the anticipated increase in Gross Revenues from the Additional Space. Upon notification from Tenant to the Commissioner that Tenant accepts the Additional Space and, if the Additional Space is Advertising Space, acceptance by the Commissioner of the proposed increase in the Minimum Annual Guarantee, the square footage will be added to the Advertising Space or Storage Space, as applicable, under this Agreement and Exhibits 1 and 2 modified accordingly. Upon notification from Tenant to the Commissioner that it rejects the Additional Space or if Tenant fails to notify the Commissioner within 60 days that it accepts the Additional Space, the offer will terminate and the Commissioner may offer the Additional Space to others.

ii) Nothing in (i) above requires the Commissioner to offer any Additional Space to Tenant or limits or restricts the Commissioner's or the City's right to enter into any concession agreement with any third party for such Space. Additional Space, if any, offered to Tenant is solely for the benefit of the Airport, and whether or not to offer such Additional Space to Tenant is at the Commissioner's Sole and absolute discretion.

iii) Additional Space may include space within the terminals that has been leased or licensed to an airline or other Airport tenant. In such event, the Rent, or a portion thereof, payable by Tenant for such Additional Space may be shared by the City with the airline or other Airport tenant in such amount as may be negotiated by the Commissioner, and Commissioner and Tenant will meet to coordinate payment of such shared Rent to the airline or other Airport tenant.

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D. Relocation Space. The Commissioner may at any time during the Term require Tenant to relocate all or portion of the Leased Space to another location within the Airport and terminate the Lease with respect to the Leased Space being vacated when, in the sole discretion of the Commissioner, the relocation is necessary for other airport purposes or is in the best interest of the City. In such an event:

i) The Commissioner will notify Tenant in writing within a reasonable period of time prior to the relocation of all or part of the Leased Space. Such notice will be not less than 90 days in advance of the relocation but, in any event, notice is not required more than 180 days in advance.

ii) If an Advertising Space is being relocated and the Relocation Space for an Advertising Space is

not comparable in size, visibility, and traffic, in Tenant's reasonable business judgment, Tenant may reject the Relocation Space by notifying the Commissioner in writing no later than 15 days after Tenant receives the Commissioner's notice. If Tenant rejects the Relocation Space, then the Lease for the affected portion of the Leased Space will terminate on the date for the relocation set forth in the Commissioner's notice, and the Minimum Annual Guarantee as of such date will be adjusted in proportion to the percentage of Tenant's Gross Revenues from prior Lease Year that were generated at the affected Leased Space. Further, if Tenant rejects the Relocation Space, Tenant is entitled to a credit, equal to the unamortized portion of Tenant's actual Improvement Costs, as approved by the Commissioner, for the Advertising Space being vacated (but excluding any Improvement Costs for Tenant personal property or any portion of the Improvements that can be moved and used by Tenant elsewhere), against Rent due and owing to the City from Tenant until the full amount of the credit has been applied against Rent.

iii) Except when Tenant rejects Relocation Space pursuant to (ii) above, the City is responsible for costs incurred in the relocation or replication of the Improvements in the Leased Space being vacated, including the cost of moving Tenant's equipment and inventory and the cost of constructing replacement Improvements comparable to the condition of the Improvements in the Leased Space being vacated as of the date of relocation, to the extent comparable Improvements do not already exist in the Relocation Space. In the case of a relocation. Tenant must promptly vacate the portion of the Leased Space required to be vacated and as to which this Agreement is being terminated and return the portion of the Leased Space in as good or better condition as existed as of the date that the City gave Tenant possession of the Leased Space being vacated, unless the Commissioner otherwise agrees in writing. The City will endeavor not to require Tenant to move from the Leased Space being vacated to the Relocation Space before Work on Improvements in the Relocation Space is completed, but the Leased Space being vacated may be needed for other airport purposes prior to the completion of Improvements in the Relocation Space. Because the City is replacing Improvements in kind, Tenant is not entitled to any credit for unamortized Improvement Costs for the Leased Space being vacated, and the unamortized Improvement Costs for the Leased Space being vacated will deemed to be the unamortized Improvement Costs for the Relocation Space and continue to be amortized on the same schedule as the original Leased Space.

5.2 Title to Property in the Leased Space. Tenant shall retain title and ownership to all

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Tenant personal property in the Leased Space except in the event of deemed abandonment. The City owns all other property at the Leased Space, including the Shell and Core and Improvements. Tenant represents and warrants that all the personal property located in the Leased Space on the Commencement Date will be owned by Tenant.

3 Intentionally Omitted

4 Tenant's Improvement Obligations.

A. Advertising Space and Storage Space. Tenant must complete, or cause to be completed, the Improvements described in the Development Plan in accordance with Construction Documents (defined below) that have been approved by the Commissioner. Improvements shall be at

Tenant's sole cost and expense, and must be completed on or before the date set forth for each portion of the Leased Space in accordance with the schedule set forth in the Development Plan, subject to Section 11.20 "Force Majeure". Tenant must provide for any supplemental heating, cooling and exhaust facilities that Tenant may require to properly heat, cool, ventilate and exhaust air in the Leased Space. All such supplemental facilities must be designed and installed in accordance with the TDCPM and applicable building codes, and must be approved by the Commissioner prior to installation. If at any time the Tenant's supplemental heating, cooling and exhaust facilities fail to comply with the design and operational standards set forth in the TDCPM, Tenant must, on notice from the City, cause repairs to be made so that Tenant is in compliance with this requirement.

- B. Additional Space. Tenant must complete or cause to be completed, at Tenant's sole cost and expense, the Improvements for each Additional Space, if any, identified by the Commissioner 90 days after acceptance by Tenant of such Additional Space, at a total investment in Improvement Costs for each permanent Additional Space as set forth in the Commissioner's notice of assignment of such Additional Space and Tenant's acceptance thereof.
- C. Temporary Relocation Space and Additional Space. The Commissioner may require Tenant to operate the Concession, prior to the Date of Beneficial Occupancy applicable to any Relocation Space and Additional Space, from a temporary Relocation Space, at City's sole cost and expense. If approved by the Commissioner, Tenant may use temporary or used fixtures, trade fixtures and equipment and is not required to install Improvements except to the extent necessary to make the temporary Relocation Space useable.
- D. Improvement Costs. Only Improvement Costs of the types set forth in the budget in the Development Plan are deemed to be validly incurred Improvement Costs for purposes of this Agreement. Tenant must provide the Commissioner with a

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statement certified by Tenant, setting forth the aggregate amount of the Improvement Costs expended by Tenant for the Leased Space, with such detail as may be reasonably requested by the Commissioner. The certified statement must be submitted at the same time as the "as-built" drawings for the Leased Space. Tenant must make available to the Commissioner, at the Commissioner's request, receipted invoices for labor and materials covering all Improvement Costs. The Commissioner has the right to audit the Improvement Costs. If there is a discrepancy of 5% or more, the cost of the audit must be paid promptly by Tenant upon request. If the Tenant's actual Improvement Costs for any portion of the Leased Space are less than 95% of the amount set forth in the Development Plan for said portion of the Leased Space, Tenant must, within 30 days after the date of completion of the Work or the Date of Beneficial Occupancy, whichever is earlier, pay the City the difference between 95% of the amount set forth in the Development Plan and the actual Improvement Cost for said portion of the Leased Space.

- E. Amortization of Improvement Costs. The actual Improvement Costs, as approved by the Commissioner, will be memorialized in the confirmation of DBO for the Leased Space in

question and attached in Exhibit 1. The amount of actual Improvement Costs approved by the Commissioner and memorialized in the confirmation of DBO will thereafter be used in the calculation of unamortized Improvement Costs wherever such amount is referenced in this Agreement. Amortization of Improvement Costs will be calculated on a straight-line basis over one hundred twenty (120) months beginning on the DBO.

5.5 Work Requirements.

A. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF WORK UNDER THIS AGREEMENT.

B. Compliance with Standards. Tenant must comply in its design, construction, use, occupancy and operation of the Leased Space, at its own cost, with:

i) all regulations and directives now or later promulgated by the FAA or TSA pertaining to airport security, as such regulations and directives may be amended or modified from time to time during the Term of this Agreement;

ii) all federal, State of Illinois, and City laws, rules, regulations and ordinances, including all building, zoning and health codes and all Environmental Laws; and

iii) the Tenant Design and Construction Procedures Manual ("TDCPM") and the Airport Concession Program Handbook.

Tenant must complete or cause to be completed all Improvements in accordance with all rules, regulations and standards, including the TDCPM, and the approved Construction Documents

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(as defined below) for any Improvements. If there is a conflict between work requirements stated in this Agreement and those set forth in the TDCPM, the Commissioner has the sole discretion to determine which prevails. No construction must take place until the Commissioner has approved the Construction Documents.

In addition to the requirements set forth in the TDCPM, Tenant acknowledges the City's goal to incorporate environmentally sustainable design in building, infrastructure, and tenant improvements at the Airport. Accordingly, Tenant agrees to use best efforts to incorporate sustainable design practices in the development and build out of the Leased Space, to engage a LEED® (Leadership in Energy and Environmental Design) accredited professional on its architectural team, to create an operational plan that incorporates sustainable practices in all aspects of the daily operation of the Leased Space, and to comply to the extent that it is commercially reasonable to the requirements of the "CDA Sustainable Airport Manual," dated August 2009, as such may be amended and updated during the Term.

C. Development Plan. Tenant's Development Plan (in draft form), as approved by the Commissioner, is attached hereto as Exhibit 3 and includes the locations of each Advertising Display; descriptions and images of advertising media, structures, equipment and fixtures for each Advertising Display; Improvement Costs for each Advertising Display and Storage Space;

the schedule for implementing the Improvements and commencing Concession operations in the Leased Space; temporary facilities that may be necessary to meet the requirements of this Agreement; and tentative Date of Beneficial Occupancy. Tenant and Commissioner acknowledge and agree that the Tenant Development Plan attached as Exhibit 3 is subject to change based on Tenant and Commissioner's mutual agreement.

- D. 60 Percent Design Phase. Within 60 days of the Effective Date, Tenant must submit to the Commissioner its proposed 60 percent design drawings and specifications prepared as required under the TDCPM ("60 Percent Designs"), which must include any Shell and Core modifications or other modifications to base building systems required to accommodate Tenant's proposed Improvements in conformance with the Development Plan. The Commissioner will attempt to review and respond to the 60 Percent Designs within 10 days after the Commissioner's receipt with an "accepted," "accepted [with comments] as noted," or "revise and resubmit." If any of the 60 Percent Designs requires resubmission, Tenant must resubmit the 60 Percent Designs addressing the Commissioner's comments within 5 days after receiving the Commissioner's response. Tenant must resubmit the 60 Percent Designs as many times as necessary until the Commissioner either accepts them or accepts them as noted; however, if Tenant fails to provide acceptable 60 Percent Designs after 5 attempts, it will be an Event of Default. Notwithstanding the above, the aforementioned time limits within which Tenant must perform shall be extended if, through no fault of Tenant or its Subcontractors, there is a delay in the process caused by a party other than Tenant or its Subcontractors which makes it unreasonable for

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Tenant to meet such time limits.

- E. 100 Percent Design Phase. Tenant must prepare and submit to the Commissioner, within 45 days following its receipt of the Commissioner's approval of the 60 Percent Designs, the 100 percent design drawings and specifications and a construction schedule that complies with the Development Plan ("100 Percent Designs"). The Commissioner will attempt to review and respond to the 100 Percent Designs within 10 days after the Commissioner's receipt with an "accepted," "accepted [with comments] as noted," or "revise and resubmit." If any of the 100 Percent Designs requires resubmission, Tenant must resubmit the 100 Percent Designs addressing the Commissioner's comments within 5 days after receiving the Commissioner's response. Tenant must resubmit the 100 Percent Designs as many times as necessary until the Commissioner either accepts them or accepts them as noted; however, if Tenant fails to provide acceptable 100 Percent Designs after 5 attempts, it will be an Event of Default. Upon acceptance by the Commissioner, the 100 Percent Designs drawings, specifications, and construction schedule will be deemed the approved "Construction Documents." If Tenant desires to use the services of any Subcontractor, Tenant must submit the name and qualifications of the Subcontractor to the Commissioner for review and approval, which approval may be granted or denied in the Commissioner's sole discretion. Within 10 days following approval of the 100 Percent Designs, Tenant must prepare and submit to the City's Buildings Department, or its successor agency, applications for all building permits required to undertake construction of the Improvements. Notwithstanding the above, the aforementioned time limits within which Tenant must perform shall be extended if, through no fault of Tenant or its Subcontractors, there is a delay in the process caused by a party other than Tenant or its

Subcontractors which makes it unreasonable for Tenant to meet such time limits.

F. Start of Construction. For each portion of the Leased Space, within 10 days after the latest to occur of: 1) the City delivers to Tenant possession of said portion of the Leased Space, 2) the date Tenant has obtained applicable building permits for said portion of the Leased Space, and 3) the date of commencement of construction set forth in the Development Plan, Tenant must begin construction of the Improvements under and consistent with the approved Construction Documents, in a diligent, first-class and workmanlike manner. Commissioner may require Tenant and its Subcontractors to meet with the Department's construction manager and Concessions Management Representative prior to starting construction. Notwithstanding the above, the aforementioned time limits within which Tenant must perform shall be extended if, through no fault of Tenant or its Subcontractors, there is a delay in the process caused by a party other than Tenant or its Subcontractors which makes it unreasonable for Tenant to meet such time limits. In all respects, the Improvements:

(i) . Must conform with all architectural, fire, safety, zoning and electrical codes and all

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federal, State, City and other local laws, regulations and ordinances pertaining to them, including the ADA, and all Airport standards, procedures and regulations.

ii) Must be free and clear of any mechanics' or materialmen's liens or similar liens or encumbrances.

iii) Except as otherwise provided in this Agreement, must be completed entirely at Tenant's cost and expense and in accordance with the requirements of this Agreement including, but not limited to, the requirements and procedures set forth in the TDCPM.

iv) Upon the request of the Commissioner, Tenant must purchase and install a security camera and connect the camera feed into a junction box at a location to be determined by the Commissioner. Tenant will permit the Commissioner to connect the security camera to the Airport security system.

Approval of the Construction Documents by the Commissioner does not constitute her or the City's representation or warranty as to their conformity with any architectural, fire, safety, zoning, electrical or building code, and responsibility therefor at all times remains with Tenant. Tenant must not permit its design and construction Subcontractors to make any modifications to base building systems without prior written consent of the Commissioner.

G. Change Order Review. Tenant must cause all Work to be performed in a first class, good and workmanlike manner and in accordance with the Construction Documents. Tenant may request in writing that change orders relating to the Work be responded to by the City, and the City will so respond within 10 days, unless a response within 10 days is unreasonable in the circumstances, in which case the response period will be as reasonably determined by the City but in no event longer than 20 days. At all times during the Work, Tenant must have on file with the Commissioner and on the construction site for inspection by the Commissioner, a copy of the approved Construction Documents. Tenant must immediately begin to reconstruct or replace and

diligently pursue to completion, at its sole cost and expense, before or after completion of the Work, any Work that is not performed in accordance with the Construction Documents as approved by the Commissioner.

H. Inspection of Improvements in Progress. The Department has the right to enter upon the Leased Space for the purposes of inspecting and recording the Improvements in progress, ensuring that Tenant's construction complies with the Construction Documents, and rejecting any such construction that does not so conform

I. Notice of Substantial Completion and Inspection. At least 14 days prior to anticipated substantial completion of the construction of a Leased Space, Tenant must deliver to the Commissioner a "notice of substantial completion." On the date specified in the notice of substantial completion, the Department will perform a final

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inspection of the Improvements for compliance with the Construction Documents for the Improvements, and will, not later than 10 days after inspection, provide a punchlist to Tenant describing in sufficient detail any discrepancies between the Improvements and the Construction Documents. Tenant must cause all discrepancies (other than those approved by the Commissioner as variances) to be reconstructed, replaced or repaired in substantial accordance with the Construction Documents. Within 10 days after the date of substantial completion and prior to commencing Concession operations in Leased Space, Tenant must provide, as evidence of the substantial completion of the Work, copies of any and all Certificates of Occupancy and other approvals, if any, necessary for Tenant to occupy the portion of the Leased Space for its intended use. Tenant shall not commence Concession operations in the Leased Space until such documents have been received by the Commissioner and until authorized to do so by the Commissioner.

J. Timeliness - Punch Lists; Opening for Business. Tenant acknowledges that if it fails to comply with Construction Document requirements (including all tasks necessary to satisfy them, such as, but not limited to, applying at the earliest possible time for and diligently pursuing all necessary building permits), the delay may cause the City to suffer substantial damages, including loss of goodwill, that might be difficult to ascertain or prove. For that reason, but subject to extensions that may be approved by the Commissioner, if, Tenant has not caused the Improvements to be substantially completed in accordance with the Construction Documents and Development Plan, and available for Concession operations not later than the Date of Beneficial Occupancy, as defined herein:

i) Tenant must pay the City liquidated damages at the rate of \$ 100 per day for each day from and after the Date of Beneficial Occupancy, until the date on which the Advertising Displays are actually available for Concession operations; and

ii) if, for any reason, Tenant fails to substantially complete the Improvements in accordance with the approved Construction Documents relating to them within 30 days after the Date of Beneficial Occupancy,

the failure is an Event of Default, and the City has the right to exercise any and all remedies under this Agreement, at law or in equity; and further,

iii) if Tenant is permitted to begin Concession operations in accordance with the schedule in the Construction Documents but any punchlist items are not completed within 30 days following the date on which Tenant completes the installation of the advertising displays in said portion of the. Leased Space, the Commissioner will assess liquidated damages against Tenant at the rate of \$50 per day per punchlist item not timely completed; and

iv) if Tenant is permitted to begin Concession operations but any punchlist items are not completed within 60 days following the date on which Tenant completes the advertising displays in said portion of the Leased Space, the City reserves the right, at the Commissioner's sole discretion,

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to either:

- a) complete the punchlist Work at the City's cost and bill the Tenant for this Work, in which case the charges are considered Additional Rent; or
- b) close the affected Advertising Display until all outstanding punchlist items are completed.

K. Post-construction Documentation. Tenant must submit a complete set of "as-built" drawings and documentation as outlined in the TDCPM to the Commissioner within 30 days after the date the Commissioner authorizes Tenant to begin Concession operations in the Leased Space. The as-built drawings and documentation are and become the property of the City, except to the extent of any intellectual property reflecting Tenant's trademarks, trade names or trade dress contained in them.

L. No Mechanics' Liens. Tenant must not permit any mechanics' lien for labor or materials furnished or alleged to have been furnished to it to attach to any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement in any way relating to any work performed by or at the direction of Tenant. Upon making payments to Subcontractors, Tenant must obtain from each Subcontractor a waiver of mechanics' liens against any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement arising out of any work done by the Subcontractor and each and every of the Subcontractor's materialmen and workmen. If, nonetheless, any such mechanics' lien is filed upon any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement, Tenant must indemnify, protect, defend and save harmless the City against any loss, liability or expense whatsoever by reason of it and must promptly and diligently proceed with or defend, at its own expense, the action or proceedings as may be necessary to remove the lien. Tenant must deliver notice to the Commissioner of any such lien or claim within 15 days after Tenant has knowledge of it. Tenant may permit the mechanics' to remain undischarged and unsatisfied during the period of the contest and appeal; provided that Tenant must post a bond with the City equal to 150% of the amount of the lien. If the lien is stayed and the stay later expires or if by nonpayment of any lien any portion of the Leased Space, the

Airport, Tenant's leasehold interest, or this Agreement will be, or is claimed to be, subject to loss or forfeiture, then Tenant must immediately pay and cause to be satisfied and discharged the lien. If Tenant fails to do so, the Commissioner may, in her sole discretion, draw on the bond and make such payment. If the Commissioner has not requested a bond, then the Commissioner may, in her sole discretion, make such payment out of legally available Airport funds and, in such event, the amount paid shall immediately be payable by Tenant as Additional Rent. Failure to post a bond when requested by the Commissioner or pay such Additional Rent shall be an event of default.

Damage or Destruction of Improvements.

A. Insubstantial Damage. If Improvements to any Leased Space are damaged, in whole or in part, by fire or casualty, and there is no Major Damage (as defined below) to the portion of the Airport served by the damaged Improvements, then the City will repair any damage to the Shell and Core at the City's expense, and Tenant must repair the damage to the Improvements as soon as reasonably possible (after completion of the Shell and Core) at Tenant's expense.

B. Major Damage.

i) "Major Damage" means any damage- or destruction that, based on reasonable estimates made by the Department within 60 days after the occurrence of the damage or destruction, in order to be repaired to the condition existing before the damage or destruction:

- a. would cost, with respect to the Improvements, in excess of 50% of the replacement cost value of all Improvements; and
- b. would cost, with respect to the Shell and Core, in excess of 50% of the replacement cost of the Shell and Core, or would require, in the sole judgment of the Commissioner, more than nine months to complete.

ii) If any part of the Airport suffers Major Damage, whether or not including any portion of the Leased Space located in them, in whole or in part by fire or other casualty, the Commissioner has the right, for a period of six (6) months starting on the date of the occurrence, to elect not to repair the Major Damage as otherwise required under this section, by giving written notice of the election to Tenant. If the Commissioner notifies Tenant of the Commissioner's election not to repair the Major Damage, this Agreement will terminate as to the affected Leased Space effective as of the date of the Major Damage, all Rent due under this Agreement will be prorated to the date of termination, and Tenant must surrender the affected portion of the Leased Space to the City.

iii) If any portion of the Leased Space suffers Major Damage, and if after the occurrence of the damage the Agreement is not terminated, the Commissioner and the airport architect will estimate the cost of restoration and the length of time that will be required to repair the damage and will notify Tenant of the estimate. If the damage can be repaired and the Improvements restored before the Term expires, then Tenant

must repair the damage and restore the Improvements. If repair and restoration cannot be substantially completed before the Term expires, then this Agreement terminates as to the portion of the Leased Space as of the date of the Major Damage.

iv) If this Agreement is not terminated in accordance with paragraphs B.(ii) or (iii) and a casualty has damaged or destroyed any portion of the Shell and Core involving the Leased Space, the City will restore the Shell and Core to the condition existing on the Delivery Date, according to the original as-built plans and specifications. Upon completion of the City's Shell and Core restoration work, if any, Tenant must proceed to rebuild the Improvements as nearly as possible to the character

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of Improvements existing immediately before the occurrence.

v) Before beginning to replace, repair, rebuild or restore Improvements, Tenant must deliver to the Commissioner a report of an independent consultant acceptable to the Commissioner setting forth:

- a. an estimate of the total cost of the Work;
- b. the estimated date upon which the Work will be substantially completed; and
- c. a statement to the effect that insurance proceeds are projected to be sufficient to pay the costs of the Work.

vi) The Commissioner will use commercially reasonable efforts to provide suitable temporary Relocation Space during the period of restoration subject to the reasonable approval of Tenant. Tenant must relocate the Concession operations to the temporary Relocation Space, and the costs associated with any such relocation, including moving expenses and the cost of reconstructing the Improvements in the temporary Relocation Space, must be borne by Tenant.

C. Tenant's Option. If the Leased Space or a portion of it is subject to Major Damage during the final three years of the Term, Tenant has the right, for a period of 60 days beginning on the date of the occurrence, to elect not to restore the affected Improvements as otherwise required under this Agreement by giving the Commissioner written notice of the election, in which event this Agreement will, as to the portion of the Leased Space, terminate upon the notice. If Tenant desires to rebuild the affected Leased Space, it may do so only upon the written approval of the Commissioner. If approved, Tenant will receive the unamortized Improvement Cost of the restoration upon termination or expiration of the Term, with amortization being calculated on a straight-line basis over a period of time equivalent to the original Term.

D. Insufficient Insurance. In no event will the City be obligated to repair, alter, replace, restore, or rebuild any Improvements, or any portion of them, nor to pay any of the costs or expenses for them. If available insurance proceeds are not sufficient to cover the cost of the restoration as required under this Section, then Tenant is liable to complete the repairs at its own cost and expense, except as provided in (C) above.

5.7 City Resident Construction Worker Employment Requirement.

A. Use of Residents. In connection with and during the construction of the Work, Tenant and its Subcontractors must comply with the provisions of §2-92-330 of the Municipal Code of the City of Chicago ("Municipal Code"), as amended from time to time concerning the minimum percentage of total construction worker hours performed by actual residents of the City. (At least 50% of the total construction

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worker hours worked by persons on the site of the Work must be performed by actual residents of the City. Tenant may request a reduction or waiver of this minimum percentage level of Chicagoans in accordance with standards and procedures developed by the Chief Procurement Officer of the City.) In addition to complying with this percentage, Tenant and its Subcontractors are required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. "Actual Residents of the City" means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment. Tenant and each Subcontractor (for purposes of this subsection, "Employer") must provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

B. Certified Payroll Reports. During the construction of the Work, weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) must be submitted to the Commissioner in triplicate and must identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

C. Inspection of Records. Each Employer must provide full access to its employment records to the Chief Procurement Officer, the Commissioner, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Each Employer must maintain all relevant personnel data and records for a period of at least 3 years after final acceptance of the Work. At the direction of the Commissioner, affidavits and other supporting documentation may be required of each Employer to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

D. Level of Effort. Efforts on the part of each Employer to provide utilization of actual Chicago residents that are not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer will not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

E. Shortfalls; Liquidated Damages. When the Work is completed, in the event that the City has determined that Tenant has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-

compliance, it is agreed that 1/20 of 1% of the aggregate hard construction costs of the Improvement Costs (the product of .0005 x such aggregate hard construction costs) (as evidenced by approved contract value for the actual contracts) must be surrendered by Tenant to the City as liquidated damages, and not as a penalty, in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Tenant and/or the Subcontractors to prosecution. The City may draw against the Security any amounts that appear to be due to the City under this provision pending the City's determination as to the full amount of liquidated damages due on completion of the Work.

F. Nothing set forth in this section acts as a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents, as applicable.

G. Inclusion in Subcontracts. Tenant must cause or require the provisions of this section to be included in all construction Subcontracts related to the Work.

8 Licensing of General Contractor. This Agreement is subject to Chapter 4-36 of the Municipal Code which requires all persons acting as a general contractor (as defined in Chapter 4-36) to be licensed as a general contractor by the City. Tenant's failure to ensure that any general contractor working on Improvements complies with Chapter 4-36 will be an Event of Default.

9 Prevailing Wages. In connection with the construction, repair, and maintenance of Improvements, Tenant must comply with the applicable provisions of 820 ILCS 130/0.01 et seq. regarding the payment of prevailing wages, and the most recent Illinois Department of Labor schedule of prevailing wages, and any successors to them. Tenant must insert appropriate provisions in all Subcontracts covering construction work under this Agreement to ensure compliance of all construction Subcontractors with the foregoing wage statutes and regulations.

10 Subcontractor Certifications. Tenant must require all Subcontractors performing Work in connection with this Agreement to be bound by the following provision and Tenant must cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor certifies and represents that Subcontractor and any entity or individual that owns or controls, or is controlled or owned by, or is under common control or ownership with Subcontractor is not currently indebted to the City and will not at any time during the Term be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts

for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Subcontractor acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to Subcontractor for services rendered in connection with the Agreement and, if the breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against the payments otherwise due to Subcontractor and/or the termination of Subcontractor for default (in which case Subcontractor will be liable for all excess costs and other damages resulting from the termination.)"

ARTICLE 6 TERM OF AGREEMENT

1 Term. The term of this Agreement is the Term as defined in Article 3 unless this Agreement is terminated earlier in accordance with its terms.

- A. Renewal Term. City, in its sole discretion, may renew this Agreement for up to five additional periods of one (1) year each, which term shall commence upon the expiration of the Primary Term of this Contract (said annual renewals cumulatively referred to as the "Renewal Term"). The Renewal Term shall be subject to all of the same terms, covenants, and conditions of this Agreement. City shall advise Tenant in writing of its intent to enter into the Renewal Term no later than six (6) months prior to the end of the Primary Term.
- B. Within 30 days after receiving the notice from the Commissioner of City's intention to renew this Agreement, Tenant must notify the Commissioner if it accepts or rejects such renewal offer. In the event Tenant rejects the renewal offer, or if Tenant fails to notify the Commissioner within 30 days that it accepts the renewal offer, the renewal offer will lapse and this Agreement will terminate as of the end of the then-current Term, unless sooner terminated in accordance with the terms hereof.
- C. In the event the City fails to renew this Agreement for five one-year periods as set forth in (A), the City shall pay to Tenant, or cause a successor concessionaire to pay to Tenant, an amount equal of the unamortized Improvement Costs of the Leased Space as of the termination date; provided, however, if Tenant rejects a renewal offer, then neither the City, nor a successor concessionaire, shall have any obligation to pay Tenant any unamortized Improvement Costs.

2 Holding Over.

- A. Without consent. If Tenant continues to occupy all or a portion of the Leased Space without the written consent of the Commissioner after expiration or termination of this Agreement in its entirety, or as to any such portion of the Leased Space where the Lease under this Agreement has expired or terminated, the holding over

constitutes a month to month lease on the same terms and conditions as this Agreement, except that Tenant must pay Rent for the entire holdover period for the Leased Space where the Lease has expired or been terminated at double the annual rate of the Rent payable for that Leased Space during the immediately preceding Lease Year. No occupancy of Leased Space by Tenant after the expiration or other termination of the Lease under this Agreement with respect to such Leased Space extends the Term of this Agreement or the Lease, except as a holdover tenancy. Also, in the event of such holdover tenancy, Tenant shall indemnify the City against all damages arising out of Tenant's retention of occupancy, and all insurance policies and letters of credit required to be obtained and maintained by Tenant as set forth in this Agreement shall continue in effect.

B. With consent. Any holding over with the written consent of the Commissioner constitutes a month-to-month lease on the same terms and conditions as this Agreement, including payment of the Rent attributable to the portion or portions of the Leased Space that Tenant continues to occupy. Thereafter, Tenant must surrender and vacate the Leased Space no later than the 30th day following notice from the Commissioner that the month-to-month holdover is terminated. Tenant's failure to do so shall be deemed a holding over without consent under (A).

6.3 Return of the Leased Space and Removal of Improvements.

A. At the termination or expiration for any reason of this Agreement or the Lease as to any portion of the Leased Space, Tenant must promptly, peaceably, quietly and in good order quit, deliver up and return the Leased Space (or that portion as to which the Lease has terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted.

B. Tenant must remove all Tenant personal property and trade fixtures from the Leased Space or the portions of the Leased Space before the date of termination or expiration. Any personal property or trade fixtures remaining in the Leased Space seven (7) days after the date of termination or expiration shall be deemed abandoned, and the City may dispose of such personal property or trade fixtures in the Commissioner's sole discretion, and Tenant shall have no claim to the proceeds, if any, from such disposition.

C. Further, at the Commissioner's request (which request will be given in writing at least 30 days before the termination or expiration of the Term), Tenant must remove all Improvements installed by or for Tenant, or Tenant's agents, employees or Subcontractors, except for Improvements that the Commissioner may elect to require Tenant to leave in place. As provided in Section 5.2, all Improvements are City property and, if not requested to be removed by the Commissioner, may be used by the City or a replacement tenant; provided, however, that all of Tenant's trade dress,

service marks, trademarks and trade names shall be removed, obliterated or painted out in a commercially reasonable manner at Tenant's cost. If directed by the Commissioner to remove Improvements, Tenant must also cap off any plumbing or drains and remove, obliterate or paint

out any and all of its signs, advertising and displays as the Commissioner or his designated representative may direct, and repair any holes or other damage left or caused by Tenant.

- D. Tenant must repair any damage to the Leased Space caused by Tenant's removal of Tenant personal property, trade fixtures and Improvements. All the removal and repair required of Tenant under this section are at Tenant's sole cost and expense.
- E. If Tenant fails to perform any of its foregoing obligations, then the Commissioner may cause the obligations to be performed by Department personnel or City contractors, and Tenant must pay the cost of the performance, together with interest thereon at the Default Rate from and after the date the costs were incurred until receipt of full payment therefor.

4 Termination Due to Change in Airport Operations. This Agreement, or the Lease of any affected Leased Space, is subject to termination by either party on 60 days' written notice in the event of any action by the FAA, the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Airport or a portion thereof that renders performance by either party in the Leased Space impossible or impractical, and which governmental action or court order remains in force and is not stayed by way of appeal or otherwise, for a period of at least 90 days, so long as the action or order is not the result of any Event of Default of Tenant.

5 Eminent Domain.

- A. If the entirety of the Airport or a substantial part of it, including the entire Leased Space, is taken by eminent domain by an authority other than the City, the Term of this Agreement will end upon the earlier of the date when possession is required by the condemning authority or the effective date of the taking.
- B. If any eminent domain proceeding is instituted by an authority other than the City in which it is sought to take any part of the Airport, the taking of which would, in the good faith judgment of the Commissioner or Tenant, render it impractical or undesirable to conduct Concession operations on the remaining portion of the Leased Space for the intended purposes, the Commissioner and Tenant will each have the right to terminate this Agreement upon not less than 90 days' written notice to the other.
- C. In the event of termination of this Agreement under either (A) or (B), all Rent accrued for the Leased Space in question prior to the termination date is payable to

the City. However, the City shall have no obligation to pay Tenant any unamortized Improvement Costs for such Leased Space, and Tenant shall look solely to the condemning authority for any award of damages.

7.1 A.

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ARTICLE 7 RENT AND FEES

Rent Payable.

In consideration of Tenant's Lease to the Leased Space and the License to operate its Concession in the Leased Space and the associated rights and privileges granted in this Agreement, Tenant must pay the following, without notice or demand, as rent and fees the License Fee and Additional Rent (collectively, "Rent") as follows:

License Fee. Beginning as of the Commencement Date, an amount equal to the orb.:

- a. Percentage Fee. The "Percentage Fee" is an amount equal to the percentage rental rates set forth in Exhibit 2 as applied to Gross Revenues.
- b. Minimum Annual Guarantee. The "Minimum Annual Guarantee" or "MAG" for the first and second Lease Years is the MAG dollar amount set forth in Exhibit 2, pro-rated for the first Lease Year if less than 12 months. Beginning with the third Lease Year, and for each Lease Year thereafter, the Minimum Annual Guarantee will equal the greater of: 1) eighty-five percent (85%) of the total Percentage Fee payable for the preceding Lease Year and 2) the Minimum Annual Guarantee dollar amount set forth in Exhibit 2 for the first and second Lease Years (without consideration of any pro-rating). The Minimum Annual Guarantee applicable to the last Lease Year will be pro-rated if less than 12 months.

Notwithstanding the foregoing, the Minimum Annual Guarantee shall not apply during the Interim Term.

Additionally, if the number of enplaned passengers at the Airport reaches or goes below 25 million in any Lease Year during the Term, Tenant and Commissioner shall have the ability to meet and discuss a proportionate reduction in the MAG for that Lease Year that takes into account the enplaned passenger decline; provided, however, that in no case shall the reduced MAG be less than then MAG for the first year of this Agreement. The MAG for the remaining portion of the Term shall be adjusted annually thereafter in accordance with this Agreement.

(ii) Additional Rent. Any other charges payable to the City under this Agreement that are identified as Additional Rent.

Failure by Tenant to pay Rent, or any portion thereof, when due is an Event of Default.

B. Impositions. Tenant must timely pay, as and when due, any and all taxes, assessments, fees, and charges levied, assessed or imposed by a governmental unit upon this Agreement, the Leased Space, Tenant's leasehold, Tenant's Concession business or upon Tenant's personal property, including but not limited to all permit fees and charges of a similar nature for Tenant's conduct of any business or undertaking in the Leased Space (collectively, "Impositions"). Tenant must provide the Concession Management Representative with copies of any business licenses or permits required for the Tenant to operate the Concession. Tenant must provide Commissioner a copy of all notices relating to leasehold taxes on the Leased Space within 30 days after receipt and must provide the Commissioner with a receipt indicating payment of leasehold taxes on the Leased Space when due. Nothing in this Agreement precludes Tenant from contesting the amount of an Imposition, including those taxes or charges enacted or promulgated by City; but unless otherwise allowed by the entity imposing the tax or charge, Tenant must pay the tax or charge pending the judicial or administrative decision on the Tenant's contest. Failure of Tenant to pay any Imposition when due, except to the extent that Tenant is allowed to withhold payment while contesting the amount of the Imposition, will constitute an Event of Default. As provided in Section 4.1, Tenant acknowledges that the leasehold created under this Agreement is taxable, and while Tenant may contest the amount of the leasehold tax, Tenant shall not contest its applicability.

C. Rent under this Agreement is not considered to be a tax and is independent of any Imposition levied by the City on the Tenant's business. Further, the payment of the Rent under this Agreement is independent of each and every other covenant and agreement contained in this Agreement, and Tenant must pay all Rent without any set off, abatement, counterclaim or deduction whatsoever except as otherwise expressly provided in this Agreement. If Tenant is directed to move its Concession operations to a Relocation Space, and the City determines that the affected Advertising Space is to be closed before completion of the Improvements in the Relocation Space, then adjustments will be made to the Minimum Annual Guarantee until Tenant begins Concession operations in the Relocation Space. Such adjustments will be in the same proportion as the Gross Revenues attributable to the Advertising Space to be closed bears to the Gross Revenues for the entire Advertising Space to which the Minimum Annual Guarantee applies. If actual Gross Revenue amounts are not available, the adjustment will be made based on the MAG per location estimates in Exhibit 2.

7.2 Time of Payments.

A. On or before the first day of each calendar month, prorated for any partial calendar month, beginning on the Commencement Date and continuing throughout the Term,

Tenant must pay to the City that portion of the Minimum Annual Guarantee as may be due pursuant to Section 7.1(A)(i)(b) of this Agreement.

B. On or before the 15th day of each month following the month in which the Commencement Date occurs, Tenant must pay the City the amount, if any, by which the actual Percentage Fee for the

preceding month pursuant to Section 7.1(A)(i)(a) exceeds the Minimum Annual Guarantee payment that was made on the first day of the month.

- C. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding Lease Year exceeds the amount of all payments made by Tenant to the City for the Lease Year in question, then Tenant must pay the amount of the underpaid Percentage Fee to the City upon the submission of the annual statement of Gross Revenues. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding Lease Year is less than the amount of all License Fee payments made by Tenant to the City for the period in question, but the Percentage Fee still exceeds the MAG for that Lease Year, then Tenant will receive a credit against the next License Fee payment due under this Agreement for the amount by which the License Fee actually paid by Tenant exceeded the Percentage Fee attributable to the period.

3 Material Underpayment or Late Payment. Without waiving any other remedies available to the City, if:

- i) Tenant underpaid Rent due in any calendar year by more than 5%, or

ii) Tenant failed to make any Rent payments within 5 days of the date due, then Tenant must pay, in addition to the amount due the City as Rent, interest on the amount of underpayment or late payment at the Default Rate. Interest on the amount underpaid accrues from the date on which the original payment was due until paid in full and shall be considered Additional Rent. The provision for the payment of interest does not constitute an authorization by the City of underpayment or late payment.

4 Reports.

- A. Monthly. Tenant must furnish to the Commissioner on or before the 15th day of each calendar month falling wholly or in part within the Term of this Agreement a complete statement, certified by Tenant, of the amount of Gross Revenues derived from each Advertising Display by Tenant (including a statement of any deductions from Gross revenues permitted hereunder) during the preceding month and a determination of Percentage Fee payable, if any, for the preceding month.

B. Annually or more often.

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i) Tenant also must furnish to Commissioner no later than March 1 of each Lease Year falling wholly or in part within the Term of this Agreement, and within 120 days after the expiration or termination of this Agreement, a complete statement of revenues certified by an independent certified public accountant engaged by Tenant, showing in all reasonable detail the amount of Gross Revenues made by Tenant in, on or from the Leased Space during the preceding Lease Year and copies of all returns and other information filed with respect to Illinois sales and use taxes as well as such other reasonable financial and statistical reports as the Commissioner may, from time to time, require by written notice to Tenant.

ii) The annual statement must include a breakdown of Gross Revenues on a month by month basis and an opinion of an independent certified public accountant that must include the following language, or language of similar purport:

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by [] for the year ended relating to its operations at the Terminals pursuant to an Agreement dated , . Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.
In our opinion, the accompanying statement showing gross revenues of \$ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended ."

C. All such reports and statements must be prepared on a form approved by the Commissioner and must, among other things, provide a breakdown of the Gross Revenues by category of Advertising Displays and an analysis of all Percentage Fees due and payable to the City with respect to the period in question. If Tenant fails to timely furnish to the Commissioner any monthly or annual statement required under this Agreement or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the Commissioner has the right (but is not obligated) without notice, to conduct an audit of Tenant's books and records and to prepare the statements at Tenant's expense. Tenant must also provide the Commissioner with such other financial or statistical reports and information concerning the Leased Space or any part thereof, in the form as may be reasonably required from time to time by the Commissioner.

7.5 Books, Records and Audits.

A. Except as provided below, Tenant must prepare and make available (upon reasonable notice) at its office in Chicago full, complete and proper books, records and accounts in accordance with generally accepted accounting procedures relating to and setting forth the Gross Revenues, both for cash and on credit, and must require and cause its

operations personnel to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant. The books and .source documents to be kept by Tenant must include true copies of all federal, state and local tax returns filed with respect to Tenant's Concession operation and reports, records of inventories and receipts of merchandise, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Leased Space by Tenant and any other persons conducting business in or from the Leased Space. Pertinent original sales records must include the following documents or their auditable electronic equivalents:

- i) cash register tapes, including tapes from temporary registers,
- ii) serially pre-numbered sales slips,
- iii) the original records of all mail and telephone orders at and to the Leased Space,
- iv) original records indicating that merchandise returned by customers was purchased at the Leased Space by the customers,
- v) memorandum receipts or other records of merchandise taken out on approval,
- vi) detailed original records of any exclusions or deductions from Gross Revenues,
- vii) sales tax records, and
- viii) such other sales records, if any, that would normally be examined by an independent accountant under accepted auditing standards in performing an audit of Tenant's Gross Revenues.

B. The books, records and accounts, including any sales tax reports that Tenant may be required to furnish to any government or governmental agency, must at all reasonable times be open to the inspection (including the making of copies or extracts) of the Commissioner, the Commissioner's auditor or other authorized representative or agent at the Leased Space or Tenant's other offices in Chicago for a period of at least 3 years after the expiration of each calendar year falling wholly or in part within the Term.

C. The acceptance by the Commissioner of payments of any Percentage Fee is without prejudice to the Commissioner's right to conduct an examination of the Tenant's books and records relating to Gross Revenues and of inventories of merchandise at the Retail Space, in order to verify the amount of Gross Revenues made in and from the Retail Space.

D. After providing Tenant at least 3 days prior oral or written notice, the Commissioner may inspect the books and records of Tenant. Further, at its option, the

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Commissioner may at any reasonable time, upon no less than 10 days prior written notice to Tenant cause a complete audit to be made of Tenant's entire records relating to the Retail Space for the period covered by any statement issued by Tenant as above set forth. If the audit discloses that Tenant's statement of Gross Revenues is understated to the extent of:

i) 3% or more, Tenant must promptly pay the City the cost of the audit in addition to the deficiency (and any interest on the deficiency at the Default Rate), which deficiency is payable in any event; and if

ii) 5% or more, an Event of Default is considered to have occurred, and in addition to all other remedies available under this Agreement, at law, or in equity, the Commissioner has the right to terminate this

Agreement immediately upon giving notice to Tenant, without any opportunity for Tenant to cure.

In addition to the foregoing, and in addition to all other remedies available to the City, if Tenant or the City's auditor schedules a date for an audit of Tenant's records and Tenant fails to be available or otherwise fails to comply with the reasonable requirements for the audit, Tenant must pay all reasonable costs and expenses associated with the scheduled audit.

7.6 Intentionally Omitted.

7-7 Lien. In addition to any liens as may arise under Illinois law, the City has a contractual lien under this Agreement on all property, including Tenant personal property located on the Leased Space, as security for non-payment of any Rent due.

ARTICLE 8 INSURANCE. INDEMNITY AND SECURITY

1 Insurance. Tenant must, at its sole expense, procure and maintain at all times during the Term of this Agreement, and during any time period following expiration or termination of this Agreement during which Tenant is holding over or Tenant is required to return to the Leased Space for any reason whatsoever, the types of insurance specified in Exhibit 8 covering all operations under this Agreement, with insurance companies authorized to do business in the State of Illinois.

2 Indemnification.

A. Except where this indemnity clause would be found to be inoperative or unenforceable under the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq. ("Anti-Indemnity Act"), Tenant must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees, from and against any and all Losses.

B. "Losses" means, individually and collectively, liabilities of every kind, including

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losses, damages, and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Tenant, its employees, agents, subtenants, and Subcontractors.

C. At the City Corporation Counsel's option, Tenant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Tenant of any of its obligations under this Agreement. Tenant must not make any settlement without the prior

written consent to it by the City Corporation Counsel if the settlement requires any action on the part of the City or in any way involving the Airport.

- D. To the extent permissible by law, Tenant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any limits applicable to a claim by any employee of Tenant that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 et seq, or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The waiver, however, does not require Tenant to indemnify the City for the City's own negligence or willful misconduct to the extent doing so would violate the Anti-Indemnity Act. The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.
- E. The indemnities contained in this section survive expiration or termination of this Agreement, for matters occurring or arising during the Term of this Agreement or as the result of or during the holding over of Tenant beyond the Term. Tenant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Tenant's duties under this Agreement, including the insurance and Security requirements.

8.3 Security

A. Form of Security.

(i) Tenant must deliver to the City no later than the earlier to occur of: a) 30 days after the Effective Date or b) the Delivery Date for the first Leased Space, an irrevocable, unconditional sight draft Letter of Credit in favor of the City. The face amount of the Letter of Credit and any replacements or renewals of it must be maintained by Tenant, through and including the date that is 180 days after the expiration of the Term or termination of this Agreement, as follows: the face amount of the Letter of Credit must at all times equal a) during the first and second Lease Years, 50% of the MAG for said Lease Years (without consideration of any pro-rationing on account of

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either a Lease Year of less than 12 months or partial occupancy of the Leased Space) and b) in each Lease Year thereafter, 50% of the MAG payable during the prior Lease Year. The Letter of Credit must be in the form set forth in Exhibit 7 or as otherwise approved by the Corporation Counsel.

ii) In lieu of the Letter of Credit, Tenant may provide cash or a cashier's check in the same amount for immediate deposit in the City's accounts. The Letter of Credit, cash or cashier's check, as applicable, is referred to in this Agreement as the "Security." The original Letter of Credit, and all replacements of it, must be issued with an expiry date of at least one year after their respective dates of issuance. The Security secures the faithful performance by Tenant of all of Tenant's obligations under this Agreement. The Commissioner is entitled to draw on any such Letter of Credit unless proof of renewal of the Letter of Credit or a replacement Letter of Credit in form and substance satisfactory to the Comptroller has been furnished to the Commissioner

at least 30 days before its expiration date. The City will hold the proceeds as a cash Security to secure the full and faithful performance of Tenant's obligations under this Agreement. The Commissioner is not obligated to pay or credit Tenant with interest on any Security.

iii) The Commissioner also is entitled to draw on the Letter of Credit in whole or in part upon the occurrence of an Event of Default, in which event the Commissioner is entitled to apply or retain all or any part of the proceeds of it or any cash or other Security deposited by Tenant and held by the City for the payment of any obligation of Tenant arising before or after the Event of Default.

iv) The Letter of Credit must provide that the Commissioner may draw upon the Letter of Credit in whole or in part upon the delivery by the Commissioner to the issuer of the Letter of Credit of a demand for payment, purportedly signed by the Commissioner, together with a written statement that the Commissioner is entitled to draw upon the Letter of Credit under the terms of this Agreement. If amounts are drawn upon the Letter of Credit or amounts of a cash Security are applied by the Commissioner in accordance with the terms of this Agreement, Tenant must reinstate the Letter of Credit or cash Security to its full amount required in this Agreement within 5 days following notification by the Commissioner of the City's draw upon the Letter of Credit or use of the cash Security. The rights reserved to the Commissioner or the City under the Letter of Credit or any cash Security are in addition to any rights they may have under this Agreement or under law.

B. Qualified Issuers. The Letter of Credit called for in this Agreement must be issued by companies or financial institutions having a rating of "A" or better as determined by Standard and Poor's or by Moody's Investors Service, Inc., or a net worth of at least \$500,000,000, and must have an office in Chicago where the Commissioner may draw on the Letter of Credit. The Commissioner also reserves the right to order Tenant to immediately close some or all of the Leased Space until the Letter of Credit is in place and effective.

C. Right to Require Replacement of Letter of Credit. If the financial condition of any Letter of Credit issuer issuing the Letter of Credit materially and adversely changes, the Commissioner may, at any time, require that the Letter of Credit be replaced with

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a Letter of Credit from another institution and in accordance with the requirements set forth in this section.

D. No Excuse from Performance. None of the provisions contained in this Agreement nor in the Letter of Credit required under this Agreement excuse Tenant from faithfully performing in accordance with the terms and conditions of this Agreement or limit the liability of Tenant under this Agreement for any and all damages in excess of the amounts of the Letter of Credit.

E. Non-Waiver. Notwithstanding anything to the contrary contained in this Agreement, the failure of the Commissioner to draw upon the Letter of Credit required under this Agreement or to require Tenant to replace the Letter of Credit at any time or times when the Commissioner has the right to do so under this Agreement does not waive or modify the Commissioner's rights to draw upon the Letter of Credit and to require Tenant to maintain or, as the case may be, replace

the Letter of Credit, all as provided in this Section.

ARTICLE 9 DEFAULT, REMEDIES AND TERMINATION

9.1 Events of Default. The following A. through M. constitute Events of Default by Tenant under this Agreement. The Commissioner will notify Tenant in writing of any event that the Commissioner believes to be an Event of Default. Tenant will be given an opportunity to cure the Event of Default within a reasonable period of time, as determined by the Commissioner, but not to exceed 30 days after written notice of the Event of Default; provided, that (i) if a provision of this Agreement provides for a different cure period for a particular Event of Default, that different cure period will apply; (ii) if a provision of this Agreement does not allow a right to cure a particular Event of Default, there will be no right to cure; and (iii) if neither (i) or (ii) apply and if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Tenant promptly begins and diligently and continuously proceeds to cure the failure within the time period granted and after that continues to diligently and continuously proceed to cure the failure, and the failure is reasonably susceptible of cure within sixty (60) days from delivery of the notice, Tenant will have the additional time, not in any event to exceed sixty (60) days, to cure the failure.

- A. Any material misrepresentation made by Tenant to the City in the inducement to City to enter this Agreement or in the performance of this Agreement. There is no right to cure this Event of Default.
- B. Tenant's failure to make any payment in full when due under this Agreement and failure to cure the default within five days after the City gives written notice of the non-payment to Tenant. In addition, Tenant's failure to make any such payment within five days after the written notice more than three times in any Lease Year

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constitutes an Event of Default without the necessity of the City giving notice of the fourth failure to Tenant or any opportunity to cure it.

- C. Tenant's failure to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Tenant contained in this Agreement.
- D. Tenant's failure to promptly and fully perform any obligation or duty, or to comply with any restriction of Tenant contained in this Agreement concerning Transfer or Change in Ownership, whether directly or indirectly, of Tenant's rights or interests in this Agreement or of the ownership of Tenant.
- E. Tenant's failure to provide or maintain the insurance coverage required under this Agreement (including any material non-compliance with the requirements) and the failure to cure the Event of Default within two days following oral or written notice from the Commissioner; or, if the noncompliance is non-material, the failure to cure the Event of Default within 20 days after the Commissioner gives written notice. The Commissioner, in her sole discretion, will determine if

noncompliance is material.

- F. Tenant's failure to conduct Concession operations as required to do so under this Agreement.
- G. Tenant's failure to begin or to complete its Improvements on a timely basis, unless such failure is due to the actions or omissions of a party other than Tenant or its Subcontractors.
- H. An Event of Default by Tenant or any Affiliate under any other agreement it may presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period.
- I. Tenant or Guarantor, if any, does any of the following and the action affects Tenant's

ability to carry out the terms of this Agreement:

- i) becomes insolvent, as the term is defined under Section 101 of the Bankruptcy Code as amended from time to time; or
- ii) fails to pay its debts generally as they mature; or
- iii) seeks the benefit of any present or future federal, state or foreign insolvency statute;

or

- iv) makes a general assignment for the benefit of creditors, or
- v) files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement

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of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or

(vi) consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.

- J. An order for relief is entered by or against Tenant or Guarantor (if any) under any chapter of the Bankruptcy Code or similar law in any foreign jurisdiction and is not stayed or vacated within 60 days following its issuance.
- K. Tenant is dissolved.
- L. A violation of law that results in a guilty plea, a plea of nolo contendere, guilty finding, or conviction of a criminal offense, by Tenant, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Agreement, and that may threaten, in the sole judgment of Commissioner, Tenant's performance of this Agreement in accordance with its terms.

M. Any failure to perform an act, event or omission that is specifically identified as an Event of Default elsewhere in this Agreement.

9.2 Remedies.

If an Event of Default occurs and is not cured by Tenant in the time allowed, in addition to any other remedies provided for in this Agreement, including the remedy of Self-help as provided in Section 9.3, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies:

A. Terminate this Agreement with respect to all or a portion of the Leased Space and exclude Tenant from that part of the Leased Space affected by the termination. If the Commissioner elects to terminate this Agreement, the Commissioner may, at the Commissioner's sole option, serve notice upon Tenant that this Agreement ceases and expires and becomes absolutely void with respect to the Leased Space or that part identified in the notice on the date specified in the notice, to be no less than five days after the date of the notice, without any right on the part of Tenant after that to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken. At the expiration of the time limit in the notice, this Agreement and the Term of this Agreement, as well as the right, title and interest of Tenant under this Agreement, wholly ceases and expires and becomes void with respect to the Leased Space identified in such notice in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in the notice were the date in this Agreement stated for expiration of the Term with respect to the Leased Space identified in such notice.

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B. Recover all Rent, including Additional Rent and any other amounts due that have accrued and are then due and payable and also all damages available at law or under this Agreement. If the Agreement is terminated, whether in its entirety or with respect to a part of the Leased Space, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Tenant would have been obligated to pay for the balance of the Term with respect to the Leased Space, or if this Agreement is terminated with respect to a portion of the Leased Space, that portion of the Leased Space affected by the termination, calculated as provided in this Agreement or, if not fixed, as reasonably estimated and prorated among the various portions of the Leased. Space. In determining the amount of damages for the period after termination, the Commissioner may make the determination based upon the sum of any future payments that would have been due to the City, for the full Lease Year immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term with respect to all or a portion of the Leased Space must be discounted to present value at the Default Rate existing as of the date of termination. The Commissioner may declare all amounts to be immediately due and payable.

C. At any time after the occurrence of any uncured Event of Default,- but only if the Lease under this Agreement has been terminated, reenter and repossess the Leased Space and/or any part of it with or without process of law, so long as no undue force is used, and the City has the option, but not the obligation, to re-lease all or any part of the Leased Space. The City, however, is not required to accept

any Tenant proposed by Tenant or to observe any instruction given the City about such a re-lease. The failure of the City to re-lease the Leased Space or any part or parts of it does not relieve or affect Tenant's liability under this Agreement nor is the City liable for failure to re-lease. Any sums collected by the City from any new Tenant obtained on account of Tenant will be credited against the balance of the Rent due under this Agreement. Tenant must pay the City monthly, on the days when payments of Rent would have been payable under this Agreement, the amount due under this Agreement less the amount obtained by the City from the new Tenant, if any.

- D. Enter upon the Leased Space, distrain upon and remove from it all inventory, equipment, machinery, trade fixtures and personal property of any kind or nature, whether owned by Tenant or by others, and to proceed without judicial decree, writ of execution or assistance or involvement of constables or the City's and Tenant's officers, to conduct a private sale, by auction or sealed bid without restriction. Tenant waives the benefit of all laws, whether now in force or later enacted, exempting any of Tenant's property on the Leased Space or elsewhere from distraint, levy or sale in any legal proceedings taken by the City to enforce any rights under this Agreement.
- E. Seek and obtain specific performance, a temporary restraining order or an injunction.

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or any other appropriate equitable remedy.

- F. Seek and obtain money damages; including special, exemplary, incidental and consequential damages.
- G. Deem Tenant and Affiliates non-responsible in future contracts or concessions to be awarded by the City.
- H. Declare Tenant and Affiliates in default under any other existing contracts or agreements they might have with the City and to exercise any remedies available under those other contracts or agreements.
- I. Accept the assignment of any and all Subcontracts between Tenant and the design and construction Subcontractors.
- J. Require Tenant to terminate a Subcontractor that is causing breaches of this Agreement.

9.3 Commissioner's Right to Perform Tenant's Obligations.

- A. Upon the occurrence of an Event of Default that Tenant has failed to cure in the time provided, the Commissioner may, but is not obligated to, make any payment or perform any act required to be performed by Tenant under this Agreement in any manner deemed expedient by the Commissioner for the purpose of correcting the condition that gave rise to the Event of Default ("Self-help"). The Commissioner's inaction never constitutes a waiver of any right accruing to the City under this Agreement nor do the provisions of this section or any exercise by the

Commissioner of Self-help under this Agreement cure any Event of Default. Any exercise of Self-help does not limit the right of any other City department or agency to enforce applicable City ordinances or regulations.

B. The Commissioner, in making any payment that Tenant has failed to pay:

i) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim;

ii) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien that may be asserted; and

iii) in connection with the completion of construction, furnishing or equipping of the Leased Space or the licensing, operation or management of the Leased Space or the payment of any of its operating costs, may do so in such amounts and to such persons as the Commissioner may deem appropriate in her reasonable discretion.

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Nothing contained in this Agreement requires the Commissioner to advance monies for any purpose.

C. If Tenant fails to perform its obligations under this Agreement to maintain and operate the Leased Space in accordance with specified standards within 3 days following written notice from the Commissioner, or in the event of a serious health or safety concern or in an emergency (in which case no notice is required) the Commissioner may, but is not obligated to, direct the Department to perform or cause the performance of any such obligation in any manner deemed expedient by the Commissioner for the purpose of correcting the condition in question.

D. All sums paid by the City under the provisions of this Section and all necessary and incidental costs, expenses and reasonable attorneys' fees in connection with the performance of any such act by the Commissioner, together with interest thereon at the Default Rate, from the date of the City's payment until the date paid by Tenant, are deemed Additional Rent under this Agreement and are payable to the City within 10 days after demand therefor, or at the option of the Commissioner, may be added to any Rent then due or later becoming due under this Agreement, and Tenant covenants to pay any such sum or sums with interest at the Default Rate. •

9.4 Effect of Default and Remedies

A. Tenant, for itself and on behalf of any and all persons claiming through or under it (including creditors of all kinds), waives and surrenders all right and privilege that they or any of them might have under or by reason of any present or future law, to redeem the Leased Space or to have a continuance of this Agreement for the Term, as it may have been extended, after having been dispossessed or ejected by process of law or under the terms of this Agreement or after the termination of this Agreement as provided in this Agreement.

B. The City's waiver of any one right or remedy provided in this Agreement does not constitute a waiver of any other right or remedy then or later available to the City under this Agreement or otherwise. A failure by the City or the Commissioner to take any action with respect to any Event of Default or violation of any of the terms, covenants or conditions of this Agreement by Tenant will not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the City to act with respect to any prior, contemporaneous or later violation or Event of Default or with respect to any continuation or repetition of the original violation or Event of Default. The acceptance by the City of payment for any period or periods after an Event of Default or violation of any of the terms, conditions and covenants of this Agreement does not constitute a waiver or diminution of, nor create any limitation upon any right of the City under this Agreement to terminate this Agreement for subsequent violation or Event of Default, or for continuation or repetition of the original violation or Event of

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Default. Tenant has no claim of any kind against the City by reason of the City's exercise of any of its rights as set forth in this Agreement or by reason of any act incidental or related to the exercise of rights.

C. All rights and remedies of the City under this Agreement are separate and cumulative and none excludes any other right or remedy of the City set forth in this Agreement or allowed by law or in equity. No termination of this Agreement or the taking or recovery of the Leased Space deprives the City of any of its remedies against Tenant for Rent, including Additional Rent or other amounts due or for damages for the Tenant's breach of this Agreement. Every right and remedy of the City under this Agreement survives the expiration of the Term or the termination of this Agreement.

ARTICLE 10 SPECIAL CONDITIONS

10.1 Warranties and Representations. In connection with the execution of this Agreement, Tenant warrants and represents statements (A) through (K) below are true as of the Effective Date. If during the Term there is any change in circumstances that would cause a statement to be untrue, Tenant must promptly notify the Commissioner in writing. Failure to do so will constitute an Event of Default. Tenant must incorporate all of the provisions set forth in this Section 10.1 in all Subcontracts entered into with any suppliers of materials, furnishers of services, Subcontractors, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any materials, labor or services in connection with this Agreement, such that the parties warrant, represent and covenant to Tenant as to the matters set forth in this Section. Tenant must cause its Subcontractors to execute those affidavits and certificates that may be necessary in furtherance of these provisions. The certifications must be attached and incorporated by reference in the applicable agreements. If any Subcontractor is a partnership or joint venture. Tenant must also include provisions in its Subcontract insuring that the entities comprising the partnership or joint venture are jointly and severally liable for its obligations under it.

A. Tenant is financially solvent; Tenant holds itself to very high standards of quality and

professionalism; Tenant and each of its employees and agents are competent to perform as required under this Agreement; this Agreement is feasible of performance by Tenant in accordance with all of its provisions and requirements; Tenant has the full power and is legally authorized to perform or cause to be performed its obligations under this Agreement under the terms and conditions stated in this Agreement; and Tenant can and will perform, or cause to be performed, all of its obligations under this Agreement in accordance with the provisions and requirements of this Agreement

- B. Tenant is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; Tenant is qualified to do business in the State of Illinois; and Tenant has a valid current business privilege license to do business in the

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State of Illinois and the City of Chicago, if required by applicable law.

- C. The person signing this Agreement on behalf of Tenant has been duly authorized to do so by Tenant; all approvals or consents necessary in order for Tenant to execute and deliver this Agreement have been obtained; and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated, nor the fulfillment of or compliance with the terms and conditions of this Agreement:

i) conflict with or result in a breach, default or violations of: Tenant's organizational documents; any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any lease or permit; or any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Tenant is now a party or by which it is bound; or

ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Tenant under the terms of any instrument or agreement.

- D. There is no litigation, claim, investigation, challenge or other proceeding now pending or, to Tenant's knowledge after due and complete investigation, threatened, challenging the existence or powers of Tenant, or in any way affecting its ability to execute or perform under this Agreement or in any way having a material adverse affect on the operations, properties, business or finances of Tenant.

- E. This Agreement constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and remedies generally and by the application of equitable principles.

- F. To the best of Tenant's knowledge, no officer, agent or employee of the City is employed by Tenant or has a financial interest directly or indirectly in this Agreement, a Subcontract under it, or the compensation to be paid under it except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code and as may otherwise be

permitted by law.

- G. Tenant has not and will not knowingly use the services of any person or entity for any purpose in its performance under this Agreement, when such person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation, or when such person or entity has an interest that would conflict the performance of services under this Agreement.
- H. There was no broker instrumental in consummating this Agreement and no conversations or prior negotiations were had with any broker concerning the rights

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granted in this Agreement with respect to the Leased Space. Tenant shall hold the City harmless against any claims for brokerage commission arising out of any conversations or negotiations had by Tenant with any broker.

- I. Neither Tenant nor any Affiliate of Tenant is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U. S. Department of Commerce or their successors, or on any other list of persons with which the City may not do business under applicable law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, and Entity List, and the Debarred List.
- J. Tenant, and to the best of Tenant's knowledge, its Affiliates, Subcontractors, any of their respective owners holding 7.5% or more beneficial ownership interest, and any of Tenant's directors, officers, members, or partners:
 - i) currently have no interest, directly or indirectly, that conflicts in any manner or degree with Tenant's performance under this Agreement and will not at any time during the Term have any interest nor acquire any interest, directly or indirectly, that conflicts or would or may conflict in any manner or degree with Tenant's performance under this Agreement;
 - ii) have no outstanding parking violation complaints or debts, as the terms are defined in Section 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;
 - iii) are not in default under any other City contract or agreement as of the Effective Date, nor have been deemed by the City to have been in default of any other City contract or agreement within five years immediately preceding the Effective Date;
 - iv) are not in violation of the provisions of §2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by

any Federal, State or local governmental agency;

v) are not delinquent in the payment of any taxes due to the City, unless Tenant is contesting the validity of any such taxes using the appropriate administrative and/or legal proceedings in such contest; and

vi) will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft at the Airport under current or future conditions or that might otherwise constitute a hazard to the operations of the Airport or to the public generally.

K. Except only for those representations, statements, or promises expressly contained in

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this Agreement, including any Exhibits attached to this Agreement and incorporated by reference in this Agreement, no representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Tenant to enter into this Agreement or has been relied upon by Tenant, including any with reference to:

i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

ii) the nature of the Concession license being granted;

iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement;

iv) the general conditions that may in any way affect this Agreement or its performance;

v) the compensation provisions of this Agreement; or

vi) any other matters, whether similar to or different from those referred to in clauses (i) through (v) immediately above, affecting or having any connection with this Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it.

10.2 Business Documents, Disclosure of Ownership Interests and Maintenance of Existence.

A. Tenant must provide evidence of its authority to do business in the State of Illinois including, if applicable, certifications of good standing from the Office of the Secretary of State of Illinois, and appropriate resolutions or other evidence of the authority of the persons executing this Agreement on behalf of Tenant.

B. Tenant has provided the Commissioner with an Economic Disclosure Statement and Affidavit ("EDS") for itself and EDSs for all entities with an ownership interest of 7.5 percent or more in Tenant, copies of which are attached to this Agreement as Exhibit 10. Upon request by the Commissioner, Tenant must further cause its Subcontractors, subtenants, sublicensees and proposed Transferees (and their respective 7.5 percent owners) to submit an EDS to the

Commissioner. Tenant must provide the Commissioner, upon request, a "no change" affidavit if the information in the EDS(s) attached as Exhibit 10 remains accurate, or revised and accurate EDS(s) if the information contained in the attached EDS(s) has changed. In addition, Tenant must provide the City revised and accurate EDS(s) within 30 days of any event or change in circumstance that renders the EDS(s) inaccurate. Failure to maintain accurate EDS(s) on file with the City is an Event of Default.

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3 Licenses and Permits. Tenant must in a timely manner consistent with its obligations under this Agreement, secure and maintain, or cause to be secured and maintained at its expense, the permits, licenses, authorizations and approvals as are necessary under federal, state or local law for Tenant, its subtenants (if any), and Subcontractors: to operate the Concession; to construct, operate, use and maintain the Leased Space; and otherwise to comply with the terms of this Agreement and the privileges granted under this Agreement. Tenant must promptly provide copies of any required licenses and permits to the Commissioner and to the Concession Management Representative.

4 Confidentiality. Except as may be required by law during or after the performance of this Agreement, Tenant will not disseminate any non-public information regarding this Agreement or the Concession operations without the prior written consent of the Commissioner, which consent will not be unreasonably withheld or delayed. If Tenant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any documents that may be in its possession by reason of this Agreement, Tenant must immediately give notice to the City's Corporation Counsel. The City may contest the process by any means available to it before the records or documents are submitted to a court or other third party. Tenant, however, is not obligated to withhold the delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. Tenant must require each prospective Subcontractor to abide by such restrictions in connection with their respective Subcontracts.

5 Subcontracts and Assignments.

A. The City expressly reserves the right to assign or otherwise transfer all or any part of its interest under this Agreement, at any time and to any third party. Upon assignment to any successor or assignee of the City's right, title and interest in and to the Airport, the City is forever relieved, from and after the date of the assignment, of any and all obligations arising under or out of this Agreement, to the extent the obligations are assumed by the successor or assignee.

B. Limits on Tenant's transfers and changes in ownership:

(i) Tenant may not sell, assign, sublease, sublicense, convey, pledge, encumber or otherwise transfer (individually and collectively, "Transfer") all or any part of its rights or interests in or to this Agreement, the License, the Leased Space, the Term, or otherwise permit any third party to use the Leased Space, without prior consent of the City, which consent may be given or denied in the City's sole and absolute discretion. Consent by the City does not relieve Tenant from obtaining further consent from the City for any subsequent Transfer. Transfers involving all of Tenant's interest in this Agreement require approval of the City Council. Transfers of

less than all of Tenant's interest in this Agreement require approval of the Commissioner. Consent by the City to any Transfer does not relieve Tenant (or if Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Transfer. Transfers that have the effect of granting a third party a direct security interest in this Agreement or

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the Leased Space as collateral for Tenant financing are strictly prohibited and, if entered into by Tenant, are an Event of Default.

ii) Except as otherwise provided below, any transaction involving a change of any ownership interest in Tenant whether to an Affiliate, subsidiary or otherwise, or the transfer of an interest in any holder of a direct or indirect ownership interest in Tenant, or any merger or consolidation of Tenant (individually and collectively, "Change in Ownership"), is subject to the consent of:

- a. City Council, in its sole discretion, if the Change in Ownership involves a 100% Change in Ownership of Tenant
- b. the Commissioner, in her reasonable discretion, if the Change in Ownership involves less than a 100% Change in Ownership of Tenant.

iii) If Tenant (or, if Tenant is a joint venture or other entity comprised of other entities, any of the entities comprising Tenant) is a corporation whose shares are traded at arms-length on a public exchange, any Change in Ownership involving 5% or more of the shares of Tenant's (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) stock is subject to the City's consent as set forth above. In that event, Tenant must provide the City with such prior notice of a Change in Ownership as is not prohibited by law or by a confidentiality agreement executed in connection with the proposed Change in Ownership. If such prior notice is not permitted, then Tenant must notify the City as soon as possible after the Change in Ownership to obtain the City's consent to the Change in Ownership, which consent the City may grant or deny in its sole discretion. If Tenant (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) is a publicly traded corporation, a Change in Ownership of less than 5% does not require consent as set forth in (ii) above unless a series of such transactions results in a cumulative Change in Ownership of 5% or more.

iv) Consent by the City to any Change in Ownership does not relieve Tenant (or if Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Change in Ownership.

v) Any Transfer or Change in Ownership made without the City's prior consent is an Event of Default subject to all remedies, including termination of this Agreement at the City's option, and does not relieve Tenant of any of its obligations under this Agreement for the balance of the Term. This section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Tenant or to take any other action as provided in this Agreement be deemed or construed to constitute consent to the Tenant's request by the Commissioner or by the

City Council. If the City is found to have breached its obligations under this Section, then Tenant's sole remedy is to terminate this Agreement without liability to either the City or Tenant.

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vi) Notwithstanding any permitted Transfer by Tenant of any rights under this Agreement, Tenant remains fully liable for all payments due to the City under this Agreement and for the performance of all other obligations under this Agreement. In the event of a permitted Transfer of the License or all or any portion of the Leased Space or Transfer of all or any portion of the Term, where the fees payable to Tenant exceed the Rent or pro rata portion of the Rent under this Agreement, as the case may be, for the License, Leased Space of Term, Tenant must pay the City monthly, as Additional Rent, at the same time as the monthly installments of other Rent under this Agreement that are payable in monthly installments, the excess of the fees payable to Tenant pursuant to the Transfer over the Rent payable to the City under this Agreement.

vii) Any or all of the requests by Tenant for consents under this Section must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer or Change in Ownership if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer or Change in Ownership if the City Council's consent is required, unless the City determines that more time is required. All requests for consent must include copies of the proposed documents of Transfer or Change in Ownership, evidence of the financial condition, reputation and business experience of the proposed transferee, completed Economic Disclosure Statements and Affidavits for all involved parties in the form then required by the City, and such other documents as the City may reasonably require to evaluate the proposed Transfer or Change in Ownership. All documents of Transfer or Change in Ownership must completely disclose any and all monetary considerations payable to Tenant in connection with the Transfer or Change in Ownership. Consent to a Transfer or Change in Ownership proposed under this Agreement is in the sole discretion of the City and, as a condition of the consent, the City may require a written acknowledgment from Tenant that, notwithstanding the proposed Transfer or Change in Ownership, Tenant remains fully and completely liable for all obligations of Tenant under this Agreement; however, Tenant shall remain liable regardless of whether or not the City requests a written acknowledgment.

viii) If any Transferor Change in Ownership under this Agreement occurs, whether or not prohibited by this section, the Commissioner may collect the Rent payable under this Agreement from any transferee of Tenant and in that event will apply the net amount collected to the amounts payable by Tenant under this Agreement without, by doing so, releasing Tenant from this Agreement or any of its obligations under this Agreement. If any Transfer or Change in Ownership occurs without the consent of the City and the City collects compensation from any transferee of Tenant and applies the net amount collected in the manner described in the preceding sentence, the actions by the City are not deemed to be waiver of the covenant contained in this section and do not constitute acceptance of the transferee by the City.

ix) All reasonable costs and expenses incurred by the City in connection with any prohibited or permitted Transfer or Change in Ownership must be borne by Tenant and are payable to the City as Additional Rent.

C. The provisions of this Agreement, to the extent applicable, are deemed a part of any sublease or contract between Tenant and a subtenant or Subcontractor.

Assignment of Subleases, Sublicenses and Subcontracts.

i) Tenant shall assign to the City all of Tenant's right, title and interest in and to each and every permitted sublease and sublicense and each and every Subcontract with a design and construction Subcontractor, now or later executed by Tenant in connection with the License or the Leased Space or any part of it. In connection with the assignment, Tenant must deliver all originally executed subleases, sublicenses and Subcontracts to the Commissioner. Any such assignment will become operative and effective only when and if the City accepts the assignment by giving written notice to Tenant and:

- a. either this Agreement and the Term of this Agreement or Tenant's right to possession under this Agreement are terminated pursuant to Article 9; or
- b. in the event of the issuance and execution of a dispossession warrant or of any other re-entry or repossession by the City under the provisions of this Agreement; or
- c. ^ if an Event of Default exists.

ii) At the time, if any, that the assignment becomes effective as provided above, the subtenants or Subcontractors will be deemed to have waived all claims, suits, and causes of action against the City arising out of or relating to the period before the effective date of the assignment. Further, in no instance will the City be responsible for any claims by a subtenant or Subcontractor arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Tenant, its officials, employees, or agents.

10.6 Compliance with Laws. Tenant must at all times observe and comply with all applicable laws, statutes, ordinances, rules, regulations, court orders and executive or administrative orders and directives of the federal, state and local government, now existing or later in effect (whether or not the law also requires compliance by other parties), including the Americans with Disabilities Act and Environmental Laws, that may in any manner affect the performance of this Agreement (collectively, "Laws"), and must not use the Leased Space, or allow the Leased Space to be used, in violation of any Laws or in any manner that would impose liability on the City or Tenant under any Laws. Tenant must notify the City within seven days of receiving notice from a competent governmental authority that Tenant or any of its Subcontractors may have violated any Laws. Provisions required by any Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement. Without limiting the foregoing, Tenant covenants that it will comply with all Laws, including but not limited to the following:

- A. In connection with Section 2-92-320 of the Municipal Code, Tenant has executed an Economic Disclosure Statement and Affidavit which is attached to this Agreement as

Exhibit 10 and which contains a certification as required under the Illinois Criminal Code, 720 ILCS 5/33E, and under the Illinois Municipal Code, 65 ILCS 5/8-10-1 et seq. Ineligibility under Section 2-92-320 of the Municipal Code continues for 3 years following any conviction or admission of a violation of Section 2-92-320. For purposes of Section 2-92-320, when an official, agent or employee of a business entity has committed any offense under the section on behalf of such an entity and under the direction or authorization of a responsible official of the entity, the business entity is chargeable with the conduct. If, after Tenant enters into a contractual relationship with a Subcontractor, it is determined that the contractual relationship is in violation of this subsection, Tenant must immediately cease to use the Subcontractor. All Subcontracts must provide that Tenant is entitled to recover all payments made by it to the Subcontractor if, before or subsequent to the beginning of the contractual relationship, the use of the Subcontractor would be violative of this subsection.

- B. It is the duty of Tenant and all officers, directors, agents, partners, and employees of Tenant to cooperate with the Inspector General and the Legislative Inspector General of the City in any investigation or hearing undertaken under Chapter 2-56 or Chapter 2-55 of the Municipal Code, respectively. Tenant understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. Tenant must inform all Subcontractors of this provision and require under each Subcontract compliance herewith by each Subcontractor as to each such Subcontractor and all of its officers, directors, agents, partners and employees.
- C. Tenant must not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental Laws, except in full compliance with all Environmental Laws. Tenant must not use or allow the Leased Space to be used for the storage of any such hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the Concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Agreement, Tenant must surrender the Leased Space to the City free from the presence and contamination of any hazardous substances.
- D. In accordance with Section 11 -4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Municipal Code (collectively, the "Waste Sections"):

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

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

11-4-1550 Operational requirements;
11-4-1560 Screening requirements; and
any other sections listed in Section 11-4-1600(e), as it may be amended from time to time.

During the period while this Agreement is executory, Tenant's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an Event of Default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and Event of Default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Tenant's and its Subcontractors' duty to comply with all Environmental Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Tenant's eligibility for future City agreements.

E. Section 2-92-586 of the Municipal Code: The City encourages Tenant to use contractors and subcontractors that are firms owned or operated by individuals with disabilities, as defined by section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

F. Prohibition on Certain Contributions (Mayoral Executive Order No. 2011-4):

1. Licensee agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this bid, proposal or Agreement by Tenant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

2. Tenant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Tenant or the date the Tenant approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his

political fund-raising committee.

3. Tenant agrees that it 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 fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

4. Tenant agrees that 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.

5. Tenant agrees that a 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. 05-1 constitutes a breach and default under this Agreement, 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 Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

6. If Tenant violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Tenant's bid.

7. For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Tenant is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

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

Individuals are "Domestic Partners" if they satisfy the following criteria:

- a) they are each other's sole domestic partner, responsible for each other's common welfare; and
- b) neither party is married; and
- c) the partners are not related by blood closer than would bar marriage in the State of

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Illinois; and

d) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

e) two of the following four conditions exist for the partners:

- i) The partners have been residing together for at least 12 months.

- ii) The partners have common or joint ownership of a residence.
- iii) The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
- iv) Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

G. Tenant covenants that no payment, gratuity or offer of employment must be made in connection with this Agreement by or on behalf of any Subcontractors or higher tier Subcontractors or anyone associated with them as an inducement for the award of a Subcontract or order; and Tenant further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Municipal Code is voidable as to the City.

H . Pursuant to Section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of §2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement. Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (1) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange

Act of 1934, as amended; (2) the authorized compensation paid to an official or employee for his office or employment; (3) any economic benefit provided equally to all residents of the city; (4) a time or demand deposit in a financial institution; or (5) an endowment or insurance policy or annuity contract purchased, from an insurance company. A "contractual or other private business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

I. Visual Rights Act.

i) The Tenant will cause any artist who creates artwork for the Leased Space to waive any and all rights in the artwork that may be granted or conferred on any work of visual art (the "Artwork") under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. §101 et seq.) (the "Copyright Act"). The waiver must include, but is not limited to, the right to prevent the removal, storage, relocation, reinstallation, or transfer of the Artwork. The Tenant acknowledges and will cause the artist to acknowledge that such removal, storage, relocation, reinstallation or transfer of the Artwork may result in the destruction, distortion, mutilation or other modification of the Artwork. Further, the Tenant acknowledges and consents and will cause the artist to acknowledge and consent that the Artwork may be incorporated or made part of a building or other structure in such a way that removing, storing, relocating, reinstalling or transferring the Artwork will cause the destruction, distortion, mutilation or other modification of the Artwork.

ii) The Tenant represents and warrants that it will obtain a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, or any other artists. Tenant must provide City with copies of any such waivers required by Section 106A and Section 113 of the Copyright Act prior to installation of any Artwork in the Leased Space.

10.7 Airport Security.

A. This Agreement is expressly subject to the airport security requirements of Title 49 of the United States Code, Chapter 449, as amended ("Airport Security Laws"), the provisions of which govern airport security and are incorporated by reference, including the rules and regulations promulgated under it. Tenant is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Commissioner, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Laws, Tenant must promptly report any information in accordance with those regulations promulgated by the United States Department of Transportation, the TSA and by the City. Tenant must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of

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maximum security enhancement. The drawings, plans, and specifications provided by Tenant under this Agreement must comply with those guidelines for airport security developed by the City, the TSA and the FAA and in effect at the time of their submission.

B. Further, Tenant must comply with, and require compliance by its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval of the TSA, the FAA and the Commissioner, Tenant must adopt procedures to control and limit access to the Airport and the Leased Space by Tenant and its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees in

accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Tenant must have in place and in operation a security program for the Leased Space that complies with all applicable laws and regulations.

- C. Gates and doors located on the Leased Space, if any, that permit entry into restricted areas at the Airport must be kept locked by Tenant at all times when not in use or under Tenant's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner or the Commissioner's designee without delay and must be kept under constant surveillance by Tenant until the malfunction is remedied.
- D. In connection with the implementation of its security program, Tenant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Tenant acknowledges that all such knowledge and information is of a highly confidential nature. Tenant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the Commissioner in advance in writing.. Tenant further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Tenant's covenants and agreements as set forth in this section.
- E. Tenant understands that fines and/or penalties may be assessed by the TSA or FAA for Tenant's noncompliance with the provisions of 49 CFR Parts 1540 and 1542 entitled "Airport Security" or by other agencies for noncompliance with regulations applicable to Tenant's operations. In the event the City shall be subject to any fine or penalty by reason of any violation at the Airport of any such rule, regulation or standard, the Commissioner may conduct an investigation and make a determination as to the identity of the party responsible for the violation. If it is determined by the

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Commissioner that Tenant, or any party for which Tenant is liable under this Agreement, is responsible for all or part of the fine or penalty, the Tenant shall pay said amount of the fine or penalty as Additional Rent.

10.8 Non-Discrimination.

- A. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that:(i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Space; (ii) in the construction of any Improvements on, over, or under the Leased Space and the furnishing of services in them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (iii) Tenant will use the Leased Space in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as those regulations may be amended; and (iv) Tenant shall operate the Concession on a fair, equal, and not illegally discriminatory basis to all users of it, and shall

charge fair, reasonable, and nondiscriminatory prices for Merchandise (but Tenant is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.) In addition, Tenant assures that it will comply with all other pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance.

- B. It is an unlawful practice for Tenant to, and Tenant must at no time: (i) fail or refuse to hire, or discharge, any individual or discriminate against the individual with respect to his or her compensation, or the terms, conditions, or privileges of his or her employment, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (ii) limit, segregate, or classify its employees or applicants for employment in any way that would deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (iii) in the exercise of the privileges granted in this Agreement, discriminate or permit discrimination in any manner, including the use of the Leased Space, against any person or group of persons because of race, creed, color, religion, national origin, age, handicap, sex or ancestry. Tenant must post in conspicuous places to which its employees or applicants for employment have access, notices setting forth the provisions of this non-discrimination clause.
- C. Tenant must comply with the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq.

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(1981), as amended, and to the extent required by the law, must undertake, implement and operate an affirmative action program in compliance with the rules and regulations of the Federal Equal Employment Opportunity Commission and the Office of Federal Contract Compliance, including 14CFR Part 152, Subpart E. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. §2000e note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§6101-06 (1981); Rehabilitation Act of 1973, 29 U.S.C. §§793-94(1981); Americans with Disabilities Act, 42 U.S.C. §12101 and 41 CFR Part 60 et seq., (1990) and 49 CFR Part 21, as amended (the "ADA"); and all other applicable federal statutes, regulations and other laws.

- D. Tenant must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 5 111. Admin. Code §750 Appendix A. Furthermore, Tenant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all other applicable state statutes, regulations and other laws.
- E. Tenant must comply with the Chicago Human Rights Ordinance, Sec. 2-160-010 et seq. of the Municipal Code, as amended, and all other applicable City ordinances and rules. Further, Tenant must furnish or must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

- F. Tenant must insert these non-discrimination provisions in any agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Space. Tenant must incorporate all of the above provisions in all agreements entered into with any subtenants, suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement, and Tenant must require them to comply with the law and enforce, the requirements. In all solicitations either by competitive bidding or negotiations by Tenant for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier must be notified by Tenant of the Tenant's obligations under this Agreement relative to nondiscrimination.
- G. Noncompliance with this Section will constitute a material breach of this Agreement; therefore, in the event of such breach, Tenant authorizes the City to take such action as federal, state or local laws permit to enforce compliance, including judicial enforcement. In the event of Tenant's noncompliance with the nondiscrimination

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provisions of this Agreement, the City may impose such sanctions as it or the Federal -or state government may determine to be reasonably appropriate, including cancellation, termination or suspension of the Agreement, in whole or in part.

- H. Tenant must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, the Commissioner or the Federal government to be pertinent to ascertain compliance with the terms of this Section. Tenant must furnish to any agency of the Federal or state government or the City, as required, any and all documents, reports and records required by Title 14, Code of Federal Regulations Part 152, Subpart E, including an affirmative action plan and Form EEO-1.

9 Airport Concession Disadvantaged Business Enterprises (ACDBEs). This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 C.F.R. Parts 26 and 23, as amended from time to time. Tenant must comply with the Special Conditions Regarding ACDBE participation attached hereto as Exhibit 9 and incorporated here by reference. Failure to comply with such Special Conditions shall be an Event of Default

10 No Exclusive Rights. Nothing contained in this Agreement must be construed to grant or authorize the granting of an exclusive right, including an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. It is clearly understood by Tenant that no right or privilege has been granted that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including maintenance and repair) that it may choose to perform.

11 Airport Landing Area. The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or

hindrance. The City reserves the right, but is not obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

12 No Obstructions. Tenant must comply with applicable notification and review requirements covered in Part 77 of the Federal Aviation Regulations if any future structure or building is planned for the Leased Space, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Space. Tenant, by accepting the Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Space above the applicable mean sea level elevation set forth in Part 77 of the Federal Aviation Regulations. If these covenants are breached, the City serves the right to enter upon the Leased Space and to remove the offending structure or object and/or cut down the offending tree, all of which will be at the expense of Tenant.

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13 Avigation Easement. There is reserved to the City, its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Leased Space. This public right of flight includes the right to cause in the 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. Tenant by accepting this Lease agrees for itself, its successors, and assigns that it will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Leased Space and cause the abatement of the interference at the expense of Tenant.

14 National Emergency. This Agreement and all the provisions of this Agreement are subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport, or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

ARTICLE 11 GENERAL CONDITIONS

1 Entire Agreement. This Agreement contains all the terms, covenants, conditions and agreements between the City and Tenant relating in any manner to the use and occupancy of the Leased Space and otherwise to the subject matter of this Agreement. No prior or other agreement or understandings pertaining to these matters are valid or of any force and effect. This Agreement supersedes all prior or contemporaneous negotiations,, undertakings, and agreements between the parties. No representations, inducements, understandings or anything of any nature whatsoever made, stated or represented by the City or anyone acting for or on the City's behalf, either orally or in writing, have induced Tenant to enter into this Agreement, and Tenant acknowledges, represents and warrants that Tenant has entered into this Agreement under and by virtue of Tenant's own independent investigation.

2 Counterparts. This Agreement may be comprised of several identical counterparts and may be fully executed by the parties in separate counterparts. Each such counterpart is deemed to be an original, but all

such counterparts together must constitute but one and the same Agreement.

3 Amendments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement may be amended only by a written agreement signed by the City and Tenant. No review or approval by the Commissioner, including approval of Construction Documents, constitutes a modification of this Agreement (except to the extent that the review or approval expressly provides that it constitutes such a modification or it is apparent on its face that the review or approval, if made in writing, modifies terms or provisions of this Agreement that are within the express powers of the Commissioner under this Agreement to modify), nor excuse Tenant from compliance with the requirements of this Agreement or of any applicable laws, ordinances or regulations. Amendments must be signed by the Mayor, provided that the Commissioner alone may sign amendments to the Exhibits. Notwithstanding the foregoing, any amendment that would modify

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the Agreement such that the Agreement would no longer substantially conform with the form of Agreement that was approved by City Council requires approval by the City Council.

4 Severability. Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. However, notwithstanding anything contained in this Agreement to the contrary, if any provision of this Agreement is under any circumstance prohibited by or invalid under applicable law, the provision is severable and deemed to be ineffective, only to the extent of the prohibition or invalidity, without invalidating the remaining provisions of this Agreement or the validity of the provision in other circumstances.

5 Covenants in Subcontracts. All obligations imposed on Tenant under this Agreement pertaining to the maintenance and operation of the Leased Space and compliance with the ACDBE requirements in this Agreement are deemed to include a covenant by Tenant to insert appropriate provisions in all Subcontracts covering work under this Agreement and to enforce compliance of all Subcontractors with the requirements of those provisions.

6 Governing Law. This agreement is deemed made in the State of Illinois and governed as to performance and interpretation in accordance with the laws of Illinois. Tenant irrevocably submits itself to the original jurisdiction of those courts located within Cook County, Illinois, with regard to any controversy arising out of, relating to, or in anyway concerning the execution or performance of this Agreement. Tenant consents to service of process on Tenant, at the option of the City, by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Tenant, or by personal delivery on any officer, director, or managing or general agent of Tenant. If any action is brought by Tenant against the City concerning this Agreement, the action can only be brought in those courts located within Cook County, Illinois.

7 Notices. Any notices or other communications pertaining to this Agreement must be in writing and are deemed to have been given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices are deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, 3 days after deposit in the U.S. mails, or otherwise upon refusal of

receipt. Unless otherwise directed by Tenant in writing, all notices or communications from City to Tenant will be addressed to the person identified as the Tenant's contact person in the Tenant's Economic Disclosure Statement and Affidavit, as attached as Exhibit 10. All notices or communications from Tenant to the City must be addressed to:

Commissioner, Chicago Department of Aviation
City of Chicago
O'Hare International Airport
10510 W. ZemkeRd

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Chicago, Illinois 60666

and with a copy to: Deputy Commissioner of Concessions at the same address.

If the notice or communication relates to payment of Rent or other payments to the City or relates to the security deposit or insurance requirements, a copy must be sent to:

City of Chicago City Comptroller City Hall-Room
501 133 N. LaSalle Street, Suite 700 Chicago,
Illinois 60602

If the notice or communication relates to a legal matter or the indemnification requirements, a copy must be sent to:

City of Chicago, Department of Law
Aviation, Environmental, Regulatory and Contracts Section
30 North LaSalle Street, Suite 1400
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel

Either party may change its address or the individual to whom the notices are to be given by a notice given to the other party in the manner set forth above.

8 Successors and Assigns; No Third Party Beneficiaries. This Agreement inures to the exclusive benefit of, and is binding upon, the parties and their permitted successors and assigns; nothing contained in this Section, however, constitutes approval of an assignment or other transfer by Tenant not otherwise permitted in this Agreement. Nothing in this Agreement, express or implied, is intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the parties and their successors and assigns, any right, remedy, obligation, or liability under, or by reason of, this Agreement unless otherwise expressly agreed to by the parties in writing. No benefits, payments or considerations received by Tenant for the performance of services associated and pertinent to this Agreement must accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or to any other person or persons identified as agents of, or who are by definition an employee of, the City. Neither this Agreement nor any rights or privileges

under this Agreement are an asset of Tenant or any third party claiming by or through Tenant or otherwise, in any bankruptcy, insolvency or reorganization proceeding.

9 Subordination.

- A. This Agreement is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of

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the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Agreement, then Tenant consents to the changes to this Agreement.

- B. This Agreement and all rights granted to Tenant under this Agreement are expressly subordinated and subject to any existing agreement or any Use Agreement with any airline utilizing the Airport, including the Terminals, and any existing agreement with any airline consortium pertaining to the operation of the Airport, including the Terminals.
- C. To the extent of a conflict or inconsistency between this Agreement and any agreement described in paragraphs A. and B. above, those provisions in this Agreement so conflicting must be performed as required by those agreements referred to in paragraphs A. and B.

10 Conflict. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any sublease or Subcontract between Tenant and third parties, the terms and provisions of this Agreement govern and control.

11 Offset by Tenant. Whenever in this Agreement the City is obligated to pay Tenant an amount, then the City Comptroller may elect to require Tenant to offset the amount due against Rent or other payments owed by Tenant to the City, in lieu of requiring the City to pay such amount. Tenant shall have no right to offset any amount due to City under this Agreement against amounts due to Tenant by City unless so directed in writing by the City Comptroller.

12 Waiver; Remedies. No delay or forbearance on the part of any party in exercising any right, power or privilege must operate as a waiver of it, nor does any waiver of any right, power or privilege operate as a waiver of any other right, power or privilege, nor does any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or of any other right, power or privilege. No waiver is effective unless made in writing and executed by the party to be bound by it. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies that the parties otherwise may have at law, in equity or both, except that the City will not be liable to Tenant for any consequential damages whatsoever related to this Agreement.

13 Authority of Commissioner. Unless otherwise expressly stated in this Agreement, any consents

and approvals to be given by the City under this Agreement may be made and given by the Commissioner or by such other person as may be duly authorized by the City Council, unless the context clearly indicates otherwise.

11.14 Estoppel Certificate. From time to time upon not less than 15 days prior request by

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the other party, a party or its duly authorized representative having knowledge of the following facts, will execute and deliver to the requesting party a statement in writing certifying as to matters concerning the status of this Agreement and the parties' performance under this Agreement, including the following:

- A. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of the modifications and that the Agreement as modified is in full force and effect);
- B. the dates to which Rent, including Additional Rent, have been paid and the amounts of the Rent most recently paid;
- C. that the requesting party is not in default under any provision of this Agreement, or, if in default, the nature of it in detail;
- D. that, to its knowledge, the requesting party has completed all required improvements in accordance with the terms of this Agreement, and Tenant is in occupancy and paying Rental on a current basis with no offsets or claims; and
- E. in the case of the City's request under this Agreement, such further matters as may be requested by the City, it being intended that any such statement may be relied upon by third parties.

15 No Personal Liability. Tenant, or any subtenant, sublicensee, assignee or Subcontractor, must not charge any elected or appointed official, agent, or employee of the City personally or seek to hold him or her personally or contractually liable to Tenant, subtenant, sublicensee, assignee, or Subcontractor for any liability or expenses of defense under any provision of this Agreement or because of any breach of its provisions or because of his or her execution, approval, or attempted execution of this Agreement.

16 Limitation of City's Liability. Tenant, its subtenants and Subcontractors must make no claims against the City for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement except as expressly provided otherwise under this Agreement. All Tenant, subtenant, and Subcontractor personal property upon the Leased Space or upon any other part of the Airport, is at the risk of Tenant, subtenant, or Subcontractor respectively only, and the City is not liable for any loss or damage to it or theft of it or from it. The City is not liable or responsible to Tenant, its subtenants or Subcontractors, and Tenant waives, and will cause its subtenants and Subcontractors likewise to waive, to the fullest extent permitted by law, all claims against the City for any loss or damage or inconvenience to any property or person or any lost profits any or all of which may have been occasioned by or arisen out of any event or circumstance, including theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body

or authority, or water leakage, steam, excessive heat or cold, falling plaster, or

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broken glass; or any act or neglect of the City or any occupants of the Airport, including the Terminals or the Leased Space, or repair or alteration of any part of the Airport, or failure to make any such repairs or any other thing or circumstance, whether of a like nature or a wholly different nature. If the City fails to perform any covenant or condition of this Agreement that the City is required to perform and, notwithstanding the foregoing, Tenant recovers a money judgment against the City, the judgment must be satisfied only out of credit against the Rent and other monies payable by Tenant to the City under this Agreement, and the City is not liable for any deficiency except to the extent provided in this Agreement and to the extent that there are legally available Airport funds.

17 Joint and Several Liability. If Tenant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then in that event, each and every obligation or undertaking stated in this Agreement to be fulfilled or performed by Tenant is the joint and several obligation or undertaking of each such individual or other legal entity.

18 Non-Recordation. Tenant must not record or permit to be recorded on its behalf this Agreement or a memorandum of this Agreement, in any public office.

19 Survival. Any and all provisions set forth in this Agreement that, by its or their nature, would reasonably be expected to be performed after the expiration or termination of this Agreement survive and are enforceable after the expiration or termination. Any and all liabilities, actual or contingent, that have arisen in connection with this Agreement, survive any expiration or termination of this Agreement. Any express statement of survival contained in any section must not be construed to affect the survival of any other section, which must be determined under this section.

20 Force Majeure. Neither party is liable for non-performance of obligations under this Agreement due to delays or interruptions beyond their reasonable control, including delays or interruptions caused by strikes, lockouts, labor troubles, war, fire or other casualty, acts of God ("force majeure event"). As a condition to obtaining an extension of the period to perform its obligations under this Agreement, the party seeking such extension due to a force majeure event must notify the other party within 20 days after the occurrence of the force majeure event. The notice must specify the nature of the delay or interruption and the period of time contemplated or necessary for performance. The foregoing notwithstanding, however, in no event will Tenant be entitled to an extension of more than 60 days due to a force majeure event, without the express written consent of the Commissioner.

[Exhibits follow this page; signature page immediately follows the Table of Contents.]

EXHIBIT 1 LEASED SPACE

EXHIBIT 2 RENT

1. Percentage Fee:

2. MAG:

71%

\$7,897,000

EXHIBIT 3 DEVELOPMENT PLAN (INCLUDING BUDGET IMPROVEMENT COSTS AND SCHEDULED DBO DATES)

Development^ (Phasing)

„ . H

Implementation Date of Beneficial Occupancy (DBO) Effective Date (+) Months

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T1-001 T1-002 T1-003 T1-004 T1-005 T1-006 T1-007 T1-008 T1-009 T1-010 T1-011 T1-012 T1-013 T1-014 T1-021 T1-022 T1-023 T1-024 T1-025 T1-026

T1-027

PI

NA NA NA NA Diorama Diorama TFD Window Cling 70" LCD 70" LCD 70" LCD 70" LCD Digital Virtual Concierge

Digital Virtual Concierge Digital Virtual Concierge

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P9 P9 P9 P2 P2 P3 P1 P1 P1 P1 P1 P1 P1 P6 P6 P6 P6 P6 P6

Effective Date Effective Date

Date Effective Date

8 Months 8 Months 8 Months 8 Months 1 Months

1 Months

2 Months 0 Months 5 Months

T1-028 T1-029 T1-030 T1-031 T1-032 T1-033 T1-034 T1-035 T1-036 T1-037 T1-038 T1-039 T1-040 T1-041

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Improvement Cost (Phasing)

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1 Months

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Date of Beneficial Occupancy (DBO)

Effective Date (h

Effective Date
Effective Date Effective Date Effective Date Effective Date Effective Date

T2-001 T2-002 T2-003 T2-004 T2-005 T2-006 T2-007 T2-008 T2-009 T2-010 T2-011 T2-012 T2-013 T2-014 T2-015 T2-016 T2-017 T2-018 T2-019 T2-020

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P9 P2 P2 P3 P1 P1 P1 P1 P1

Effective Date
Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date

8 Months 1 Months

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2 Months 0 Months 0 Months 0 Months 0 Months 0 Months 0 Months

Loc#

T2-023 T2-024 T2-025 T2-026 T2-027

Display Description

70" LCD

70" LCD

70" LCD Digital Virtual Concierge Digital Virtual Concierge

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T2-028 T2-029 T2-030 T2-033 T2-032 T2-037 T2-031 T2-034 T2-035 T2-036 T2-038 T2-039 T2-040 T2-041 T2-045 T2-051 T2-052 T2-060 T2-062

O'Hares Terminal 2 Upper Level Ticketing & Rbst Security Lobby

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Digital

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NA NA

T2-063 T2-064 T2-065 T2-066 T2-067 T2-068 T2-069 T2-070 T2-071 T2-072 T2-073 T2-074 T2-082

Implementation Date of Beneficial Occupancy (DBO)
Effective Date (+) Months Improvement Cost

Effective Date Effective Date Effective Date Effective Date Effective Date

Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date
Date Effective Date Effective Date Effective Date Effective Date Effective Date

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8 Months 1 Months

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(Phasing)

\$38,000 P6

\$38,000 P6

\$38,000 P6

\$80,000 P6

\$80,000 P6

\$4,000 P9

\$4,000 P9

\$4,000 P9

\$4,000 P9

\$4,000 P9

\$4,000	P9
\$5,000	P2
\$8,000	P2
\$15,000	P2
\$8,000	P2
\$70,000	P3
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\$0	P1
\$41,000	P5

P9 P9

Effective Date Effective Date

\$313,000 P5

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Loc#

T2-075 T2-076 T2-078 T2-079 T2-081 T2-092 T2-093 T2-094 T2-129 T2-084 T2-085 T2-086 T2-087 T2-088 T2-089 T2-090 T2-091 T2-080 T2-083 T2-098

T2-099 T2-100 T2-101 T2-102 T2-103 T2-104 T2-105 T2-106 T2-107 T2-108 T2-119 T2-117 T2-109 T2-110 T2-111 T2-112 T2-113 T2-114

Remove [R] No New Fixture

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[RI] [R] [R] [R] [R] [R] [R]

Display Description

Diorama

Diorama

Diorama

Diorama

Diorama

Diorama

Diorama

Diorama

Diorama Spectacular Spectacular Spectacular Spectacular Spectacular Spectacular Spectacular Power Station

70" LCD

70" LCD Digital Recycle Station

NA

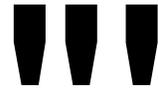
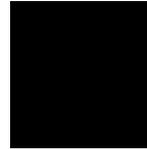
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P2 P5 P5 P5

P9 P2 P2 P2 P2 P2

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Date of Beneficial Occupancy (DBO)

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Effective Date Effective Date Effective Date Effective Date Effective Date

Page 6 of 14

Loc#

T2-115 T2-130 T2-116 T2-120 T2-097 T2-123

Remove [R] No New Fixture

[R] [R] [R] [R] [R] [R]

BUB

T3-001 T3-002 T3-003 T3-004 T3-005 T3-006 T3-007 T3-008 T3-010 T3-011 T3-012 T3-013 T3-014 T3-015 T3-016
T3-017 T3-021 T3-022 T3-023 T3-024 T3-025 T3-026 T3-027 ' '

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T3-028 T3-029 T3-030 T3-032 T3-037 T3-039 T3-031 T3-033

Display Description

Diorama

Diorama

70" LCD

70" LCD Digital Recycle Station Digital Recycle Station

NA NA NA NA NA NA Diorama Diorama Window Cling 70" LCD 70" LCD 70" LCD 70" LCD Digital
Virtual Concierge Digital Virtual Concierge Digital Virtual Concierge

NA NA NA NA NA NA Diorama Diorama

Improvement Cost

\$5,000

\$5,000 \$21,000 \$21,000 \$29,000 \$29,000

\$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$5,000 \$5,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$38,000 \$38,000 \$38,000 \$38,000 \$80,000
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Implementation (Phasing)

P2 P2 P5 P5 P5 P5

P9 P9 P9 P9 P9 P9 P2 P2 P1 P1 P1 P1 P1 P1 P1 P1 P1 P6 P6 P6 P6 P6 P6 P6

P9 P9 P9 P9 P9 P2 P2

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Date of Beneficial Occupancy (DBO) Effective Date (+) Months

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T3-138 T3-139 T3-140 T3-141 T3-147 T3-144 T3-145 T3-143 T3-146 T3-150 T3-148 T3-142 T3-151

Remove [R] No New Fixture

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Display Description

NA NA . NA NA NA Diorama Diorama Diorama Diorama Spectacular Column Wrap Floor
Exhibit Digital Recycle Station Digital Recycle Station 70" LCD 70" LCD

NA
NA
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NA
NA
NA

NA Diorama Diorama Diorama Power Station 70" LCD Digital Recycle Station

Improvement Cost

\$9,000
\$9,000
\$9,000
\$4,000
\$4,000
\$5,000
\$5,000
\$5,000
\$5,000 \$14,000 \$14,000 \$14,000 \$14,000 \$14,000 \$14,000 \$14,000 \$14,000 \$14,000 \$14,000 \$14,000 \$0 \$0 \$41,000 \$41,000 \$43,000 \$43,000

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Implementation (Phasing)

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Date of Beneficial Occupancy (DBO)

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Implementation ^{Date of Beneficial Occupancy (DBO)}
Effective Date (+) Months

O'Hare Terminal;3;upper Level Concourse K

T3-152 T3-153 T3-154 T3-155 T3-160 T3-163 T3-164 T3-165 T3-166 T3-167 T3-156 T3-157 T3-158 T3-161 T3-162 T3-168 T3-169 T3-170 T3-171 T3-159 T3-173 T3-174

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O'Hare Terminal 3;upper Level Concourse;*

T3-177 T3-178 T3-179 T3-180 T3-181 T3-182 T3-184 T3-185 T3-188 T3-190 T3-191 T3-183 T3-186 T3-187 T3-189

\$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$5,000 \$5,000 \$5,000 \$5,000 \$5,000 \$14,000 \$5,000
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-V.-... ,

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P9 P2 P2 P2 P5

Effective Date
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Date Effective Date

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Loc# T3-193

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T5-001 T5-002 T5-009 T5-010 T5-003 T5-004 T5-030 T5-005 T5-006 T5-007 T5-008 T5-011 T5-012 T5-013 T5-014 T5-015 T5-016 T5-066

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T5-033 T5-034 T5-035 T5-036

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[R] [R] [R] [R] [R] [R] [R]

O'HareTefminal'Upper.Level Departures^ ■

T5-037 T5-038 T5-039 T5-040 T5-041 T5-042 T5-043 T5-044 T5-047 T5-048 T5-049 T5-045

Display Description

Digital Recycle Station

NA NA NA NA NA NA NA

Large Backlit Large Backlit Large Backlit Large Backlit Large Backlit ' Large Backlit Knuckle Backlits Knuckle Backlits TFD TFD

Digital Virtual Concierge

mm

NA NA NA NA

NA NA NA NA NA NA NA NA NA NA NA Diorama

Improvement Cost

\$29,000

\$9,000 \$9,000 \$9,000 \$9,000 \$4,000 \$4,000 \$18,000 \$27,000 \$27,000 \$27,000 \$27,000 \$8,000 \$8,000 \$0 \$0 \$8,000 \$8,000 \$28,000

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(Phasing)

Months 4 Months

Implementation Date of Beneficial Occupancy (DBO)

P5

P9 P9 P9 P9 P9 P9 P9 P2 P2 P2 P2 P2 P2 P1 P1 P2 P2 P6

8 Months 1 Months 1 Months 1 Months 1 Months 1 Months 1 Months 0 Months

0 Months

1 Months 1 Months 5 Months

Effective Date (+); Effective Date (+)

8 Months 8 Months 8 Months 8 Months

P9 P9 P9 P9

P9 P9 P9 P9 P9 P9 P9 P9 P9 P9 P9 P2

Effective Date Effective Date

Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date

8 Months 1 Months

Effective Date Effective Date Effective Date Effective Date

Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date

Loc#

T5-046 T5-050 T5-055 T5-056 T5-062 T5-063 T5-064

Display Description

Diorama Spectacular TFD TFD

Digital Recycle Station Digital Recycle Station Digital Recycle Station

[R] [R] [R]

GT-001 GT-002 GT-003 GT-004 GT-005 GT-006

0'HareJGround Tra^pbr1atJoriL CehteV LpwerTg^^g^ :

NA

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NA Diorama Diorama Digital Virtual Concierge

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PT-001 PT-002 PT-003 PT-004 PT-005 PT-006 PT-007 PT-008 PT-009 PT-010

PT-011 PT-012 PT-015 PT-016 PT-017 PT-020 PT-021 PT-013 PT-014 PT-018 PT-019

0'Hare;Grouid P^estrianjTunnelfrermihal 1' L'ower Leveli

NA NA

NA

NA

NA

NA

NA

NA

NA Diorama Diorama Diorama Diorama

Improvement Cost

\$5,000 \$16,000 \$26,000 \$26,000 \$29,000 \$41,000 \$29,000

\$4,000 \$4,000 \$4,000 \$5,000 \$5,000 \$38,000

\$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000

\$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$5,000 \$5,000 \$5,000 \$5,000

Implementation (Phasing)

P2 P2 P2 P2 P5 P5 P5

P9 P9 P9 P2 P2 P6

P9 P9

P9 P9 P9 P9 P9 P9 P9 P2 P2 P2 P2

1 Months 1 Months 1 Months 1 Months 4 Months 4 Months 4 Months

Date of Beneficial Occupancy (DBO) Effective Date (+) Months

8 Months 8 Months 8 Months 1 Months 1 Months 5 Months

Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date

8 Months 8 Months

8 Months 8 Months 8 Months 8 Months 8 Months 8 Months 8 Months 1 Months 1 Months 1 Months 1 Months

Effective Date Effective Date Effective Date Effective Date Effective Date Effective Date

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Loc#

PT-022 PT-023 PT-024 PT-025 PT-026 PT-027 PT-028 PT-029 PT-030 PT-031 PT-032 PT-033 PT-034 PT-035 PT-036 PT-037 PT-038 PT-039 PT-040 PT-041 PT-042 PT-043 PT-044 PT-045 PT-046 PT-047 PT-048 PT-049

NA NA

ALT-03 ALT-04

Optional Mlterhative;(Not Located on Floor Plan's)^

Welcome to Chicago Booklets Security Bin Advertising

Improvement Cost

\$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$9,000 \$9,000 \$9,000 \$9,000 \$9,000 \$9,000

\$0

Implementation (Phasing)

P9 P9

P1 P1

18 Months 18 Months

10 Months 10 Months

Date of Beneficial Occupancy (DBO) Effective Date (+) Months

Effective Date Effective Date

Effective Date Effective Date Effective Date Effective Date Effective Date

Effective Date Effective Date

EXHIBIT 4 CITY'S SHELL AND CORE OBLIGATIONS

DEPARTMENT OF AVIATION

Chicago Department of Aviation

**Concessions Tenant Design &
Construction Procedures
Manual**

**for
O'Hare International Airport
and
Midway International Airport**

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Assurance of Professional Design, Documentation and Field Review
Base Building for Tenant Use
Tenant Requests to Modify the Base Building
Tenant Authorization of Base Building Modifications
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Maintenance Delivery of Materials/ Debris Removal Project
Coordination
Parking for Construction Workers ,
Storage of Materials
Protection of Existing Conditions
Compliance with Environmental Laws
Compliance with All Laws
Welding
Roof Work
Notice to Users Forms
Plan Modifications
Project Closeout Requirements

All materials contained herein are reserved and protected. Any copying or distribution of these materials without the permission of either Unison Retail Management (Unison), the Department of Aviation (CDA) or the City of Chicago is prohibited.

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SECTION 0002 PROJECT DIRECTORY

City of Chicago

Rahm Emanuel, Mayor City Hall
121 North LaSalle Street, 5th Floor Chicago, Illinois 60602

Department of Aviation

Rosemarie S. Andolino, Commissioner Aviation Administration
Building 10519 W.Zemke Road Chicago, Illinois 60666

Cortez Carter, Managing Deputy Commissioner Real Estate, Planning and Concessions Aviation
Administration Building 10519 W.Zemke Road Chicago, Illinois 60666

Frank Grimaldi, Assistant Commissioner of Development Aviation Administration
Building 10519 W.Zemke Road Chicago. Illinois 60666

Concessions Management

Victor Franco, Tenant Design Manager
Unison Retail Management
O'Hare International Airport
Terminal 3, Mezzanine
Chicago, Illinois, 60666
Telephone (773) 894-3380
Fax (773) 894-3910

Diana Miller, General Manager
Unison Retail Management
O'Hare International Airport
Terminal 3, Mezzanine
Chicago, Illinois, 60666
Telephone (773) 894-3905
Fax (773) 894-3910

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SECTION 0003 DEFINITIONS

AIRSIDE - The portion of the airport that is located post security (after the security gates)

CLOSURE LINE - Line of storefront entrance door (sliding, rolling, swing)

CONCOURSE - Pre security, the public circulation and queuing area associated with airline check-in and ticketing positions. Post security, the main public corridor that runs through the airport. Retail concession spaces are generally located on one side of the concourse. Lines of customers should never extend into the concourse.

DESIGN CONTROL ZONE - An area inside the PREMISES that extends from the LEASE LINE back a specific number of feet into the space. This zone, where occurs, will be noted on the LOD.

DEMISING WALL - Any wall separating a tenant's space from another tenancy or common area., Refer to local building code for required rating.

HOLD ROOM - A room or area, located adjacent to a Gate, with seating for passengers to wait for arriving or departing flights.

LANDLORD - The CDA, governing airport authority or its designated representative.

LANDSIDE - The portion of the airport located pre-security (before the security gates).

LEASE LINE - The imaginary line surrounding the PREMISES. The LEASE LINE generally occurs at the centerline of a glass storefront, the centerline of a demising wall between tenancies, or the inside face of a

common area, concourse or exterior wall.

LEASE - Agreement between the Tenant and the CDA. Tenant design must be in accordance with this manual and the LEASE. Where there is a conflict, the LEASE shall be the governing document.

LOD (Lease Outline Drawing) - A drawing of the PREMISES that shows the LEASE LINE, utility stub-out locations, and the Design Control Zone (if any). The LOD will be furnished to the Tenant by the LANDLORD prior to the signing of the LEASE. All information provided on the LOD must be field verified by the Tenant prior to start of construction.

PUNCHLIST - A list of deficiencies, prepared by the CDA or its designated representative. See Section 6000, Article 2.20.

PREMISES - The area of the airport that has been leased by the Tenant. See LOD.

SECTION 1000 DESIGN GOALS AND CONCEPTS

Introduction

Chicago O'Hare International Airport is the second busiest airport in the world, serving approximately 64 million passengers per year. This passenger traffic equates to more than 175,000 passengers every day and an average of 100 aircraft arriving and departing each hour from 162 gates. Chicago Midway International Airport serves approximately 17 million passengers per year.

O'Hare and Midway are owned by the City of Chicago and operated by the Chicago Department of Aviation (CDA). O'Hare and Midway Airports contribute to Chicago's status as the premier air transportation hub in the nation.

Unison Retail Management Inc. (Unison) serves as retail consultant for the City of Chicago Department of Aviation and is responsible for the planning, implementation and management of all retail facilities at O'Hare and Midway.

As a tenant at the Airport you will have the unparalleled opportunity to benefit from and to contribute to the success of the concessions program.

Mission Statement

"To celebrate the Chicago Airports stature as a global gateway, and ensure that passengers remember the airports as having captured the Chicago Urban metropolis Experience and its global position".

To express the Chicago experience, it is necessary to create a unique physical framework that evokes a 'feeling' of Chicago that can be achieved through a combination of materials, colors and sounds. These aspects will all contribute to making an enjoyable and memorable experience for the traveler, as well as the working population

of the Airport and will provide a sense of 'civic pride' to all residents of Chicago.

To express and celebrate the best of Chicago at the Airport, tenants are encouraged to examine key aspects of the city's heritage and physical environment, cultural life and institutions, icons and monuments. Additionally, the city's nightlife, restaurants, and public festivals may be used to provide a framework within which retail facilities will become memorable and entertaining experiences.

Design Intent

The retail design program has taken the philosophical position that the design of storefronts and concession spaces should strike a balance between variety and consistency. The design of all concession spaces must be respectful of the terminal architecture and the thematic

O'Hare International Airport and Midway International Airport Concessions Tenant
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statements of each area within the terminal. Tenant design must be consistent with the design guidelines and criteria embodied in this manual.

These guidelines may be met by proposing contemporary design solutions that capture the "essence" and feel of the design guidelines without necessarily being literal interpretations. This may be achieved by the use of materials, color or characteristic gestures of the design guidelines.

>

The Chicago Department of Aviation and Unison are committed to achieving the following goals with the Airport Retail Program. Tenants will be required to implement concession design solutions consistent with these aims.

- o To create and enhance design responses that support the Mission Statement, which will be clearly identified with Chicago and that will be internationally recognized.
- o To create top quality, cutting edge designs from all tenants, appropriate for the City and Airport's international stature. Concepts and materials used in concessions should be equal to or better in quality than those found in prestigious downtown locations.
- o To incorporate environmentally sustainable design practices in the development and buildout of concessions and comply with the "CDA Sustainable Airport Manual."
- o To create concessions which communicate a unique, distinctive and memorable image. Design concepts which have been "parachuted" in from other projects without regard to the specific themes established for the Airport will not be accepted.
- o To creatively plan concessions that are compatible with the airlines and CDA operational requirements and with passenger convenience. Concessions should be operationally efficient and demonstrate innovative in-unit storage.
- o To create concessions which complement the architectural qualities of the airport and are compatible with adjacent tenancies.

SECTION 2000 GENERAL PROCEDURES

1 Intent of this Manual

This Concessions Tenant Design & Construction Procedures Manual ("TDCPM") is intended to provide Tenants and their designers and contractors with information required for the design and construction of their leasehold improvements at the Chicago Airports. It contains:

- o City of Chicago Department of Aviation criteria for design.
- o Procedures for obtaining the required approval of design.
- o Regulations covering design and construction procedures throughout the project.

It is the responsibility of the Tenant and its contractor to obtain and become familiar with Chicago Department of Aviation ("CDA") guidelines and requirements as embodied in the Lease Agreement and the TDCPM prior to commencement of the Tenant's Work.

2 Reference Documents

1 The TDCPM is to be read in conjunction with:

- o The Lease Agreement ("Lease") and in particular Articles 3.2, Article 5, and Exhibit 4 thereof.
- o City of Chicago Building Department Building Permit and CDA Construction Permit application forms.

2 The Tenant shall be responsible for reviewing, understanding and implementing, as part of its design, the latest editions of all Federal, State and Local codes, ordinances and regulations applicable to the work. Review of Tenant documents by the CDA and / or its designated representatives does not relieve the Tenant of responsibility to satisfy all such applicable requirements. These requirements include, but are not limited to:

- © Municipal Code of Chicago
- City of Chicago Building Code

- o City of Chicago Department of Health Regulations
- o American Disabilities Act
 - o Illinois Accessibility Code
- FAA 7460-1 Forms
- o Additional Aviation Security Act and FAA requirements outlined in Article 10.7 of the Lease
- Environmental Laws as defined in Article 3 of the Lease

- o CDA Temporary Construction Barricade and graphics Standards (see Exhibit C)
- o CDA CADD Drawing Standards

2.3 Familiarity with the TDCPM and the Reference Documents will form the basis of CDA approval of all Tenant design and construction work. In case of discrepancy between the TDCPM and the Lease, the Lease shall take precedence and shall apply.

3 Department Of Aviation Representation and Design Review

3.1 Questions and comments regarding the TDCPM and related procedures and all tenant concession submissions shall be directed to the Unison Retail Management representative as indicated below:

Attention: Victor Franco, Tenant Design Manager
Unison Retail Management
O'Hare International Airport
Terminal 3, Mezzanine
PO Box 66142
Chicago, Illinois, 60666
Telephone: (773) 894-3380
Fax: (773) 894-3910

3.2.1 Design review will be conducted by architects appointed by the CDA. Additional technical reviews will be conducted by various divisions of the CDA and any affected airline or other Tenant agency.

3.3 The CDA and its representatives will review each design submission on individual merit and in the context of neighboring premises and Airport design standards and reserves the right to require changes to, or reject elements of, the design.

4 Permits, Fees and Approvals

- 1 Tenants are responsible for obtaining all permits, paying all fees and obtaining all required approvals.
- 2 Design approvals shall be obtained by the Tenant from the CDA in conformance with the requirements of this document as stated in Section 3000, Tenant Design Submission Requirements.
- 3 Following the design approvals indicated above, the Tenant shall obtain a Building Permit from the City

of Chicago Department of Construction and Permits (DCAP). Note that approval by the CDA does not constitute approval from the City of Chicago Building Department.

- 4 Construction shall not commence until the above noted approvals and permits are secured and satisfactory evidence of same has been provided to the Department of Aviation.
- 5 The Tenant shall at all times during the performance of the Tenant's Work, post the CDA's standard notice to workers, materialmen, contractors and subcontractors regarding the limitations on the CDA's responsibilities relating to the improvements and the Work, in a conspicuous location at the place of the Work.
- 6 For additional permit and approval requirements during the course of construction Tenants are referred to Section 6000 of this document, Construction Regulations.
- 7 Upon completion of the Tenant's Improvements, the Tenant shall secure all applicable certificates of inspection, and provide the CDA with a Statutory Declaration confirming that there are no liens, Workers' Compensation claims, or other encumbrances affecting the Premises or the Building in respect of work, services, materials and equipment relating to the Tenant's Improvements and that all accounts for work, services, materials and equipment have been paid in full with respect to all of the Tenant's Improvements. Occupancy of the Tenant's Premises shall not be permitted until this requirement is fulfilled.
- 8 If specified by DCAP and/or insurance company, the Tenant shall obtain an Certificate of Occupancy from the City of Chicago Building Department. In the case of food or beverage tenancies the Tenant shall also obtain all approvals and certificates as required by the City of Chicago Health Department.

5 Assurance of Professional Design, Documentation and Field Review

The Tenant's design team shall provide evidence, satisfactory to the CDA, of professional services throughout the design, documentation and field review stages of the work. Contract documents and "as-builts" shall be signed and sealed by a design professional licensed to practice in the State of Illinois.

6 Base Building Drawings for Tenant Use

Wherever possible the CDA will provide one (1) set of white prints of the following documents, in imperial scale, for the Tenant's information. The CDA will make its best efforts to provide the most current information available, but does not warrant the accuracy or completeness of same; the Tenant shall be responsible for verification of existing conditions.

- © Key plan, for locating the Tenant's premises in the terminal, o Architectural plan of the general location at V" = 1'.
- o Structural plan of the general location.

- o Mechanical, plumbing and fire protection plan of the general location indicating existing systems and/ or capped off location of services.
- o Electrical plan of the general location indicating existing systems and/ or location of terminated services if known.
- o Such elevations and additional details that the CDA believes to be applicable to the general location.

In addition, other base building drawings and specifications may be available for review. Copies of available selected sections will be provided after completion of e-drawing request signed form for concession development.

7 Tenant Requests to Modify the Base Building

- 1 If the Tenant's requirements for any of the base building elements or services supplied by the CDA exceed the standards or capacities outlined in the Lease and this manual, the Tenant may apply to the CDA for upgrading of such elements or services. The CDA will review the application received and may, at its sole discretion, agree to the upgrade.
- 2 If the CDA agrees, the CDA may at its sole discretion, either;
 - o Supply a quotation to the Tenant for the CDA to do such upgrade work, for the Tenant's agreement and authorization. Such quotation shall include all related costs, including those of the CDA's consultants, plus 20% for CDA coordination, supervision and administration.

Or

 - o Authorize the Tenant to proceed with the work under CDA supervision. In this case the Tenant shall agree to compensate the CDA for its supervision and administrative costs including those of the CDA's consultants.

8 Tenant Authorization of Base Building Modifications

- 1 Work performed by the CDA on behalf of the Tenant or to accommodate the Tenant's design requirements or base building modifications shall require a Tenant Authorization Form (see Exhibit A). The Tenant Authorization Form shall be prepared and issued by the CDA, and signed and submitted by the Tenant prior to commencement of the affected work.
- 2 Costs authorized by the Tenant, under the Tenant Authorization Form, shall be paid by the Tenant directly to the City of Chicago, on demand, following completion of the work by the CDA's contractor. At the CDA's option such costs may be invoiced, due and payable on a monthly basis, pro rata.

- 3 The CDA, in its sole discretion, may require the Tenant to provide an irrevocable Letter of Credit as security against all of the Tenant's obligations for work performed under the Tenant Authorization Form.

- 4 Under no circumstances will the Tenant's contractor be permitted to make modifications to the base building systems.
- 5 Occupancy shall not be permitted until the account is fully paid and current.

9 Safety and Security

- 1 It is the intention of the CDA that a safe, secure and healthy work place is provided for each and every worker on CDA property. This applies to work performed within the Tenant's Premises or under Tenant control.
- 2 The Tenant and its contractors have sole and complete responsibility for safety on the project. The tenant's construction supervisor responsibilities are to be solely limited to safety related functions but with prior CDA Safety approval dual roles such as Safety Representative and Supervisor are allowed to exist. The Tenant and its contractors shall comply with all health and safety requirements or standards in effect under the Federal, OSHA, State of Illinois, City of Chicago, and The Airport Standards and as set forth in the latest edition of the City of Chicago, Department of Aviation, General Conditions, Part Two. For more detail on Contractor Responsibilities, refer to Exhibit M of this document.
- 3 Fire protection shall comply with all fire regulations in effect under Federal, OSHA, EPA, State of Illinois, City of Chicago, and The Airport Standards.
- 4 Security of the Tenant's premises during the Tenant's Fixturing Period shall be the responsibility of Tenant, who shall take all necessary steps to secure the premises. The CDA shall have no liability for any loss or damage including theft of building materials, equipment, supplies, fixtures or stock.

10 Working in the Airport

- 1 Tenant's representatives, design team and contractor shall recognize that their Work is being conducted in an operating airport, the functioning of which may not be disrupted for any reason. The CDA reserves the right to stop the Tenant's Work at any time, for any reason the CDA deems necessary to maintain the operation, standards or requirements of the Airport.
- 2 Tenant representatives, design team and contractors who will be working in any area of the airport past the security checkpoint are required to obtain an Employee Access Control Photo ID Badge. A sample application form is included as Exhibit D. Forms shall be filled in and be completed and returned. See Section 6000, Article 1.2 for additional information.

- 3 If the Tenant and/or its consultants require access to a space not currently being utilized or operated by the same Tenant, prior approval must be obtained for access to that, space. The Tenant must request, from the CDA or its designated representative, access to the space a minimum of 48 hours prior to the desired time of access.
- 4 Tenants requiring additional clarification on this topic are referred to the latest edition of the City of Chicago, Department of Aviation, General Conditions, Part Two, which governs the daily operation of the airport.

5 For additional information on working in the airport see Section 6000, Construction Regulations.

11 Tenant Checklist

To assist Tenants in compiling information for administration purposes, a Tenant Checklist is included as Exhibit B. This checklist is for reference and use by the CDA and the Tenant, and may be subject to change by the CDA who will so notify the Tenant.

SECTION 3000 TENANT DESIGN SUBMISSION REQUIREMENTS

1 General

1 Preparation and submission of drawings, samples, and specifications for the fixturing of the premises, for the CDA's review, must be in accordance with Section 2000 General Procedures, this Section and as set out in the Lease. All documents shall bear the CDA assigned project number.

- 2 The design and submitted documents and materials shall be prepared by design professionals licensed to practice in the State of Illinois, examples of whose previous design work shall be of a standard acceptable to the CDA at its sole discretion.
- 3 For the benefit of the Tenant's design team, attention is drawn in particular to the non-combustible classification of the building; related flame spread ratings and smoke development classification of materials and the seismic restraint of construction components. Documentation demonstrating compliance with these requirements shall be provided by the Tenant if requested by the CDA.
- 4 CDA drawings of the Premises will be provided for the Tenant's information in accordance with Article 6, Section 2000 of this document.
- 5 Tenant documentation prescribed in Article 3 Submission Documentation shall for all submissions be provided in imperial measurement at the following scales:
 - o Key plans; V32" =1'; with the location of the space clearly identified by the column line designation.
 - «> Floor plans, reflected ceiling plans, merchandising plans, interior elevations, sections and related details; V" =1'.
 - o Flow diagrams and adjacency plans at '8" = 1".
 - ***Storefronts, signage, logos and lettering, in elevation, section or detail; 1/4" = V.***
 - « Material samples on standard not to be smaller than 11" x 17" size boards, complete with legend.
 - o Renderings on minimum 11" x 17" stock.
- 6 All required concessions review documents should be submitted in accordance to the "Document Submittal Instructions." Material sample boards and all renderings shall be submitted in duplicate.
- 7 Where CADD documentation is prescribed by Article 3 of this Section, all drawings shall be submitted in conformance with the City of Chicago Department of Aviation CADD Standards, CADD Standards User Manual, Release 1.1. Electronic submittals will be accepted in Microstation format only. During

development of the Tenant's CADD deliverables and at the Tenant's request, the City will make available Microstation cell libraries, standards and seed files.

2 Submission Schedule

- 1 Within 30 business days of the Effective Date of the lease, the Tenant will submit a Development Plan and Conceptual Design describing in detail the thematic concept for the Retail Space and its plan and schedule for implementing the improvements as set out in paragraph 3.1 of this section. The Development Plan must include the anticipated Date of Beneficial Occupancy.
- 2 Within 14 business days after the Development Plan and Conceptual Design submission, the Tenant will receive one of the following responses from the CDA; "Accepted", "Accepted as noted", or "Revise and resubmit". Supplementary explanatory comments will be provided as appropriate. Received comments shall be incorporated into the Tenant's next design submission.
- 3 Within 14 business days after receipt of the Development Plan and Conceptual Design, a design start-up meeting shall be convened to review the Tenant's Development Plan and Conceptual Design and this

manual.

- 4 Within 45 business days of date of the approval of the Development Plan and Conceptual Design, the Tenant shall prepare and submit its proposed 60% design drawings to the CDA as set out in paragraph 3.2 of this section, for the CDA's review and acceptance.
- 5 Within 10 business days after the 60% Design submission, the Tenant will receive one of the following responses from the CDA; "Accepted", "Accepted as noted", or "Revise and resubmit". Supplementary explanatory comments will be provided as appropriate. Received comments shall be incorporated into the Tenant's next design submission.
- 6 If a resubmission is required by paragraph 2.5 above, the Tenant shall resubmit the design within 5 days thereafter addressing the noted concerns. This process shall continue until an "Accepted" or "Accepted as noted" response is achieved.
- 7 Within 20 days of the Tenant's receipt of the CDA's acceptance of the Tenant's Design Development submission, the Tenant shall prepare and submit 100% Design and specifications for review, as set out in paragraph 3.3 of this section. The CDA shall attempt to notify the Tenant of its acceptance or request for revision of the Tenant's 100% Design within 10 business days thereafter.
- 8 The CDA will make its best efforts to expedite the reviews of the Tenant's submissions, however the Tenant should be aware that the CDA will review the submissions in the context of adjacent premises and that this may affect the schedule of the reviews.
- 9 Within 30 business days of the Tenant's notice of completion to the CDA, the Tenant shall submit to the CDA complete as-built documentation as described in paragraph 3.6 of this Section.

Submission Documentation

3.1 Development Plan and Conceptual Design

The following indicates the minimum requirements of the Development Plan and Conceptual Design Submission.

- o Initiation letter describing the nature and scope of the project, o Proposed schedule and cost.
- o Key Plan showing the location of Premises identified by column lines within the terminal.
- © Flow diagram showing all passenger movements in the immediate vicinity of the premises.
- o Adjacencies and dimensions to fixed construction in the immediate vicinity, o Proposed Merchandising Plan showing fixture layout and product displays. o Colored perspective or elevation of proposed storefront design with signage, o Sample board of proposed materials, colors, finishes and furnishings, o Key mechanical, electrical and telecommunication systems proposed.

3.2 60% Design Submission

The following indicates the minimum requirements of the Tenant's Design Development

Submission:

- Initiation letter describing the nature and scope of the project.
- o Response letter to the CDA Preliminary Design submittal comments.
- « Key Plan showing the location of the Premises within the Airport.
- © Flow diagram showing all passenger movements in the immediate vicinity of the premises.
- Preliminary Floor Plan(s) showing interior design including materials and finishes.
- © Interior wall elevations showing materials, heights, locations of feature elements.
- o Reflected Ceiling Plan(s) showing ceiling materials, various heights, location and type of all light fixtures and other mechanical or electrical ceiling mounted devices.
- o Storefront elevation and section showing storefront concept including graphics and signage, materials and finishes.
- Sample board (if revisions to Preliminary Submission were required by the CDA).

- o Mechanical and electrical design including base building modifications.
- o Storefront model to fit Retail Architect's light box if requested.
- o Fixture cuts of all proposed lighting, furnishings, diffusers, grilles, sprinkler heads and accessories.
- o Proposed cost of the improvements.
- o Proposed updated schedule.

3.3 100% Design Submission

The following indicates the minimum requirements of the Design/Working Drawings.

1 General

- o Initiation letter describing the nature and scope of the project.
- o Proposed construction schedule showing all major elements of the Work.
- o Current estimate of improvement costs.
- o Complete CADD documentation of the submission.
- Assurance of professional design, documentation and commitment for field review as described in Article 5 of Section 2000 of this manual.

2 Architectural

Key Plan showing location of the Premises within the Airport.

- o Floor Plan(s) indicating closure locations of partitions and type of construction, placement of fixtures, furnishings, floor patterns, material selections, storage and washroom locations (if any).
- o Reflected ceiling plan(s) showing ceiling materials, various heights, and location of all light

fixtures, diffusers, grilles and sprinkler heads.

- o Interior Wall Elevations, sections and details sufficient for construction.
- o Storefront Elevation showing ceiling materials, various heights, location of all light fixtures, signage and emergency exit(s).
- Sign, logo and lettering details showing elevation and section views, letter style and size, all colors and materials, methods of illumination, installation, color of illumination and voltage requirements. This shall include signage for the Blade Sign as applicable. Sign blades must be professionally designed and fabricated. Designs shall be complete as part of the working drawing submission. Design-build signage arrangements will not be accepted.
- o Specifications, interior finish and color schedules.

- Confirmed fixture cuts of all lighting, and plumbing fixtures including manufacturers name, catalogue number, catalogue cut, lamp types, mounting and custom designs.
- o Details of securing the Premises when closed.
- «> Sample board of materials, finishes and colors if revised from previously approved Final Design Submission.
- o Tenant hoarding and dust control plans in conformance with CDA standards; see Exhibit C.

3 Structural (if applicable)

- o Drawings identifying means of seismic restraint for all code required applications and all applicable structural calculations.
- © Drawings and specifications for elements of fixturing or construction applying atypical point loads to the base building structure.
- o Drawings indicating size and location of all intended floor or roof penetrations.

4 Heating, Ventilating and Air Conditioning

- Floor plan, fan coil or VAV units, duct layout, size and manufacturer of grilles and diffusers, thermostats where applicable.
- o Specifications and fixture cuts.
- Heat gain/loss calculations based on existing conditions. o Venting, make-up air requirements.
- o Mechanical equipment schedules per City of Chicago building code requirements

5 Plumbing (if applicable) o Floor plan of services.

- Specifications and fixture cuts.
- Venting and back flow preventer location and requirements. » Riser diagrams showing water meter location..

6 Sprinklers and Fire Protection

- o Sprinkler distribution changes, head layout and hydraulic calculations (if applicable).
- o Heat baffles (if applicable).
- o Fire extinguisher locations.

7 Electrical

- o Floor plan showing electrical requirements. Include single line distribution diagram.
- «> Fixture schedule showing quantity and watts for each fixture.
- o Special lighting, i.e. signs, logo, etc.
- o Specifications of fixtures.
- o Total electrical demand and connected loads, service location and size of transformer (if required).
- o Completed table of electrical loads.

4 Response to CDA Letter of Approval

The Tenant shall respond in writing and provide written response at pre-construction meeting, regarding any outstanding issues or requirements listed in the CDA's Design/Working Drawing Letter of Approval.

5 Post Construction Submissions

The following items are to be submitted post construction:

- 1 Complete and accurate as-built drawings signed by the contractor/builder of all work provided within the Premises. "As-Built" submissions shall include:
 - o Three (3) half size AS BUILT drawings sets with the CDA project number appearing on each sheet.
 - o One (1) CD of the as-built construction document electronic drawing files that were created using an acceptable version of CADD software. The architect can deliver these drawing files on any standard media or via the internet. If file, other than graphical files, are translated, the architect will ensure 100% transfer of data. The name, location, project number and vendor's name of the project must appear on the front label of the disk.
 - o One (1) CD of the image files in TIFF format and One (1) CD of the image files in PDF format.
- 2 Copies of all reviews, sign-offs and other items as specified under Article 4 Section 2000 of this manual, pertaining to the Work as provided at pre-construction meeting
- 3 A statement certified by the Tenant detailing the improvement costs for the premises.

SECTION 4000 DESIGN CRITERIA AND TECHNICAL REQUIREMENTS

1 General

- 1 Design criteria have been developed to maintain design quality and consistency while encouraging designers to be imaginative and innovative.
- 2 The CDA will review each design submission on individual merit and in the context of neighboring premises, and reserves the right to require changes to, or reject elements of the design in whole or in part.
- 3 Concessions shall provide a consistent image, signage and finishes package for the entire leased space. This requirement is equally applicable to single concessions and to those having multiple "sub-tenants", representing more than one brand or concept in a single leased space.
- 4 Tenants proposing branded concepts shall require and insure that the brands make available the full range of their latest concept designs to the The Airport Retail Program.
- 5 Tenants are reminded that submitted designs will be evaluated against the overall Design Goals and Concepts described in Section 1000 of this manual.

2 Base Building

Unless otherwise specified in the Lease, the CDA at the CDA's expense will provide the items indicated below;

- 1 Concrete or steel structure with or without deck depending on location.
- 2 Exposed structure to Tenant space or open to above, depending on location.
- 3 Existing floors.
- 4 Storefront bulkhead in specific locations only per CDA supplied drawings.
- 5 Storefront neutral pier/demising cap at each demising wall where applicable.
- 6 The Tenant is referred to Section 2000, articles 7 and 8 for provisions regarding the alteration of base building elements.

3 Design Control Zone (where applicable)

Where the CDA has designated a "Design Control Zone" to a defined line inside the Premises this area shall be regarded as a transition zone within which the Tenant shall incorporate CDA specified finishes and bear all associated costs. Applicable design control zones will be annotated on the LOD.

Architectural

4.1 Interior Finishes and Materials

1 General

- . 1 The Tenant shall provide interior partitioning, painting and decorating, floor coverings, store fixtures and furnishings as accepted by the CDA. All Tenant proposed finishes are subject to CDA review and approval. The CDA reserves the right to reject any Tenant proposed finishes and materials which in the CDA's opinion are considered to be in aesthetic conflict with the base building finishes, and/or adjacent approved Tenant finishes.
- .2 All work by the Tenant within the Premises shall be completed with new and sustainable materials. All materials and workmanship shall be of a uniformly high quality and performed in accordance with the very best standards of practice (in any event not less than CDA's base building standards).
- .3 Any damage to the Premises or the Building caused by the Tenant or any of its employees, contractor(s) or workmen shall be repaired forthwith by and at the expense of the Tenant.
- .4 Merchandising plans shall be designed so that points of sale do not generate a customer queue that crosses the lease. For illustration of this issue and potential solutions see Figure 1, at the end of Section 4000 of this manual.
- .5 Store aisles must comply with the Chicago Building Code, Accessibility Chapter 18-11, and be of adequate width to accommodate luggage carts and shoppers of foot. A minimum clearance of 3' -0" must be maintained between merchandised fixtures.
- .6 Food preparation areas are required to have impervious, non-slip flooring materials.
- .7 Airport finishes are subjected to substantial abuse and must be selected accordingly. Only high quality durable finishes will be accepted. The extensive use of luggage carts must also be considered. Any material between 0 and 14" above finish floor is susceptible to luggage cart damage and must, therefore, be very durable. Plastic laminate will not be permitted in this zone.

2 CDA Base Building Finishes

- . 1 Ceiling - see existing condition.
- .2 Flooring - existing concrete or terrazzo, stone, carpet, wood, porcelain tile, ceramic tile.
- .3 Bulkheads - Painted steel and/ or drywall.

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- .4 Columns - Painted steel, concrete, terrazzo, stainless steel cover, or stone cladding.

3 Acceptable Material Within the Leased Premises

The materials listed below have been selected to encourage variety and creativity of storefront and premises design and their use is encouraged.

- .1 Glass - etched (sealed), sandblasted (sealed), tinted, clear, glass block.

- .2 Wood - natural, stained, painted, certified by the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI).
- .3 Metals - painted or stainless steel, bronze, copper, brass, light bronze, anodized or painted aluminum, perforated, gun metal.
- .4 Tile - a variety of quality glazed and unglazed thin-set.
- .5. Natural Stones - marbles, granites, slate, and limestone.
- .6 Plastic Laminates - solid colors, acceptable decorative patterns; wood grained laminate will be evaluated on a case by case basis.
- .7 Solid surfacing materials - e.g., Corian or similar.
- .8 Ceilings - see paragraph 4.2.
- .9 Halogen low voltage light fixtures.
- . 10 Low-emitting paints and coating.

4 Unacceptable Materials Within the Leased Premises

The materials listed below will not be accepted as part of the design for a storefront or leased premises.

- . 1 Artificial versions of stone, marble, tile, wood or other natural material.
- .2 Brick or simulated brick.
- .3 Carpet.
- .4 Any material that would constitute a fire and/or public hazard.
- .5 Any material that, in the CDA's opinion, is of low quality, nondurable and/or difficult to maintain.
- .6 Fluorescent paint.
- .7 Vinyl tile or sheet vinyl within the sales area.
- .8 Pegboard walls or fixture systems.
- .9 Metal linear ceiling systems.
- . 10 Acoustic tile ceilings other than as described in paragraph 4.2.

- . 11 Exposed ducts, conduits, pipes and other mechanical and electrical equipment in any area open to public view.
 - . 12 Security alarm tape on storefront windows.
- 5 CDA approved finish materials are to be extended along demising wall(s) and/or soffit where exposed to the common area at the Tenant's expense.
- 6 Showcases or displays shall be in an approved material and shall be internally illuminated.
- 7 Any transition in floor level shall not exceed 2% in slope and shall only occur at the interior side of the Tenant's closure line. The closure line is defined as the line of the Tenant's storefront in the closed position.

4.2 Ceiling Construction and Access

- 1 The Tenant's ceiling membrane may be constructed of concealed spline acoustic tile, drywall, plaster, or other materials approved by the CDA. Exposed grid suspended ceilings in areas exposed to public view will be evaluated on an individual case basis. Any accepted exposed grid shall have a 9/16" 'T' installed in a 2' x 2' configuration. Color of grid and tile shall match. Suspended ceiling tile must be finely textured with at least a tegular edge.
- 2 There shall be no combustible materials in the ceiling space. Ceiling design shall incorporate access to all ceiling-mounted CDA and Tenant equipment requiring inspection and maintenance. The Tenant's designer shall determine the required sizes and locations of access points.
- 3 The minimum ceiling height permitted within Tenant's space shall be 10' above finished floor unless otherwise restricted by existing conditions.
- 4 Where the base building structure creates an intended trellis it shall remain exposed.

4.3 Entrances and Storefronts

The Tenant's storefront design shall incorporate individuality and creativity, which will contribute interest and character to the overall airport retail environment.

4.3.1 General

- .1 Typically, the Tenant's storefront is to be located on the lease line. However, where the closure line (door location) is set back, the CDA may require the base building finishes to be carried in to the closure line at the Tenant's expense. At the CDA's option the CDA may supply and install such finishes, or approve such work for installation by the Tenant.
- .2 Tenants are encouraged to create a "show window" design for their storefronts, with a distinct entrance and large display windows.
- .3 The minimum acceptable width of any storefront entrance is 6'-0".
- .4 All storefront entrance doors shall occur on or behind the lease line. Swinging doors must not swing across Tenant's lease line.
- .5 In the case of stores where the storefront or kiosk is composed of counters, the Tenant must provide self-locking counters or secure sliding or roll down grilles or shutters.
- .6 A minimum of 70% of the storefront, measured in clear storefront opening square feet shall be made transparent. Transparency can be achieved by providing a combination of open entry and window glazing creating open views into the Tenant space, as well as the use of glazed window displays. Maximum transparency is encouraged while maintaining a strong storefront identity.
 - .7 Display pedestals or freestanding storefront elements are acceptable, providing they are within the Premises and adhere to the parameters set forth in this manual.
- .8 No surfaces or projections potentially hazardous to the terminal's pedestrian traffic may be used.
- .9 Tenants without a rear exit may require a storefront egress door in addition to any sliding doors provided, to suit code requirements.

- . 10 The Tenant acknowledges that base building stud and drywall demising walls are not designed to support wall-mounted fixtures.

4.3.2 Acceptable Storefront Materials and Closure Types

The following storefront materials and closure types are acceptable.

- . 1 Solid swing or sliding doors of approved material.
- .2 Swinging frameless glass doors on bottom rail and top patch pivots.
- .3 Sliding glass doors: When open, these shall be stored in an enclosed space(s) concealed to the passerby. In the case where showcases extend beyond the store closure, sliding doors may be stacked behind the showcase and used as the back of the showcase during business hours.
- .4 Sliding Grilles: Grilles shall be Guardian Sliding Security Grille by Metro Door or other manufacturer in similar pattern and dimensions. Sliding grille storefront finishes are subject to CDA approval. Grilles shall be complete with emergency exit doors if required by code.
- .5 Wood storefront closures, trim and fittings are subject to the code limitations applicable to non-combustible buildings. Finish subject to the approval of the CDA.

- .6 The CDA encourages the maximum use of clear, frameless glass as a storefront material. Edges of the joints for frameless glazed storefronts shall be ground, polished and sealed with clear silicone sealant.

4.4 Additional Criteria for T3

The specific design criteria contained herein supplements and take precedent over the standards more generically described by articles 2, 3 and 4 above.

1 Acceptable Tenant Materials

The following materials are acceptable for use by the Tenant:

- . 1 Natural materials that compliment the base building palette are encouraged.
- .2 Glass - beveled, etched sandblasted, clear, ceramic frit glass, cast etc. except as listed below.
- .3 Natural stone - Indiana limestone, quartzite, granite.
- .4 Wood - light colored hardwoods such as maple, birch, cherry.
- .5 Metals - painted steel, anodized or painted aluminum, brushed aluminum, brushed stainless steel, stamped, patterned, perforated metal, brushed brass or copper.
- .6 Tile - high quality glazed or unglazed.
- .7 Environmental/ sustainable materials - recycled products.

2 Unacceptable Tenant Materials

The materials listed below will not be accepted as part of the design for a storefront or leased

premises;

- .1 'Faux' materials including stone, marble etc.
- .2 Glass block
- .3 Stone - large figured marble.
- .4 Wood - Dark colored wood such as mahogany, stained oak.
- .5 Metals - chrome, bright brass or other yellow metals.
- .6 Carpeting.
- .7 Paint - fluorescent, 'neon', bright, unnatural colors, pink/fuscia, orange, bright yellow.
- .8 Any materials not listed as acceptable, without the approval of the CDA.

3 Cafe Seating Area

The following criteria govern the design of the Tenant's cafe seating area outside the closure line.

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- . 1 Table and chair designs should be in the palette of the base building. Light colored wood and metal are encouraged.

4 Storefront

The following criteria govern the design of the Tenants storefront in addition to the general criteria established elsewhere in Section 4000;

- . 1 Tenants should use the horizontal and vertical lines established by the base building design, including the Chicago window modules, stone joint lines etc.
- .2 Tenant materials may not be located above or in front of the base building steel beam. Any connection of Tenant materials to the beam shall be by welding in areas not exposed to view. Bolted connections are not acceptable. Damage to base building finishes shall be repaired at the Tenant's expense.
- .3 Lighting of the storefront should not compete with the base building lighting concepts described above. Cool lighting or excessively high light levels are unacceptable. Neon is unacceptable.
- .4 Canopies will be reviewed on a case by case basis. The canopy design should be simple and work with the proportions and lines of the upper story window system. The canopy may not hide or otherwise obscure the base building spandrel beam. The canopy may not attach to the base building columns. Canopies should be a single color for each Tenant and the colors should be reserved and in the family of colors of the base building.

5 Elements Within the Tenant Space

- . 1 The existing terrazzo floor will remain within the Tenant space except for those locations where the new base building work requires removal of the floor. The Tenant is responsible for any change, repair and maintenance to the floor material within its space, with the exception of the cafe seating area, which is the responsibility of the CDA.

- .2 Fire protection shall be provided by the Tenant as required by code. The steel structural frame has been prepared for the integration of both conduit and fire protection.

4.5 Additional Criteria for the HK Apex

The specific design criteria contained herein supplements and take precedent over the standards more generically described in the TDCPM.

4.5.1 Local Design Themes

- . 1 The specific theme for this area is to celebrate Chicago's Cityscape, Skyline and Icons. The base building interiors are

designed to provide a connection to this idea, through the use of flooring materials, display cases, image walls and ceiling lights.

2 Base Building Design Elements

The CDA provides the following base building elements.

- .1 - Demising walls and caps. Lantern end cap light box display cases are provided at the demising caps of the in-line food court tenants.
- .2 Common area terrazzo flooring complete with bronze icon inserts.
- .3 Common area GWB and wood panel ceilings and bulkheads. (Food Court only)
- .4 Common area lighting including the Food Court Tenant's signage track lighting
- .5 Common area furnishings to the food court.
- .6 Back-lit sign enclosure to the demising walls of in-line food court Premises. Tenant to provide Mylar sign image for insertion in CDA provided enclosure.

3 Design Control Zone

A Design Control Zone has been established to control the following elements.

- . 1 Lantern display case demising end caps may not be used by or altered by the Tenant in any way.
- .2 In-line food court tenants shall have a counter height of 36" above the floor except as otherwise required by Barrier Free Regulations. In any event the counter height shall be 36" where the counter abuts the Lantern end cap demising wall display case.
- .3 The Tenant, at its sole expense, shall carry the base building floor material from the Lease Line to its Closure Line along Concourses H and K or, in the case of in-line food tenancies, to the counter line.
- .4 The Tenant shall provide a continuous GWB bulkhead at Premises facing Concourses H or K to achieve a consistent transition from the 11'-6" ceiling height at the concourse storefront opening from the 9'-6" finished ceiling height available throughout the majority of the Premises' area. The bulkhead will conceal HVAC and other building services beneath the existing concrete slab. The profile and dimensions of the bulkhead may not be altered in any way. The Tenant will be permitted to apply its own finish to the bulkhead inside its Closure Line, provided such finish does not exceed the structural capacity of the bulkhead.

- .5 The CDA will provide a panelized beech finished bulkhead at Premises facing the food court. This bulkhead extends approximately 6'-4" inside the Premises and may not be altered in any way except to mount signage as described below.

4 Storefronts

The following criteria govern the design of the Tenant's storefront in addition to the general criteria established elsewhere in Section 4000.

- .1 Solid wall portions of storefronts shall include a brushed stainless steel base and bumper guard to match the base building construction.
- .2 Notwithstanding paragraph 4.3.2.4, in-line food court Premises shall use coiling type grille. Straight lattice curtain pattern with horizontal rods at 2" centers and vertical rods at 9" centers. #4 stainless steel finish. Motorized with lock keyed to CDA standard. Electric safety edge and interlock switch.
- .3 Tray rails, if required at food court in-line Premises, may not encroach on the common area. The tray rail shall be a separate element and may not be an extension of the counter surface.

5 Food Court Kiosks

The following criteria govern the design of the Tenant's freestanding kiosks in addition to the general criteria established elsewhere in Section 4000.

- .1 Free standing kiosks shall comprise casework and/ or fixturing for product display not higher than 42" above the floor, except for food service equipment, if any, required for producing the goods.
- .2 Under no circumstances may any element of the Tenant's design obstruct sight lines to departure gates or terminal signage from any point in the food court common area or concourse.

6 Signage

The following criteria govern the design of the Tenant's signage in addition to the general criteria established elsewhere in Section 4000.

- .1 Kiosk signage is restricted to one sign with a maximum blade dimension of 72" long x 12" high suspended from the ceiling on V" brushed stainless steel pins. The top of the sign shall be 12" below the typical wood ceiling bulkhead.
- .2 Food court in-line tenancies may use the base building overhead beech bulkhead for signage as follows.
 - .1 Signage is limited to Tenant identification comprising individual letters and/ or logos pinned 2" off the face of the bulkhead with W' diameter brushed stainless steel pins.

- .2 Letters and/ or logos may be a maximum 12" high x 2" thick.

- .3 Tenant identification may be repeated, but shall not have a total length exceeding $\frac{1}{4}$ of the Premises frontage dimension.
- .4 The signage shall be externally illuminated only, using the track light fixture indicated on the base building drawings:
 - .3 Food court in-line Tenants shall provide Mylar image inserts for each of two backlit sign boxes. The sign may include a background image(s) relating to the Tenant's products, but may not contain any text other than the Tenant's name and/or logo.
 - .4 Premises fronting on the concourse shall have a single sign comprising the Tenant's name and/ or logo only, in individual letters, attached to a column blade sign. All other signage shall be within the actual storefront design and comply with the general sign criteria in Article 13 of this Section.

5 Structural

- 1 Core drilling and/ or cutting of floors and or walls may be required for tenancies needing plumbing and/or additional mechanical HVAC provisions. Under no circumstances shall the Tenant or its contractor(s), at any time be permitted to drill, or cut conduit, or pipe sleeves, or chases, or duct equipment openings in the floor, columns, walls or roofs of the structure without prior review and acceptance of the proposed locations and sizes by the CDA's structural consultant. The consultant's fees for these reviews are at the Tenant's expense. The CDA may, at its option, perform the work at the Tenant's expense. Tenant is required to x-ray the floor prior to beginning work and will provide a copy of x-ray results to CDA.
- 2 Under no circumstances shall the Tenant, its employees, or its contractor(s) enter onto any roof or steel deck of the Building, or make any opening in the roof without the prior written approval of CDA. No roof-mounted antenna or satellite receiving dish antenna is permitted unless approved in writing by the CDA with respect to location and detail.
- 3 The Tenant and its contractor(s) shall not impose a greater load on any concrete floor than the uniformly distributed design live load or point loads stipulated by the CDA. No unusual loads may be suspended from the underside of the roof structure without CDA's structural consultant's prior written approval. The consultant's fees for these reviews are at the Tenant's expense.
- 4 No electrical wiring or conduit will be permitted through or under the main floor slab without written approval by the CDA.

6 Heating, Ventilating and Air Conditioning Equipment

- 1 HVAC systems serving the Premises will be maintained and operated by CDA. Should the Tenant's design require additional capacities than those provided under CDA's Work, Tenant shall be responsible for providing supplemental HVAC at Tenant's expense. Tenant shall submit to CDA plans for approval. Work shall be carried out in accordance with Articles 7 and 8 of Section 2000 of this manual.
- 2 Design criteria governing the CDA's equipment:

- 1 Inside Air Temperatures: o Winter: +72°F
 - Summer: +75°F at 40 - 60%RH
- 2 Outdoor Air Temperatures: o Winter -10°F
 - o Summer +94°F dry bulb o Summer +75°F wet bulb

6.2.3 Fresh Air and Ventilation: Comply with City of Chicago building code requirements.

- 3 Cooling equipment in the Tenant's space may be in the form of variable air volume terminals Or fan coil units if required. Each will provide cooling for solar transmission, lighting, miscellaneous electrical and people loads.
- 4 The Tenant shall provide a thermostat and do all control wiring, and power wiring (from the Tenant's electrical panel).
- 5 Gas service is available at the Concourse H7K Apex food premises.
- 6 Duct distribution in the Premises shall be designed and installed by the Tenant at its expense.
- 7 Food service Tenants and restaurants shall provide all necessary kitchen exhaust ducts, exhaust hoods, make-up air and kitchen equipment in accordance with the License. All kitchen exhaust systems shall conform to the latest National fire Protection Association (NFPA) standards. Roof penetrations shall be done by the Tenant under CDA supervision.
- 8 HVAC systems in the Tenant's space will be balanced by a certified air-balancing contractor under contract with the CDA, at the Tenant's expense.
- 9 Supply air, return air and washroom exhaust distribution ductwork, ceiling diffusers, registers, grilles and ceiling fire stop flaps, smoke detector/pilot light, and any other equipment required by code and the CDA, within the Premises for the HVAC system, shall be carried out and connected to CDA systems by the Tenant at it's expense. Where required, complete make-up air systems shall be provided by the Tenant at its sole expense.

- 10 Where additional heating or cooling is required due to specific air-conditioning zoning (e.g., near exterior walls), the supply and installation of the required equipment shall be by the Tenant at the Tenant's expense. The method of conditioning the air shall be to CDA approval.
- 11 Acoustic criteria: Acceptable HVAC noise levels in the Premises shall be noise criteria (NC) 35-40.
- 12 The Tenant must provide the CDA access within its Premises to all damper controls on ducts supplying air to public areas and to the Premises.
- 13 The Tenant shall provide kitchen equipment exhaust within the Premises including water wash exhaust hood, related ductwork and fire suppression systems including tie in to base building systems and fire alarm system. Tie in to the CDA's systems shall be by the Tenant at its expense, under CDA supervision. All make up air units that will be located on the roof shall require FAA approval for crane lifting.

7 Plumbing

7.1.1 For new base building construction, services of adequate design capacity for completing water and sewage systems shall be brought by the CDA to the CDA's designated locations at the Premises for purposes of connection to the Tenant's facilities. The CDA shall provide capped and valved connections for cold water, sewer and vent lines to these locations.

For existing spaces, installation and modification of services shall be brought by the Tenant to the required locations at the Premises for purposes of connection to the Tenant's facilities. Connection of services to CDA facilities and systems shall be done by the Tenant, at its cost, under CDA supervision.

- 2 The Tenant shall provide and pay for branch plumbing lines complete with plumbing fixtures and including grease interceptors, as required by the Tenant to serve its Premises.
- 3 The Tenant shall provide and pay for installation of hot water heater or heaters complete with all related plumbing, mechanical and electrical. Gas fueled hot water heaters are not permitted.
- 4 Tenants with drainage loads from food and beverage or related operations will be required to install grease interceptors which shall be mounted above the floor and within the Tenant's space. The Tenant will maintain grease interceptors at the Tenant's expense.
- 5 All grease traps should be located per Building Department codes and located such that they are fully accessible for maintenance.
- 6 All domestic water lines are to be insulated with a minimum of 1" fiberglass insulation and a vapor barrier.

- 7 All domestic water lines are to be insulated with a minimum of 1" fiberglass insulation and a vapor barrier.
- 8 All copper piping shall be type 'K' or 'L'. All vent lines shall be DWV copper or cast iron. Plastic piping will not be permitted without approval by the Building Department for corrosive type discharge liquids.
- 9 Water usage will be metered by the CDA. Water meters shall be supplied and installed by the Tenant at its expense, in an accessible location for billing purposes. Meter requirements shall be to CDA specifications.
- 10 The Tenant's hot water tank pan and relief valve shall be piped as per Building Department code to a floor drain.
- 11 Any additional plumbing through the structural floor slab shall be by the Tenant under CDA supervision.
- 12 All floor penetrations around pipes, conduits, ducts, etc. between levels must be sealed against water, smoke, and flame penetration using firestop materials listed by an accredited testing agency.
- 13 All plumbing vent lines are to be group vented to a point as determined by the CDA.
- 14 For those Tenants that are located in an open area without access to a ceiling space, the sanitary vent cap-off shall be located below the floor using an island vent system designed to meet the requirements of the City of Chicago building code.
- 15 "Y" clean outs and cast iron "P-traps" shall be supported, and shall be made accessible at all times.
- 16 Connections to base building domestic water lines shall be installed with exterior backflow prevention

valves as required by the Department of Public Health (CDPH) and the applicable plumbing code.

17 All Tenant installed piping shall be color coded to match the base building systems

8 Sprinklers & Fire Protection

- 1 The CDA will provide and install sprinkler mains, branch lines and sprinkler heads in a grid layout to adequately cover undemised open areas only in areas where the base building code requirements make this necessary.
- 2 Testing and installation of the Fire Alarm System in the Premises shall be by the Tenant under CDA supervision.
- 3 Tenant required modifications to the base building sprinkler system shall upgrade all sprinkler heads and be performed by the Tenant's at its expense in accordance with Articles 7 and 8 of Section 2000 of this manual.

Electrical Power Service

- 9.1 Electrical service will be provided at a designated concessions disconnect switch/breaker panel location. The Tenant is responsible for providing the meter. The metering of other Tenants is governed by the License.
- 3 For Tenant spaces with rear exits leading directly to an exit corridor, and if required by code, the CDA shall provide one fire alarm pull station and exit light located at the rear exit door from the Premises that shall be connected to CDA's distribution and fire alarm system.
- 4 The CDA will provide supervised access to the CDA's designated communication equipment room (CER) for installation of communication wiring by the Tenant.
- 5 The following requirements shall be the responsibility of Tenant:
 - 1 Connection to and/or relocation, (if required in the Premises) to distribution panel, and above ceiling conduits (if any), branch wiring and associated panel breakers, outlets, and receptacles.
 - 2 The Tenant shall ensure that all wiring for lighting, power, fire alarm, telephone, data, television and low-tension systems within walls and ceiling plenums is installed in metal conduit. No exposed wiring is allowed.
 - 3 Wiring for all washroom equipment in the Premises as required by the Tenant, including hot water heater, baseboard heater, and lighting.
 - 4 Additional fire alarm EVAC speakers, breakglass pull stations and all associated testing and verification within the Tenant's space, if required by code. Fire alarm EVAC speakers, breakglass pull stations and other related fire alarm system work required by the Tenant must be carried out by the CDA's contractor at the Tenant's expense.
 - 5 All materials shall be new, CSA approved or equivalent and shall be of a standard not less than the CDA's base building.
 - 6 All wiring shall be copper. Branch wiring shall be minimum #12 gauge solid (stranded for #8 or larger). All wiring must be installed in conduit. BX cable may be used in ceiling for drops

(maximum 3 meters) from the junction boxes to the light fixtures. Daisy chaining with BX wires between light fixtures is not permitted.

- 7 The Tenant must provide balanced electrical load in all three phases of the distribution system to within 5%.
- 8 Exhaust fans and make-up air units if required by the Tenant must be interlocked and interfaced with the base building fire alarm system by CDA's contractor under contract with Tenant, at the Tenant's expense.
- 9 All life safety devices within the Premises to be in accordance with code.
- 10 All equipment and light fixtures shall be energy efficient.

10 Lighting Criteria

- 1 A variety of Tenant types are created by the merchandising mix, therefore a multiplicity of lighting designs to suit various uses may be employed.
- 2 In order to keep the Tenants' electrical and AC loads within their allowable loads, Tenants are encouraged to use low voltage lighting and other energy efficient fixtures.
- 3 Stores with merchandise display, either freestanding or in a display window shall observe and/ or incorporate the following:
 - 1 Within the Premises, if floor lamps are used, Tenant must shield these fixtures with a baffle designed to shield the lamps from the Concourse at an eye level height of 5'-6", unless otherwise approved by the CDA. The CDA reserves the right to adjust such baffles after installation is complete.
 - 2 For other merchandising uses, such as cafes, bars and/or other uses that require a specific mood type lighting to create the desired atmosphere, approval of the design concept and fixtures must be obtained from the CDA.
 - 3 Where tenancies are open to above, low voltage lighting will be required.
 - 4 Architectural neon may be permitted within the Premises subject to the CDA's approval. Exposed neon tubing shall be kept off the floor to a minimum of 8'-0," or otherwise out of reach of the general public.

10.4 The following types of lighting will not be accepted as part of any Tenant's design for the Premises.

- 1 Fluorescent lighting within the storefront.
- 2 Exposed tube fluorescent or H.I.D. lamps in any other public or retail area.
- 3 Incandescent lighting except as per paragraph 10.3.3 above.
- 4 Sodium or mercury vapor lamps of any type.

10.5 Tenant lighting may be installed inside the Premises only, except for signage lighting as approved by the CDA.

10.6 ^ The Tenant shall be responsible for the installation and connection of all exit lights in accordance with code requirements. All exit lights shall match the building standard specification.

10.7 Except as indicated above, the Tenant shall provide:

- 1 All lighting fixtures, lamps and related equipment.
- 2 All emergency lighting and additional exit lights required by the Tenant's design.

11 Acoustics

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- 1 In-line stores having loudspeakers for the purpose of providing quiet background music for their patrons' enjoyment shall take precautions to ensure that any sound or vibration is not transmitted to adjoining tenancies, including those above or below. Acoustic baffling may be required in partitions and ceiling, or the speakers themselves will have to be housed in sound-attenuating enclosures. Loudspeaker systems shall not interfere with building public safety public address announcements. Sound systems are not permitted at kiosk locations.
- 2 Locations and output directions of loudspeakers located within Tenant's premises shall be shown on the Tenant's drawings. Sound systems are not allowed at kiosk locations.
- 3 Tenancies that generate loud noises shall provide, at their expense, acoustic insulation full height in all demising walls to the roof deck above with a rated construction of STC 55 or better.
- 4 All Tenant sound systems shall be interlocked with the base building fire alarm system to terminate operation upon a signal from the fire alarm. Work to be carried out by the CDA's forces at the Tenants expense.

12 Exhaust and Odors

- 1 The location of any exhaust system shall be subject to CDA approval.
 - 2 Objectionable odors will be exhausted in such a manner as to prevent their release into the Building, or short circuiting into any fresh air vents.
 - 3 Food service Tenants and restaurants shall provide all necessary kitchen exhaust ducts, exhaust hoods, make-up air and kitchen equipment in accordance with the Lease. All kitchen exhaust systems shall conform to the latest NFPA standards. Roof penetrations shall be done by the Tenant under CDA supervision.
 - 4 Where exhaust is required by the Tenant, additional make-up air, if required, shall be provided by the Tenant at the Tenant's expense.
- 12.5 There will be no exhausting permitted from the freestanding island kiosks.
- 12.6 Tenant's air handling equipment may not, under any circumstances, exhaust air into the building's interior space and may not draw air from the building's environment.

13 Tenant Signage Criteria

- 13.1 Tenants shall have identification signs designed in a manner compatible with and complementary to adjacent and facing storefronts and the overall design concept of the terminal. Tenants are encouraged

to have signs designed as an integral part of the storefront design with letter size and location appropriately scaled and proportioned to the overall storefront design. The CDA has developed a wall bracket mounted blade sign design which shall be used in addition to other CDA

approved Tenant signage. All store identification designs and following elements shall be subject to the CDA's approval.

- 2 AH signs and logos must conform to the CDA's Design Criteria and shall receive written approval from the CDA prior to fabrication and City of Chicago Signage permits prior to installation.
- 3 Any non-illuminated signs proposed for the Tenant's storefront must be of a high quality. Formed plastic letters and simple painted signs will not be allowed.
- 4 The Tenant is to use non-illuminated graphics on any glass or solid panels in gold leaf, pressure sensitive vinyl or other method subject to the CDA's approval.
- 5 No exposed conduit, tubing, raceways, ballasts, transformers or other equipment shall be permitted.
- 6 Any Tenant having a corner storefront, with one or more elevations, may request incorporation of one main sign per elevation.
- 7 Signage on the exterior of the Building will not be allowed.
- 8 Labels or other identification (including sign manufacturer's label) are not permitted on the exposed surface of signs, except those required by code. Such labels or other identification shall be in an inconspicuous location.
- 9 Edge or back lighted translucent signs shall not produce a visible brightness/luminance, which exceeds 200 footlamberts.
- 10 Illuminated letters (channel letters, neon, etc.) shall not produce a visible brightness/luminance which exceeds 250 footlamberts.
- 11 The Tenant must provide access from within Premises for the servicing of sign components (except for the blade sign).
- 12 The installation of all Tenant storefront signs shall be conducted in accordance with the CDA's sign criteria, whether during initial store construction or as a sign replacement during the term of the License.
- 13 Electrical service for lighting associated with Tenants signs shall come from the Tenant's electrical panel.
- 14 Illuminated or non-illuminated signs comprising the main Tenant signage are limited to the following types. Text is limited to individual letters only:
 - 1 Plastic face, metal return.
 - 2 Metal face, metal return with raised or etched letters and/ or logo.
 - 3 Glass:
 - » Painted, silk-screened, etched to surface of glass
 - » Raised or etched letters and/or logo applied to glass-metallic finish (i.e. brass bronze, copper, stainless steel)

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- o Raised or etched letters and/ or logo applied to glass - solid color letters (i.e., lacquered)
 - 4 Metal channel with back lighting.
 - 5 Engraved or etched in approved stone.
 - 6 Wood carved, routed, laser cut, painted with raised or etched letters and/or logo.
 - 7 Artisan's plaque (bronze, copper, stainless steel, wood with CDA approved finish).
- 15 Permanent signs of any type or registered trademark other than those owned by the Tenant will not be permitted on the Tenant's storefront.
- 16 Decals for credit cards and hours of operation are permitted, provided the area occupied by the decals does not exceed a single location of 12" x 12" as designated on the final design submission.
- 13.17 "Box" signs or "suitcase" signs are not permitted.
- 18 Moving signs or moving lights shall not be permitted. No advertising slogans shall be permitted. The CDA reserves the right to require the removal of any store advertising, displays, or decorating that in its sole opinion is offensive, distasteful, or in any way in conflict with the best interest of the terminal environment or the Lease.
- 19 Freestanding "lollipop" signs are not permitted outside of the lease area without the written authorization of the CDA.
- 20 Permitted Locations:
 - 1 Within the storefront opening and behind the lease line.
 - 2 Blade sign by Tenant on an armature by CDA. Blade signage shall be limited to one location on the storefront except as follows:
 - o Any Tenant having a corner storefront, with one or more elevations, may request incorporation of one blade sign per elevation.
 - o Any Tenant whose storefront occupies 3 or more structural bays may have an additional blade sign in every second bay. (i.e. 3rd, 5th, 7^l, etc.)
 - 3 On the bulkhead in specific designated locations.
- 13.21 Blade Sign Design Criteria:
 - 1 Blade signs must conform to the sign criteria previously set out in article 13 of this Section.
 - 2 Signs shall be secured to the common armature designed for the terminal.

Sign blades must be professionally designed and fabricated. Design shall be complete prior to tender. Design-build signage arrangements will not be accepted.

14 Menu Board Criteria (Food and Beverage Units)

- 1 All menu boards must be professionally designed and fabricated, and subject to the CDA's prior approval. The CDA encourages the display of ready to serve foods at the serving counter. Under no circumstances will the Tenant be permitted to display other signs, advertising or displays such as are often made available from food or beverage suppliers. Advertisements for the beverage companies shall not be incorporated into the menu boards. Any intended food and beverage advertising for the Tenant's suppliers must be approved in writing by the CDA.
- 2 Menu boards shall be externally illuminated. Backlit or internally illuminated menu boards will not be permitted except for photographs of food items and/or digital electronic signs.
- 3 All permanent information must be painted, silk-screened, etched, or applied to:
 - o Metal - neutral, painted or anodized.
 - o Wood - natural or painted.
 - o Plastic laminate.
 - o Glass - clear, translucent or painted.
- 4 Changeable information may be displayed using chalk boards, professionally produced vinyl, die-cut numerals or letters, etc.
- 5 Changeable Menu Boards available through food and beverage advertising product suppliers are prohibited and may not be used.
- 6 Menu Board selections and detailing will be reviewed by the CDA on an individual basis.
- 7 The Tenant must submit Menu Board design for the CDA review and approval.

15 Waste Handling

- 15.1.1 Garbage compaction and/or refrigeration equipment must be installed in the Premises by the Tenant if perishable items are handled or if required by applicable governing laws, codes, and/or regulations.
- 15.2 Tenants in Terminal 1 are required to allow for the standard trash container used by CDA Waste Management. Final design submissions must indicate the location of, and access to, the container, within the leased area.

16 Seismic Restraint

The Tenant shall be responsible for the store design to conform to the seismic restraint requirements in the

latest applicable building codes and shall suitably restrain all architectural, electrical and mechanical components in accordance with such regulations.

SECTION 5000 BARRIER FREE DESIGN REQUIREMENTS

1 General

- 1 As a part of this manual, standards for barrier free design have been included. It will be every Tenant's responsibility to ensure that its store designs conform to current code requirements for barrier free access as laid out in the Chicago Building Code, Chicago Municipal Code, the American Disabilities Act and the Illinois Accessibility Code. This section in no way is meant to replace applicable barrier free codes and / or legislation and if there is a conflict, the more stringent requirement should be followed.
- 2 The CDA has made a commitment to persons with disabilities. The design and construction of the Tenant's installation and fit-out, including communications services, choice of finishes, furniture selection, as well as the overall management approach will be reviewed specifically to ensure that people with disabilities will have full use of facilities. More than just a social commitment, the CDA has recognized that as our society ages and as people with disabilities become more and more integrated into the activities of normal daily living, facilities such as this terminal will need to support people of all abilities as a practical reality. Accessible design will also allow the Tenants to benefit from an increase in the number of special needs travelers. By example, more than 80% of the vacation-traveling public are older adults that will benefit from a barrier free approach and one of six people in North America has a disability. The CDA recognizes that persons with disabilities represent a rapidly growing and largely untapped market force in our economy and that they will play a large part in the activities at the terminal.
- 3 The CDA intends to promote the accessibility aspects of its facilities, and encourage persons with disabilities to use its services; maintaining good access for persons with disabilities within each Premise is required. Following are guidelines for providing a barrier free environment in your Premises.

2 Tenant Access Recommendations

2.1 Retail Areas

- 1 Power doors, or at least low resistance doors where doors are used.
- 2 Minimum aisle widths should be 36", and aisles kept clear of displays.
- 3 Displays should be generally kept at eye level.
- 4 Counters shall have low sections or cutouts to accommodate wheelchair users, on both the public side and the working or operating side.
- 5 Informational signage should be high contrast lettering generally mounted at eye level.

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2.1.6 Floor surfaces should be slip resistance.

2.2 Lounges

- 1 Bars should have lowered section for wheelchair users and/or people unable to use high stools.
- 2 Small tables need a minimum clearance of 30" under the table and a diameter of approximately 24" to be accessible to persons with disabilities.

2.1.7 Disability Awareness Training is recommended for lounge servers and greeters.

2.3 Restaurants/Lounges

Specific recommendations will depend on the exact nature of the restaurant and its decor. However what follow are basic "rules of thumb" for restaurant design as it relates to persons with disabilities:

- 1 Menus (approximately five) are to be provided in alternate formats: large print, Braille and/or audiotape, for persons with low vision or blindness. Where possible, wall mounted menu boards should be at a convenient height for wheelchair users and be well lit with spot lights from track lighting or lit from behind.
- 2 Seating for persons with disabilities should be dispersed throughout the restaurant. Fixed seating such as booths are generally difficult for people with poor mobility, older adults and are inaccessible for wheelchair users. If booths are integral to the design concept, additional moveable seating shall be incorporated, as well as wider aisles to allow wheelchair users and persons using the seating to sit at the table.
- 3 Clear, well-lit directional signage (indicating washrooms, etc.) shall be placed at the entrance.
- 4 Chairs should be light and easy to reposition;
- 5 Seat height should be 18" from the floor, approximately 17" deep x 17" wide, and some chairs should have armrests.
- 6 Supports or cross bracing may not interfere with kickspace under the chair.
- 7 An aisle width of 36" minimum needs to be maintained to allow wheelchair access.
- 8 To accommodate wheelchairs, a minimum clearance of 30" under tables and 30" between legs is important. Tabletops should be a minimum 36" x 30", with any sharp square corners rounded off.
- 9 Comer legs on tables are preferred, however if round tables with center posts are used for dining, the minimum diameter of these tables should be 48".
- 10 In consideration of older adults and others with limited strength and/or poor dexterity, tableware and accessories should be selected that is easy to use, or be available on request, e.g. flatware with larger diameter handles, four

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pronged forks - not three prong, glasses and cups should have broad stable bases, glasses with pattern or texture are easier to grip, etc.

- 11 Drinking straws should be available on request.
- 12 Pre-packaged condiments are difficult for people with poor dexterity. Alternatives should be available on request.
- 13 To serve wheelchair users, people with walkers, or people with balance and/or agility difficulties, self serve areas require a counter for trays that is 33" from the floor, 30" wide, provides knee space under the counter and be continuous from entrance to cashier.
- 14 To be within reach for wheelchair users, people with limited range of motion and others, food on shelves should be no higher than 54", and placed no further than 20" from edge of the counter. Duplicate items may be placed to suit designer's choice.
- 15 Disability Awareness Training is recommended for restaurant servers and greeters.

SECTION 6000 CONSTRUCTION REGULATIONS

1 Pre-construction Requirements

Following the design approval process there are several mandatory requirements prior to commencement of construction. These requirements are listed below.

1.1 Pre-Construction Meeting

A pre-construction meeting must be scheduled through CDA or its designated representative. Those present at this meeting should be the Tenant, the Tenant's contractor and job site superintendent, CDA staff and/or its designated representatives, and the airline representative. Airport procedures, rules and regulations for construction will be reviewed. In addition, any logistical items will be reviewed (security, delivery, trash removal, etc.) The 24 hour phone or pager numbers of the Tenant's representatives shall be provided to CDA. A joint inspection of the premises will form part of this

meeting. The following submissions shall be made at the pre-construction meeting;

- 1 One copy of the applicable City of Chicago Building Permit.
- 2 One copy of the approved drawings, stamped by the City of Chicago, Department of Buildings.
- 3 Two copies of Insurance Certificates in compliance with the requirements of the Lease. An insurance certificate must be submitted for each space with the space noted on the certificate. Additional insureds include the Tenant and any of its representatives, the City of Chicago Department of Aviation, Commissioner Rosemarie Andolino, and other representatives or consultants as required by specific projects, including;
 - o Unison Retail Management and its consultants
 - Globetrotters International Inc.
- 4 A list of proposed subcontractors, indicating those firms which are a Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE") and the sub-contract amounts.
- 5 A copy of OSHA 30 hour certification and CPR certification.
- 6 A construction schedule and plan that includes all activities required to complete the work. The submission shall include plans for any special provisions required to protect existing conditions and to coordinate the work with CDA and/or its designated representatives, airlines, tenants, or other contractors performing work at the airport. If the CDA and/or its representative identify any problems with regards to the schedule or

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construction plan, they will notify the Tenant. Failure to notify the Tenant of a potential scheduling or operations problem does not relieve the Tenant and its contractor of their responsibility. It is the Tenant's responsibility to notify the CDA and/or its designated representatives of any change in this schedule.

1.2 Identification Badging

Contractor's badges will be valid only for the duration of the assigned project. All construction personnel must either be badged or accompanied by someone with escort privileges. The only people with escort privileges are those with green badges with an "E" designator, and those with blue badges. No one is allowed on the airfield at any time unless wearing the proper green badge or accompanied by a person with escort privileges.

Requests for escort privileges are processed and approved by Unison and the ID Badging Office based on TSA guidelines and regulations and City ordinances and regulations. Escort privileges are granted only to those who must bring unbadged personnel or vendors to a secured area in order to conduct company business. Individuals performing escort duties must remain in close proximity to the person being escorted. An individual performing escort duties may not escort more people than he or she can continuously control, monitor, and respond to while maintaining direct oral communications. Any persons issued, but not in physical possession of their badges, shall not under any circumstances be escorted into any portion of a secured area.

Construction personnel working between 10 p.m. and 5 a.m. must either be badged or be accompanied by someone with a badge at all times. No one is allowed on the airfield at any time unless wearing the proper green badge or accompanied by a green badged person at all times. Questions

regarding badging requirements for construction personnel can be directed to Unison Retail Management at 773-894-3900. The procedures for ID Badging concessionaires' contractors are as follows:

- 1 The concessionaire will be required to provide a letter to Unison, advising of the general contractor who will be requiring badging and the period of time anticipated to complete the project. The contractor is not permitted to perform work for any company other than the company that has sent an authorization letter to Unison.
- 2 The contractor company must complete the Employer Information and Authorization form. This form must be signed by a president, owner, or senior executive officer of the company and will authorize an individual(s) to sign all employee badge forms as the company signatory.
 - 1.2.3 The contractor company will assign a signatory to be responsible for all regulations that link their company and the ID Badging and Access Control System. This person(s) will be designated to represent the company in all matters pertaining to ID Badging and access control, including signing the ID Badge applications.

- 4 Construction personnel requiring a badge must complete an Access Control and Photo ID Badge Application, which is approved by the authorized signatory and returned to Unison, along with supporting documentation proving citizenship or alien residence for approval.
- 5 Once the Access Control Photo ID Badge Application is complete and appropriately signed, the contractor's designated signatory or manager must fax the four-page document to the ID Badging Office to obtain a badge number. If the employee was ever issued an Airport ID badge, the signatory may ask the ID Badging Office to reassign that employee's previous badge number to the employee. If the employee was recently badged and his or her badge was terminated less than 30 days previously or if he or she is badged at Midway Airport, the employee does not need to be fingerprinted.
- 6 Based on an evaluation of the application and the results of a fingerprint-based Criminal History Records Check and Security Threat Assessment by TSA, the ID Badging Office will decide whether to issue a badge.
- 7 After the contractor receives notice that an employee may obtain a badge, the employee may then report to the ID Badging Office to receive his or her badge.
- 8 If an individual will be driving on the airfield, a driving test will be required. To apply for authorization of a vehicle allowing access to the airfield, complete the Concessionaire Vehicle Access Form - AIRFIELD. This must be delivered to the Unison Office for signature, and processed by the ID Badging Office. The liability insurance requirements for airfield access is \$5,000,000.
- 9 Upon termination of an employee, the contractor will be responsible for completing the required termination paperwork and collecting and returning the ID badges to the Compliance Office. The contractor must make every effort to collect the badge, complete the required termination forms, and submit the paperwork and badge to the Compliance Division of ID Badging within 24 hours of termination of the employee. Please note that the City may impose substantial fines on a contractor if badges are not promptly returned. These fines increase daily, as each day that a badge is not returned is considered a separate violation.

1.3 Notice To Airport Users Form

Complete User Form (see Exhibit F), including an attached barricade sketch, if required. This form must be submitted to the CDA Chief Engineer, one week prior to commencement of the work. The signed document must be submitted to CDA before noon on Thursdays for review and approval. CDA will notify the contractor of approval or disapproval.

1.4 Safety required documents

- > Minimum of 3 years verifiable construction project safety experience.

- o OSHA 30 Hour Course Certification.
- o Current First Aid / CPR Certification.
- o Onsite 100 % of time when work is in progress. 2nd Shift means at least two Safety Representatives. This includes weekend work.
- o Safety Representative "Credentials" are to be submitted for review prior to the start of the job.

2 Construction Rules and Regulations

2.1 General

- 1 All work at the Airport shall be performed by skilled workers using new material, to the highest standards of construction practice. All workmanship by the Tenant shall be to the satisfaction of the CDA.
- 2 The CDA will make available to the Tenant, at designated locations construction electrical power, water and sanitary facilities.
- 3 The Tenant will have access to the Concourse during the construction period only as specifically identified on the Tenant's proposed materials handling plan, as agreed by the CDA. Deliveries of materials are restricted to the hours of 10:00 p.m. to 5:00 a.m. Materials shall not be stored outside the limits of the Tenants Temporary Construction Barricade. Refer to paragraph 2.9 of this Section.
- 4 Access arrangements for the delivery of construction and other building materials must be approved and coordinated with the CDA's base building contractor and /or Tenant Manager.
- 5 All construction projects in the terminals must be physically screened from the public at all times. See Exhibit C for specifications on barricade wall and signage. If there is existing storefront at a space and a temporary barricade is not required, the tenant may propose a method of screening public view to the space which is acceptable to the CDA.
- 6 Airport rules and regulations are established to promote safe and timely completed projects with minimal disruption to airport operations. In the interest of the airport the CDA reserves the right, at its sole discretion, to modify, delete, add or alter these procedures and requirements as needed from time to time.

2 Labor Affiliations

Tenants shall confirm the current Airport labor agreement requirements with the CDA during the design phase and arrange all construction contracts to be compatible.

3 Hours of Construction

Unless directed otherwise construction activities must take place between 10:00 p.m. and 5:00 a.m. Depending on the specific circumstances, some activities may take place during regular working hours at the CDA's sole discretion. Such specific construction activities will be reviewed during the pre-construction meeting. Generally, work that must be done at night includes work involving noise and odor, deliveries and debris removal, system shut downs, and any other work which may affect the public and normal hour airport operations. The Tenant is expected to be responsible for coordinating activities which may affect others operating at the airport. In the event that special airport staff are required for a tenant activity such as security, supervision, etc., the contractor may be required to pay for these costs.

4 Security Regulations

The Tenant and its contractors are solely responsible for the security of the worksite. CDA is not responsible for damage to the contractors work or loss of property. It is imperative that all airport security rules and regulations be adhered to. The construction company may be required to pay for CDA security personnel if doors are left open during deliveries or debris removal. All construction personnel requiring access to the airfield must be properly badged.

5 Project Health and Safety

- 1 The Tenant and its contractors have sole and complete responsibility for safety on the project. The Tenant shall designate a Safety Representative during the entire construction period whose responsibilities are limited to safety related functions. Responsibilities are to be solely limited to safety related functions but with prior CDA Safety approval dual roles such as Safety Representative and Supervisor are allowed to exist. The Tenant and its contractors shall comply with all health and safety requirements or standards in effect under the Federal, OSHA, State of Illinois, City of Chicago, and Airport Standards and as set forth in the latest edition of the City of Chicago, Department of Aviation, General Conditions, Part Two. For more detail on Contractor Responsibilities, refer to Exhibit M of this document.
- 2 Fire protection shall comply with all fire regulations in effect under Federal, OSHA, EPA, State of Illinois, City of Chicago, and Airport Standards.
- 3 The Tenant and contractors shall, at all times, conduct the work in such a manner as to insure the least obstruction to the public, including vehicular and pedestrian traffic. If the CDA or its designated representative determines that any type of operation constitutes a nuisance, the contractor shall, immediately proceed to conduct its operations in an approved manner. Contingent on CDA approval, if a contractor causes any part of a street to be obstructed or closed to traffic, the contractor shall provide, erect, and maintain at its own cost and expense all of the approved barricades, signs, lights, and reflectors necessary to provide safe and convenient public travel. The contractor shall also provide, at its expense, any flagmen that may be

required for warning and directing traffic. The CDA may at any time require additional provisions if such are deemed necessary for public safety or convenience. The contractor will be held responsible for all damage or injury, even though barricades, signs, lights, reflectors and flagmen are furnished as herein specified.

6 Elevator Usage

The use of elevators shall be coordinated with CDA and the airlines. The Tenant and/or its contractors shall not utilize elevators unless specific approval has been authorized. During any approved use of elevators the tenant and its contractors must provide proper protection of all surfaces and elements within the elevators. Any damage done will be repaired at the Tenant's expense.

7 Monitoring of Construction Projects

The CDA staff and its designated representative will monitor the construction project on a regular basis. They shall have the right to inspect the contractor's work during normal working hours or at any other time deemed necessary. The Tenant and its contractors will be required to attend a weekly progress meeting with the CDA or its designated representative. Included in the progress meeting is a review of the schedule, plans and specifications being used in the project, coordination with CDA or airlines, and any other issues which must be resolved, including issues which may have an impact on airport maintenance and/or operations.

8 Construction Site Maintenance

All construction sites must be kept in a broom clean and organized manner at all times. At no time may materials be stored in the public areas. All surfaces must be free of dust and dirt at all times. Debris must be kept within the construction site, removed on a timely basis and legally disposed of as set forth by Federal, Environmental Protection Agency, City and State standards and/or ordinances. Under no circumstances will any dumping be allowed on Airport property.

9 Delivery of Materials/ Debris Removal

All deliveries and debris removal are the responsibility of the contractor and must be coordinated with CDA and the airlines. Typically, these activities occur during the night hours from 10 p.m. to 5 a.m. and may require the contractor to work with the CDA to provide security for these tasks. Airport dumpsters may not be used for trash/debris disposal. At its sole discretion, the CDA may allow dumpsters to be placed near the construction site on the airfield in assigned areas. With prior CDA agreement dumpsters may be placed on the roadfront during the hours of 11:00 p.m. through 4:30 a.m. only. These issues shall be reviewed at the pre-construction meeting. If wheeled carts are utilized, they must be of the rubber wheeled type. All debris removal must be legally disposed of as set forth by Federal, Environmental Protection Agency, City and State standards and/or ordinances. Under no circumstances will any dumping be allowed on Airport property.

10 Project Coordination

It is the express obligation and duty of the Tenant to coordinate its contractors through cooperating and communicating with any CDA staff and/or its designated representatives, airlines, tenants, or other contractors performing work at the airport. The Tenant and its contractors shall not impede, hinder, or delay any of the aforementioned parties in the performance of their work and shall remain solely and exclusively responsible for any damages or costs incurred as a result of any hindrance or delay.

11 Parking for Construction Workers

There is no special parking available for construction workers. Parking is available in any of the airport parking lots at the published rates. Vehicles with airfield access may only park in areas on the airfield as assigned during the pre-construction meeting.

12 Storage of Materials

All materials must be stored within the construction site or in areas prescribed at the pre-construction meeting. The Tenant and its contractors are responsible to ensure all materials are properly packed and shipped so as to prevent any injuries to persons and prevent any damage occurring to existing surfaces, elements and structures either while in transit or held in storage. Upon completion of the work, storage sites and working areas shall be cleaned and restored to their original condition by the Tenant and its contractors at their own expense. Unless specifically authorized, materials shall not be held or stored outside the construction site, for example in corridors, public areas or areas being used by others. No hazardous materials may be stored on site.

13 Protection of Existing Conditions

It is the responsibility of the Tenant and its contractors to take all precautions to provide proper protection of all existing conditions. The Tenant and its contractors shall pay for any and all damages incurred as a result of their work. If the Tenant and/or its contractors' operations cause any damage, interference, or inconvenience to work being carried out under any other contract, the Tenant and/or its contractors shall restore, replace, rectify, or otherwise make good any damage to the satisfaction of the CDA and/or its designated representatives. If the Tenant or its contractors fail to comply with this provision, the work will be done by others at the expense of the Tenant. If, due to the nature of a repair, the CDA determines a specific entity must complete the work in order to match the existing, the CDA shall so designate this requirement and the method to complete the work.

14 Compliance with Environmental Laws

The Tenant shall at all times observe and comply, and shall cause its consultants, contractors and subcontractors to observe and comply with all laws relating to environmental matters as set forth in the latest edition of the City of Chicago,

O'Hare International Airport and Midway International Airport Concessions Tenant Design and Construction Procedures Manual

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Department of Aviation, General Conditions, Part Two. More specifically, compliance shall be as set forth including, but not limited to, the General Conditions, Part Two, Article XIV, Paragraphs C, Compliance with Environmental Laws, D, Environmental Permits, E, Disposal of Materials, Construction Debris, Soil and Waste, F, Equipment and Environmental Control During Transport, G, Environmental Records and Reports, H, Ultimate Disposal Site, and I, Open Dumping Prohibited.

15 Compliance with all laws

The Tenant shall at all times observe and comply, and shall cause its consultants, contractors and subcontractors to observe and comply with all applicable federal, state, and local laws, ordinances, rules, regulations, executive and administrative orders, now existing or hereinafter in effect, which may in any manner affect the performance of the contract, and as set forth in the latest edition of the City of Chicago, Department of Aviation, General Conditions, Part Two. Provision(s) required by law, ordinance, rules, regulations, or executive orders to be inserted in this Manual shall be deemed inserted, whether or not they appear in this Manual, or, upon application by either party, this Manual shall forthwith be physically amended to physically make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of such provision(s) or this contract.

16 Welding

No welding, flame cutting, or other operations involving the use of flame, arcs, or sparking devices will be allowed without adequate protection, subject to prior approval by CDA or its designated representative. The contractor obtains approval through the normal Notice to User form process as described below in Paragraph 2.17. In addition, the contractor is required to attach a completed welding form (see Exhibit H, Hot Work Permit), to the Notice to Users form. All combustible or flammable material shall be removed from immediate working area prior to welding. If removal is impossible, all flammable or combustible materials shall be protected with a fire blanket or suitable non-combustible shield to prevent sparks, flames or hot metal from reaching flammable or combustible materials. The contractor shall provide necessary personnel and equipment to control incipient fires resulting from welding, flame cutting, or other sources involving use of flame, arcs, or sparking devices. All welders must be certified within the last eighteen months. The contractor is responsible to obtain any special permits required. The Tenant and its contractors shall comply with all health and safety requirements or standards in effect under the Federal, OSHA, State of Illinois, City of Chicago, Airport Standards, Factory Mutual Engineering Hot Work Permit, and as set forth in the latest edition of the City of Chicago, Department of Aviation, General Conditions, Part Two.

17 Roof Work

All Tenant work involving the roof, including openings through the roof and mounting equipment upon the roof, shall first have the written approval of the

CDA. All work shall be performed by the Tenant at its expense under CDA supervision. All rooftop equipment shall be painted to match the color of the CDA's equipment.

18 Notice to Users Forms

During the construction or remodeling period, when the contractor plans to schedule any delivery, debris removal, or any other construction activity that may affect normal operations of the CDA, airlines, adjacent tenants, or the public, the contractor must submit a Notice to User form. This is the same form as described above (Exhibit F) and must be completed and submitted to the CDA representative. If a major delivery is scheduled and the delivery truck must park on the roadfront, a sketch should be attached indicating the proposed location of the truck. The size and weight of the truck should be included on the form. This same type of information is required to request parking a dumpster. If a mechanical, electrical or other system must be shut down to coordinate the tenant's work, the contractor should review the work with the CDA building engineer for the specific terminal or concourse. In addition, the work must be reviewed by the airline representative of the affected area, and that airline representative must sign the Notice to User form. As stated above, these forms will be reviewed weekly. CDA will notify the contractor of approval or disapproval. CDA will contact the contractor to pick up a copy of the approved User form which should be available during the work for proof of authorization.

19 Plan Modifications

Once the CDA issues a final contract document approval, any change must be submitted in writing to the CDA or its designated representative for approval prior to proceeding with the change. This documentation must explain the reason for the requested change and be supported by adequate and appropriate information or drawings, as required. The Tenant should allow 10 days for a response from the CDA. Direction by the City of Chicago, Department of Buildings to make a change in the drawings does not constitute approval by CDA. It is the Tenant's responsibility to notify and obtain CDA's

approval or concurrence with any such directives or changes. If changes are made without CDA approval, the Tenant may be required at its own expense to modify the work to conform to the approved drawings. If these modifications are not completed, they will be subject to correction through the Punch List process.

20 Project Close out Requirements

2.20.1 When the Tenant determines that the space is substantially complete and ready for an inspection, the Tenant shall notify the CDA or its designated representative in writing, a minimum of 48 hours prior to the requested inspection. Such request shall be accompanied by the mandatory submissions outlined in Article 4, Section 2000 of this manual. The CDA or its designated representative will schedule the inspection with all appropriate CDA and airline staff, will review the improvements, and will prepare a Punch List of deficiencies.

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- 2 If the CDA determines that the space is substantially complete and may open, a verbal approval is given that day to the Tenant. Punch List items which are prerequisites to opening the store shall be completed and reviewed again with the CDA representative prior to opening. Failure to complete these items prior to opening will cause the premises to be closed until the remedial work is completed to the satisfaction of the CDA in its sole discretion.
- 3 Following the inspection, a "Draft" of the Punch List will be issued to CDA, airlines, and the Tenant. Following the review of the "Draft" by all parties, the corrected Punch List will be issued with a written authorization to open the store.
- 4 When the Tenant has completed all Punch List items, the Tenant shall request a reinspection of the space. The CDA or its designated representative shall schedule this reinspection.
- 5 The Tenant is required to complete all items on the Punch List within 30 days. The Punch List is deemed to include all items described by Article 3.5, Section 3000 of this manual, whether listed or not. If the Tenant, its consultants or contractors fail to complete Punch List items within 30 days, the Tenant shall be subject to a penalty in the amount of \$200 for each incomplete Punch List item, per day. If all Punch List items are not completed within 60 days of opening, the CDA reserves the right, at its sole discretion, to either;
 - o Complete the work at its cost and back charge the Tenant, or « Close the Premises until all outstanding items are completed.

EXHIBIT 5 ADVERTISING PLAN

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EXHIBIT 6
AIRPORT CONCESSIONS PROGRAM HANDBOOK
EXHIBIT 6

AIRPORT CONCESSIONS PROGRAM
HANDBOOK

CITY OF CHICAGO DEPARTMENT OF AVIATION
EXHIBIT 6

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Airport Concessions Program Handbook

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INTRODUCTION:

The City of Chicago ("City") and the Chicago Department of Aviation ("CDA") welcome you to the family of concessionaires operating at the City's airports. Your concession represents an excellent business and professional opportunity to serve the traveling public as well as operate a profitable enterprise. In order to ensure quality and uniformity among all concessions, we have designed a Concessions Program that is outlined in this handbook, it is important that you review and adhere to these standards as they will serve as tools for the successful operation of your concession.

THE CONCESSIONS PROGRAM:

The CDA's Airport Concessions Program serves as the primary resource to meet the needs of the traveling public with regard to the provision of quality, reasonably-priced goods and services at Chicago's airports. To this end, CDA is further responsible for the outreach, selection, coordination and monitoring of concessionaires. In order to fulfill these responsibilities, CDA has several functional units that, as part of their overall duties, operate as liaisons to prospective and existing concessionaires. The primary units and their concession-related functions are as follows:

CDA UNIT

Commissioner's Office

FUNCTIONS Policy generation and resolution.

Managing Deputy Commissioner

Overall coordination of revenue, finance, bonding, insurance, property management and concessions functions/issues including merchandising plans, outreach, proposal generation and evaluation, contract negotiation, and overall coordination and processing.

Assistant Commissioner

Concession Management Representative ("CMR")

Planning/Coordinating Architects

Finance/Revenue Security

Assist in overseeing Concessions, the monitoring program and general airport guidelines.

Entity retained by the CDA to assist in overseeing Concessions, including construction of Improvements at the airport.

Plan and design review; construction coordination and monitoring.

Financial reporting, review and auditing.

Coordination of security identification and other related issues.

Airport Concessions Program Handbook

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THE MONITORING PROGRAM:

The Monitoring Program is designed to provide a process to ensure that concessions operating in the Airports comply with the ordinances and policies of the City, provisions of their respective Lease Agreements and specific airport guidelines as established by the CDA. The primary areas that will be reviewed include financial commitments, maintenance of concession space(s), licensing (where required), and overall adherence to the provisions of the Lease Agreement.

The intent of the Monitoring Program is to benefit the traveling public and other airport visitors, concessionaires and the City.

THE PRE-MONITORING PROCESS:

After a prospective concession is selected by CDA there are five stages that precede the commencement of the Monitoring Program.

STAGE 1 - CITY COUNCIL APPROVAL

Upon completing lease negotiations with the concessionaire, CDA forwards the lease agreement ("Agreement"), signed by the Tenant, to the City's Law Department. After the Law Department's review of the form and legality of the proposed concession agreement, the proposed tenant is introduced to the full City Council. City Council sends the Agreement to the Aviation Committee for review. The Aviation Committee approves, rejects or requests further information. Once approved by the Aviation Committee, the recommendation is forwarded to the full City Council for final approval. In most cases, recommendations submitted to the full Council by Committee are ratified, usually at the next meeting. This approval is documented in the "Journal of Proceedings." The documented approval and contract are then forwarded to the Mayor and other pertinent City departments for execution.

STAGE 2 - LEASE AGREEMENT

The Lease Agreement outlines a concessionaire's contractual relationship with the City. It delineates the responsibilities, expectations and the requirements of both parties, financial and non-financial.

During negotiation of the terms of the agreement, you will have cause to interact with individuals from the CDA and the CMR Office. The Managing Deputy Commissioner of Concessions will oversee the processing of the Lease Agreement as well the Monitoring Program.

Airport Concessions Program Handbook

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STAGE 3 - DESIGN APPROVAL

All concessionaires must submit a conceptual, schematic drawing which shows the general design of the unit. The Planning and Architecture departments will review the concept, and if the approval is given, a letter will be sent giving conceptual approval and requesting 100% architectural drawings including a complete materials board, plans and specifications so the plans meet the CDA requirements and aesthetic appeal. Upon providing approval of the 100% plans, Architecture will send a letter to the concessionaire giving authority to apply to the City Buildings Department for building permits. In no case may construction begin prior to the receipt of this approval. The Planning Unit will also monitor construction in progress.

STAGE 4 - PRE-CONSTRUCTION APPROVAL

Prior to construction, each concession will meet with the CMR for the purpose of providing the concessionaire with general airport construction guidelines. Examples of these guidelines are locations and times for pick-ups, deliveries, refuse disposal, elevator usage, and badging.

Following the operations meeting, the CMR will schedule a pre-construction meeting with CDA. Prior to the meeting, the General Contractor for the project will submit all documents, permits and approvals to CDA for review. Construction may begin following approval at the pre-construction meeting.

STAGE 5 - CONSTRUCTION

After the contract is finalized, each concessionaire has a specified period to commence and complete construction based on approved design and construction specifications. During this period each concessionaire has the responsibility to expeditiously begin and obtain all necessary approvals, licenses, insurances, etc. Each concessionaire should maintain communication with the CMR during the process to ensure that all construction and licensing requirements are addressed in a timely fashion. It is important that the concession be open to the public within the time parameters specified in the Agreement.

KEY ELEMENTS OF THE MONITORING PROGRAM:

The Concessions Monitoring Program consists of three primary elements: operations reviews, audits and pricing reports. Operations reviews will be conducted on an ongoing basis by the CMR. The operations review form in Appendix 2 will provide a frame work for this component of the Monitoring Program.

Financial and compliance audits will be conducted on an annual and periodic basis, respectively. Financial audits will review all. financial, bonding and insurance related requirements.

As specified in the Agreement, each concession shall submit an annual pricing report.

Airport Concessions Program Handbook

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PHYSICAL INSPECTIONS

The Monitoring Process will include ongoing site inspection of each concession site by the CMR. Typical inspections will consist of reviews of facilities, general maintenance, employee practices, product/price conformity and space utilization. Inspection staff will use the CMR Operation Review Form (Appendix 2) to record their findings and observations. Reviews will be sent to the concession manager for review and follow-up on all review items. Non-compliance could result in liquidated damages being levied and/or commencement of default proceedings, dependent upon the nature of the violation.

FINANCIAL AUDITS

In accordance with the provisions of the standard Concession Lease Agreement, CDA reserves the right to require a certified public and/or City audit of all books, ledgers, journals, accounts and records of its concessions.

COMPLIANCE AUDITS

On a regular basis, the CDA will review compliance with insurance coverage, financial commitments and financial reporting requirements. Non-compliance could result in liquidated damages being levied and/or commencement of default proceedings, dependent upon the nature of the violation. Additionally, compliance with ACDBE Special Conditions will be audited.

SECRET SHOPPING

The CDA, from time to time, may hire an outside contractor to perform "secret shopping" and evaluate employee performance of each concession location. Such reviews shall be used to monitor customer service and cash handling procedures among other things.

SUMMARY:

The Monitoring Program will provide a basis of uniformity to all concessions. Adherence to the Concession Lease Agreement as well as the elements of this Handbook will contribute to the successful operation of your business.

The following Appendices will further delineate additional information/requirements stated above.

EXHIBIT 6 APPENDIX 1

EXHIBIT 6

PHYSICAL INSPECTION STANDARDS:

FACILITY MAINTENANCE STANDARDS

ITEMS:

Overall appearance
Cleanliness of counters, displays, floors, fixtures, equipment, etc. Litter management/control Pest control

STANDARD:

Clean and neat to the eye.
Free of dust and litter upon inspection.

ACTION:

Expect employees to clean/dust/sweep/vacuum/mop daily. Utilize covered metal waste receptacles. Have waste receptacles in high traffic areas.
Empty waste receptacles into designated compactor areas on a regular basis.
Have grease traps serviced and cleaned as often as necessary.
Instruct employees to look for and clean problem areas.
Provide for regular pest control service to sales and storage areas.
Have a plan/system for emergency clean-ups and replacement of broken or worn fixtures.
Report any damage to the premises to CDA and your insurance company (if applicable) immediately.

ITEMS:

Lease line maintenance "Pop-out" areas

STANDARD:

All customer lines must be maintained within the Leased area.
Merchandise and displays must be maintained within the Leased area.
Solicitation and sampling must be maintained within the Leased area.
Only CDA approved fixtures may be placed in the pop-out area (if so designated in the Agreement) at the front of the space.

ACTION:

Train employees to direct customer lines so they do not spill out into the public corridor. Review tenant design criteria for approved merchandising and fixtures. Obtain written approval from CDA prior to adding or removing any merchandise fixtures or other objects within the pop-out area.

EXHIBIT 6

ITEMS:

- Altering of layout
- Renovations/construction
- Signage/advertising

STANDARD:

Written approval, prior to action, by the Commissioner of Aviation. ACTION:
Consider areas for improving the concession location either from layout changes or renovation. Submit requested changes for approval with appropriate drawings, etc., to the CMR prior to initiation of the changes.
All signs must be professionally produced.
All signs and sign holders must be kept clean and in good repair.
All signs must be pre-approved by the Commissioner or a representative of the Commissioner.

ITEMS:

- Properly functioning equipment

STANDARD:

- Preventative maintenance program.
- Ongoing, reliable, licensed source for immediate repairs.

ACTION:

- Have employees' spot check all equipment for possible malfunction. Maintain a back-up/alternative plan. Repair equipment as soon as possible.

FMPI OYEE STANDARDS ITEMS:

- Courteous and professional appearance Proper dress
- Proper identification including CDA security badge Customer Service

Attend customer service meetings, as offered STANDARD:

- Employees should be polite and courteous to the traveling public. Employees must wear clean and neat uniforms or approved attire. Employees must not eat while on duty.

- Employees must display a CDA issued security badge in addition to any other employee identification. Only badged employees may work in the secured portion of the airport.

EXHIBIT 6

Employees must be familiar with the Merchant Handbook. Employees are to offer general public services:

- Making change
- Giving directions

ACTION:

Train employees in proper customer service techniques using the Merchant Handbook provided to all companies.
Give all new employees airport tours so they are familiar with the airport layout and available services.
Encourage employees to be polite and courteous.
Provide necessary employee breaks to discourage eating while on duty.
Supply employees with uniforms or at least a written standard, if they are responsible for their own, as well as guidelines for proper maintenance of the uniform.
Supply employees with company identification.
Obtain CDA security badges for all employees.
Supply employees with a company policies and procedures manual so that they know what is expected of them.

ITEMS:

Sanitary handling of foods/beverages
Proper cleaning and maintenance of food areas

STANDARD:

Employees must handle food in a safe and sanitary manner.
Employees must comply with all company and governmental health regulations and Lease requirements.

ACTION:

Provide explicit instructions to employees on the safe and sanitary handling of foods. Obtain and post proper instructions regarding health information available from City, State and Federal sources.
Provide explicit instructions for cleaning food areas in a manner that will not possibly lead to any harmful contamination.
A Certified Food Manger must be on-site during food preparation. A Safe Food Handling Certificate must be posted.

PRODUCT STANDARDS ¹

ITEMS:

Selling of authorized products only
Adequate inventory level
Proper/professional approved signage
Merchandising Product pricing

EXHIBIT 6

STANDARD:

Only authorized products can be sold as determined in the Lease Agreement. Only use professionally produced or printed signage as approved by CDA. Merchandising permitted only within the confines of the locations, unless as authorized in writing, by CDA.

Must adhere to Value Pricing as provided in the Lease Agreement. ACTION:

Use professionally produced, approved signage only.

Consider innovative ways to merchandise your products/services.

Obtain written approval from the Commissioner of Aviation prior to implementing merchandising that will go beyond the confines of your space or that is outside of the terms of the Lease Agreement.

Maintain adequate inventory levels.

Notify the Department when adding, deleting or changing merchandise or changing prices.

Maintain pricing as provided in the Lease Agreement.

AUXILIARY SPACE STANDARDS ITEM:

Storage Area

Corridors, common areas

Pick-up, delivery and disposal

STANDARD:

Safe use of storage space.

Proper storage of potentially flammable items in accordance with fire codes. Provide adequate ingress and egress within storage space. Clear aisles and corridors.

Pick-ups and deliveries during designated hours at designated locations as determined by CDA.

Refuse disposal during designated hours at designated locations as determined by CDA.

ACTION:

Use storage space wisely.

Maintain a system providing for access by authorized personnel only. Report any tampering with or malfunctioning of security locks, gates, etc. Keep corridors and common areas free of debris, trash, carts and stock. Provide pest control service on a regular basis. Refrain from using luggage carts for deliveries. Dispose of refuse during designated hours.

EXHIBIT 6 APPENDIX 2

EXHIBIT
APPENDIX 3

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Airport Concessions Program Handbook

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EXHIBIT 6

FINANCIAL AUDIT STANDARDS:

In accordance with the provisions of most Concession Lease Agreements, CDA reserves the right to audit and review the records of each concession as they relate to the operation of the concession. Therefore, the following will serve as the standards and practices that will govern those audits/reviews.

Lease Fees

Each concessionaire shall submit the rent and fees in accordance with its Agreement. Records

Each concession is required to maintain true and accurate accounts, records, books and data recording all sales made and services performed on the premises for cash, credit or other conveyance including the gross receipts. The following represent appropriate practices that will reflect the prior stated requirements:

Maintenance of an internal control system (e.g. cash register, point of sale equipment) to insure proper reporting to the City.

Books, ledgers, journals, accounts and/or records must be maintained according to generally accepted accounting principles.

Each concession must provide timely submission of the audited "Statement of Sales and Fees" and annual audited financial statements based upon their individual reporting system.

Other items as required in the Agreement.

Insurances

The following insurances are customarily required during the terms of the Agreement and should be maintained at the levels specified by the Agreement:

Worker's Compensation Comprehensive General
Liability Comprehensive Automobile Liability
Property Insurance
Other insurance as required in the Lease Agreement

The City of Chicago will be named as "Additional Insured", with the following language: "The City, and its elected and appointed officials, agents, representatives, and employees shall be named as additionally insureds..."

EXHIBIT 6

Security Deposit/Letter of Credit

All concessions must provide a letter of credit or cashier's check per the terms of the

Agreement.

Airport Concessions Program Handbook

EXHIBIT 6 APPENDIX 4

Airport Concessions Program Handbook

EXHIBIT 6

CONCESSIONS OPERATING STANDARDS:

General Airport Guidelines

The following guidelines are examples of the types of issues that will be reviewed with the City's CMR, who will provide each operator with specific guidelines for their concession.

Pick-up and deliveries to/from specific areas at specified times. Refuse disposal at specific and designated areas/times. Unauthorized use of restricted Airport areas. Adherence to minimum business operating hours.

Agreement to emergency hours as may be determined by CDA under special conditions.

Elevator use at designated times.

Ingress and egress from designated areas, as outlined in Agreement. Proper and improper use of signage.

Laws and Ordinances

CDA reserves the right to adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, and related facilities.

All concessions must observe all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments which may be applicable to the operation at the Airport.

Permits and Leases necessary for the operation of the concession areas must be obtained prior to the first day of operation, and renewed annually as needed.

Default Notices

The CDA reserves the right to issue a Default Notice to any concessionaire who is not in compliance with the Agreement.'

Airport Concessions Program Handbook

EXHIBIT 6

KEY DEPARTMENT OF AVIATION PERSONNEL:

<u>NAME/TITLE</u>	<u>TELEPHONE NUMBER</u>
Cortez Carter (773)686-3531 Managing Deputy Commissioner of Real Estate, Planning and Concessions	
Glen Ryniewski Assistant Commissioner of Concessions	(773) 686-3731
Erin O'Donnell Deputy Commissioner/MDW	(773) 838-0608
Roger Reeves Architecture	(773) 686-6626

EXHIBIT 6 APPENDIX 6

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KEY CONCESSIONS MANAGEMENT REPRESENTATIVE (CMR) PERSONNEL:

NAME/TITLE

Diana Miller General Manager

TELEPHONE NUMBER

(773) 894-3905 (773) 550-6175 (cell)

Yolanda Woodruff Assistant General Manager

(773) 894-5463 (773) 844-0821 (cell)

Logan (Tony) Burnett Property Manager / ORD

(773) 894-3903 (312) 388-3530 (cell)

Dorine Litman Operations Manager

(773) 894-3908 (773) 671-3908 (cell)

Victor Franco

Construction and Design Manager / ORD and MDW

(773) 894-3380 (224) 595-9624 (cell)

Patricia Gryzb

Property Manager / MDW

(773) 838-0733 (312) 907-8820 (cell)

EXHIBIT 6 APPENDIX 7

EXHIBIT 6

RULES AND REGULATIONS:

Lessee shall, at all times during the term of the Lease Agreement:

1. Use, maintain and occupy the Premises in a careful, safe, professional and lawful manner. Keep Premises and its appurtenances in a clean and safe condition.
2. Keep all glass in the doors and windows of the Premises clean and in good repair with floor displays and shelving cleaned daily.
3. Not place, maintain or sell any merchandise or place any signage in any vestibule or entry to the public area adjacent to the Premises, or place any signage in the public area adjacent to the Premises, or elsewhere on the outside of the Premises without the prior written consent of the Commissioner.
4. At its own cost, keep Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests.
5. Not permit accumulation of garbage, trash, rubbish and other refuse inside or outside the Premises, and keep refuse in closed containers within the interior of the Premises until removed. Not place any rubbish, litter, trash, or material of any nature in the parking areas, exterior areas, entryways, passages, doors, elevators, hallways, or stairways of the Airport. Comply with any recycling program as directed by the Commissioner.
6. Not use, or permit the use of any apparatus or instruments for musical or other sound reproductions or transmissions in such manner that the sound emanating therefrom or caused thereby shall be audible beyond the interior of the Premises, without the prior written consent of the Commissioner.
7. Not use helium balloons and blinking lights.
8. Not cause or permit objectionable odors to emanate from the Premises.
9. Not deliver or permit delivery of merchandise at any time other than those times allowed by the Commissioner or her designated representative.
10. Maintain and keep operational all electric signs, and where applicable, light the show windows and exterior signs of Premises during hours of operation.
11. Use only signage of professional quality. All signage must be approved by the Commissioner or her designated representative. Handwritten signs of any kind are not permitted. Signage or other materials may not be taped to windows.
12. Prominently sign or mark pricing on each product or mark with easily recognizable professional signage.
13. Keep all mechanical apparatus in good working order and free of vibration and noise.

EXHIBIT 6

14. Not overload the floors or electrical wiring or install any additional electrical wiring or plumbing without the Commissioner's prior written consent.
15. Not use show windows on the Premises for any purpose other than display of merchandise for sale. Merchandise must be kept in a neat, professional and attractive manner.
16. Not conduct, permit or suffer any public or private action sale to be conducted on or from the Premises.
17. Not solicit business in the common area of the Airport or distribute handbills or other advertising materials in the common area. If this provision is violated, the Lessee shall pay the City the cost of collecting same from the common area for trash disposal. Lessee shall not hold demonstrations in the Premises or any other area of the Airport. Lessee agrees to cooperate and assist the City in the prevention of canvassing, soliciting and peddling within the Premises or Airport.
18. Not use the plumbing facilities in the Premises for any purpose other than that for which they were constructed or dispose of any foreign substance therein, whether through the utilization of "garbage disposal units" or otherwise. If Lessee uses the Premises for the sale, preparation or service of food for on-premises consumption, Lessee shall install such grease traps as shall be necessary or desirable to prevent the accumulation of grease or other wastes in the plumbing facilities servicing the Premises. Lessee shall contract with a grease trap/plumbing service for periodic maintenance of its plumbing facilities. Lessee shall provide the City with a copy of said service contracts.
19. Not operate in the Premises or in any part of the Airport any coin or token operated vending machines or similar devices for the sale of any merchandise or service, except as may be allowed in the Lease Agreement or with the prior written consent of the Commissioner.
20. Not have slot machines, devices, or other gambling games on the Premises or in any part of the Airport without the prior written consent of the Commissioner.
21. Refer all contractors or contractor's representatives rendering any service on or to the Premises for the Lessee, to the City or the CMR for approval before performance of any contractual service provided that they meet insurance requirements.

Lessee's contractors and installation technicians shall comply with the City's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the Premises or the Airport, including installation of telecommunication devices, electrical devices, attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment, or any other physical portion of the Premises or project.
22. Keep from public view all personal property, cups, papers, cleaning and other supplies.
23. Not permit employees to eat, drink or sleep in public view.

EXHIBIT 6

- , 24. Not at any time occupy any part of the Premises or project as sleeping or lodging quarters.
25. Not place, install or operate on the Premises or in any part of the Airport any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Premises or project any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or hazardous material.
26. Insure that staff members are, at all times, appropriately dressed (as designated in the Lease Agreement) with airport badges in view.
27. Not hold the City responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or the Airport regardless of whether such loss occurs when the area is locked against entry or not.
28. Not have dogs, cats, fowl, or other animals brought into or kept in or about the Premises or Airport.
29. Not use the public restrooms for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the building shall be borne by the person who shall cause it. No person shall waste water by interfering with the faucets or otherwise.
30. Not lay floor covering within the Premises without written approval of the Commissioner. The use of cement or other similar adhesive materials not easily removed with water is expressly prohibited.
31. Comply with and ensure that Lessee's employees comply with the City's non-smoking policy for the Airport.
32. Post any Emergency Evacuation Plan adopted by the City. Lessee shall post the Plan in a place which is non-visible to Lessee's customers, but visible to Lessee's employees. Train all employees regarding Lessee's Emergency Evacuation Plan and other emergency procedures.
33. Along with its employees, agents and invitees park their vehicles only in those parking areas allowed by the City. If requested, furnish the City with state automobile Lease numbers of Lessee's vehicles and its employees' vehicles and shall notify the City of any changes within five (5) days after such change occurs. Concessionaire or its employees shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out-of-date inspection stickers or Lease plates) on Airport property or in its parking areas.
34. Comply with all parking rules and regulations including any sticker or other identification system established by the City. Failure to observe the rules and regulations shall terminate Lessee's right to use the parking area and subject the vehicle in violation of the parking rules and regulations to removal or impoundment. No termination of parking privileges or removal or impoundment of a vehicle shall create any liability on the City or be deemed to interfere with Lessee's right to possession of its Premises. Vehicles must be parked entirely within the parking lines and all directional signs, security notices, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No

EXHIBIT 6

Parking" signs are posted, on ramps, in cross hatched areas, and in other areas as may be designated by the City. Parking stickers or other forms of identification, if any, supplied by the City, shall remain the property of the City and not the property of Lessee and are not transferable. Every person is required to park and lock his vehicle. All responsibility for damage to vehicles or persons is assumed by the owner of the vehicle or its driver.

35. Follow all ID Badging procedures as may be required by the Commissioner or her designated representative.
36. Instruct employees to report spills, hazardous conditions and any suspicious activities to the appropriate party as directed by the Commissioner or her designated party.
37. Not use luggage carts for product deliveries.
38. Use only delivery carts and equipment as approved by the Commissioner or her designated party.
39. Use only designated elevators for deliveries.
40. Surrender all keys to the Premises to the Commissioner upon termination of this Lease Agreement.
41. Comply with the City's desire to maintain in the Airport the highest standard of dignity and good taste consistent with comfort and convenience for the Lessee. Any action or condition not meeting this high standard should be reported directly to the City. Lessee's cooperation will be mutually beneficial and sincerely appreciated.
42. The City reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Premises and for the preservation of good order therein.

EXHIBIT 7 FORM OF LETTER OF
CREDIT

Issuing Bank Letterhead (must be a bank located in the
Chicagoland area)

Irrevocable Standby Letter of Credit

Letter of Credit No.

Date: ,20

Chicago Department of Aviation

Chicago's O'Hare International Airport P.O. Box 66142

Chicago, Illinois 60666 Attention:

Commissioner

1. We hereby open in your favor, at the request and for the account of this irrevocable standby letter of credit in an aggregate amount not to exceed \$ _____ Dollars ("Stated Amount"), to be available for payment of your drafts drawn at sight on us signed by the Commissioner of the Chicago Department of Aviation, or her designee.

Your sight drafts must be accompanied by a written certificate, in the form of Exhibit A attached hereto (the "Certificate") signed and completed by you.

2. Partial and multiple drawings are permitted hereunder.
3. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this Letter of Credit is referred to, or to which this Letter of Credit relates; and no such reference shall be deemed to incorporate herein by reference any such document, instrument or agreement. The Account Party is not the owner or beneficiary under this Letter of Credit and possesses no interest whatsoever in this Letter of Credit or its proceeds. Further, this Letter of Credit shall not be affected by any bankruptcy or other insolvency proceeding initiated by or against the Account Party.

This credit shall expire on _____, 20____, unless extended as provided herein.

4. It is a condition of this credit that it will be automatically extended without amendment for an additional period of twelve (12) months from the present and each future expiry date, unless, not less than ninety (90) days prior to the then relevant expiry date, we notify you and Corporate Counsel of the City by

registered mail, return receipt requested, that we elect not to extend this credit for any additional period. Upon receipt of

such a notification you may draw your sight draft on us prior to the then-relevant expiration date for the unused balance of this credit, which shall be accompanied by your signed written statement that you received notification of our election not to extend.

Drafts must be marked "Drawn under irrevocable Standby Letter of Credit No.

5. We hereby agree to honor each draft drawn under and in compliance with the terms of this credit if duly presented at our offices on or before the close of business on the expiry date.
6. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.
7. This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500,1993 revision, ("IUCP") and to the Uniform Commercial Code - Letters of Credit, as adopted in Illinois, 810 ILCS 5 -101 et seq.. as amended ("UCC"). To the extent that the provisions of the IUCP and UCC conflict, the provisions of the UCC shall govern.
8. We hereby undertake that a draft drawn in conformity with the terms of this Letter of Credit will be duly honored on presentation.

By:

Name:

Title:

**THIS IS AN INTEGRAL PART OF STANDBY LETTER OF CREDIT
NO.**

EXHIBIT A

CERTIFICATE FOR DRAWING

The undersigned, the Commissioner of the Chicago Department of Aviation, represents, warrants and certifies to _____ (the "Bank") with reference to Letter of Credit No. _____ issued by the Bank in favor of the City of Chicago (the "Beneficiary") that:

1. A breach of the License Agreement dated as of _____, 20____, as amended, modified or supplemented, between the City of Chicago and _____, an _____, has occurred. As a result, the City of Chicago is making demand

under the Letter of Credit to pay _____ dollars (\$) on the _____ day of _____, 20____ or a replacement Letter of Credit identical in form to the Letter of Credit that has not been issued to the City of Chicago by a Financial Institution meeting the requirements set forth in the License Agreement.

2. Payment of the draft shall be made by bank wire paid to our account as per our wire instructions below:

(Name of Bank)

(City & State)

(ABA No.)

(Account Name)

(Account No.)

(Reference No., if any)

3. All defined terms used by not defined herein shall have the meaning assigned hereto in the Letter of Credit.

In witness hereof, the City of Chicago has executed this certificate as of this _____ day of _____ 20____

CITY OF CHICAGO

BY:

Its: Commissioner of Aviation

EXHIBIT 8 INSURANCE REQUIREMENTS

1. The kinds and amounts of insurance required under this Agreement are as follows:

- a) Workers' Compensation and Employer's Liability. Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all employees of Tenant. Employer's liability coverage with limits of not less than \$100,000 for each accident or illness must be included.
- b) Commercial Liability Insurance. Commercial General Liability insurance or equivalent, with limits of not less than \$2,000,000 per occurrence for bodily injury, property damage and personal injury liability. Coverages must include the following: Leased Space and operations; explosions, collapse, and underground hazards; products liability and completed operations; defense; separation of insureds; contractual liability specifically covering this Agreement (with no limitation endorsement); host liquor liability (if applicable). The City and its elected and appointed officials, agents, representatives and employees must be named as additional insureds on a primary, non-contributory basis, for any liability arising directly or indirectly under this Agreement.
- c) Automobile Liability. When any motor vehicles (owned, non-owned or hired) are used in connection with activities conducted under this Agreement, Tenant must provide comprehensive automobile liability insurance against bodily injury and property damage claims, subject to limits of liability of not less than \$1,000,000 per occurrence for non-airfield access, and not less than \$5,000,000 per occurrence for airfield access. The City, and its elected and appointed officials, agents, representatives and employees, must be named as additional insureds on a primary, non-contributory basis, for any liability arising directly or indirectly under this Agreement.
- d) Property. Tenant must maintain all-risk property insurance for the Leased Space including Improvements and betterments, in the amount of their full replacement cost. Coverage extensions must include Business Income and extra expense. The City is to be named as an additional insured and as a loss payee, as its interests may appear. Tenant is responsible for all loss or damage to its personal property including equipment, fixtures and contents.
- e) Liquor Liability. When applicable, Tenant must obtain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit. The City, its elected and appointed officials, agents, representatives and employees, must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from this Agreement or Tenant's operations under this Agreement.
- f) All Risk Blanket Builders Risk. When Tenant undertakes any construction, including improvements, betterments and/or repairs, Tenant must provide All Risk Blanket Builders Risk Insurance to cover materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. The City of Chicago must be named as loss payee as its interests may appear.

2) Under no circumstances must Tenant or any Subcontractor actually begin Work (or continue Work, in the case of renewal) or conduct Concession Operations under this Agreement without procuring the required insurance and providing evidence of it to the City. The City reserves the right, in addition to the other rights set forth in this Agreement, to require Tenant to furnish certified copies of the original policies of all insurance required under this Agreement at any time upon 30 days' written notice to Tenant.

3). Tenant must furnish:

a) the City, Department of Aviation, Attention: Concessions; O'Hare International Airport, P.O. Box 66142, Terminal 2, Upper Level, Concessions, Chicago, Illinois 60666; and

b) the City Management Representative and, if applicable, the City Construction Representative, at the addresses provided by the representatives.

original Certificates of Insurance evidencing the required coverages to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Tenant must submit evidence of insurance on the City's "Insurance Certificate of Coverage Form" or equivalent before the Effective

Date of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements under this Agreement. The failure of the City to obtain certificates or other insurance evidence from Tenant is not a waiver by the City of Tenant's obligations to obtain and maintain the specified coverages. Tenant must advise all insurers of this Agreement's provisions regarding insurance. Non-conforming insurance will not relieve Tenant of its obligation to provide insurance as specified in this Agreement.

4) The insurance specified above must be carried at all times during the Term of this Agreement. Failure to carry or keep the insurance in force constitutes an Event of Default and does not relieve Tenant from any liability under this Agreement! The City maintains the right to suspend the Tenant's performance and rights under this Agreement, or suspend this Agreement, until proper evidence of insurance is provided. If Tenant fails to maintain the full insurance coverage required under this Agreement, the City may, but is under no obligation to, obtain the required insurance. Payments made by the City regarding the premiums for the insurance become an additional obligation of Tenant, as Additional Rental to be paid under this Agreement, to be repaid in full to the City, payable on demand, with interest at the Default Rate. The insurance policies must provide for 60 days prior written notice to be given to the City at the addresses

set forth in Subsection 3 above, if coverage is substantially changed, reduced, canceled, or non-renewed.

5) Tenant must require all Subcontractors to carry the insurance required in this Agreement, or Tenant may provide the coverage for any or all Subcontractors, and, if so, the evidence of insurance submitted must so stipulate.

6) Tenant and each Subcontractor agree that their insurers must waive their rights of subrogation against the City, its employees, elected or appointed officials, agents or representatives.

7) Tenant acknowledges that any insurance or self insurance programs maintained by the City apply in excess of and do not contribute to insurance provided by Tenant under the Agreement. Tenant acknowledges that any insurance protection, coverages and limits furnished by Tenant under this Agreement in no way limit Tenant's responsibilities and liabilities under this Agreement or by law.

8) Any and all deductibles or self insured retentions on referenced insurance coverages must be borne solely by Tenant.

9) The insurance required to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or by any limitation placed on the indemnity given in this Agreement as a matter of law. If Tenant, or its Subcontractors, desire additional coverage, higher limits of liability, or other modifications for their own protection, Tenant and each of its Subcontractors are responsible for the acquisition and cost of the additional protection. The City's Risk Management Department maintains the right to modify, delete, alter or change the insurance requirements. Notwithstanding anything in this Agreement to the contrary, Tenant may, at its option, include any of the insurance coverage required under this Agreement in either general or blanket policies of insurance. Tenant may use any combination of primary and umbrella (or excess) insurance policies to comply with the insurance requirements set forth above, as long as the resulting insurance coverage is equivalent to the coverages required under this Agreement.

EXHIBIT 9

ACDBE SPECIAL CONDITIONS AND RELATED FORMS

Chicago Department of Aviation

Attachment JL Airport Concession Disadvantaged Business Enterprise Plan

1. Indicate total proposed Airport Concession Disadvantaged Business Enterprise (ACDBE) participation: 30 %
2. List ACDBE participants and indicate if ACDBE participant is a subtenant, joint venture partner, supplier, etc. Also indicate the ownership percentage of the ACDBE and the role that the ACDBE participant will have in the ownership, management and operation of the concession.

ACDBE Entity	Form of Participation	Participati on Percentage	Role/Scope of Work	Capital Contribution
Central City Productions, inc.	Subcontract	30%	Solicitation, billing and revenue collection of local and regional advertising	\$0.00



3. Attach resumes for key personnel/principals of the ACDBE entities.

Chicago Department of Aviation

Request for Proposals

Attachment M Airport Concession Disadvantaged Business Enterprise' (ACDBE) Forms

[Schedules B, C and D follow]

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Chicago Department of Aviation

SCHEDULE B - AFFIDAVIT OF ACDBE JOINT VENTURE IN AIRPORT CONCESSIONS

This form is to be submitted if Tenant is a joint venture that is proposing ACDBE participation in the concession as a joint venture member. Add additional sheets if necessary. A copy of the joint venture agreement must be attached to this Schedule B, along with copies of the most recent certification letter for each ACDBE identified below. The Joint venture agreement must clearly state the following: 1) each joint venture member's roles and responsibilities in the management and day-to-day operations of the joint venture, 2) the capital contribution requirements for each joint venture member, and 3) the allocation of risks and liabilities between joint venture members. [NOTE: The concession Agreement with the City will require joint venture members to be jointly and severally liable for obligations of the joint venture under the concession Agreement.] If Tenant is proposing to perform as a joint venture, the City will not execute a concession Agreement with the Tenant until the City has received and reviewed a signed joint venture agreement that complies with the Federal Aviation Administration's regulations, policies and guidance. No subsequent changes to the joint venture agreement will be allowed without prior notice to the City. Any changes in the joint venture agreement that impact the roles, rights and/or responsibilities of the ACDBE joint venture member will require the prior approval of the City.

Name of Tenant joint venture: N/A

Description of Airport Concession (from title page of Request for Proposals):

N/A

Name, address and phone number of joint venture contact person:

N/A

I. Identify Joint Venture Members

Finns participating in joint venture (use additional pages if necessary):

Name of firm: N/A

Address: "A

Phone Number: n/a

Contact name/phone number, M/ft

% ownership: H/A %

ACDBE: yes / no Certifying agency: n/a

Date of Certification:

Type of work for which certification was granted: n/a

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Chicago Department of Aviation

Firms participating in joint venture (use additional pages if necessary):

Name of firm: n/a

Address: n/a

Phone Number: n/a

Contact name/phone number: N/ft

% ownership: n/a %

ACDBE: yes / no Certifying agency: "/A

Date of Certification: n/a

Type of work for which certification was granted: n/a

Name of firm: n/a

Address: m/t

Phone Number: n/a

Contact name/phone number: n/a

% ownership: n/a %

ACDBE: yes / no Certifying agency: N/A

Date of Certification: w/a

Type of work for which certification was granted:

II. Capital Investment

Non-ACDBE initial capital contribution: \$,_n/a %

ACDBE initial capital contribution: \$ n/a , n/a %

Source of funds for the ACDBE capital contribution: n/a

Future capital contributions (explain requirements):

N/A

III. Joint Venture Agreement

For each of the following, cite the applicable provision of the joint venture agreement that addresses the question asked. Attach additional sheets if necessary.

Describe the portion of the work or elements of the business controlled by the ACDBE:

N/A

Describe the portion of the work or elements of the business controlled by the non-ACDBE:

N/A

Chicago Department of Aviation

Request for Proposals

Describe the ACDBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board, voting rights, etc.):

N/A

Describe the ACDBE's share in the profits of the joint venture: n/a

Describe the ACDBE's share in the risks of the joint venture: JV*

Describe the roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):

- a. ACDBE joint venture participant (s): n/a
- b. Non- ACDBE joint venture participant(s): n/a

Describe the roles and responsibilities of each joint venture participant with respect to day-to-day operation of the joint venture (use additional sheets if necessary):

- a. ACDBE joint venture participant(s): n/a
- b. Non-ACDBE joint venture participant(s): n/a

IV. Management Information

Please provide information relating to the approximate number of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the ACDBE, non-ACDBE or joint venture.

	Non-ACDBE Firm	ACDBE Firm	Joint Venture
Management	N/A	N/A	N/A
Support	N/A	N/A	N/A
Hourly Employees	N/A	N/A	N/A

Please provide the name of the person(s) who will be responsible for hiring employees

for the joint venture: n/a

Who will they be employed by? n/a

Which firm will be responsible for accounting functions relative to the joint venture's business?

N/A

Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties (cite to applicable section(s) of joint venture agreement and use additional sheets if necessary):

N/A

N/A

List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved:

N/A

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Chicago Department of Aviation

V. Employee Information

Are any of the proposed joint venture employees currently employees of any of the Joint venture partners? yes / no

If yes, please attach a roster showing the number and positions and indicates which firm currently employs the individual(s).

The undersigned covenants and agrees to provide the City with current, complete and accurate information regarding the actual performance by the ACDBE joint venture member in the concession's management and operations, as required by the concession Agreement and/or upon request by the City. Any material misrepresentations in this Schedule B, in the attached joint venture agreement, or in any other Information provided to the City by Tenant regarding ACDBE participation will be an event of default under the concession Agreement and will be grounds for initiating action under applicable federal and state laws and regulations.

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

N/A

(Name and Title of Affiant - Print or type)

N/A

(Signature)

N/A

(Date)

On this day of n/a 20 n/a ,

The above signed officer, n/a {Name of Affiant}, personally appeared and, known by me to be the person described in the above Affidavit, acknowledged that (s)he executed the same in the capacity stated above and for the purposes stated above.

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

 / &
(Notary Public Signature)

Seal

Commission expires: n/a

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Chicago Department of Aviation

Request for Proposals

SCHEDULE C

Letter of Intent from ACDBE to Perform As Sublicensee, Subcontractor, Supplier and/or Consultant to Tenant

[NOTE: If Tenant is proposing to count ACDBE participation pursuant to a joint venture of ACDBE firms and non-ACDBE firms, use Schedule B - Affidavit of Joint Venture - instead of Schedules C and D.]

Name of Tenant:

Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports

Description of Airport Concession (from title page of Request for Proposals):

Develop, Install and Operate Commercial Advertising Concessions

From: Central City Productions, Inc. ("ACDBE")
Name of ACDBE Firm

Clear Channel Outdoor, Inc.

To: d/b/a clear channel Airports and the City of Chicago:
Name of Tenant

The ACDBE certification status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago dated 12/08/11 (dr letter of certification from the Illinois Department of Transportation dated _____). This Schedule C and the Letter of Certification will be attached to Schedule D - Commitment of Tenant to ACDBE Participation.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named airport concession:

Description of ACDBE Participation in concession

Description of compensation to be paid to ACDBE

Solicitation, billing and revenue collection of local and regional advertising

Value of any advertising sold, billed and collected by ACDBE from third party advertisers: projected at \$125.939.428 during the initial

and optional term(a)

Value of participation by ACDBE as percentage of projected concession gross revenues:

3** %

NOTE: If more space is needed to fully describe the ACDBE firm's proposed role and/or compensation, attach additional sheets.]

Chicago Department of Aviation

Schedule C: Letter of Intent from ACDBE

SUB-SUBCONTRACTING LEVELS

% of the value of the ACDBE's participation will be sub-subcontracted to non-ACDBE contractors.
ac"d

<CDBE contractors. NOTES:

- 1) IF ACDBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE PARTICIPATION DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK ABOVE.

- 2) IF MORE THAN TEN PERCENT (10%) OF THE VALUE OF THE ACDBE's PARTICIPATION WILL BE SUB-SUBCONTRACTED, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUB-SUBCONTRACTED MUST BE ATTACHED TO THIS SCHEDULE.

The undersigned will enter into a formal written agreement for the above participation with Tenant, conditioned upon the City of Chicago selecting the Tenant as a concessionaire, approval of Tenant's ACDBE Participation Commitment referencing this Schedule C by the City of Chicago, and successful negotiation of a concession Agreement between Tenant and the City of Chicago.

(Signature of Owner, President, or Authorized Agent of ACDBE)

Name/Title (Print)

Date Phone

SCHEDULE D: Commitment by Tenant to Participation by Airport Concession Disadvantaged Business Enterprises (ACDBE's) as Sublicensee, Subcontractor, Supplier and/or Consultant to Tenant

[NOTE: If Tenant is proposing to count ACDBE participation pursuant to a joint venture of ACDBE firms and non-ACDBE firms, use Schedule B - Affidavit of Joint Venture - instead of Schedules C and D.]

Name of Tenant:

Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports

Description of Airport Concession (from title page of Request for Proposals):

Develop, Install and Operate Commercial Advertising Concessions

State Of Illinois)

County (City) of Chicago)

In connection with the above-referenced Airport Concession Request for Proposals ("RFP") and any concession agreement entered into pursuant to the RFP, I, Toby Sturek (Name of Affiant) HEREBY DECLARE AND AFFIRM that I am the, president, Airports Division (Title of Affiant) and duly authorized representative of the above-named Tenant and that I have personally reviewed the information set forth in the attached Schedule(s) C, with the following being a summary of such information:

Name of ACDBE Firm.	Role of ACDBE in Concession (as set forth in Schedule C)	Proposed ACDBE Participation (as percentage of gross revenues)
Central City Productions, Inc.	Solicitation, billing and revenue collection of local and regional advertising	30%

Total Proposed ACDBE Participation Commitment: 30% » %

Chicago Department of Aviation

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

The Tenant will enter into formal agreements with all listed ACDBE firms for work as indicated by this Schedule D and accompanying Schedule(s) C so as to ensure compliance with the Total Proposed ACDBE Participation Commitment stated above, and understands that it must enter into such agreements as a condition precedent to execution of a concession Agreement by the City of Chicago. Copies of each signed sublicense, subcontract, purchase order, or other agreement (collectively, "ACDBE agreement") will be submitted to the Chicago Department of Aviation so as to assure receipt

no later than ten (10) business days prior to anticipated execution of the concession Agreement by the City.

The Tenant designates the following person as its ACDBE Liaison Officer:

Toby Sturek S10-395-B002

(Name - Please print or type)

(Phone) ~

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

Toby Sturek, President Airports Division (Name and Title of Affiant - Print or type)

On this 23rd day of April

(Name of Affiant), personally appeared

The above signed officer, Toby Sturek.

and, known by me to be the person described in the above Affidavit, acknowledged that ^s)he executed the same in the capacity stated above and for the purposes stated above.

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

(Notary Public Signature)

Commission expires: 12/07/2015

Page M-9

CITY OF CHICAGO

Office of Compliance

December 8, 2011

Donald Jackson
Central City Productions, Inc.
212 E. Ohio
3rd Floor

Chicago, IL 60611 Dear Donald Jackson:

The City of Chicago, your host agency, is pleased to notify you that Central City Productions, Inc. has been re-certified as a Disadvantaged Business Enterprise (DBE) in accordance with the governing federal regulations, 49 CFR Part 26. Additionally, you have been certified as an Airport Concessionaire Disadvantaged Business Enterprise (ACDBE), in accordance with the governing federal regulations, 49 CFR Parts 23 and 26.

This certification allows your firm to participate as a DBE, and ACDBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the Chicago Transit Authority, the City of Chicago, Metra and Pace.

Your certification is approved for a five (5) year period, commencing November 30, 2011. To remain certified with the IL UCP during the five-year period, you must submit a No Change Affidavit each year. Notification will be sent to you sixty (60) days prior to the

anniversary date of your certification. Please note that you must include a copy of your most current Federal and Individual Corporate Tax Returns. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR §26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR §26.83(i).

Central City Productions, Inc. will appear in the IL UCP DBE Directory in the following area(s) of specialty:

121 N. LaSalle St., Room 403, Chicago, IL 60602 • (312) 744 - 4900

CITY OF CHICAGO

Office of Compliance

Central City Productions, Inc. Page 2

NAICS CODE: 515120 - TELEVISION BROADCASTING STATIONS

NAICS CODE: 515120 - TELEVISION SUBSCRIPTION SERVICES

NAICS CODE: 517110 - CABLE TV PROVIDERS (except networks)

NAICS CODE: 541611 - ADMINISTRATIVE AND GENERAL MANAGEMENT CONSULTING SERVICES

NAICS CODE: 541890 - OTHER SERVICES RELATED TO ADVERTISING

NIGP CODE: 91501 - ADVERTISING AGENCY SERVICES

NIGP CODE: 91524 - CABLE TELEVISION SERVICES (Includes Pay-Per-View Services)

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE/ACDBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html>.

Your participation on contracts will only be credited toward DBE/ACDBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category.

- Your certification may be revoked if Central City Productions, Inc. is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.

121 N. LaSalle St., Room 403, Chicago, IL 60602 • (312)744-4900

CITY OF CHICAGO

Office of Compliance

Central City Productions, Inc. Page 3

« For work to count toward an DBE/ACDBE contract goal, the DBE/ACDBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 23.55. An DBE/ACDBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

For All Non-Trucking Firms:

- Firms seeking work with IDOT as a prime or sub consultant in specialized engineering categories must be pre-qualified by IDOT's Bureau of Design and Environment.
- o Firms seeking work with IDOT as a prime construction contractor must be pre-qualified by IDOT's Bureau of Construction.

For All Trucking Firms:

- All DBE trucking firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).
- The DBE trucking firm receives goal credit for the total value of the transportation service it provides on the contract using trucks it owns, insures and operates and using drivers it employs.
- The DBE trucking firm which leases trucks from another DBE trucking firm receives goal credit for the total value of the transportation services the lessee DBE provides on the contract.
- When a DBE trucking firm leases from a non-DBE trucking firm, the goal credit is limited to the fee or commission the DBE receives as a result of the lease arrangement. The fee or commission shall be reasonable and shall be indicated on the lease.

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CITY OF CHICAGO

Office of Compliance

Central City Productions. Inc. Page 4

- For any credit to be allowed for leased trucks, the leases must be properly filed with the Illinois Commerce Commission (ILCC) and indicate that the DBE has exclusive use and control over the truck(s). Leased trucks must visibly display the name and ILCC number of the DBE trucking firm.

Senior Compliance Officer CITY OF CHICAGO City Hall

TA

121 N. LaSalle St., Room 403, Chicago, IL 60602 • (312) 744 - 4900

Please direct all inquiries and any questions to the City of Chicago Office of Compliance at 312.744.1929. Thank you for your continued interest in the City's Supplier Diversity Program.

ADVERTISING CONCESSION LEASE AND LICENSE AGREEMENT

BETWEEN

THE CITY OF CHICAGO (DEPARTMENT OF AVIATION)

AND

Clear Channel Outdoor, Inc. d/b/a
Clear Channel Airports

AT

CHICAGO MIDWAY INTERNATIONAL AIRPORT

RAHM EMANUEL MAYOR

ROSEMARIE ANDOLINO COMMISSIONER

*Advertising Concession Lease and License Agreement Clear Channel
Outdoor, Inc. d/b/a Clear Channel Airports*

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SIGNATURE PAGE

SIGNED:

CITY OF CHICAGO

By: _____ :
Mayor

RECOMMENDED BY:

Commissioner

Chicago Department of Aviation APPROVED AS TO FORM AND

LEGALITY:

Assistant Corporation Counsel

■ (TENANT)

By:

Its: ■

[Title]

Date:

[Notary]

Signature Page

ADVERTISING CONCESSION LEASE AND LICENSE AGREEMENT

This Advertising Concession Lease and License Agreement ("Agreement") is entered into at Chicago, Illinois, as of _____, 201_ ("Effective Date"). The Agreement is by and between **Clear Channel Outdoor, Inc., a(n) Delaware corporation doing business as Clear Channel Airports ("Tenant"), and the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois ("City"), acting through its Chicago Department of Aviation ("CDA" or "Department").**

BACKGROUND

The City owns and, through CDA, operates Chicago Midway International Airport, ("Airport"), which includes a terminal, parking garages and lots, roadways and certain other real property. The City has determined that certain portions of the Airport will be used for advertising concessions.

The City issued a Request for Proposals ("RFP") for advertising concessions at the Airport and Tenant responded with a proposal to develop and operate an advertising concession. The City desires to grant Tenant, and Tenant desires to accept, a license to operate such advertising concession at the Airport and a lease to operate the advertising concession at the locations identified in this Agreement, all under the terms and conditions of this Agreement.

The City and Tenant acknowledge that the continued operation of the Airport as a safe, convenient, and attractive facility is vital to the economic health and welfare of the City of Chicago, and that the City's right to supervise performance under this Agreement by Tenant is a valuable right incapable of quantification.

NOW, THEREFORE, the City and Tenant agree as follows:

ARTICLE 1 CITY APPROVAL

This Agreement is subject to approval by the City Council of the City of Chicago. The City is not bound by the terms of this Agreement until such time as it has been approved by the City Council and has been duly executed by the Mayor of Chicago or his proxy. As provided in Section 11.13, where the approval or consent of the City is required under this Agreement, unless expressly provided otherwise in this Agreement, it means approval or consent of the Commissioner or the Commissioner's authorized representative. As provided in Section 11.3, unless expressly provided otherwise in this Agreement, any amendment of this Agreement will require execution by the Mayor or his proxy. As further provided in Section 11.3, any substantial amendment of the terms of this Agreement will require approval by the City Council.

ARTICLE 2 INCORPORATION OF BACKGROUND AND EXHIBITS

1 Incorporation of Background. The Background set forth above is incorporated by reference as if fully set forth here.

2 Incorporation of Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit 1 Exhibit 2 Exhibit 3 Exhibit 4 Exhibit 5 Exhibit 6 Exhibit 7 Exhibit 8 Exhibit 9 Exhibit 10
Leased Space(s) and Confirmation(s) of DBO Rent
Development Plan
City's Shell and Core Obligations
Advertising Plan
Airport Concessions Program Handbook
Form of Letter of Credit
Insurance Requirements
ACDBE Special Conditions and Related Forms
Economic Disclosure Statement(s) and Affidavit(s)

ARTICLE 3 DEFINITIONS

3.1 Interpretation and Conventions.

A. The term "include," in all of its forms, means "include, without limitation," unless the context clearly states otherwise.

B. The term "person" includes firms, associations, partnerships, trusts, corporations and other legal

entities, including public bodies, as well as natural persons.

- C. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies of this Agreement are solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.
- D. Words in the singular include the plural and vice versa. Words of the masculine, feminine or neuter gender include correlative words of the other genders. Wherever an article, section, subsection, paragraph, sentence, exhibit, appendix, or attachment is referred to, the reference is to this Agreement, unless the context clearly indicates otherwise.
- E. Where the approval or consent of Tenant is required under this Agreement, it means the approval or consent of the Tenant's authorized representative. To be binding on the City, all approvals or consents must be in writing and signed by the City

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representative.

3.2 Definitions

In addition to terms defined elsewhere in this Agreement, the following words and phrases, when capitalized, have the following meanings:

"Additional Rent" has the meaning set forth in Section 7.1.

"Additional Space" means any location(s) or other medium of advertisement offered, including opportunities on the Department's website or other digital mediums, in the Airport that is added to Leased Space after the Effective Date pursuant to Section 5.1, but does not include Relocation Space. Additional Space, if any, that is offered to Tenant, is solely at the discretion of the Commissioner. Tenant has absolutely no right or entitlement to be offered any Additional Space and the concept of Additional Space is solely for the benefit of the City to address vacancies in the Airport's concession programs.

"Advertising Displays" means, individually and collectively as the context may indicate, those structures at locations designated by the Commissioner, and described in Exhibit 5 and Tenant's Development Plan, used to exhibit advertising by third-party entities, as applicable, including but not limited to kiosks; wall, surface mounted, and free-standing pictures, signs, and dioramas; banners; interactive and non-interactive electronic media, and the structures related thereto; and all other structures and displays used for sponsorship or the exhibition of advertising.

"Advertising Plan" means layout plans of the Airport showing the location and type of all Advertising Displays to be installed and operated by Tenant in connection with the Concession.

"Advertising Space" means those portions of the Leased Space used for the installation and operation of Advertising Displays.

"Affiliate", except where otherwise defined, means any individual, corporation, partnership, trustee, administrator, executor or other legal entity that directly or indirectly owns or controls, or is owned or controlled by, or is directly or indirectly under common ownership or control with, Tenant.

"Airport Concession Disadvantaged Business Enterprise" or "ACDBE" means an entity meeting the definition of airport concession disadvantaged business enterprise, as defined in U.S. Department of Transportation Regulations Title 49, Code of Federal Regulations, Part 23, as amended from time to time, and certified as such in the State of Illinois in accordance with those regulations.

"Airport Concession Program Handbook" means Exhibit 6, as it may be amended from time to time by the Department. Any amendment of the Airport Concession Program Handbook by the Department during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of Airport Concession Program

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Handbook does not conflict with the other terms and conditions of this Agreement.

"Chief Procurement Officer" means the head of the Department of Procurement Services of the City and any City officer or employee authorized to act on her behalf.

"Commencement Date" means the date upon which the City first gives Tenant possession of any portion of the Leased Space pursuant to this Agreement.

"Commissioner" means the head of the Department and any City officer or employee authorized to act on her behalf. City contractors and consultants, including the Concession Management Representative, have no authority to grant approvals or consents required to be granted by the Commissioner under this Agreement.

"Common Areas" means those areas of the Airport's terminals that are not leased, licensed, or otherwise designated or made available by the Department for exclusive or preferential use by specific party or parties.

"Comptroller" means the head of the Department of Finance of the City and any City officer or employee authorized to act on his behalf.

"Concession" means Tenant's business of offering for lease to third-party advertisers or sponsors the Advertising Displays identified in Exhibit 5 at the Airport pursuant to this Agreement.

"Concession Management Representative" means the entity retained by the City to assist in overseeing Concessions, including the construction of Improvements, at the Airport.

"Concessions Tenant Design and Construction Procedures Manual" or "TDCPM" means those certain design standards and policies prepared by the Department for the Concession areas at the Airport, as amended by the Department from time to time.

"Construction Documents" means the drawings and specifications for the construction of

Improvements, approved by the Commissioner pursuant to Section 5.5.

"Date of Beneficial Occupancy" or "DBO" means the earlier to occur of the following:

- A. the date that 80% of the Advertising Displays are installed and available for Concession operations; or
- B. the date set forth in the Development Plan for the commencement of Concession operations with respect to said Advertising Displays; provided, however, that the date set forth in the Development Plan for commencement of Concession operations shall be extended one day for each day Tenant has demonstrated to the satisfaction of the Commissioner that Tenant was delayed due to force majeure pursuant to Section 11.20 The Date of Beneficial Occupancy for any Storage Space is the Delivery Date of that Storage Space.

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"Default Rate" means 12% per annum.

"Delivery Date" means the date upon which the City gives Tenant possession of the portion of the Leased Space in question.

"Department" means the Chicago Department of Aviation, also known as CDA.

"Development Plan" means, as further described in Section 5.5, the Tenant's conceptual plans, budget and other design specifications for construction of its Improvements and its schedule for commencement of Concession operations with respect to each Advertising Display. The Development Plan is attached hereto as Exhibit 3.

"Environmental Laws" means collectively, all applicable federal, state and local environmental, safety or health laws and ordinances and rules or applicable common law, including the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §300(t) et seq.) as any of the foregoing may later be amended from time to time; any rule or regulation pursuant to them, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health or safety issues of or by the federal government, or any state or other political subdivision of it, or any agency, court or body of the federal government, or any state or other political subdivision of it, exercising executive, legislative, judicial, regulatory or administrative functions.

"Event of Default" has the meaning set forth in Article 9.

"Gross Revenues" means the total amount in dollars of all receipts, whether for cash or on credit, recorded in the period earned in accordance with generally accepted accounting principles, that are derived from business conducted in, on or from the Leased Space and all mail or telephone orders received or filled at or from the Leased Space, and receipts or sales by Tenant and any other person or persons doing business in or from the Leased Space, including receipts from promotions, advertising, and income derived from retail display advertising or any other use of the Leased Space by Tenant. Gross Revenues do not, however, include the following:

- A. any sums collected and paid out by Tenant for any sales, retail excise, use, privilege, or retailers occupation taxes now or later imposed by any duly constituted governmental authority;
- B. the amount of any cash or credit refund made upon any sale, and included in Gross Revenue;

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amounts paid by Tenant to, or retained by, advertising agencies as commissions related to the sale of advertising or other revenue generation;

- D. sales of Tenant's fixtures and equipment not in the ordinary course of Tenant's business;
- E. any amount paid by an advertiser to Tenant for telecommunications service, provided however, that said exclusion shall not exceed the actual direct telecommunications expenses paid by Tenant;
- F. any amount paid by advertisers in connection with the costs of design, fabrication or installation of any advertising display, or ongoing service of any advertiser's specialty or custom display/graphics or other content, provided that such costs are reasonable and separately stated to and paid by an advertiser. In the event Tenant marks up any such costs to advertisers, then the amount of such mark up shall be included in Gross Revenues;
- G. insurance proceeds received from the settlement of claims for loss of or damages to Improvements, merchandise, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance; and

"Imposition" means real estate taxes, permit fees, license fees, and any other fee or charge not specified in this Agreement but otherwise payable by Tenant pursuant to a statute, ordinance, or regulation in order for Tenant to operate the Concession at the Airport.

"Improvement Costs" means the total amount paid by Tenant for categories of labor, services, materials and supplies used in the design, development, fabrication, installation and construction of the Improvements. The minimum Improvement Costs as of the Effective Date are not less than {enter amount set forth in Tenant's approved Development Plan (Exhibit 3), which must be generally consistent with the amount proposed by Tenant in its response to the RFP}. Tenant's actual, reasonable Improvement Costs will be memorialized in the

written confirmation of DBO that will be attached to Exhibit 1. For purposes of this Agreement, Improvement Costs shall be amortized as set forth in Section 5.4(E).

"Improvements" means the improvements to be made to the Leased Space by Tenant that add or maintain value to the Leased Space, including fixtures and trade fixtures (but excluding trademarked or proprietary trade fixtures) and any other enhancements of a permanent or temporary nature made to the Leased Space other than the Shell and Core, so that the Leased Space can be used for Concession operations. The Improvements must be described and depicted conceptually in the Development Plan and must conform to Tenant's response to the RFP.

"Interim Term" means that portion of the Term beginning on the Commencement Date and ending on the DBO.

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"Lease" means the lease granted by the City to the Tenant in Section 4.1 to use and occupy the Leased Space in order to conduct and operate the Concession pursuant to the License.

"Leased Space" means the total of all space leased to Tenant under this Agreement, identified in Exhibit 1, which may be amended from time to time as space may be added to, deleted from, or relocated during the Term in accordance with the provisions of this Agreement. Leased Space shall be used for operation of the Concession and for no other purpose unless otherwise approved in writing by the Commissioner.

"Lease Year" means

- A. for the initial Lease Year of this Agreement, a period beginning on the first day of the Primary Term and ending on December 31 of that calendar year, and
- B. for the balance of the Term, each successive calendar year, but including only that portion of the final calendar year during which the Term expires or the Agreement is otherwise terminated.

"License" means the privilege granted to Tenant under this Agreement to operate the Concession at the Airport.

"License Fee" means, the fee payable by Tenant for the License, equal to the greater of the "Percentage Fee" or "Minimum Annual Guarantee", as set forth in Section 7.1 and Exhibit 2.

"Merchandise" means the merchandise that Tenant is permitted to sell in its Retail Space and maintain in inventory in its Storage Space under the terms of this Agreement, as set forth by category or item in Exhibit 5. As set forth in Article 4, Tenant was selected by the City specifically to sell the Merchandise identified in Exhibit 5 and is not permitted to sell any goods or services not identified in Exhibit 5 or conduct any other business from the Leased Space unless otherwise agreed in writing by the Commissioner.

"Minimum Annual Guarantee" or "MAG" means the minimum amount payable each Lease Year for the License Fee. The MAG will commence upon the DBO.

"Percentage Fee" means the percentage fee(s) set forth in Exhibit 2.

"Primary Term" means that portion of the Term that commences upon the expiration of the Interim Term and continues for five years.

"Relocation Space" means space to which Tenant must relocate an Advertising Display or Storage Space at the request of the Commissioner after the Effective Date pursuant to Section 5.1.

"Rent" means all amounts payable by Tenant in connection with this Agreement, including but not limited to License Fees, Additional Rent and any liquidated damages specified in the

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Agreement for non-compliance with the City's requirements for Concession operations.

"Storage Space" means a Leased Space used by Tenant for storage of materials to support the Advertising Displays and the Concession.

"Subcontractor" means all entities providing services and materials to Tenant necessary for its Concession operations or for the design, construction, repair, and maintenance of the Leased Space and Improvements. The term "Subcontractor" also includes subconsultants of any tier, subcontractors of any tier, suppliers and materialmen, whether or not in privity with Tenant.

"Subcontracts" means all oral or written agreements with Subcontractors.

"Term" means the period of time beginning on the Commencement Date and comprised of the Interim Term, Primary Term, and, at the City's sole discretion, the Renewal Term.

"Use Agreements" means those certain airport use and facility lease agreements between the City and the airlines operating out of the Airport regarding the use and operation of the Airport, as amended or executed from time to time.

"Work" means everything necessary for the design, engineering, construction, fabrication and installation of the Improvements; when referring to restoration of Improvements after Major Damage, it means everything necessary for the replacement, repair, rebuilding, or restoration of the Improvements.

ARTICLE 4 LICENSE, LEASE AND TENANT'S OPERATIONS

4.1 Concession License and Lease. As of the Effective Date, this Agreement, and the Lease and License granted under it, supersede, cancel and terminate any existing agreements or understandings between the parties and relating to the subject matter of this Agreement (including, but not limited to, that certain Advertising Concession Lease and License Agreement by and between
the City of Chicago (Department of Aviation) and dated }. Effective as of the Effective Date, the City grants Tenant a License to operate a Concession at the Airport and a Lease to operate the Concession from the Leased Space. Tenant accepts the License and Lease from the City and assumes the

duties of Tenant provided in this Agreement and in the Airport Concession Program Handbook. TENANT ACKNOWLEDGES AND AGREES THAT ALL AMOUNTS PAYABLE TO THE CITY UNDER THIS AGREEMENT CONSTITUTE RENT AND THAT THIS AGREEMENT CREATES A TAXABLE LEASEHOLD UNDER THE ILLINOIS PROPERTY TAX CODE, 35 ILCS 200/1 et seq. Tenant understands and agrees that both its License to operate a Concession and its right to occupy the Leased Space will terminate upon the expiration or earlier termination of this Agreement. If Tenant complies with the terms of this Agreement, Tenant will have the right of ingress to and egress from the Leased Space, for Tenant, its officers, employees, agents, Subcontractors, vendors, suppliers, and invitees, subject, however, to all statutes, ordinances, rules and regulations from time to time enacted or established by the City, the

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United States Federal Aviation Administration ("FAA"), the Transportation Security Administration ("TSA") or any other governmental agency or authority having jurisdiction. Tenant must not conduct its Concession operations in a manner that, in the judgment of the Commissioner:

- A. interferes or might interfere with the reasonable use by others of Common Areas or the leased or licensed space of other tenants or licensees at the Airport;
- B. hinders or might hinder TSA, Airport security, police, fire fighting or other emergency personnel in the discharge of their duties;
- C. would, or would be likely to, constitute a hazardous condition at the Airport;
- D. would, or would be likely to, increase the premiums for insurance policies maintained by the City, independent of any increases which might occur regardless of Tenant's actions, unless the operations are not otherwise prohibited under this Agreement and Tenant pays the increase in insurance premiums occasioned by the operations; or
- E. would involve any illegal purposes.

2 No subleases, assignments or other uses. Tenant understands and agrees that the Lease and the License granted under this Agreement are interdependent and that the locations of the Advertising Displays were determined by the City so that the Concession operated by Tenant is an element of an overall concession program and, as such, complements and does not conflict with other concessions in the vicinity of the Advertising Displays. Accordingly, Tenant acknowledges: that the principal purpose of this Agreement is to provide Tenant a License to operate its Concession, without right of sublease or assignment, from the Leased Space and that any attempted sublease, assignment or other use of the Leased Space without the written consent of the City in accordance with the terms of this Agreement is absolutely prohibited and is an Event of Default.

3 Intentionally Omitted

4 General Requirements for Operation of Concessions. Tenant has the authority to manage and administer the Concession in the Leased Space, subject to the rights of the City under the law, in equity, and under this Agreement to direct Tenant in order to ensure that the Airport operates in the most effective and

efficient way possible and to supervise the Tenant's performance. Tenant covenants to take all commercially reasonable measures to maintain, develop, facilitate and increase the business of the Concession so as to maximize Gross Revenues. Tenant further covenants that neither it nor any Affiliate of Tenant will knowingly divert or cause or allow to be diverted any business from the Leased Space to other locations not at the Airport that are operated by Tenant or any Affiliate of Tenant. A material condition of this Agreement is that Tenant must operate the Concession operations in accordance with the Airport Concession Program Handbook, attached hereto as Exhibit 6, and the following general requirements:

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- A. Unless otherwise approved by the Commissioner in writing, Tenant must conduct business in its Leased Space only in the Tenant's trade name identified in its response to the RFP.
- B. Unless authorized in writing by the Commissioner, Tenant must not install or operate any coin, card, token or otherwise activated vending machines or devices of any kind or type.
- C. Tenant must conduct its Concession operations in a first-class, businesslike, efficient, courteous, and accommodating manner consistent with the "Physical Inspection Standards" that appear in Appendix 1 of the Airport Concession Program Handbook. The Commissioner has the right to make reasonable objections to the appearance and condition of the Leased Space if they do not comply with the Physical Inspection Standards. Tenant must discontinue or remedy any non-compliant practice, appearance or condition within five (5) days (or, if it is not reasonably possible to discontinue or remedy such situation within five (5) days, submit a plan for or begin the process of discontinuing or remedying within five (5) days) following receipt of a written notice by the Commissioner (or immediately upon receipt of such a notice if the Commissioner deems non-compliance hazardous or illegal). Tenant's failure to timely cure the non-compliance as required by the Commissioner would cause the City damages including, among other things, loss of goodwill, that would be difficult or impossible to prove or quantify. Accordingly, if Tenant fails to timely cure non-compliance, then, in addition to all other remedies the City may have at law, in equity or under this Agreement, and beginning on the first day after expiry of the applicable cure period, Tenant must pay the City, as liquidated damages in connection with the loss of good will among visitors to the Terminals, and not as a penalty, the amount of \$200 per day for each non-compliant practice, appearance or condition specified in the notice that remains uncured after the cure period.
- D. Tenant must neither commit nor allow any nuisance, noise or waste in the Leased Space or annoy, disturb or be offensive to others in the Airport's terminals. Tenant must employ all reasonable means to prevent or eliminate unusual, nauseating or objectionable smoke, gases, vapors or odors from emanating from the Leased Space. Tenant must employ all reasonable means to eliminate vibrations and to maintain the lowest possible sound level in the operation of the Concession.
- E. Tenant must not place or install any racks, stands, or trade fixtures directly on or over the boundaries of its Leased Space. Tenant must not use any space outside the Leased Space for sale, storage or any other undertaking, other than in connection with deliveries made in a prompt, timely and efficient manner unless authorized to do so in writing by the Commissioner.

F. In its capacity as Tenant under this Agreement, and not as an agent of the City, Tenant must manage the Concession operations and the Leased Space in accordance with this Agreement, in furtherance of which Tenant must, among other things:

i) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of the Leased Space;

ii) answer in writing all written customer complaints within 72 hours after receipt, furnishing a copy of the complaint and the answer to the Commissioner within that period; and,

iii) furnish the Commissioner within 72 hours after their receipt copies of all written notices received by Tenant from any governmental authority or any Subcontractor with respect to any part of the Leased Space or any Subcontract.

If Tenant fails to timely respond to customer correspondence or governmental notices and furnish the requisite copies to the Commissioner, it is an Event of Default. Tenant acknowledges that the City may suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess as liquidated damages against Tenant, and not as a penalty: (A) an amount of \$200 per day for each day after the initial 72 hours until Tenant responds to the customer complaint or governmental notice and (B) if Tenant fails to provide the requisite copies to the Commissioner, \$100 per day (up to a maximum of 60 days) until the Tenant provides the Commissioner with the copies.

5 Intentionally Omitted

6 Personnel. A. Staff.

i) Tenant must maintain a fully trained staff during the Term of this Agreement having sufficient size, expertise and experience to operate the Concession. Tenant must maintain an adequate sales force so as to maximize Gross Revenues and use the utmost skill and diligence in the conduct of its Concession operations.

ii) All employees of Tenant must at all times be clean, courteous, neat in appearance and helpful to the public, whether or not on duty. While on duty, Tenant's employees must be appropriately dressed and must wear Airport identification badges and any other form(s) of identification that may be required by the Commissioner from time to time.

iii) Tenant and its personnel must at all times participate and cooperate fully in all quality assurance programs that may be instituted by the Commissioner from time to time. Tenant must cause its personnel to attend all customer service training meetings and participate in such other programs as may be required by the Commissioner. An appropriate officer or management representative of Tenant must meet with the Commissioner as requested by the Commissioner to

discuss matters relating to this Agreement, including merchandising and marketing plans. In addition, at the Commissioner's request, an appropriate officer or management representative of Tenant must attend other meetings with the City, airlines, other users of the Airport or any other parties designated by the Commissioner.

(iv) The Commissioner reserves the right to object to any of the personnel responsible for the day-to-day operation of the Concession. Upon receipt of such objection, Tenant must use its best efforts to resolve the cause for Commissioner's objection or replace the objectionable personnel with personnel satisfactory to the Commissioner.

B. General Manager. Tenant must designate a General Manager experienced in management and supervision who has sufficient authority and responsibility to administer and manage the Concession. The General Manager (or authorized representative) must be available to the Department at all times, with no longer than a three (3) hour response time. For purposes of this provision, the response time shall be deemed to be satisfied if first contact, including a phone call, is made within such period, and the issue is addressed within a reasonable time thereafter in light of the circumstances. The base of operations of the General Manager must be in the Chicago metropolitan area, and the General Manager must spend substantially all of his or her working hours dedicated to the operations of the Concession, unless the Commissioner approves in writing another arrangement. The General Manager is subject to removal at the direction of the Commissioner if the Commissioner reasonably determines, in her sole discretion, that the General Manager is not performing up to standards consistent with the fulfillment of Tenant's obligations.

C. Salaries. Salaries of all employees of Tenant and its Subcontractors performing services or Work under this Agreement must be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for those payroll deductions that are mandated by law or permitted by the applicable regulations issued by the United States Secretary of Labor under the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874, and 40 U.S.C. § 276c). Tenant must comply with all applicable "Anti-Kickback" regulations and must insert appropriate provisions in all Subcontracts covering Work under this Agreement to insure compliance of all Subcontractors with those regulations and with the other requirements of this subsection, and is responsible for the submission of affidavits required under them, except as the United States Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements of them.

4.7 Operation and Maintenance.

A. The City, at its sole cost and expense, will keep in good repair the Common Areas, including the roof, structures, foundations and central mechanical, plumbing and

electrical systems in the Airport providing heating, ventilation, cooling, water, sewage and

electrical service to the terminals, concourses, and other structures at the Airport related to the Concession. The City will provide, without separate charge to Tenant, heating, ventilating and cooling of the Common Areas. The Commissioner reserves the right to interrupt temporarily the heating, air cooling, ventilation, plumbing or electrical services furnished to the Common Areas or the Airport as a whole to make emergency repairs or for other reasonable purposes, and the Commissioner will restore the services as soon as reasonably possible. The City has no responsibility or liability for failure to supply heat, air cooling, ventilation, plumbing, electrical or any other service to the Leased Space, the Common Areas or the Airport, when prevented from doing so by laws, orders or regulations of any federal, state or local governmental requirement (including any requirement of any agency or department of the City) or as a result of the making of repairs or replacements, fire or other casualty, strikes, failure of the utility provider to provide service or due to any other matter not within the City's reasonable control.

B. Tenant must provide all cleaning and janitorial services to the Leased Space. Tenant must clean, maintain and repair (including replacements, where necessary) the Leased Space and Improvements in first-class condition and repair during the entire Term. If fixtures or equipment are installed in or attached to roof vents or other openings in the structure or to ducts that connect with the openings, Tenant must keep the ducts, vents and openings free from the accumulation of grease, dirt and other exhaust matter and must furnish and service any filters or other equipment necessary to prevent such accumulation. To the extent any City ordinance imposes a stricter standard than the requirements of this section, the stricter standard must govern. With respect to a Leased Space that has been designated to be relocated, if any, Tenant's obligations with respect to repair and maintenance will continue until such time as Tenant has completed the Improvements in the Relocation Space to which the affected Leased Space is being relocated.

4.8 Utilities.

A. Tenant must pay as Additional Rent a sum of \$ _____ to cover costs for natural gas, water, sewage and electricity furnished to the Leased Space. Tenant must maintain utility lines to the Leased Space as follows:

i) where the utility lines, including gas, electrical, telephone, hot and cold water, fire sprinkler, gas, and sewer serve the Leased Space and other areas of the Airport, Tenant is only obligated to maintain those branch lines and facilities that are located within and serving the Leased Space; and

ii) where the utility lines are solely for the use of the Leased Space, Tenant is obligated to maintain the utility lines from the Leased Space up to the main entry points to the Airport.

Alternatively, the City may, at the Commissioner's sole discretion, maintain the lines and charge Tenant the reasonable cost of the maintenance. Tenant must maintain all electrical cables, conduits, wiring, fire alarm systems, electrical panels and associated equipment located within and serving the Leased Space.

4.9 Refuse Handling.

- A. Tenant, at its own cost and expense, must provide for the handling of all refuse, including trash, garbage, and other waste created by the Concession operations and for their disposal at a centrally located dump sites within the Airport designated by the Commissioner from time to time. Within its Leased Space, Tenant must provide a complete and proper arrangement for the adequate sanitary handling and disposal of trash, garbage and other refuse resulting from its Concession operations. Tenant must provide and use suitable covered metal receptacles for all trash, garbage and other refuse in accessible locations within the boundaries of each Leased Space. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Leased Space or the Common Areas is forbidden. The Commissioner reserves the right, from time to time, to establish time periods or schedules during which Tenant must remove refuse from the Leased Space.
- B. Tenant must comply with all present and future laws, orders and regulations and any rules and regulations promulgated by the Commissioner regarding the separation, sorting and recycling of garbage, refuse and trash. If and when any system for centralized waste disposal is put in place for the Airport that is capable of appropriately allocating to Tenant its proportional share of the cost of disposal of the refuse that Tenant and others deposit in it, then Tenant must pay its proportional share as determined by the City of the portion of those disposal costs actually charged by any third party contractor to the City or billed directly to Tenant by the third party contractor.

4.10 Intentionally Omitted.

11 Intentionally Omitted.

12 Certain Rights Reserved By the City.

- A. Except as expressly provided otherwise in this Agreement: the City has the rights set forth below, each of which the City may exercise with notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of exercising them; the City's exercise of any such rights is not deemed to constitute a breach of this Agreement or a disturbance of Tenant's use or possession of or Lease to the Leased Space; the City's exercise does not give rise to any claim, including for set-off or abatement of Rent; the City's exercise also does not relieve Tenant of any

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obligation to pay all Rent when due. The rights include the rights to:

- i) Install, affix and maintain any and all informational and/or directional signs in any parts of the Airport;
- ii) Decorate or to make repairs, inspections, alterations, additions, or improvements, whether

structural or otherwise, in and about the Airport, or any part of it, and for such purposes to enter upon the Leased Space, and during the continuance of any of the work, to temporarily close doors, entry ways, public space and corridors in the terminals, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations under this Agreement, so long as the Leased Space is reasonably accessible and usable;

iii) Upon request, require Tenant to furnish the Department with copies of door keys for the entry doors of the Leased Space, where applicable, and to retain them at all times, and to use in appropriate instances, keys, including master keys and passkeys, to all doors within and into the Leased Space, but the keys will at all times be kept under adequate and appropriate security by the Department. Tenant must not change any locks, nor affix locks on doors without the prior written consent of the Commissioner. Notwithstanding the provisions for the Department's access to the Leased Space, Tenant releases the City from all responsibility arising out of theft, robbery, pilferage and personal assault unless the same results from the City's gross negligence or willful misconduct. Upon the expiration of the Term of this Agreement or Tenant's right to possession of the Leased Space, Tenant must return all keys to the Concession Management Representative and must disclose the combination of any safes, cabinets or vaults left in the Leased Space;

iv) Approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Leased Space so as not to exceed the legal load per square foot designated by the structural engineers for the Airport, and to require all such items and furniture and similar items to be moved into or out of the Leased Space only at the times and in the manner as the Commissioner directs in writing. Tenant must not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Leased Space without the prior written consent of the Commissioner. Movements of Tenant property into or out of the Leased Space and within the Terminals are entirely at the risk and responsibility of Tenant, and the Commissioner reserves the right to require permits before allowing any property to be moved into or out of the Leased Space;

v) Establish controls for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the Leased Space;

vi) Regulate delivery and service of supplies and the usage of the apron area, loading docks, receiving areas and freight elevators and designate the times within which, and the locations at which, deliveries may be made to or by Tenant;

(vii) Show the Leased Space to prospective Tenants and subtenants at reasonable times

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and, if vacated or abandoned, prepare the Leased Space for re-occupancy;

viii) Erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances to them, in and through the Leased Space at reasonable locations;

ix) Enter the Leased Space for the purpose of periodic inspection for fire protection, maintenance and compliance with the terms of this Agreement and exercise any rights granted to it in this Agreement; except

in the case of emergency, however, the right must be exercised upon reasonable prior notice to Tenant and with an opportunity for Tenant to have an employee or agent present;

- x) Grant to any person the right to conduct any business or render any service in or to the Airport.
- xi) Promulgate from time to time rules and regulations regarding the operations at the Airport; and
- xii) Maintain newspaper vending machines at any location in the Airport.

B. If Tenant is required to perform any sprinkler Work, City reserves the right to perform the Work and charge the Tenant for the cost of the sprinkler Work and specify charges as Additional Rent under the Agreement or to approve Tenant's proposed sprinkler contractor, at the City's sole option.

ARTICLE 5 LEASED SPACE AND IMPROVEMENTS

5.1 Leased Space. As provided in Section 4.1, the City grants Tenant the right to use the Leased Space identified in Exhibit 1, or portions thereof, from the date of delivery of each portion of the Leased Space through the remainder of the Term of this Agreement for the operation of the Concession, except as otherwise provided for herein. Exhibit 1 may be amended by agreement of the Tenant and the Commissioner from time to time to reflect changes in Leased Space, including but not limited to any Additional Space or Relocation Space. As of the Effective Date, all square footage identified in Exhibit 1 is approximate, and is subject to final correction in accordance with field measurements to be taken after completion of the Improvements. All such measurements relating to the Leased Space will be made to and from the "lease lines" as identified on Exhibit 2.

- A. Advertising Space. The Leased Space includes the Advertising Space identified in Exhibit 1. Advertising Space is to be used for the installation of Advertising Displays.
- B. Storage Space. The Leased Space includes the Storage Space, if any, identified in Exhibit 2. Storage Space is to be used to store supplies for use in the operation of the Concession. It may be used for other purposes relating to the Concession with the

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consent of the Commissioner. If the Commissioner determines that Tenant is using Storage Space for purposes unrelated to the Concession, the Commissioner may unilaterally delete the Storage Space from the Leased Space. If the Commissioner determines that the size of the Storage Space exceeds the needs of the Tenant, the Commissioner may unilaterally reduce the size of the Storage Space.

C. Additional Space.

i) During the Term, the Commissioner may from time to time, at her sole discretion, make Additional Space available in the Airport for Tenant's Concession operations. In such event, the Commissioner

will send written notice to Tenant to advise Tenant of the following:

- a. size and location of the Additional Space being offered, if any;
 - b. whether the Additional Space is being offered as Advertising Space or Storage Space;
- and
- c. the City's Shell and Core obligations and Tenant's Improvement obligations for the Additional Space.

Within sixty (60) days after receiving the notice from the Commissioner, Tenant must notify the Commissioner if it accepts or rejects the Additional Space and, if the Additional Space is Advertising Space, the amount by which Tenant proposes to increase its Minimum Annual Guarantee to reflect the anticipated increase in Gross Revenues from the Additional Space. Upon notification from Tenant to the Commissioner that Tenant accepts the Additional Space and, if the Additional Space is Advertising Space, acceptance by the Commissioner of the proposed increase in the Minimum Annual Guarantee, the square footage will be added to the Advertising Space or Storage Space, as applicable, under this Agreement and Exhibits 1 and 2 modified accordingly. Upon notification from Tenant to the Commissioner that it rejects the Additional Space or if Tenant fails to notify the Commissioner within 60 days that it accepts the Additional Space, the offer will terminate and the Commissioner may offer the Additional Space to others.

ii) Nothing in (i) above requires the Commissioner to offer any Additional Space to Tenant or limits or restricts the Commissioner's or the City's right to enter into any concession agreement with any third party for such Space. Additional Space, if any, offered to Tenant is solely for the benefit of the Airport, and whether or not to offer such Additional Space to Tenant is at the Commissioner's Sole and absolute discretion.

iii) Additional Space may include space within the terminals that has been leased or licensed to an airline or other Airport tenant. In such event, the Rent, or a portion thereof, payable by Tenant for such Additional Space may be shared by the City with the airline or other Airport tenant in such amount as may be negotiated by the Commissioner, and Commissioner and Tenant will meet to coordinate payment of such shared Rent to the airline or other Airport tenant.

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D. Relocation Space, The Commissioner may at any time during the Term require Tenant to relocate all or portion of the Leased Space to another location within the Airport and terminate the Lease with respect to the Leased Space being vacated when, in the sole discretion of the Commissioner, the relocation is necessary for other airport purposes or is in the best interest of the City. In such an event:

i) The Commissioner, will notify Tenant in writing within a reasonable period of time prior to the relocation of all or part of the Leased Space. Such notice will be not less than 90 days in advance of the relocation but, in any event, notice is not required more than 180 days in advance.

ii) If an Advertising Space is being relocated and the Relocation Space for an Advertising Space is not comparable in size, visibility, and traffic, in Tenant's reasonable business judgment, Tenant may reject the Relocation Space by notifying the Commissioner in writing no later than 15 days after Tenant receives the Commissioner's notice. If Tenant rejects the Relocation Space, then the Lease for the affected portion of the Leased Space will terminate on the date for the relocation set forth in the Commissioner's notice, and the Minimum Annual Guarantee as of such date will be adjusted in proportion to the percentage of Tenant's Gross Revenues from prior Lease Year that were generated at the affected Leased Space. Further, if Tenant rejects the Relocation Space, Tenant is entitled to a credit, equal to the unamortized portion of Tenant's actual Improvement Costs, as approved by the Commissioner, for the Advertising Space being vacated (but excluding any Improvement Costs for Tenant personal property or any portion of the Improvements that can be moved and used by Tenant elsewhere), against Rent due and owing to the City from Tenant until the full amount of the credit has been applied against Rent.

(iii) . Except when Tenant rejects Relocation Space pursuant to (ii) above, the City is responsible for costs incurred in the relocation or replication of the Improvements in the Leased Space being vacated, including the cost of moving Tenant's equipment and inventory and the cost of constructing replacement Improvements comparable to the condition of the Improvements in the Leased Space being vacated as of the date of relocation, to the extent comparable Improvements do not already exist in the Relocation Space. In the case of a relocation, Tenant must promptly vacate the portion of the Leased Space required to be vacated and as to which this Agreement is being terminated and return the portion of the Leased Space in as good or better condition as existed as of the date that the City gave Tenant possession of the Leased Space being vacated, unless the Commissioner otherwise agrees in writing. The City will endeavor not to require Tenant to move from the Leased Space being vacated to the Relocation Space before Work on Improvements in the Relocation Space is completed, but the Leased Space being vacated may be needed for other airport purposes prior to the completion of Improvements in the Relocation Space. Because the City is replacing Improvements in kind, Tenant is not entitled to any credit for unamortized Improvement Costs for the Leased Space being vacated, and the unamortized Improvement Costs for the Leased Space being vacated will deemed to be the unamortized Improvement Costs for the Relocation Space and continue to be amortized on the same schedule as the original Leased Space.

5.2 Title to Property in the Leased Space. Tenant shall retain title and ownership to all

Tenant personal property in the Leased Space except in the event of deemed abandonment. The City owns all other property at the Leased Space, including the Shell and Core and Improvements. Tenant represents and warrants that all the personal property located in the Leased Space on the Commencement Date will be owned by Tenant..

3 Intentionally Omitted

4 Tenant's Improvement Obligations.

- A.. Advertising Space and Storage Space. Tenant must complete, or cause to be completed, the Improvements described in the Development Plan in accordance with Construction Documents (defined below) that have been approved by the Commissioner. Improvements shall be at Tenant's sole cost and expense, and must be completed on or before the date set forth for each portion of the Leased Space in accordance with the schedule set forth in the Development Plan, subject to Section 11.20 "Force Majeure". Tenant must provide for any supplemental heating, cooling and exhaust facilities that Tenant may require to properly heat, cool, ventilate and exhaust air in the Leased Space. All such supplemental facilities must be designed and installed in accordance with the TDCPM and applicable building codes, and must be approved by the Commissioner prior to installation. If at any time the Tenant's supplemental heating, cooling and exhaust facilities fail to comply with the design and operational standards set forth in the TDCPM, Tenant must, on notice from the City, cause repairs to be made so that Tenant is in compliance with this requirement.
- B. Additional Space. Tenant must complete or cause to be completed, at Tenant's sole cost and expense, the Improvements for each Additional Space, if any, identified by the Commissioner 90 days after acceptance by Tenant of such Additional Space, at a total investment in Improvement Costs for each permanent Additional Space as set forth in the Commissioner's notice of assignment of such Additional Space and Tenant's acceptance thereof.
- C. Temporary Relocation Space and Additional Space. The Commissioner may require Tenant to operate the Concession, prior to the Date of Beneficial Occupancy applicable to any Relocation Space and Additional Space, from a temporary Relocation Space, at City's sole cost and expense. If approved by the Commissioner, Tenant may use temporary or used fixtures, trade fixtures and equipment and is not required to install Improvements except to the extent necessary to make the temporary Relocation Space useable.
- D. Improvement Costs. Only Improvement Costs of the types set forth in the budget in the Development Plan are deemed to be validly incurred Improvement Costs for purposes of this Agreement. Tenant must provide the Commissioner with a

statement certified by Tenant, setting forth the aggregate amount of the Improvement Costs expended by Tenant for the Leased Space, with such detail as may be reasonably requested by the Commissioner. The certified statement must be submitted at the same time as the "as-built" drawings for the Leased Space. Tenant must make available to the Commissioner, at the Commissioner's request, receipted invoices for labor and materials covering all Improvement Costs. The Commissioner has the right to audit the Improvement Costs. If there is a discrepancy of 5% or more, the cost of the audit must be paid promptly by Tenant upon request. If the Tenant's actual Improvement Costs for any portion of the Leased Space are less than 95% of the amount set forth in the Development Plan for said portion of the Leased Space, Tenant must, within 30 days after the date of completion of the Work or the Date of Beneficial Occupancy, whichever is earlier, pay the City the difference between 95% of the amount set forth in the Development Plan and the actual Improvement Cost for said portion of the Leased Space.

- E. Amortization of Improvement Costs. The actual Improvement Costs, as approved by the Commissioner, will be memorialized in the confirmation of DBO for the Leased Space in question and attached in Exhibit 1. The amount of actual Improvement Costs approved by the Commissioner and memorialized in the confirmation of DBO will thereafter be used in the calculation of unamortized Improvement Costs wherever such amount is referenced in this Agreement. Amortization of Improvement Costs will be calculated on a straight-line basis over one hundred twenty (120) months beginning on the DBO.

5.5 Work Requirements.

A. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF WORK UNDER THIS AGREEMENT.

B. Compliance with Standards. Tenant must comply in its design, construction, use, occupancy and operation of the Leased Space, at its own cost, with:

- i) all regulations and directives now or later promulgated by the FAA or TSA pertaining to airport security, as such regulations and directives may be amended or modified from time to time during the Term of this Agreement;

- ii) all federal, State of Illinois, and City laws, rules, regulations and ordinances, including all building, zoning and health codes and all Environmental Laws; and

- iii) the Tenant Design and Construction Procedures Manual ("TDCPM") and the Airport Concession Program Handbook. ■

Tenant must complete or cause to be completed all Improvements in accordance with all rules, regulations and standards, including the TDCPM, and the approved Construction Documents

(as defined below) for any Improvements. If there is a conflict between work requirements stated in this Agreement and those set forth in the TDCPM, the Commissioner has the sole discretion to determine which prevails. No construction must take place until the Commissioner has approved the Construction Documents.

In addition to the requirements set forth in the TDCPM, Tenant acknowledges the City's goal to incorporate environmentally sustainable design in building, infrastructure, and tenant improvements at the Airport. Accordingly, Tenant agrees to use best efforts to incorporate sustainable design practices in the development and build out of the Leased Space, to engage a LEED¹ (Leadership in Energy and Environmental Design) accredited professional on its architectural team, to create an operational plan that incorporates sustainable practices in all aspects of the daily operation of the Leased Space, and to comply to the extent that it is commercially reasonable to the requirements of the "CDA Sustainable Airport Manual," dated August 2009, as such may be amended and updated during the Term.

C. Development Plan. Tenant's Development Plan (in draft form), as approved by the Commissioner, is attached hereto as Exhibit 3 and includes the locations of each Advertising Display; descriptions and images of advertising media,, structures, equipment and fixtures for each Advertising Display; Improvement Costs for each Advertising Display and Storage. Space; the schedule for implementing the Improvements and commencing Concession operations in the Leased Space; temporary facilities that may be necessary to meet the requirements of this Agreement; and tentative Date of Beneficial Occupancy. Tenant and Commissioner acknowledge and agree that the Tenant Development Plan attached as Exhibit 3 is subject to change based on Tenant and Commissioner's mutual agreement.

D. 60 Percent Design Phase. Within 60 days of the Effective Date, Tenant must submit to the Commissioner its proposed 60 percent design drawings and specifications prepared as required under the TDCPM ("60 Percent Designs"), which must include any Shell and Core modifications or other modifications to base building systems required to accommodate Tenant's proposed Improvements in conformance with the Development Plan. The Commissioner will attempt to review and respond to the 60 Percent Designs within 10 days after the Commissioner's receipt with an "accepted," "accepted [with comments] as noted," or "revise and resubmit." If any of the 60 Percent Designs requires resubmission, Tenant must resubmit the 60 Percent Designs addressing the Commissioner's comments within 5 days after receiving the Commissioner's response. Tenant must resubmit the 60 Percent Designs as many times as necessary until the Commissioner either accepts them or accepts them as noted; however, if Tenant fails to provide acceptable 60 Percent Designs after 5 attempts, it will be an Event of Default. Notwithstanding the above, the aforementioned time limits within which Tenant must perform shall be extended if, through no fault of Tenant or its Subcontractors, there is a delay in the process caused by a party other than Tenant or its Subcontractors which makes it unreasonable for

Tenant to meet such time limits.

E. 100 Percent Design Phase. Tenant must prepare and submit to the Commissioner, within 45 days

following its receipt of the Commissioner's approval of the 60 Percent Designs, the 100 percent design drawings and specifications and a construction schedule that complies with the Development Plan ("100 Percent Designs"). The Commissioner will attempt to review and respond to the 100 Percent Designs within 10 days after the Commissioner's receipt with an "accepted," "accepted [with comments] as noted," or "revise and resubmit." If any of the 100 Percent Designs requires resubmission, Tenant must resubmit the 100 Percent Designs addressing the Commissioner's comments within 5 days after receiving the Commissioner's response. Tenant must resubmit the 100 Percent Designs as many times as necessary until the Commissioner either accepts them or accepts them as noted; however, if Tenant fails to provide acceptable 100 Percent Designs after 5 attempts, it will be an Event of Default. Upon acceptance by the Commissioner, the 100 Percent Designs drawings, specifications, and construction schedule will be deemed the approved "Construction Documents." If Tenant desires to use the services of any Subcontractor, Tenant must submit the name and qualifications of the Subcontractor to the Commissioner for review and approval, which approval may be granted or denied in the Commissioner's sole discretion. Within 10 days following approval of the 100 Percent Designs, Tenant must prepare and submit to the City's Buildings Department, or its successor agency, applications for all building permits required to undertake construction of the Improvements. Notwithstanding the above, the aforementioned time limits within which Tenant must perform shall be extended if, through no fault of Tenant or its Subcontractors, there is a delay in the process caused by a party other than Tenant or its Subcontractors which makes it unreasonable for Tenant to meet such time limits.

F. Start of Construction. For each portion of the Leased Space, within 10 days after the latest to occur of: 1) the City delivers to Tenant possession of said portion of the Leased Space, 2) the date Tenant has obtained applicable building permits for said portion of the Leased Space, and 3) the date of commencement of construction set forth in the Development Plan, Tenant must begin construction of the Improvements under and consistent with the approved Construction Documents, in a diligent, first-class and workmanlike manner. Commissioner may require Tenant and its Subcontractors to meet with the Department's construction manager and Concessions Management Representative prior to starting construction. Notwithstanding the above, the aforementioned time limits within which Tenant must perform shall be extended if, through no fault of Tenant or its Subcontractors, there is a delay in the process caused by a party other than Tenant or its Subcontractors which makes it unreasonable for Tenant to meet such time limits. In all respects, the Improvements:

(i) Must conform with all architectural, fire, safety, zoning and electrical codes and all

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federal, State, City and other local laws, regulations and ordinances pertaining to them, including the ADA, and all Airport standards, procedures and regulations.

ii) Must be free and clear of any mechanics' or materialmen's liens or similar liens or encumbrances.

iii) Except as otherwise provided in this Agreement, must be completed entirely at Tenant's cost and expense and in accordance with the requirements of this Agreement including, but not limited to, the requirements and procedures set forth in the TDCPM.

iv) Upon the request of the Commissioner, Tenant must purchase and install a security camera and connect the camera feed into a junction box at a location to be determined by the Commissioner. Tenant will permit the Commissioner to connect the security camera to the Airport security system.

Approval of the Construction Documents by the Commissioner does not constitute her or the City's representation or warranty as to their conformity with any architectural, fire, safety, zoning, electrical or building code, and responsibility therefor at all times remains with Tenant. Tenant must not permit its design and construction Subcontractors to make any modifications to base building systems without prior written consent of the Commissioner.

G. Change Order Review. Tenant must cause all Work to be performed in a first class, good and workmanlike manner and in accordance with the Construction Documents. Tenant may request in writing that change orders relating to the Work be responded to by the City, and the City will so respond within 10 days, unless a response within 10 days is unreasonable in the circumstances, in which case the response period will be as reasonably determined by the City but in no event longer than 20 days. At all times during the Work, Tenant must have on file with the Commissioner and on the construction site for inspection by the Commissioner, a copy of the approved Construction Documents. Tenant must immediately begin to reconstruct or replace and diligently pursue to completion, at its sole cost and expense, before or after completion of the Work, any Work that is not performed in accordance with the Construction Documents as approved by the Commissioner.

H. Inspection of Improvements in Progress. The Department has the right to enter upon the Leased Space for the purposes of inspecting and recording the Improvements in progress, ensuring that Tenant's construction complies with the Construction Documents, and rejecting any such construction that does not so conform

I. Notice of Substantial Completion and Inspection. At least 14 days prior to anticipated substantial completion of the construction of a Leased Space, Tenant must deliver to the Commissioner a "notice of substantial completion." On the date specified in the notice of substantial completion, the Department will perform a final

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inspection of the Improvements for compliance with the Construction Documents for the Improvements, and will, not later than 10 days after inspection, provide a punchlist to Tenant describing in sufficient detail any discrepancies between the Improvements and the Construction Documents. Tenant must cause all discrepancies (other than those approved by the Commissioner as variances) to be reconstructed, replaced or repaired in substantial accordance with the Construction Documents. Within 10 days after the date of substantial completion and prior to commencing Concession operations in Leased Space, Tenant must provide, as evidence of the substantial completion of the Work, copies of any and all Certificates of Occupancy and other

approvals, if any, necessary for Tenant to occupy the portion of the Leased Space for its intended use. Tenant shall not commence Concession operations in the Leased Space until such documents have been received by the Commissioner and . until authorized to do so by the Commissioner.

J. Timeliness - Punch Lists; Opening for Business. Tenant acknowledges that if it fails to comply with Construction Document requirements (including all tasks necessary to satisfy them, such as, but not limited to, applying at the earliest possible time for and diligently pursuing all necessary building permits), the delay may cause the City to suffer substantial damages, including loss of goodwill, that might be difficult to ascertain or prove. For that reason, but subject to extensions that may be approved by the Commissioner, if, Tenant has not caused the Improvements to be substantially completed in accordance with the Construction Documents and Development Plan, and available for Concession operations not later than the Date of Beneficial Occupancy, as defined herein:

i) Tenant must pay the City liquidated damages at the rate of \$ 100 per day for each day from and after the Date of Beneficial Occupancy, until the date on which the Advertising Displays are actually available for Concession operations; and

ii) if, for any reason, Tenant fails to substantially complete the Improvements in accordance with the approved Construction Documents relating to them within 30 days after the Date of Beneficial Occupancy, the failure is an Event of Default, and the City has the right to exercise any and all remedies under this Agreement, at law or in equity; and further,

iii) if Tenant is permitted to begin Concession operations in accordance with the schedule in the Construction Documents but any punchlist items are not completed within 30 days following the date on which Tenant completes the installation of the advertising displays in said portion of the Leased Space, the Commissioner will assess liquidated damages against Tenant at the rate of \$50 per day per punchlist item not timely completed; and

iv) if Tenant is permitted to begin Concession operations but any punchlist items are not completed within 60 days following the date on which Tenant completes the advertising displays in said portion of the Leased Space, the City reserves the right, at the Commissioner's sole discretion,

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to either:

- a) complete the punchlist Work at the City's cost and bill the Tenant for this Work, in which case the charges are considered Additional Rent; or
- b) close the affected Advertising Display until all outstanding punchlist items are completed.

K. Post-construction Documentation. Tenant must submit a complete set of "as-built" drawings and documentation as outlined in the TDCPM to the Commissioner within 30 days after the date the Commissioner authorizes Tenant to begin Concession operations in the Leased Space. The as-built drawings and documentation are and become the property of the City, except to the extent

of any intellectual property reflecting Tenant's trademarks, trade names or trade dress contained in them.

L. No Mechanics' Liens. Tenant must not permit any mechanics' lien for labor or materials furnished or alleged to have been furnished to it to attach to any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement in any way relating to any work performed by or at the direction of Tenant. Upon making payments to Subcontractors, Tenant must obtain from each Subcontractor a waiver of mechanics' liens against any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement arising out of any work done by the Subcontractor and each and every of the Subcontractor's materialmen and workmen. If, nonetheless, any such mechanics' lien is filed upon any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement, Tenant must indemnify, protect, defend and save harmless the City against any loss, liability or expense whatsoever by reason of it and must promptly and diligently proceed with or defend, at its own expense, the action or proceedings as may be necessary to remove the lien. Tenant must deliver notice to the Commissioner of any such lien or claim within 15 days after Tenant has knowledge of it. Tenant may permit the mechanics' to remain undischarged and unsatisfied during the period of the contest and appeal; provided that Tenant must post a bond with the City equal to 150% of the amount of the lien. If the lien is stayed and the stay later expires or if by nonpayment of any lien any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement will be, or is claimed to be, subject to loss or forfeiture, then Tenant must immediately pay and cause to be satisfied and discharged the lien. If Tenant fails to do so, the Commissioner may, in her sole discretion, draw on the bond and make such payment. If the Commissioner has not requested a bond, then the Commissioner may, in her sole discretion, make such payment out of legally available Airport funds and, in such event, the amount paid shall immediately be payable by Tenant as Additional Rent. Failure to post a bond when requested by the Commissioner or pay such Additional Rent shall be an event of default.

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Damage or Destruction of Improvements.

A. Insubstantial Damage. If Improvements to any Leased Space are damaged, in whole or in part, by fire or casualty, and there is no Major Damage (as defined below) to the portion of the Airport served by the damaged Improvements, then the City will repair any damage to the Shell and Core at the City's expense, and Tenant must repair the damage to the Improvements as soon as reasonably possible (after completion of the Shell and Core) at Tenant's expense.

B. Major Damage.

i) "Major Damage" means any damage or destruction that, based on reasonable estimates made by the Department within 60 days after the occurrence of the damage or destruction, in order to be repaired to the condition existing before the damage or destruction:

- a. would cost, with respect to the Improvements, in excess of 50% of the replacement cost value of all Improvements; and
- b. would cost, with respect to the Shell and Core, in excess of 50% of the replacement cost of the Shell and Core, or would require, in the sole judgment of the Commissioner, more than nine months to complete.

ii) If any part of the Airport suffers Major Damage, whether or not including any portion of the Leased Space located in them, in whole or in part by fire or other casualty, the Commissioner has the right, for a period of six (6) months starting on the date of the occurrence, to elect not to repair the Major Damage as otherwise required under this section, by giving written notice of the election to Tenant. If the Commissioner notifies Tenant of the Commissioner's election not to repair the Major Damage, this Agreement will terminate as to the affected Leased Space effective as of the date of the Major Damage, all Rent due under this Agreement will be prorated to the date of termination, and Tenant must surrender the affected portion of the Leased Space to the City.

iii) If any portion of the Leased Space suffers Major Damage, and if after the occurrence of the damage the Agreement is not terminated, the Commissioner and the airport architect will estimate the cost of restoration and the length of time that will be required to repair the damage and will notify Tenant of the estimate. If the damage can be repaired and the Improvements restored before the Term expires, then Tenant must repair the damage and restore the Improvements. If repair and restoration cannot be substantially completed before the Term expires, then this Agreement terminates as to the portion of the Leased Space as of the date of the Major Damage.

iv) If this Agreement is not terminated in accordance with paragraphs B.(ii) or (iii) and a casualty has damaged or destroyed any portion of the Shell and Core involving the Leased Space, the City will restore the Shell and Core to the condition existing on the Delivery Date, according to the original as-built plans and specifications. Upon completion of the City's Shell and Core restoration work, if any, Tenant must proceed to rebuild the Improvements as nearly as possible to the character

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of Improvements existing immediately before the occurrence.

v) Before beginning to replace, repair, rebuild or restore Improvements, Tenant must deliver to the Commissioner a report of an independent consultant acceptable to the Commissioner setting forth:

- a. an estimate of the total cost of the Work;
- b. the estimated date upon which the Work will be substantially completed; and
- c. a statement to the effect that insurance proceeds are projected to be sufficient to pay the costs of the Work.

vi) The Commissioner will use commercially reasonable efforts to provide suitable temporary Relocation Space during the period of restoration subject to the reasonable approval of Tenant. Tenant must

relocate the Concession operations to the temporary Relocation Space, and the costs associated with any such relocation, including moving expenses and the cost of reconstructing the Improvements in the temporary Relocation Space, must be borne by Tenant.

- C. Tenant's Option. If the Leased Space or a portion of it is subject to Major Damage during the final three years of the Term, Tenant has the right, for a period of 60 days beginning on the date of the occurrence, to elect not to restore the affected Improvements as otherwise required under this Agreement by giving the Commissioner written notice of the election, in which event this Agreement will, as to the portion of the Leased Space, terminate upon the notice. If Tenant desires to rebuild the affected Leased Space, it may do so only upon the written approval of the Commissioner. If approved, Tenant will receive the unamortized Improvement Cost of the restoration upon termination or expiration of the Term, with amortization being calculated on a straight-line basis over a period of time equivalent to the original Term.
- D. Insufficient Insurance. In no event will the City be obligated to repair, alter, replace, restore, or rebuild any Improvements, or any portion of them, nor to pay any of the costs or expenses for them. If available insurance proceeds are not sufficient to cover the cost of the restoration as required under this Section, then Tenant is liable to complete the repairs at its own cost and expense, except as provided in (C) above.

5.7 City Resident Construction Worker Employment Requirement.

- A. Use of Residents. In connection with and during the construction of the Work, Tenant and its Subcontractors must comply with the provisions of §2-92-330 of the Municipal Code of the City of Chicago ("Municipal Code"), as amended from time to time concerning the minimum percentage of total construction worker hours performed by actual residents of the City. (At least 50% of the total construction

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worker hours worked by persons on the site of the Work must be performed by actual residents of the City. Tenant may request a reduction or waiver of this minimum percentage level of Chicagoans in accordance with standards and procedures developed by the Chief Procurement Officer of the City.) In addition to complying with this percentage, Tenant and its Subcontractors are required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. "Actual Residents of the City" means persons domiciled within the City. . The domicile is an individual's one and only true, fixed and permanent home and principal establishment. Tenant and each Subcontractor (for purposes of this subsection, "Employer") must provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

- B. Certified Payroll Reports. During the construction of the Work, weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) must be submitted to the Commissioner in triplicate and must identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

- C. Inspection of Records. Each Employer must provide full access to its employment records to the Chief Procurement Officer, the Commissioner, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Each Employer must maintain all relevant personnel data and records for a period of at least 3 years after final acceptance of the Work. At the direction of the Commissioner, affidavits and other supporting documentation may be required of each Employer to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.
- D. Level of Effort. Efforts on the part of each Employer to provide utilization of actual Chicago residents that are not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer will not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.
- E. Shortfalls; Liquidated Damages. When the Work is completed, in the event that the City has determined that Tenant has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-

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compliance, it is agreed that 1/20 of 1% of the aggregate hard construction costs of the Improvement Costs (the product of .0005 x such aggregate hard construction costs) (as evidenced by approved contract value for the actual contracts) must be surrendered by Tenant to the City as liquidated damages, and not as a penalty, in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Tenant and/or the Subcontractors to prosecution. The City may draw against the Security any amounts that appear to be due to the City under this provision pending the City's determination as to the full amount of liquidated damages due on completion of the Work.

- F. Nothing set forth in this section acts as a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents, as applicable.
- G. Inclusion in Subcontracts. Tenant must cause or require the provisions of this section to be included in all construction Subcontracts related to the Work.

8 Licensing of General Contractor. This Agreement is subject to Chapter 4-36 of the Municipal Code which requires all persons acting as a general contractor (as defined in Chapter 4-36) to be licensed as a general contractor by the City. Tenant's failure to ensure that any general contractor working on Improvements

complies with Chapter 4-36 will be an Event of Default.

9 Prevailing Wages. In connection with the construction, repair, and maintenance of Improvements, Tenant must comply with the applicable provisions of 820 ILCS 130/0.01 et seq. regarding the payment of prevailing wages, and the most recent Illinois Department of Labor schedule of prevailing wages, and any successors to them. Tenant must insert appropriate provisions in all Subcontracts covering construction work under this Agreement to ensure compliance of all construction Subcontractors with the foregoing wage statutes and regulations.

10 Subcontractor Certifications. Tenant must require all Subcontractors performing Work in connection with this Agreement to be bound by the following provision and Tenant must cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor certifies and represents that Subcontractor and any entity or individual that owns or controls, or is controlled or owned by, or is under common control or ownership with Subcontractor is not currently indebted to the City and will not at any time during the Term be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts

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for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Subcontractor acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to Subcontractor for services rendered in connection with the Agreement and, if the breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against the payments otherwise due to Subcontractor and/or the termination of Subcontractor for default (in which case Subcontractor will be liable for all excess costs and other damages resulting from the termination.)"

ARTICLE 6 TERM OF AGREEMENT

1 Term. The term of this Agreement is the Term as defined in Article 3 unless this Agreement is terminated earlier in accordance with its terms.

A. Renewal Term. City, in its sole discretion, may renew this Agreement for up to five additional periods of one (1) year each^ which term shall commence upon the expiration of the Primary Term of this Contract (said annual renewals cumulatively referred to as the "Renewal Term"). The Renewal Term shall be subject to all of the same terms, covenants, and conditions of this Agreement. City shall advise Tenant in writing of its intent to enter into the Renewal Term no later than six (6) months prior to the end of the Primary Term.

B. Within 30 days after receiving the notice from the Commissioner of City's intention to renew this Agreement, Tenant must notify the Commissioner if it accepts or rejects such renewal offer. In the event Tenant rejects the renewal offer, or if Tenant fails to notify the Commissioner within

30 days that it accepts the renewal offer, the renewal offer will lapse and this Agreement will terminate as of the end of the then-current Term, unless sooner terminated in accordance with the terms hereof.

C. In the event the City fails to renew this Agreement for five one-year periods as set forth in (A), the City shall pay to Tenant, or cause a successor concessionaire to pay to Tenant, an amount equal of the unamortized Improvement Costs of the Leased Space as of the termination date; provided, however, if Tenant rejects a renewal offer, then neither the City, nor a successor concessionaire, shall have any obligation to pay Tenant any unamortized Improvement Costs.

2 Holding Over.

A. Without consent. If Tenant continues to occupy all or a portion of the Leased Space without the written consent of the Commissioner after expiration or termination of this Agreement in its entirety, or as to any such portion of the Leased Space where the Lease under this Agreement has expired or terminated, the holding over

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constitutes a month to month lease on the same terms and conditions as this Agreement, except that Tenant must pay Rent for the entire holdover period for the Leased Space where the Lease has expired or been terminated at double the annual rate of the Rent payable for that Leased Space during the immediately preceding Lease Year. No occupancy of Leased Space by Tenant after the expiration or other termination of the Lease under this Agreement with respect to such Leased Space extends the Term of this Agreement or the Lease, except as a holdover tenancy. Also, in the event of such holdover tenancy, Tenant shall indemnify the City against all damages arising out of Tenant's retention of occupancy, and all insurance policies and letters of credit required to be obtained and maintained by Tenant as set forth in this Agreement shall continue in effect.

B. With consent. Any holding over with the written consent of the Commissioner constitutes a month-to-month lease on the same terms and conditions as this Agreement, including payment of the Rent attributable to the portion or portions of the Leased Space that Tenant continues to occupy. Thereafter, Tenant must surrender and vacate the Leased Space no later than the 30th day following notice from the Commissioner that the month-to-month holdover is terminated. Tenant's failure to do so shall be deemed a holding over without consent under (A).

6.3 Return of the Leased Space and Removal of Improvements.

A. At the termination or expiration for any reason of this Agreement or the Lease as to any portion of the Leased Space, Tenant must promptly, peaceably, quietly and in good order quit, deliver up and return the Leased Space (or that portion as to which the Lease has terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted.

B. Tenant must remove all Tenant personal property and trade fixtures from the Leased Space or the portions of the Leased Space before the date of termination or expiration. Any personal property or trade

fixtures remaining in the Leased Space seven (7) days after the date of termination or expiration shall be deemed abandoned, and the City may dispose of such personal property or trade fixtures in the Commissioner's sole discretion, and Tenant shall have no claim to the proceeds, if any, from such disposition.

C. Further, at the Commissioner's request (which request will be given in writing at least 30 days before the termination or expiration of the Term), Tenant must remove all Improvements installed by or for Tenant, or Tenant's agents, employees or Subcontractors, except for Improvements that the Commissioner may elect to require Tenant to leave in place. As provided in Section 5.2, all Improvements are City property and, if not requested to be removed by the Commissioner, may be used by the City or a replacement tenant; provided, however, that all of Tenant's trade dress,

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service marks, trademarks and trade names shall be removed, obliterated or painted out in a commercially reasonable manner at Tenant's cost. If directed by the Commissioner to remove Improvements, Tenant must also cap off any plumbing or drains and remove, obliterate or paint out any and all of its signs, advertising and displays as the Commissioner or his designated representative may direct, and repair any holes or other damage left or caused by Tenant.

D. Tenant must repair any damage to the Leased Space caused by Tenant's removal of Tenant personal property, trade fixtures and Improvements. All the removal and repair required of Tenant under this section are at Tenant's sole cost and expense.

E. If Tenant fails to perform any of its foregoing obligations, then the Commissioner may cause the obligations to be performed by Department personnel or City contractors, and Tenant must pay the cost of the performance, together with interest thereon at the Default Rate from and after the date the costs were incurred until receipt of full payment therefor.

4 Termination Due to Change in Airport Operations. This Agreement, or the Lease of any affected Leased Space, is subject to termination by either party on 60 days' written notice in the event of any action by the FAA, the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Airport or a portion thereof that renders performance by either party in the Leased Space impossible or impractical, and which governmental action or court order remains in force and is not stayed by way of appeal or otherwise, for a period of at least 90 days, so long as the action or order is not the result of any Event of Default of Tenant.

5 Eminent Domain.

A. If the entirety of the Airport or a substantial part of it, including the entire Leased Space, is taken by eminent domain by an authority other than the City, the Term of this Agreement will end upon the earlier of the date when possession is required by the condemning authority or the effective date of the taking.

B. If any eminent domain proceeding is instituted by an authority other than the City in which it is sought to take any part of the Aiipport, the taking of which would, in the good faith judgment of

the Commissioner or Tenant, render it impractical or undesirable to conduct Concession operations on the remaining portion of the Leased Space for the intended purposes, the Commissioner and Tenant will each have the right to terminate this Agreement upon not less than 90 days' written notice to the other..

C. In the event of termination of this Agreement under either (A) or (B), all Rent accrued for the Leased Space in question prior to the termination date is payable to

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the City. However, the City shall have no obligation to pay Tenant any unamortized Improvement Costs for such Leased Space, and Tenant shall look solely to the condemning authority for any award of damages.

- 6.6 Early Termination. In the event that the Airport is leased in its entirety to a third party and such third party rejects an assignment of this Agreement, the Commissioner may terminate this Agreement upon written notice to Tenant. Upon the effective date set forth in such notice, Tenant shall surrender and vacate the Leased Space as if the Agreement had expired on that date. In the event of such early termination, the City shall pay to Tenant a "Termination Payment", which shall be defined herein to include the following: (i) a sum equal to the unamortized balance of Tenant's Improvement Costs, depreciated using the straight-line method over 60 months commencing on the Date of Beneficial Occupancy; and (ii) reasonable charges for cancellation of advertising booked by Tenant for the Leased Space prior to its receipt of notice of termination, less the Rent that would have been payable to the City until the date of termination. Upon Tenant's receipt of the Termination Payment and vacation of the Leased Space, the City and Tenant shall thereafter be released from any and all obligations under this Agreement with respect to the Leased Space except for such obligations which are expressly stated to survive the expiration or earlier termination of this Agreement.

ARTICLE 7 RENT AND FEES

7.1 Rent Payable.

A. In consideration of Tenant's Lease to the Leased Space and the License to operate its Concession in the Leased Space and the associated rights and privileges granted in this Agreement, Tenant must pay the following, without notice or demand, as rent and fees the License Fee and Additional Rent (collectively, "Rent") as follows:

- (i) License Fee. Beginning as of the Commencement Date, an amount equal to the greater of a. or b.:
 - a. Percentage Fee. The "Percentage Fee" is an amount equal to the percentage rental rates set forth in Exhibit 2 as applied to Gross Revenues.
 - b. Minimum Annual Guarantee. The "Minimum Annual Guarantee" or "MAG" for the first and second Lease Years is the MAG dollar amount set forth in Exhibit 2, pro-rated for the first Lease

Year if less than 12 months. Beginning with the third Lease Year, and for each Lease Year thereafter, the Minimum Annual Guarantee will equal the greater of: 1) eighty-five percent (85%) of the total Percentage Fee payable for the preceding Lease Year and 2) the Minimum Annual Guarantee dollar amount set forth in Exhibit 2 for the first and second Lease Years (without consideration of

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any pro-rating). The Minimum Annual Guarantee applicable to the last Lease Year will be pro-rated if less than 12 months.

Notwithstanding the foregoing, the Minimum Annual Guarantee shall not apply during the Interim Term.

Additionally, if the number of enplaned passengers at the Airports reaches or goes below 7 million in any Lease Year during the Term, Tenant and Commissioner shall have the ability to meet and discuss a proportionate reduction in the MAG for that Lease Year that takes into account the enplaned passenger decline; provided, however, that in no case shall the reduced MAG be less than then MAG for the first year of this Agreement. The MAG for the remaining portion of the Term shall be adjusted annually thereafter in accordance with this Agreement.

(ii) Additional Rent. Any other charges payable to the City under this Agreement that are identified as Additional Rent.

Failure by Tenant to pay Rent, or any portion thereof, when due is an Event of Default.

B. Impositions. Tenant must timely pay, as and when due, any and all taxes, assessments, fees, and charges levied, assessed or imposed by a governmental unit upon this Agreement, the Leased Space, Tenant's leasehold, Tenant's Concession business or upon Tenant's personal property, including but not limited to all permit fees and charges of a similar nature for Tenant's conduct of any business or undertaking in the Leased Space (collectively, "Impositions"). Tenant must provide the Concession Management Representative with copies of any business licenses or permits required for the Tenant to operate the Concession. Tenant must provide Commissioner a copy of all notices relating to leasehold taxes on the Leased Space within 30 days after receipt and must provide the Commissioner with a receipt indicating payment of leasehold taxes on the Leased Space when due. Nothing in this Agreement precludes Tenant from contesting the amount of an Imposition, including those taxes or charges enacted or promulgated by City; but unless otherwise allowed by the entity imposing the tax or charge, Tenant must pay the tax or charge pending the judicial or administrative decision on the Tenant's contest. Failure of Tenant to pay any Imposition when due, except to the extent that Tenant is allowed to withhold payment while contesting the amount of the Imposition, will constitute an Event of Default. As provided in Section 4.1, Tenant acknowledges that the leasehold created under this Agreement is taxable, and while Tenant may contest the amount of the leasehold tax, Tenant shall not contest its applicability.

C. Rent under this Agreement is not considered to be a tax and is independent of any Imposition

levied by the City on the Tenant's business. Further, the payment of the Rent under this Agreement is independent of each and every other covenant and

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agreement contained in this Agreement, and Tenant must pay all Rent without any set off, abatement, counterclaim or deduction whatsoever except as otherwise expressly provided in this Agreement. If Tenant is directed to move its Concession operations to a Relocation Space, and the City determines that the affected Advertising Space is to be closed before completion of the Improvements in the Relocation Space, then adjustments will be made to the Minimum Annual Guarantee until Tenant begins Concession operations in the Relocation Space.. Such adjustments will be in the same proportion as the Gross Revenues attributable to the Advertising Space to be closed bears to the Gross Revenues for the entire Advertising Space to which the Minimum Annual Guarantee applies. If actual Gross Revenue amounts are not available, the adjustment will be made based on the MAG per location estimates in Exhibit 2.

2 Time of Payments.

- A. On or before the first day of each calendar month, prorated for any partial calendar month, beginning on the Commencement Date and continuing throughout the Term, Tenant must pay to the City that portion of the Minimum Annual Guarantee as may be due pursuant to Section 7.1 (A)(i)(b) of this Agreement.
- B. On or before the 15th day of each month following the month in which the Commencement Date occurs, Tenant must pay the City the amount, if any, by which the actual Percentage Fee for the preceding month pursuant to Section 7.1(A)(i)(a) exceeds the Minimum Annual Guarantee payment that was made on the first day of the month.
- C. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding Lease Year exceeds the amount of all payments made by Tenant to the City for the Lease Year in question, then Tenant must pay the amount of the underpaid Percentage Fee to the City upon the submission of the annual statement of Gross Revenues. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding Lease Year is less than the amount of all License Fee payments made by Tenant to the City for the period in question, but the Percentage Fee still exceeds the MAG for that Lease Year, then Tenant will receive a credit against the next License Fee payment due under this Agreement for the amount by which the License Fee actually paid by Tenant exceeded the Percentage Fee attributable to the period.

3 Material Underpayment or Late Payment. Without waiving any other remedies available to the City, if:

- (i) Tenant underpaid Rent due in any calendar year by more than 5%, or

(ii) Tenant failed to make any Rent payments within 5 days of the date due, then Tenant must pay, in addition to the amount due the City as Rent, interest on the amount of underpayment or late payment at the Default Rate. Interest on the amount underpaid accrues from the date on which the original payment was due until paid in full and shall be considered Additional Rent. The provision for the payment of interest does not constitute an authorization by the City of underpayment or late payment.

7.4 Reports.

A. Monthly. Tenant must furnish to the Commissioner on or before the 15th day of each calendar month falling wholly or in part within the Term of this Agreement a complete statement, certified by Tenant, of the amount of Gross Revenues derived from each Advertising Display by Tenant (including a statement of any deductions from Gross revenues permitted hereunder) during the preceding month and a determination of Percentage Fee payable, if any, for the preceding month.

B. Annually or more often.

i) Tenant also must furnish to Commissioner no later than March 1 of each Lease Year felling wholly or in part within the Term of this Agreement, and within 120 days after the expiration or termination of this Agreement, a complete statement of revenues certified by an independent certified public accountant engaged by Tenant, showing in all reasonable detail the amount of Gross Revenues made by Tenant in, on or from the Leased Space during the preceding Lease Year and copies of all returns and other information filed with respect to Illinois sales and use taxes as well as such other reasonable financial and statistical reports as the Commissioner may, from time to time, require by written notice to Tenant.

ii) The annual statement must include a breakdown of Gross Revenues on a month by month basis and an opinion of an independent certified public accountant that must include the following language, or language of similar purport:

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by [] for the year ended relating to its operations at the Terminals pursuant to an Agreement dated , . Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances. In our opinion, the accompanying statement showing gross revenues of \$ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended ."

C. All such reports and statements must be prepared on a form approved by the

Commissioner and must, among other things, provide a breakdown of the Gross Revenues by category of Advertising Displays and an analysis of all Percentage Fees due and payable to the City with respect to the period in question. If Tenant fails to timely furnish to the Commissioner any monthly or annual statement required under this Agreement or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the Commissioner has the right (but is not obligated) without notice, to conduct an audit of Tenant's books and records and to prepare the statements at Tenant's expense. Tenant must also provide the Commissioner with such other financial or statistical reports and information concerning the Leased Space or any part thereof, in the form as may be reasonably required from time to time by the Commissioner.

7.5 Books, Records and Audits.

- A. Except as provided below, Tenant must prepare and make available (upon reasonable notice) at its office in Chicago full, complete and proper books, records and accounts in accordance with generally accepted accounting procedures relating to and setting forth the Gross Revenues, both for cash and on credit, and must require and cause its operations personnel to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant. The books and source documents to be kept by Tenant must include true copies of all federal, state and local tax returns filed with respect to Tenant's Concession operation and reports, records of inventories and receipts of merchandise, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Leased Space by Tenant and any other persons conducting business in or from the Leased Space. Pertinent original sales records must include the following documents or their auditable electronic equivalents:
- i) cash register tapes, including tapes from temporary registers,
 - ii) serially pre-numbered sales slips,
 - iii) the original records of all mail and telephone orders at and to the Leased Space,
 - iv) original records indicating that merchandise returned by customers was purchased at the Leased Space by the customers,
 - v) memorandum receipts or other records of merchandise taken out on approval,
 - vi) detailed original records of any exclusions or deductions from Gross Revenues,
 - vii) sales tax records, and
 - viii) such other sales records, if any, that would normally be examined by an independent

accountant under accepted auditing standards in performing an audit of Tenant's Gross Revenues.

- B. The books, records and accounts, including any sales tax reports that Tenant may be required to furnish to any government or governmental agency, must at all reasonable times be open to the inspection (including the making of copies or extracts) of the Commissioner, the Commissioner's auditor or other authorized representative or agent at the Leased Space or Tenant's other offices in Chicago for a period of at least 3 years after the expiration of each calendar year falling wholly or in part within the Term.
- C. The acceptance by the Commissioner of payments of any Percentage Fee is without prejudice to the Commissioner's right to conduct an examination of the Tenant's books and records relating to Gross Revenues and of inventories of merchandise at the Retail Space, in order to verify the amount of Gross Revenues made in and from the Retail Space.
- D. After providing Tenant at least 3 days prior oral or written notice, the Commissioner may inspect the books and records of Tenant. Further, at its option, the Commissioner may at any reasonable time, upon no less than 10 days prior written notice to Tenant cause a complete audit to be made of Tenant's entire records relating to the Retail Space for the period covered by any statement issued by Tenant as above set forth. If the audit discloses that Tenant's statement of Gross Revenues is understated to the extent of:

- i) 3% or more, Tenant must promptly pay the City the cost of the audit in addition to the deficiency (and any interest on the deficiency at the Default Rate), which deficiency is payable in any event; and if

- ii) 5% or more, an Event of Default is considered to have occurred, and in addition to all other remedies available under this Agreement, at law, or in equity, the Commissioner has the right to terminate this Agreement immediately upon giving notice to Tenant, without any opportunity for Tenant to cure.

In addition to the foregoing, and in addition to all other remedies available to the City, if Tenant or the City's auditor schedules a date for an audit of Tenant's records and Tenant fails to be available or otherwise fails to comply with the reasonable requirements for the audit, Tenant must pay all reasonable costs and expenses associated with the scheduled audit.

6 Intentionally Omitted.

7 Lien. In addition to any liens as may arise under Illinois law, the City has a contractual lien under this Agreement on all property, including Tenant personal property located on the Leased Space, as security for non-payment of any Rent due.

ARTICLE 8 INSURANCE, INDEMNITY AND SECURITY

1 Insurance, Tenant must, at its sole expense, procure and maintain at all times during, the Term of

this Agreement, and during any time period following expiration or termination of this Agreement during which Tenant is holding over or Tenant is required to return to the Leased Space for any reason whatsoever, the types of insurance specified in Exhibit 8 covering all operations under this Agreement, with insurance companies authorized to do business in the State of Illinois.

2 Indemnification.

- A. Except where this indemnity clause would be found to be inoperative or unenforceable under the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq. ("Anti-Indemnity Act"), Tenant must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees, from and against any and all Losses.
- B. "Losses" means, individually and collectively, liabilities of every kind, including losses, damages, and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Tenant, its employees, agents, subtenants, and Subcontractors.
- C. At the City Corporation Counsel's option, Tenant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Tenant of any of its obligations under this Agreement. Tenant must not make any settlement without the prior written consent to it by the City Corporation Counsel if the settlement requires any action on the part of the City or in any way involving the Airport.
- D. To the extent permissible by law, Tenant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any limits applicable to a claim by any employee of Tenant that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 et seq or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The waiver, however, does not require Tenant to indemnify the City for the City's own negligence or willful misconduct to the extent doing so would violate the Anti-Indemnity Act. The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.
- E. The indemnities contained in this section survive expiration or termination of this

Agreement, for matters occurring or arising during the Term of this Agreement or as the result of or during the holding over of Tenant beyond the Term. Tenant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Tenant's duties under this Agreement, including the insurance and Security requirements.

8.3 Security

A. Form of Security.

i) Tenant must deliver to the City no later than the earlier to occur of: a) 30 days after the Effective Date or b) the Delivery Date for the first Leased Space, an irrevocable, unconditional sight draft Letter of Credit in favor of the City. The face amount of the Letter of Credit and any replacements or renewals of it must be maintained by Tenant, through and including the date that is 180 days after the expiration of the Term or termination of this Agreement, as follows: the face amount of the Letter of Credit must at all times equal a) during the first and second Lease Years, 50% of the MAG for said Lease Years (without consideration of any pro-rationing on account of either a Lease Year of less than 12 months or partial occupancy of the Leased Space) and b) in each Lease Year thereafter, 50% of the MAG payable during the prior Lease Year. The Letter of Credit must be in the form set forth in Exhibit 7 or as otherwise approved by the Corporation Counsel.

ii) In lieu of the Letter of Credit, Tenant may provide cash or a cashier's check in the same amount for immediate deposit in the City's accounts. The Letter of Credit, cash or cashier's check, as applicable, is referred to in this Agreement as the "Security." The original Letter of Credit, and all replacements of it, must be issued with an expiry date of at least one year after their respective dates of issuance. The Security secures the faithful performance by Tenant of all of Tenant's obligations under this Agreement. The Commissioner is entitled to draw on any such Letter of Credit unless proof of renewal of the Letter of Credit or a replacement Letter of Credit in form and substance satisfactory to the Comptroller has been furnished to the Commissioner at least 30 days before its expiration date. The City will hold the proceeds as a cash Security to secure the full and faithful performance of Tenant's obligations under this Agreement. The Commissioner is not obligated to pay or credit Tenant with interest on any Security.

iii) The Commissioner also is entitled to draw on the Letter of Credit in whole or in part upon the occurrence of an Event of Default, in which event the Commissioner is entitled to apply or / retain all or any part of the proceeds of it or any cash or other Security deposited by Tenant and held by the City for the payment of any obligation of Tenant arising before or after the Event of Default.

iv) The Letter of Credit must provide that the Commissioner may draw upon the Letter of Credit in whole or in part upon the delivery by the Commissioner to the issuer of the Letter of Credit of a demand for payment, purportedly signed by the Commissioner, together with a written statement that the Commissioner is entitled to draw upon the Letter of Credit under the terms of this Agreement. If amounts are drawn upon the Letter of Credit or amounts of a cash Security are applied

by the Commissioner in accordance with the terms of this Agreement,. Tenant must reinstate the Letter of Credit or cash Security to its full amount required in this Agreement within 5 days following notification by the Commissioner of the City's draw upon the Letter of Credit or use of the cash Security. The rights reserved to the Commissioner or the City under the Letter of Credit or any cash Security are in addition to any rights they may have under this Agreement or under law.

- B. Qualified Issuers. The Letter of Credit called for in this Agreement must be issued by companies or financial institutions having a rating of "A" or better as determined by Standard and Poor's or by Moody's Investors Service, Inc., or a net worth of at least \$500,000,000, and must have an office in Chicago where the Commissioner may draw on the Letter of Credit. The Commissioner also reserves the right to order Tenant to immediately close some or all of the Leased Space until the Letter of Credit is in place and effective.
- C. Right to Require Replacement of Letter of Credit. If the financial condition of any Letter of Credit issuer issuing the Letter of Credit materially and adversely changes, the Commissioner may, at any time, require that the Letter of Credit be replaced with a Letter of Credit from another institution and in accordance with the requirements set forth in this section.
- D. No Excuse from Performance. None of the provisions contained in this Agreement nor in the Letter of Credit required under this Agreement excuse Tenant from faithfully performing in accordance with the terms and conditions of this Agreement or limit the liability of Tenant under this Agreement for any and all damages in excess of the amounts of the Letter of Credit.
- E. Non-Waiver. Notwithstanding anything to the contrary contained in this Agreement, the failure of the Commissioner to draw upon the Letter of Credit required under this Agreement or to require Tenant to replace the Letter of Credit at any time or times when the Commissioner has the right to do so under this Agreement does not waive or modify the Commissioner's rights to draw upon the Letter of Credit and to require Tenant to maintain or, as the case may be, replace the Letter of Credit, all as provided in this Section.

ARTICLE 9 DEFAULT, REMEDIES AND TERMINATION

9.1 Events of Default. The following A. through M. constitute Events of Default by Tenant under this Agreement. The Commissioner will notify Tenant in writing of any event that the Commissioner believes to be an Event of Default. Tenant will be given an opportunity to cure the Event of Default within a reasonable period of time, as determined by the Commissioner, but not to exceed 30 days after written notice of the Event of Default; provided, that (i) if a provision of this Agreement provides for a different cure period for a particular Event of Default, that different cure

period will apply; (ii) if a provision of this Agreement does not allow a right to cure a particular Event of Default, there will be no right to cure; and (iii) if neither (i) or (ii) apply and if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Tenant promptly begins and diligently and continuously proceeds to cure the failure within the time period granted and after that continues to diligently and continuously proceed to cure the failure, and the failure is reasonably susceptible of cure within sixty (60) days from delivery of the notice, Tenant will have the additional time, not in any event to exceed sixty (60) days, to cure the failure.

- A. Any material misrepresentation made by Tenant to the City in the inducement to City to enter

this Agreement or in the performance of this Agreement. There is no right to cure this Event of Default.

- B. Tenant's failure to make any payment in full when due under this Agreement and failure to cure the default within five days after the City gives written notice of the non-payment to Tenant. In addition, Tenant's failure to make any such payment within five days after the written notice more than three times in any Lease Year constitutes an Event of Default, without the necessity of the City giving notice of the fourth failure to Tenant or any opportunity to cure it.
- C. Tenant's failure to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Tenant contained in this Agreement.
- D. Tenant's failure to promptly and fully perform any obligation or duty, or to comply with any restriction of Tenant contained in this Agreement concerning Transfer or Change in Ownership, whether directly or indirectly, of Tenant's rights or interests in this Agreement or of the ownership of Tenant.
- E. Tenant's failure to provide or maintain the insurance coverage required under this Agreement (including any material non-compliance with the requirements) and the failure to cure the Event of Default within two days following oral or written notice from the Commissioner; or, if the noncompliance is non-material, the failure to cure the Event of Default within 20 days after the Commissioner gives written notice. The Commissioner, in her sole discretion, will determine if noncompliance is material.
- F. Tenant's failure to conduct Concession operations as required to do so under this Agreement.
- G. Tenant's failure to begin or to complete its Improvements on a timely basis, unless such failure is due to the actions or omissions of a party other than Tenant or its Subcontractors.
- H. An Event of Default by. Tenant or any Affiliate under any other agreement it may

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presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period.

- I. Tenant or Guarantor, if any, does any of the following and the action affects Tenant's ability to carry out the terms of this Agreement:
 - i) becomes insolvent, as the term is defined under Section 101 of the Bankruptcy Code as amended from time to time; or
 - ii) fails to pay its debts generally as they mature; or
 - iii) seeks the benefit of any present or future federal, state or foreign insolvency statute;

(iv.) makes a general assignment for the benefit of creditors, or

v) files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or

vi) consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.

J. An order for relief is entered by or against Tenant or Guarantor (if any) under any chapter of the Bankruptcy Code or similar law in any foreign jurisdiction and is not stayed or vacated within 60 days following its issuance.

K. Tenant is dissolved.

L. A violation of law that results in a guilty plea, a plea of nolo contendere, guilty finding, or conviction of a criminal offense, by Tenant, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Agreement, and that may threaten, in the sole judgment of Commissioner, Tenant's performance of this Agreement in accordance with its terms.

M. Any failure to perform an act, event or omission that is specifically identified as an Event of Default elsewhere in this Agreement.

9.2 Remedies.

If an Event of Default occurs and is not cured by Tenant in the time allowed, in addition to any other remedies provided for in this Agreement, including the remedy of Self-help as provided in Section 9.3, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies:

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A. Terminate this Agreement with respect to all or a portion of the Leased Space and exclude Tenant from that part of the Leased Space affected by the termination. If the Commissioner elects to terminate this Agreement, the Commissioner may, at the Commissioner's sole option, serve notice upon Tenant that this Agreement ceases and expires and becomes absolutely void with respect to the Leased Space or that part identified in the notice on the date specified in the notice, to be no less than five days after the date of the notice, without any right on the part of Tenant after that to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken. At the expiration of the time limit in the notice, this Agreement and the Term of this Agreement, as well as the right, title and interest of Tenant under this Agreement, wholly ceases and expires and becomes void with respect to the Leased Space identified in such notice in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in the notice were the date in this Agreement stated for expiration of the Term with respect to the Leased Space identified in such notice.

- B. Recover all Rent, including Additional Rent and any other amounts due that have accrued and are then due and payable and also all damages available at law or under this Agreement. If the Agreement is terminated, whether in its entirety or with respect to a part of the Leased Space, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Tenant would have been obligated to pay for the balance of the Term with respect to the Leased Space, or if this Agreement is terminated with respect to a portion of the Leased Space, that portion of the Leased Space affected by the termination, calculated as provided in this Agreement or, if not fixed, as reasonably estimated and prorated among the various portions of the Leased Space. In determining the amount of damages for the period after termination, the Commissioner may make the determination based upon the sum of any future payments that would have been due to the City, for the full Lease Year immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term with respect to all or a portion of the Leased Space must be discounted to present value at the Default Rate existing as of the date of termination. The Commissioner may declare all amounts to be immediately due and payable.
- C. At any time after the occurrence of any uncured Event of Default, but only if the Lease under this Agreement has been terminated, reenter and repossess the Leased Space and/or any part of it with or without process of law, so long as no undue force is used, and the City has the option, but not the obligation, to re-lease all or any part of the Leased Space. The City, however, is not required to accept any Tenant proposed by Tenant or to observe any instruction given the City about such a re-lease. The failure of the City to re-lease the Leased Space or any part or parts of it does not relieve or affect Tenant's liability under this Agreement nor is the City liable for failure to re-lease. Any sums collected by the City from any new Tenant obtained on

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account of Tenant will be credited against the balance of the Rent due under this Agreement. Tenant must pay the City monthly, on the days when payments of Rent would have been payable under this Agreement, the amount due under this Agreement less the amount obtained by the City from the new Tenant, if any.

- D. Enter upon the Leased Space, distraint upon and remove from it all inventory, equipment, machinery, trade fixtures and personal property of any kind or nature, whether owned by Tenant or by others, and to proceed without judicial decree, writ of execution or assistance or involvement of constables or the City's and Tenant's officers, to conduct a private sale, by auction or sealed bid without restriction. Tenant waives the benefit of all laws, whether now in force or later enacted, exempting any of Tenant's property on the Leased Space or elsewhere from distraint, levy or sale in any legal proceedings taken by the City to enforce any rights under this Agreement.
- E. Seek and obtain specific performance, a temporary restraining order or an injunction, or any other appropriate equitable remedy.
- F. Seek and obtain money damages; including special, exemplary, incidental and consequential damages.
- G. Deem Tenant and Affiliates non-responsible in future contracts or concessions to be awarded by the

City.

H. Declare Tenant and Affiliates in default under any other existing contracts or agreements they might have with the City and to exercise any remedies available under those other contracts or agreements.

I. Accept the assignment of any and all Subcontracts between Tenant and the design and construction Subcontractors.

J. Require Tenant to terminate a Subcontractor that is causing breaches of this Agreement.

9.3 Commissioner's Right to Perform Tenant's Obligations.

A. Upon the occurrence of an Event of Default that Tenant has failed to cure in the time provided, the Commissioner may, but is not obligated to, make any payment or perform any act required to be performed by Tenant under this Agreement in any manner deemed expedient by the Commissioner for the purpose of correcting the condition that gave rise to the Event of Default ("Self-help"). The Commissioner's inaction never constitutes a waiver of any right accruing to the City under this Agreement nor do the provisions of this section or any exercise by the Commissioner of Self-help under this Agreement cure any Event of Default. Any exercise of Self-

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help does not limit the right of any other City department or agency to enforce applicable City ordinances or regulations.

B. The Commissioner, in making any payment that Tenant has failed to pay:

i) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim;

ii) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien that may be asserted; and

iii) in connection with the completion of construction, furnishing or equipping of the Leased Space or the licensing, operation or management of the Leased Space or the payment of any of its operating costs, may do so in such amounts and to such persons as the Commissioner may deem appropriate in her reasonable discretion.

Nothing contained in this Agreement requires the Commissioner to advance monies for any purpose.

C. If Tenant fails to perform its obligations under this Agreement to maintain and operate the Leased Space in accordance with specified standards within 3 days following written notice from the Commissioner, or in the event of a serious health or safety concern or in an emergency (in which case no notice is required) the Commissioner may, but is not obligated to, direct the Department to perform or cause the performance of any such obligation in any manner deemed expedient by the Commissioner for the purpose of correcting the condition in question.

D. All sums paid by the City under the provisions of this Section and all necessary and incidental costs, expenses and reasonable attorneys' fees in connection with the performance of any such act by the Commissioner, together with interest thereon at the Default Rate, from the date of the City's payment until the date paid by Tenant, are deemed Additional Rent under this Agreement and are payable to the City within 10 days after demand therefor, or at the option of the Commissioner, may be added to any Rent then due or later becoming due under this Agreement, and Tenant covenants to pay any such sum or sums with interest at the Default Rate.

9.4 Effect of Default and Remedies

A. Tenant, for itself and on behalf of any and all persons claiming through or under it (including creditors of all kinds), waives and surrenders all right and privilege that they or any of them might have under or by reason of any present or future law, to redeem the Leased Space or to have a continuance of this Agreement for the Term, as it may have been extended, after having been dispossessed or ejected by process of law or under the terms of this Agreement or after the termination of this Agreement

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as provided in this Agreement.

B. The City's waiver of any one right or remedy provided in this Agreement does not constitute a waiver of any other right or remedy then or later available to the City under this Agreement or otherwise. A failure by the City or the Commissioner to take any action with respect to any Event of Default or violation of any of the terms, covenants or conditions of this Agreement by Tenant will not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the City to act with respect to any prior , contemporaneous or later violation or Event of Default or with respect to any continuation or repetition of the original violation or Event of Default. The acceptance by the City of payment for any period or periods after an Event of Default or violation of any of the terms, conditions and covenants of this Agreement does not constitute a waiver or diminution of, nor create any limitation upon any right of the City under this Agreement to terminate this Agreement for subsequent violation or Event of Default, or for continuation or repetition of the original violation or Event of Default. Tenant has no claim of any kind against the City by reason of the City's exercise of any of its rights as set forth in this Agreement or by reason of any act incidental or related to the exercise of rights.

C. All rights and remedies of the City under this Agreement are separate and cumulative and none excludes any other right or remedy of the City set forth in this Agreement or allowed by law or in equity. No termination of this Agreement or the taking or recovery of the Leased Space deprives the City of any of its remedies against Tenant for Rent, including Additional Rent or other amounts due or for damages for the Tenant's breach of this Agreement. Every right and remedy of the City under this Agreement survives the expiration of the Term or the termination of this Agreement.

ARTICLE 10 SPECIAL CONDITIONS

10.1 Warranties and Representations. In connection with the execution of this Agreement, Tenant warrants and represents statements (A) through (K) below are true as of the Effective Date. If during the Term there is any change in circumstances that would cause a statement to be untrue, Tenant must promptly notify the Commissioner in writing. Failure to do so will constitute an Event of Default. Tenant must incorporate all of the provisions set forth in this Section 10.1 in all Subcontracts entered into with any suppliers of materials, furnishers of services, Subcontractors, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any materials, labor or services in connection with this Agreement, such that the parties warrant, represent and covenant to Tenant as to the matters set forth in this Section. Tenant must cause its Subcontractors to execute those affidavits and certificates that may be necessary in furtherance of these provisions. The certifications must be attached and incorporated by reference in the applicable agreements. If any Subcontractor is a partnership or joint venture, Tenant must, also include provisions in its Subcontract insuring that the entities comprising the partnership or joint venture are

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jointly and severally liable for its obligations under it.

- A. Tenant is financially solvent; Tenant holds itself to very high standards of quality and professionalism; Tenant and each of its employees and agents are competent to perform as required under this Agreement; this Agreement is feasible of performance by Tenant in accordance with all of its provisions and requirements; Tenant has the full power and is legally authorized to perform or cause to be performed its obligations under this Agreement under the terms and conditions stated in this Agreement; and Tenant can and will perform, or cause to be performed, all of its obligations under this Agreement in accordance with the provisions and requirements of this Agreement
- B. Tenant is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; Tenant is qualified to do business in the State of Illinois; and Tenant has a valid current business privilege license to do business in the State of Illinois and the City of Chicago, if required by applicable law.
- C. The person signing this Agreement on behalf of Tenant has been duly authorized to do so by Tenant; all approvals or consents necessary in order for Tenant to execute and deliver this Agreement have been obtained; and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated, nor the fulfillment of or compliance with the terms and conditions of this Agreement:

i) conflict with or result in a breach, default or violations of: Tenant's organizational documents; any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any lease or permit; or any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Tenant is now a party or by which it is bound; or

ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever

upon any of the property or assets of Tenant under the terms of any instrument or agreement.

- D. There is no litigation, claim, investigation, challenge or other proceeding now pending or, to Tenant's knowledge after due and complete investigation, threatened, challenging the existence or powers of Tenant, or in any way affecting its ability to execute or perform under this Agreement or in any way having a material adverse affect on the operations, properties, business or finances of Tenant.
- E. This Agreement constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and remedies generally and by the application of equitable principles.

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- F. To the best of Tenant's knowledge, no officer, agent or employee of the City is employed by Tenant or has a financial interest directly or indirectly in this Agreement, a Subcontract under it, or the compensation to be paid under it except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code and as may otherwise be permitted by law.
- G. Tenant has not and will not knowingly use the services of any person or entity for any purpose in its performance under this Agreement, when such person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation, or when such person or entity has an interest that would conflict the performance of services under this Agreement.
- H. There was no broker instrumental in consummating this Agreement and no conversations or prior negotiations were had with any broker concerning the rights granted in this Agreement with respect to the Leased Space. Tenant shall hold the City harmless against any claims for brokerage commission arising out of any conversations or negotiations had by Tenant with any broker.
- I. Neither Tenant nor any Affiliate of Tenant is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U. S. Department of Commerce or their successors, or on any other list of persons with which the City may not do business under applicable law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, and Entity List, and the Debarred List.
- J. Tenant, and to the best of Tenant's knowledge, its Affiliates, Subcontractors, any of their respective

owners holding 7.5% or more beneficial ownership interest, and any of Tenant's directors, officers, members, or partners:

i) currently have no interest, directly or indirectly, that conflicts in any manner or degree with Tenant's performance under this Agreement and will not at any time during the Term have any interest nor acquire any interest, directly or indirectly, that conflicts or would or may conflict in any manner or degree with Tenant's performance under this Agreement;

ii) have no outstanding parking violation complaints or debts, as the terms are defined in Section 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;

(iii) are not in default under any other City contract or agreement as of the Effective Date,

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nor have been deemed by the City to have been in default of any other City contract or agreement within five years immediately preceding the Effective Date;

iv) are not in violation of the provisions of §2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency;

v) are not delinquent in the payment of any taxes due to the City, unless Tenant is contesting the validity of any such taxes using the appropriate administrative and/or legal proceedings in such contest; and

vi) will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft at the Airport under current or future conditions or that might otherwise constitute a hazard to the operations of the Airport or to the public generally.

K. Except only for those representations, statements, or promises expressly contained in this Agreement, including any Exhibits attached to this Agreement and incorporated by reference in this Agreement, no representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Tenant to enter into this Agreement or has been relied upon by Tenant, including any with reference to:

i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

ii) the nature of the Concession license being granted;

iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement;

- iv) the general conditions that may in any way affect this Agreement or its performance;
- v) the compensation provisions of this Agreement; or

vi) any other matters, whether similar to or different from those referred to in clauses (i) through (v) immediately above, affecting or having any connection with this Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it.

10.2 Business Documents, Disclosure of Ownership Interests and Maintenance of Existence.

- A. Tenant must provide evidence of its authority to do business in the State of Illinois including, if applicable, certifications of good standing from the Office of the

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Secretary of State of Illinois, and appropriate resolutions or other evidence of the authority of the persons executing this Agreement on behalf of Tenant.

- B. Tenant has provided the Commissioner with an Economic Disclosure Statement and Affidavit ("EDS") for itself and EDSs for all entities with an ownership interest of 7.5 percent or more in Tenant, copies of which are attached to this Agreement as Exhibit 10. Upon request by the Commissioner, Tenant must further cause its Subcontractors, subtenants, sublicensees and proposed Transferees (and their respective 7.5 percent owners) to submit an EDS to the Commissioner. Tenant must provide the Commissioner, upon request, a "no change" affidavit if the information in the EDS(s) attached as Exhibit 10 remains accurate, or revised and accurate EDS(s) if the information contained in the attached EDS(s) has changed. In addition, Tenant must provide the City revised and accurate EDS(s) within 30 days of any event or change in circumstance that renders the EDS(s) inaccurate. Failure to maintain accurate EDS(s) on file with the City is an Event of Default.

3 Licenses and Permits. Tenant must in a timely manner consistent with its obligations under this Agreement, secure and maintain, or cause to be secured and maintained at its expense, the permits, licenses, authorizations and approvals as are necessary under federal, state or local law for Tenant, its subtenants (if any), and Subcontractors: to operate the Concession; to construct, operate, use and maintain the Leased Space; and otherwise to comply with the terms of this Agreement and the privileges granted under this Agreement. Tenant must promptly provide copies of any required licenses and permits to the Commissioner and to the Concession Management Representative.

4 Confidentiality. Except as may be required by law during or after the performance of this Agreement, Tenant will not disseminate any non-public information regarding this Agreement or the Concession operations without the prior written consent of the Commissioner, which consent will not be unreasonably withheld or delayed. If Tenant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any documents that may be in its possession by reason of this Agreement, Tenant must immediately give notice to the City's Corporation Counsel. The City may contest the process by any means available to it before the records or documents are submitted to a court or other third

party. Tenant, however, is not obligated to withhold the delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. Tenant must require each prospective Subcontractor to abide by such restrictions in connection with their respective Subcontracts.

5 Subcontracts and Assignments.

- A. The City expressly reserves the right to assign or otherwise transfer all or any part of its interest under this Agreement, at any time and to any third party. Upon assignment to any successor or assignee of the City's right, title and interest in and to the Airport, the City is forever relieved, from and after the date of the assignment, of

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any and all obligations arising under or out of this Agreement, to the extent the obligations are assumed by the successor or assignee.

B. Limits on Tenant's transfers and changes in ownership:

i) Tenant may not sell, assign, sublease, sublicense, convey, pledge, encumber or otherwise transfer (individually and collectively, "Transfer") all or any part of its rights or interests in or to this Agreement, the License, the Leased Space, the Term, or otherwise permit any third party to use the Leased Space, without prior consent of the City, which consent may be given or denied in the City's sole and absolute discretion. Consent by the City does not relieve Tenant from obtaining further consent from the City for any subsequent Transfer. Transfers involving all of Tenant's interest in this Agreement require approval of the City Council. Transfers of less than all of Tenant's interest in this Agreement require approval of the Commissioner. Consent by the City to any Transfer does not relieve Tenant (or if Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Transfer. Transfers that have the effect of granting a third party a direct security interest in this Agreement or the Leased Space as collateral for Tenant financing are strictly prohibited and, if entered into by Tenant, are an Event of Default.

ii) Except as otherwise provided below, any transaction involving a change of any ownership interest in Tenant whether to an Affiliate, subsidiary or otherwise, or the transfer of an interest in any holder of a direct or indirect ownership interest in Tenant, or any merger or consolidation of Tenant (individually and collectively, "Change in Ownership"), is subject to the consent of:

- a. City Council, in its sole discretion, if the Change in Ownership involves a 100% Change in Ownership of Tenant
- b. the Commissioner, in her reasonable discretion, if the Change in Ownership involves less than a 100% Change in Ownership of Tenant.

iii) If Tenant (or, if Tenant is a joint venture or other entity comprised of other entities, any of the entities comprising Tenant) is a corporation whose shares are traded at arms-length on a public exchange, any Change in Ownership involving 5% or more of the shares of Tenant's (or if Tenant is a joint venture or other

entity comprised of other entities, of any of the entities comprising Tenant) stock is subject to the City's consent as set forth above. In that event, Tenant must provide the City with such prior notice of a Change in Ownership as is not prohibited by law or by a confidentiality agreement executed in connection with the proposed Change in Ownership. If such prior notice is not permitted, then Tenant must notify the City as soon as possible after the Change in Ownership to obtain the City's consent to the Change in Ownership, which consent the City may grant or deny in its sole discretion. If Tenant (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) is a publicly traded corporation, a Change in Ownership of less than 5% does not require consent as set forth in (ii) above unless a series of

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such transactions results in a cumulative Change in Ownership of 5% or more.

iv) Consent by the City to any Change in Ownership does not relieve Tenant (or if Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Change in Ownership.

v) Any Transfer or Change in Ownership made without the City's prior consent is an Event of Default subject to all remedies, including termination of this Agreement at the City's option, and does not relieve Tenant of any of its obligations under this Agreement for the balance of the Term. This section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Tenant or to take any other action as provided in this Agreement be deemed or construed to constitute consent to the Tenant's request by the Commissioner or by the City Council. If the City is found to have breached its obligations under this Section, then Tenant's sole remedy is to terminate this Agreement without liability to either the City or Tenant.

vi) Notwithstanding any permitted Transfer by Tenant of any rights under this Agreement, Tenant remains fully liable for all payments due to the City under this Agreement and for the performance of all other obligations under this Agreement. In the event of a permitted Transfer of the License or all or any portion of the Leased Space or Transfer of all or any portion of the Term, where the fees payable to Tenant exceed the Rent or pro rata portion of the Rent under this Agreement, as the case may be, for the License, Leased Space or Term, Tenant must pay the City monthly, as Additional Rent, at the same time as the monthly installments of other Rent under this Agreement that are payable in monthly installments, the excess of the fees payable to Tenant pursuant to the Transfer over the Rent payable to the City under this Agreement.

vii) Any or all of the requests by Tenant for consents under this Section must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer or Change in Ownership if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer or Change in Ownership if the City Council's consent is required, unless the City determines that more time is required. All requests for consent must include copies of the proposed documents of Transfer or Change in Ownership, evidence of the financial condition, reputation and business experience of the proposed transferee, completed Economic Disclosure Statements and Affidavits for all involved parties in the form then required by the City, and such other documents as the City may reasonably require to evaluate the proposed Transfer or Change in Ownership. All documents of Transfer or Change in Ownership must completely disclose any and all monetary

considerations payable to Tenant in connection with the Transfer or Change in Ownership. Consent to a Transfer or Change in Ownership proposed under this Agreement is in the sole discretion of the City and, as a condition of the consent, the City may require a written acknowledgment from Tenant that, notwithstanding the proposed Transfer or Change in Ownership, Tenant remains fully and completely liable for all obligations of Tenant under this Agreement; however, Tenant shall remain liable regardless of whether or not the City requests a written acknowledgement.

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viii) If any Transfer or Change in Ownership under this Agreement occurs, whether or not prohibited by this section, the Commissioner may collect the Rent payable under this Agreement from any transferee of Tenant and in that event will apply the net amount collected*to the amounts payable by Tenant under this Agreement without, by doing so, releasing Tenant from this Agreement or any of its obligations under this Agreement. If any Transfer or Change in Ownership occurs without the consent of the City and the City collects compensation from any transferee of Tenant and applies the net amount collected in the manner described in the preceding sentence, the actions by the City are not deemed to be waiver of the covenant contained in this section and do not constitute acceptance of the transferee by the City.

ix) All reasonable costs and expenses incurred by the City in connection with any prohibited or permitted Transfer or Change in Ownership must be borne by Tenant and are payable to the City as Additional Rent.

C. The provisions of this Agreement, to the extent applicable, are deemed a part of any sublease or contract between Tenant and a subtenant or Subcontractor.

D. Assignment of Subleases, Sublicenses and Subcontracts.

i) Tenant shall assign to the City all of Tenant's right, title and interest in and to each and every permitted sublease and sublicense and each and every Subcontract with a design and construction Subcontractor, now or later executed by Tenant in connection with the License or the Leased Space or any part of it. In connection with the assignment, Tenant must deliver all originally executed subleases, sublicenses and Subcontracts to the Commissioner. Any such assignment will become operative and effective only when and if the City accepts the assignment by giving written notice to Tenant and:

- a. either this Agreement and the Term of this Agreement or Tenant's right to possession under this Agreement are terminated pursuant to Article 9; or
- b. in the event of the issuance and execution of a dispossession warrant or of any other re-entry or repossession by the City under the provisions of this Agreement; or
- c. if an Event of Default exists.

ii) At the time, if any, that the assignment becomes effective as provided above, the subtenants or Subcontractors will be deemed to have waived all claims, suits, and causes of action against the City arising out of or relating to the period before the effective date of the assignment. Further, in no instance will the City be responsible for any claims by a subtenant or Subcontractor arising from or related to any fraud,

misrepresentation, negligence or willful or intentionally tortious conduct by Tenant, its officials, employees, or agents.

10.6 Compliance with Laws. Tenant must at all times observe and comply with all applicable laws, statutes, ordinances, rules, regulations, court orders and executive or administrative

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orders and directives of the federal, state and local government, now existing or later in effect (whether or not the law also requires compliance by other parties), including the Americans with Disabilities Act and Environmental Laws, that may in any manner affect the performance of this Agreement (collectively, "Laws"), and must not use the Leased Space, or allow the Leased Space to be used, in violation of any Laws or in any manner that would impose liability on the City or Tenant under any Laws. Tenant must notify the City within seven days of receiving notice from a competent governmental authority that Tenant or any of its Subcontractors may have violated any Laws. Provisions required by any Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement. Without limiting the foregoing, Tenant covenants that it will comply with all Laws, including but not limited to the following:

- A. In connection with Section 2-92-320 of the Municipal Code, Tenant has executed an Economic Disclosure Statement and Affidavit which is attached to this Agreement as Exhibit 10 and which contains a certification as required under the Illinois Criminal Code, 720 ILCS 5/33E, and under the Illinois Municipal Code, 65 ILCS 5/8-10-1 et seq. Ineligibility under Section 2-92-320 of the Municipal Code continues for 3 years following any conviction or admission of a violation of Section 2-92-320. For purposes of Section 2-92-320, when an official, agent or employee of a business entity has committed any offense under the section on behalf of such an entity and under the direction or authorization of a responsible official of the entity, the business entity is chargeable with the conduct. If, after Tenant enters into a contractual relationship with a Subcontractor, it is determined that the contractual relationship is in violation of this subsection, Tenant must immediately cease to use the Subcontractor. All Subcontracts must provide that Tenant is entitled to recover all payments made by it to the Subcontractor if, before or subsequent to the beginning of the contractual relationship, the use of the Subcontractor would be violative of this subsection.
- B. It is the duty of Tenant and all officers, directors, agents, partners, and employees of Tenant to cooperate with the Inspector General and the Legislative Inspector General of the City in any investigation or hearing undertaken under Chapter 2-56 or Chapter 2-55 of the Municipal Code, respectively. Tenant understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. Tenant must inform all Subcontractors of this provision and require under each Subcontract compliance herewith by each Subcontractor as to each such Subcontractor and all of its officers, directors, agents, partners and employees.
- C. Tenant must not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental Laws,

except in full compliance with all Environmental Laws.

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Tenant must not use or allow the Leased Space to be used for the storage of any such hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the Concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Agreement, Tenant must surrender the Leased Space to the City free from the presence and contamination of any hazardous substances.

D. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Municipal Code (collectively, the "Waste Sections"):

- 7-28-390 Dumping on public way-Violation-Penalty;
 - 7-28-440 Dumping on real estate without permit;
 - 11-4-1410 Disposal in waters prohibited;
 - 11-4-1420 Ballast tank, bilge tank or other discharge;
 - 11-4-1450 Gas manufacturing residue;
 - 11-4-1500 Treatment and disposal of solid or liquid waste;
 - 11-4-1530 Compliance with rules and regulations required;
 - 11-4-1550 Operational requirements;
 - 11-4-1560 Screening requirements; and
- any other sections listed in Section 11-4-1600(e), as it may be amended from time to time.

During the period while this Agreement is executory, Tenant's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an Event of Default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and Event of Default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Tenant's and its Subcontractors' duty to comply with all Environmental Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Tenant's eligibility for future City agreements.

E. Section 2-92-586 of the Municipal Code: The City encourages Tenant to use contractors and subcontractors that are firms owned or operated by individuals with disabilities, as defined by section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

F. Prohibition on Certain Contributions (Mayoral Executive Order No. 2011 -4):

1. Licensee agrees that Tenant, any person or entity who directly or indirectly has an

ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this bid, proposal or Agreement by Tenant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

2. Tenant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Tenant or the date the Tenant approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

3. Tenant agrees that it 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 fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee. \

4. Tenant agrees that 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.

5. Tenant agrees that a 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. 05-1 constitutes a breach and default under this Agreement, 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 Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

6. If Tenant violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Tenant's bid.

7. For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Tenant is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

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

Individuals are "Domestic Partners" if they satisfy the following criteria:

- a) they are each other's sole domestic partner, responsible for each other's common welfare; and
- b) neither party is married; and
- c) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- d) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- e) two of the following four conditions exist for the partners:
 - i) The partners have been residing together for at least 12 months.
 - ii) The partners have common or joint ownership of a residence.
 - iii) The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - iv) Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

G. Tenant covenants that no payment, gratuity or offer of employment must be made in connection with this Agreement by or on behalf of any Subcontractors or higher tier Subcontractors or anyone associated with them as an inducement for the award of a Subcontract or order; and Tenant further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Municipal Code is voidable as to the City.

H. Pursuant to Section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact,

either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of §2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement. Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (1) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (2) the authorized compensation paid to an official or employee for his office or employment; (3) any economic benefit provided equally to all residents of the city; (4) a time or demand deposit in a financial institution; or (5) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

I. Visual Rights Act.

i) The Tenant will cause any artist who creates artwork for the Leased Space to waive any and all rights in the artwork that may be granted or conferred on any work of visual art (the "Artwork") under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. §101 et seq.) (the "Copyright Act"). The waiver must include, but is not limited to, the right to prevent the removal, storage, relocation, reinstallation, or transfer of the Artwork. The Tenant acknowledges and will cause the artist to acknowledge that such removal, storage, relocation, reinstallation or transfer of the Artwork may result in the destruction, distortion, mutilation or other modification of the Artwork. Further, the Tenant acknowledges and consents and will cause the artist to acknowledge and consent that the Artwork may be incorporated or made part of a building or other structure in such a way that removing, storing, relocating, reinstalling or transferring the Artwork will cause the destruction, distortion, mutilation or other modification of the Artwork.

ii) The Tenant represents and warrants that it will obtain a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, or any other artists. Tenant must provide City with copies of any such waivers required by Section 106A and Section 113 of the Copyright Act prior to installation of any Artwork in the Leased Space.

10.7 Airport Security.

A. This Agreement is expressly subject to the airport security requirements of Title 49 of the United States

Code, Chapter 449, as amended ("Airport Security Laws"), the provisions of which govern airport security and are incorporated by reference, including the rules and regulations promulgated under it. Tenant is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Commissioner, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Laws, Tenant must promptly report any information in accordance with those regulations promulgated by the United States Department of Transportation, the TSA and by the City. Tenant must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of maximum security enhancement. The drawings, plans, and specifications provided by Tenant under this Agreement must comply with those guidelines for airport security developed by the City, the TSA and the FAA and in effect at the time of their submission.

- B. Further, Tenant must comply with, and require compliance by its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval of the TSA, the FAA and the Commissioner, Tenant must adopt procedures to control and limit access to the Airport and the Leased Space by Tenant and its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Tenant must have in place and in operation a security program for the Leased Space that complies with all applicable laws and regulations.
- C. Gates and doors located on the Leased Space, if any, that permit entry into restricted areas at the Airport must be kept locked by Tenant at all times when not in use or under Tenant's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner or the Commissioner's designee without delay and must be kept under constant surveillance by Tenant until the malfunction is remedied.
- D. In connection with the implementation of its security program, Tenant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Tenant acknowledges that all such knowledge and information is of a highly confidential nature. Tenant covenants that

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no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the Commissioner in advance in writing. Tenant further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Tenant's covenants and agreements as set forth in this section.

E. Tenant understands that fines and/or penalties may be assessed by the TSA or FAA for Tenant's noncompliance with the provisions of 49 CFR Parts 1540 and 1542 entitled "Airport Security" or by other agencies for noncompliance with regulations applicable to Tenant's operations. In the event the City shall be subject to any fine or penalty by reason of any violation at the Airport of any such rule, regulation or standard, the Commissioner may conduct an investigation and make a determination as to the identity of the party responsible for the violation. If it is determined by the Commissioner that Tenant, or any party for which Tenant is liable under this Agreement, is responsible for all or part of the fine or penalty, the Tenant shall pay said amount of the fine or penalty as Additional Rent.

10.8 Non-Discrimination.

A. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that: (i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Space; (ii) in the construction of any Improvements on, over, Or under the Leased Space and the furnishing of services in them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (iii) Tenant will use the Leased Space in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as those regulations may be amended; and (iv) Tenant shall operate the Concession on a fair, equal, and not illegally discriminatory basis to all users of it, and shall charge fair, reasonable, and nondiscriminatory prices for Merchandise (but Tenant is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.) In addition, Tenant assures that it will comply with all other pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance.

B. It is an unlawful practice for Tenant to, and Tenant must at no time: (i) fail or refuse

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to hire, or discharge, any individual or discriminate against the individual with respect to his or her compensation, or the terms, conditions, or privileges of his or her employment, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (ii) limit, segregate, or classify its employees or applicants for employment in any way that would deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (iii) in the exercise of the privileges granted in this Agreement, discriminate or permit discrimination in any manner, including the use of the Leased Space, against any person or group of persons because of race, creed, color, religion, national origin, age, handicap, sex or ancestry. Tenant must post in conspicuous places to which its employees or applicants for employment have access, notices setting forth the provisions of this non-discrimination clause.

C. Tenant must comply with the Civil Rights Act of 1964, 42 U.S.C. §2000e et secu (1981), as amended,

and to the extent required by the law, must undertake, implement and operate an affirmative action program in compliance with the rules and regulations of the Federal Equal Employment Opportunity Commission and the Office of Federal Contract Compliance, including 14 CFR Part 152, Subpart E. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. §2000e note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§6101-06 (1981); Rehabilitation Act of 1973, 29 U.S.C. §§793-94(1981); Americans with Disabilities Act, 42 U.S.C. §12101 and 41 CFR Part 60 et sea, (1990) and 49 CFR Part 21, as amended (the "ADA"); and all other applicable federal statutes, regulations and other laws.

- D. Tenant must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq .as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 5 111. Admin. Code §750 Appendix A. Furthermore, Tenant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all other applicable state statutes, regulations and other laws.
- E. Tenant must comply with the Chicago Human Rights Ordinance, Sec. 2-160-010 et seq. of the Municipal Code, as amended, and all other applicable City ordinances and rules. Further, Tenant must furnish or must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.
- F. Tenant must insert these non-discrimination provisions in any agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Space. Tenant must

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incorporate all of the above provisions in all agreements entered into with any subtenants, suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement, and Tenant must require them to comply with the law and enforce the requirements. In all solicitations either by competitive bidding or negotiations by Tenant for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier must be notified by Tenant of the Tenant's obligations under this Agreement relative to nondiscrimination.

G. Noncompliance with this Section will constitute a material breach of this Agreement; therefore, in the event of such breach, Tenant authorizes the City to take such action as federal, state or local laws permit to enforce compliance, including judicial enforcement. In the event of Tenant's noncompliance with the nondiscrimination provisions of this Agreement, the City may impose such sanctions as it or the Federal or state government may determine to be reasonably appropriate, including cancellation, termination or suspension of the Agreement, in whole or in part.

H. Tenant must permit access to its books, records, accounts, other sources of information, and its

facilities as may be determined by the City, the Commissioner or the Federal government to be pertinent to ascertain compliance with the terms of this Section. Tenant must furnish to any agency of the Federal or state government or the City, as required, any and all documents, reports and records required by Title 14, Code of Federal Regulations Part 152, Subpart E, including an affirmative action plan and Form EEO-1.

9 Airport Concession Disadvantaged Business Enterprises (ACDBEs). This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 C.F.R. Parts 26 and 23, as amended from time to time. Tenant must comply with the Special Conditions Regarding ACDBE participation attached hereto as Exhibit 9 and incorporated here by reference. Failure to comply with such Special Conditions shall be an Event of Default

10 No Exclusive Rights. Nothing contained in this Agreement must be construed to grant or authorize the granting of an exclusive right, including an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. It is clearly understood by Tenant that no right or privilege has been granted that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including maintenance and repair) that it may choose to perform.

10.11 Airport Landing Area. The City reserves the right to further develop or improve the

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landing area of the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance. The City reserves the right, but is not obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

12 No Obstructions. Tenant must comply with applicable notification and review requirements covered in Part 77 of the Federal Aviation Regulations if any future structure or building is planned for the Leased Space, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Space. Tenant, by accepting the Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Space above the applicable mean sea level elevation set forth in Part 77 of the Federal Aviation Regulations. If these covenants are breached, the City serves the right to enter upon the Leased Space and to remove the offending structure or object and/or cut down the offending tree, all of which will be at the expense of Tenant.

13 Avigation Easement. There is reserved to the City, its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Leased Space. This public right of flight includes the right to cause in the 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. Tenant by accepting this Lease agrees for itself, its successors, and assigns that it will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft from Airport or

otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Leased Space and cause the abatement of the interference at the expense of Tenant.

14 National Emergency. This Agreement and all the provisions of this Agreement are subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport, or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

ARTICLE 11 GENERAL CONDITIONS

11.1 Entire Agreement. This Agreement contains all the terms, covenants, conditions and agreements between the City and Tenant relating in any manner to the use and occupancy of the Leased Space and otherwise to the subject matter of this Agreement. No prior or other agreement or understandings pertaining to these matters are valid or of any force and effect. This Agreement supersedes all prior or contemporaneous negotiations, undertakings, and agreements between the parties. No representations, inducements, understandings or anything of any nature whatsoever made, stated or represented by the City or anyone acting for or on the City's behalf, either orally or in writing, have induced Tenant to enter into this Agreement, and Tenant acknowledges, represents and warrants that Tenant has entered into this Agreement under and by virtue of Tenant's own

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independent investigation.

2 Counterparts. This Agreement may be comprised of several identical counterparts and may be fully executed by the parties in separate counterparts. Each such counterpart is deemed to be an original, but all such counterparts together must constitute but one and the same Agreement.

3 Amendments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement may be amended only by a written agreement signed by the City and Tenant. No review or approval by the Commissioner, including approval of Construction Documents, constitutes a modification of this Agreement (except to the extent that the review or approval expressly provides that it constitutes such a modification or it is apparent on its face that the review or approval, if made in writing, modifies terms or provisions of this Agreement that are within the express powers of the Commissioner under this Agreement to modify), nor excuse Tenant from compliance with the requirements of this Agreement or of any applicable laws, ordinances or regulations. Amendments must be signed by the Mayor, provided that the Commissioner alone may sign amendments to the Exhibits. Notwithstanding the foregoing, any amendment that would modify the Agreement such that the Agreement would no longer substantially conform with the form of Agreement that was approved by City Council requires approval by the City Council.

4 Severability. Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. However, notwithstanding anything contained in this Agreement to the contrary, if any provision of this Agreement is under any circumstance prohibited by or invalid under applicable law, the provision is severable and deemed to be ineffective, only to the extent of the

prohibition or invalidity, without invalidating the remaining provisions of this Agreement or the validity of the provision in other circumstances.

5 Covenants in Subcontracts. All obligations imposed on Tenant under this Agreement pertaining to the maintenance and operation of the Leased Space and compliance with the ACDBE requirements in this Agreement are deemed to include a covenant by Tenant to insert appropriate provisions in all Subcontracts covering work under this Agreement and to enforce compliance of all Subcontractors with the requirements of those provisions.

6 Governing Law. This agreement is deemed made in the State of Illinois and governed as to performance and interpretation in accordance with the laws of Illinois. Tenant irrevocably submits itself to the original jurisdiction of those courts located within Cook County, Illinois, with regard to any controversy arising out of, relating to, or in anyway concerning the execution or performance of this Agreement. Tenant consents to service of process on Tenant, at the option of the City, by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Tenant, or by personal delivery on any officer, director, or managing or general agent of Tenant. If any action is brought by Tenant against the City concerning this Agreement, the action can only be brought in those courts located within Cook County, Illinois.

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7 Notices. Any notices or other communications pertaining to this Agreement must be in writing and are deemed to have been given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices are deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, 3 days after deposit in the U.S. mails, or otherwise upon refusal of receipt. Unless otherwise directed by Tenant in writing, all notices or communications from City to Tenant will be addressed to the person identified as the Tenant's contact person in the Tenant's Economic Disclosure Statement and Affidavit, as attached as Exhibit 10. All notices or communications from Tenant to the City must be addressed to:

Commissioner, Chicago Department of Aviation
City of Chicago
O'Hare International Airport
10510 W. ZemkeRd
Chicago, Illinois 60666

and with a copy to: Deputy Commissioner of Concessions at the same address.

If the notice or communication relates to payment of Rent or other payments to the City or relates to the security deposit or insurance requirements, a copy must be sent to:

City of Chicago City Comptroller City Hall-
Room 501 133 N. LaSalle Street, Suite 700
Chicago, Illinois 60602

If the notice or communication relates to a legal matter or the indemnification requirements, a copy must be sent to:

City of Chicago, Department of Law
Aviation, Environmental, Regulatory and Contracts Section
30 North LaSalle Street, Suite 1400
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel

Either party may change its address or the individual to whom the notices are to be given by a notice given to the other party in the manner set forth above.

8 Successors and Assigns; No Third Party Beneficiaries. This Agreement inures to the exclusive benefit of, and is binding upon, the parties and their permitted successors and assigns; nothing contained in this Section, however, constitutes approval of an assignment or other transfer by Tenant not otherwise permitted in this Agreement. Nothing in this Agreement, express or implied, is

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intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the parties and their successors and assigns, any right, remedy, obligation, or liability under, or by reason of, this Agreement unless otherwise expressly agreed to by the parties in writing. No benefits, payments or considerations received by Tenant for the performance of services associated and pertinent to this Agreement must accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or to any other person or persons identified as agents of, or who are by definition an employee of, the City. Neither this Agreement nor any rights or privileges under this Agreement are an asset of Tenant or any third party claiming by or through Tenant or otherwise, in any bankruptcy, insolvency or reorganization proceeding.

9 Subordination.

- A. This Agreement is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Agreement, then Tenant consents to the changes to this Agreement.
- B. This Agreement and all rights granted to Tenant under this Agreement are expressly subordinated and subject to any existing agreement or any Use Agreement with any airline utilizing the Airport, including the Terminals, and any existing agreement with any airline consortium pertaining to the operation of the Airport, including the Terminals.
- C. To the extent of a conflict or inconsistency between this Agreement and any agreement described in paragraphs A. and B. above, those provisions in this Agreement so conflicting must

be performed as required by those agreements referred to in paragraphs A. and B.

10 Conflict. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any sublease or Subcontract between Tenant and third parties, the terms and provisions of this Agreement govern and control.

11 Offset by Tenant. Whenever in this Agreement the City is obligated to pay Tenant an amount, then the City Comptroller may elect to require Tenant to offset the amount due against Rent or other payments owed by Tenant to the City, in lieu of requiring the City to pay such amount. Tenant shall have no right to offset any amount due to City under this Agreement against amounts due to Tenant by City unless so directed in writing by the City Comptroller.

11.12 Waiver; Remedies. No delay or forbearance on the part of any party in exercising any

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right, power or privilege must operate as a waiver of it, nor does any waiver of any right, power or privilege operate as a waiver of any other right, power or privilege, nor does any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or of any other right, power or privilege. No waiver is effective unless made in writing and executed by the party to be bound by it. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies that the parties otherwise may have at law, in equity or both, except that the City will not be liable to Tenant for any consequential damages whatsoever related to this Agreement.

13 Authority of Commissioner. Unless otherwise expressly stated in this Agreement, any consents and approvals to be given by the City under this Agreement may be made and given by the Commissioner or by such other person as may be duly authorized by the City Council, unless the context clearly indicates otherwise.

14 Estoppel Certificate. From time to time upon not less than 15 days prior request by the other party, a party or its duly authorized representative having knowledge of the following facts, will execute and deliver to the requesting party a statement in writing certifying as to matters concerning the status of this Agreement and the parties' performance under this Agreement, including the following:

- A. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of the modifications and that the Agreement as modified is in full force and effect);
- B. the dates to which Rent, including Additional Rent, have been paid and the amounts of the Rent most recently paid;
- C. that the requesting party is not in default under any provision of this Agreement, or, if in default, the nature of it in detail;
- D. that, to its knowledge, the requesting party has completed all required improvements in accordance with the terms of this Agreement, and Tenant is in occupancy and paying Rental on a current basis with no offsets or claims; and

E. in the case of the City's request under this Agreement, such further matters as may be requested by the City, it being intended that any such statement may be relied upon by third parties.

15 No Personal Liability. Tenant, or any subtenant, sublicensee, assignee or Subcontractor, must not charge any elected or appointed official, agent, or employee of the City personally or seek to hold him or her personally or contractually liable to Tenant, subtenant, sublicensee, assignee, or Subcontractor for any liability or expenses of defense under any provision of this Agreement or because of any breach of its provisions or because of his or her execution, approval, or attempted execution of this Agreement.

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16 Limitation of City's Liability. Tenant, its subtenants and Subcontractors must make no claims against the City for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement except as expressly provided otherwise under this Agreement. All Tenant, subtenant, and Subcontractor personal property upon the Leased Space or upon any other part of the Airport, is at the risk of Tenant, subtenant, or Subcontractor respectively only, and the City is not liable for any loss or damage to it or theft of it or from it. The City is not liable or responsible to Tenant, its subtenants or Subcontractors, and Tenant waives, and will cause its subtenants and Subcontractors likewise to waive, to the fullest extent permitted by law, all claims against the City for any loss or damage or inconvenience to any property or person or any lost profits any or all of which may have been occasioned by or arisen out of any event or circumstance, including theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or water leakage, steam, excessive heat or cold, falling plaster, or broken glass: or any act or neglect of the City or any occupants of the Airport, including the Terminals or the Leased Space, or repair or alteration of any part of the Airport, or failure to make any such repairs or any other thing or circumstance, whether of a like nature or a wholly different nature. If the City fails to perform any covenant or condition of this Agreement that the City is required to perform and, notwithstanding the foregoing, Tenant recovers a money judgment against the City, the judgment must be satisfied only out of credit against the Rent and other monies payable by Tenant to the City under this Agreement, and the City is not liable for any deficiency except to the extent provided in this Agreement and to the extent that there are legally available Airport funds.

17 Joint and Several Liability. If Tenant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then in that event, each and every obligation or undertaking stated in this Agreement to be fulfilled or performed by Tenant is the joint and several obligation or undertaking of each such individual or other legal entity.

18 Non-Recordation. Tenant must not record or permit to be recorded on its behalf this Agreement or a memorandum of this Agreement, in any public office.

19 Survival. Any and all provisions set forth in this Agreement that, by its or their nature, would reasonably be expected to be performed after the expiration or termination of this Agreement survive and are enforceable after the expiration or termination. Any and all liabilities, actual or contingent, that have arisen in connection with this Agreement, survive any expiration or termination of this Agreement. Any express statement of survival contained in any section must not be construed to affect the survival of any other section, which must be determined under this section.

20 Force Majeure. Neither party is liable for non-performance of obligations under this Agreement due to delays or interruptions beyond their reasonable control, including delays or interruptions caused by strikes, lockouts, labor troubles, war, fire or other casualty, acts of God ("force majeure event"). As a condition to obtaining an extension of the period to perform its obligations under this Agreement, the party seeking such extension due to a force majeure event must notify the other party within 20 days after the occurrence of the force majeure event. The

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notice must specify the nature of the delay or interruption and the period of time contemplated or necessary for performance. The foregoing notwithstanding, however, in no event will Tenant be entitled to an extension of more than 60 days due to a force majeure event, without the express written consent of the Commissioner.

[Exhibits follow this page; signature page immediately follows the Table of Contents.]

EXHIBIT 1

EXHIBIT 2 RENT

1. Percentage Fee

2. MAG:

71% \$791,000

EXHIBIT 3 DEVELOPMENT PLAN (INCLUDING BUDGET IMPROVEMENT COSTS AND SCHEDULED DBO DATES)

Chicago Airports Commercial Advertising Concession
Development Plan : MDW : Exhibit 3 : February 26.2013

Loc#

Remove [R] No New Fixture

[R] [R] [R] [R]

[R]

[R]

[R]

[R]

[R] [R] [R]

MD-001 MD-002 MD-003 MD-004 MD-005 MD-006 MD-007 MD-008 MD-009 MD-010 ;MD;011 MD-012 MD-013 MD-014 MD-015 MD-016 MD-017 MD-018 MD-019 MD-020
MD-021 MD-022 MD-023 ' MD-024 MD-025 MD-026 MD-027 • MD-028 MD-029 MD-030 MD-031 MD-032 MD-033 MD4)34 MD-035 MD-036

Midway Lower Level Arrivals Bag Claim / Ground Transportation

NA NA NA NA NA NA NA NA NA .NA NA TFD TFD. TFD TFD TFD Diorama ; Diorama TFD , TFD ■ TFD TFD TFD Diorama Diorama' ;
TFD TFD TFD TFD TFD Diorama 'Diorama TFD TFD TFD TFD

Improvement Cost Implementation

P16 ■ P16 P16 P16 P16: P16 P16: P16 P16 P16 P16 P12 P12 P12 P12 P12 P12 P12 . P12 . P12 P12 P12 P12
P12
P12 P12 P12
"P12>' P12. P12 P12'
. P12 P12.

Effective Date (+) 25 Months Effective Date (+) 25 Months ' Effective Diate (+) 25Mohths : Effective Date (+) 25 Months Effective Date (+) 20 Months Effective Date (+) 20 Months Effective Date(+),23 Months Effective Date (+),23 Months

Effective Date (+) 25 Months Effective Date (+) 20 Months Effective bate (+) 20 Months Effective Date (+) 20 Months

Loc#

MD-094i MD-093 MD-086 MD-088

Remove [R] No New Fixture

Midway Upper Level Concourse C

- MD-096 [R]
- MD-097 [R]
- MD-098 [R]
- MD-099
- MD-100 ; - :

Midway Upper Level SkyBridge

- MD-101 MD-102
- ,MD-103.
- MO-104
- MD-105
- MD-106.
- MD-107
- MD-108
- ;MDri09-MD-110 MD-111 MD-112

Display Description

Diorama Power Station
70"-LCD \. 70" LCD

■'■.; na na :

NA

Diorama ■ Diorama

Spectacular Spectacular. Spectacular: Spectacular Spectacular Spectacular. J Vertical Backlit Vertical Backlit Vertical Backlit VerticalBacklitV Vertical Backlit;
Vertical:Backlit?

Improvement Cost

\$5,000 \$46,000

\$21,000

\$21,000

\$9,000 \$4,000 \$4,000 \$5,000 \$5,000

\$14,000

\$14,000

\$14,000 \$14,000 \$14,000 \$14,000 \$14,000 \$14,000 \$14,000 \$14,000 \$14,000 \$14,000

Implementation	Date of Beneficial Occupancy(DBO)	(Phasing)	Effective Date (+) Months
P11	Effective Date (+) 20 Months		
P13	Effective,Date;(+) 22 Months		
P14	Effective Date (+) 23 Months		
P14	Effective Date (+) 23 Months		
P16	Effective Date (t) 25 Months		
P.16	Effective Date (+) 25 Months		
P16	Effective Date (+) 25 Months		
,P11	Effective Date (+) 20 Months -		
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P11	Effective Date (+)20 Months		
P.11	Effective Date (+) 20 Months		
P11	Effective Date (+) 20 Months		
P11	, Effective Date (+) 20 Months		

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EXHIBIT 4

CITY'S SHELL AND CORE OBLIGATIONS

DEPARTMENT QFAWIATBQM

Chicago Department of Aviation

**Concessions Tenant Design
Construction Procedures
Manual**

for
**O'Hare International Airport
and
Midway International Airport**

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All materials contained herein are reserved and protected. Any copying or distribution of these materials without the permission of either Unison Retail Management (Unison), the Department of Aviation (CDA) or the City of Chicago is prohibited.

SECTION 0002 PROJECT DIRECTORY

City of Chicago

Rahm Emanuel, Mayor City Hall
121 North LaSalle Street, 5th Floor Chicago, Illinois 60602

Department of Aviation

Rosemarie S. Andolino, Commissioner Aviation Administration
Building 10519 W. Zemke Road Chicago, Illinois 60666

Cortez Carter, Managing Deputy Commissioner Real Estate, Planning and Concessions Aviation Administration
Building 10519 W. Zemke Road Chicago, Illinois 60666

*Frank Grimaldi, Assistant Commissioner of Development Aviation Administration
Building 10519 W. Zemke Road Chicago, Illinois 60666*

Concessions Management

Victor Franco, Tenant Design Manager
Unison Retail Management
O'Hare International Airport
Terminal 3, Mezzanine
Chicago, Illinois, 60666
Telephone (773) 894-3380
Fax (773) 894-3910

Diana Miller, General Manager
Unison Retail Management
O'Hare International Airport
Terminal 3, Mezzanine
Chicago, Illinois, 60666
Telephone (773) 894-3905
Fax (773) 894-3910

SECTION 0003 DEFINITIONS

AIRSIDE - The portion of the airport that is located post security (after the security gates)

CLOSURE LINE - Line of storefront entrance door (sliding, rolling, swing)

CONCOURSE - Pre security, the public circulation and queuing area associated with airline check-in and ticketing positions. Post security, the main public corridor that runs through the airport. Retail concession spaces are generally located on one side of the concourse. Lines of customers should never extend into the concourse.

DESIGN CONTROL ZONE - An area inside the PREMISES that extends from the LEASE LINE back a specific number of feet into the space. This zone, where occurs, will be noted on the LOD.

DEMISING WALL - Any wall separating a tenant's space from another tenancy or common area., Refer to local building code for required rating.

HOLD ROOM - A room or area, located adjacent to a Gate, with seating for passengers to wait for arriving or departing

flights.

LANDLORD - The CDA, governing airport authority or its designated representative.

LANDSIDE - The portion of the airport located pre-security (before the security gates).

LEASE LINE - The imaginary line surrounding the PREMISES. The LEASE LINE generally occurs at the centerline of a glass storefront, the centerline of a demising wall between tenancies, or the inside face of a common area, concourse or exterior wall.

LEASE - Agreement between the Tenant and the CDA. Tenant design must be in accordance with this manual and the LEASE. Where there is a conflict, the LEASE shall be the governing document.

LOD (Lease Outline Drawing) - A drawing of the PREMISES that shows the LEASE LINE, utility stub-out locations, and the Design Control Zone (if any). The LOD will be furnished to the Tenant by the LANDLORD prior to the signing of the LEASE. All information provided on the LOD must be field verified by the Tenant prior to start of construction.

PUNCHLIST - A list of deficiencies, prepared by the CDA or its designated representative. See Section 6000, Article 2.20.

PREMISES - The area of the airport that has been leased by the Tenant. See LOD.

SECTION 1000 DESIGN GOALS AND CONCEPTS

Introduction

Chicago O'Hare International Airport is the second busiest airport in the world, serving approximately 64 million passengers per year. This passenger traffic equates to more than 175,000 passengers every day and an average of 100 aircraft arriving and departing each hour from 162 gates. Chicago Midway International Airport serves approximately 17 million passengers per year.

O'Hare and Midway are owned by the City of Chicago and operated by the Chicago Department of Aviation (CDA). O'Hare and Midway Airports contribute to Chicago's status as the premier air transportation hub in the nation.

Unison Retail Management Inc. (Unison) serves as retail consultant for the City of Chicago Department of Aviation and is responsible for the planning, implementation and management of all retail facilities at O'Hare and Midway.

As a tenant at the Airport you will have the unparalleled opportunity to benefit from and to contribute to the success of the concessions program.

Mission Statement

"To celebrate the Chicago Airports stature as a global gateway, and ensure that passengers remember the

airports as having captured the Chicago Urban metropolis Experience and its global position".

To express the Chicago experience, it is necessary to create a unique physical framework that evokes a 'feeling' of Chicago that can be achieved through a combination of materials, colors and sounds. These aspects will all contribute to making an enjoyable and memorable experience for the traveler, as well as the working population of the Airport and will provide a sense of 'civic pride' to all residents of Chicago.

To express and celebrate the best of Chicago at the Airport, tenants are encouraged to examine key aspects of the city's heritage and physical environment, cultural life and institutions, icons and monuments. Additionally, the city's nightlife, restaurants, and public festivals may be used to provide a framework within which retail facilities will become memorable and entertaining experiences.

Design Intent

The retail design program has taken the philosophical position that the design of storefronts and concession spaces should strike a balance between variety and consistency. The design of all concession spaces must be respectful of the terminal architecture and the thematic

statements of each area within the terminal. Tenant design must be consistent with the design guidelines and criteria embodied in this manual.

These guidelines may be met by proposing contemporary design solutions that capture the "essence" and feel of the design guidelines without necessarily being literal interpretations. This may be achieved by the use of materials, color or characteristic gestures of the design guidelines.

The Chicago Department of Aviation and Unison are committed to achieving the following goals with the Airport Retail Program. Tenants will be required to implement concession design solutions consistent with these aims.

- o To create and enhance design responses that support the Mission Statement, which will be clearly identified with Chicago and that will be internationally recognized.
- o To create top quality, cutting edge designs from all tenants, appropriate for the City and Airport's international stature. Concepts and materials used in concessions should be equal to or better in quality than those found in prestigious downtown locations.
- o To incorporate environmentally sustainable design practices in the development and buildout of concessions and comply with the "CDA Sustainable Airport Manual."
- o To treat concessions which communicate a unique, distinctive and memorable image. Design concepts which have been "parachuted" in from other projects without regard to the specific themes established for the Airport will not be accepted.
- o To creatively plan concessions that are compatible with the airlines and CDA operational requirements and with passenger convenience. Concessions should be operationally efficient and demonstrate innovative in-unit storage.

- o To create concessions which complement the architectural qualities of the airport and are compatible with adjacent tenancies.

SECTION 2000 GENERAL PROCEDURES

1 Intent of this Manual

This Concessions Tenant Design & Construction Procedures Manual ("TDCPM") is intended to provide Tenants and their designers and contractors with information required for the design and construction of their leasehold improvements at the Chicago Airports. It contains:

- o City of Chicago Department of Aviation criteria for design.
- o Procedures for obtaining the required approval of design.
- o Regulations covering design and construction procedures throughout the project.

It is the responsibility of the Tenant and its contractor to obtain and become familiar with Chicago Department of Aviation ("CDA") guidelines and requirements as embodied in the Lease Agreement and the TDCPM prior to commencement of the Tenant's Work.

2 Reference Documents

1 The TDCPM is to be read in conjunction with:

- o The Lease Agreement ("Lease") and in particular Articles 3.2, Article 5, and Exhibit 4 thereof.
- o City of Chicago Building Department Building Permit and CDA Construction Permit application forms.

2 The Tenant shall be responsible for reviewing, understanding and implementing, as part of its design, the latest editions of all Federal, State and Local codes, ordinances and regulations applicable to the work. Review of Tenant documents by the CDA and / or its designated representatives does not relieve the Tenant of responsibility to satisfy all such applicable requirements. These requirements include, but are not limited to:

- o Municipal Code of Chicago
- o City of Chicago Building Code

- o City of Chicago Department of Health Regulations
- * American Disabilities Act
- o Illinois Accessibility Code
- o FAA 7460-1 Forms
- o Additional Aviation Security Act and FAA requirements outlined in Article 10.7 of the Lease
- o Environmental Laws as defined in Article 3 of the Lease

- o CDA Temporary Construction Barricade and graphics Standards (see Exhibit C)
- o CDA CADD Drawing Standards

2.3 Familiarity with the TDCPM and the Reference Documents will form the basis of CDA approval of all Tenant design and construction work. In case of discrepancy between the TDCPM and the Lease, the Lease shall take precedence and shall apply.

3 Department Of Aviation Representation and Design Review

3.1 Questions and comments regarding the TDCPM and related procedures and all tenant concession submissions shall be directed to the Unison Retail Management representative as indicated below:

Attention: Victor Franco, Tenant Design Manager
Unison Retail Management
O'Hare International Airport
Terminal 3, Mezzanine
PO Box 66142
Chicago, Illinois, 60666
Telephone: (773) 894-3380
Fax: (773) 894-3910

3.2.1 Design review will be conducted by architects appointed by the CDA. Additional technical reviews will be conducted by various divisions of the CDA and any affected airline or other Tenant agency.

3.3 The CDA and its representatives will review each design submission on individual merit and in the context of neighboring premises and Airport design standards and reserves the right to require changes to, or reject elements of, the design.

4 Permits, Fees and Approvals

- 1 Tenants are responsible for obtaining all permits, paying all fees and obtaining all required approvals.
- 2 Design approvals shall be obtained by the Tenant from the CDA in conformance with the requirements of this document as stated in Section 3000, Tenant Design Submission Requirements.
- 3 Following the design approvals indicated above, the Tenant shall obtain a Building Permit from the City of Chicago Department of Construction and Permits (DCAP). Note that approval by the CDA does not constitute

approval from the City of Chicago Building Department.

- 4 Construction shall not commence until the above noted approvals and permits are secured and satisfactory evidence of same has been provided to the Department of Aviation.
- 5 The Tenant shall at all times during the performance of the Tenant's Work, post the CDA's standard notice to workers, materialmen, contractors and subcontractors regarding the limitations on the CDA's responsibilities relating to the improvements and the Work, in a conspicuous location at the place of the Work.
- 6 For additional permit and approval requirements during the course of construction Tenants are referred to Section 6000 of this document, Construction Regulations.
- 7 Upon completion of the Tenant's Improvements, the Tenant shall secure all applicable certificates of inspection, and provide the CDA with a Statutory Declaration confirming that there are no liens, Workers' Compensation claims, or other encumbrances affecting the Premises or the Building in respect of work, services, materials and equipment relating to the Tenant's Improvements and that all accounts for work, services, materials and equipment have been paid in full with respect to all of the Tenant's Improvements. Occupancy of the Tenant's Premises shall not be permitted until this requirement is fulfilled.
- 8 If specified by DCAP and/or insurance company, the Tenant shall obtain an Certificate of Occupancy from the City of Chicago Building Department. In the case of food or beverage tenancies the Tenant shall also obtain all approvals and certificates as required by the City of Chicago Health Department.

5 Assurance of Professional Design, Documentation and Field Review

The Tenant's design team shall provide evidence, satisfactory to the CDA, of professional services throughout the design, documentation and field review stages of the work. Contract documents and "as-builts" shall be signed and sealed by a design professional licensed to practice in the State of Illinois.

6 Base Building Drawings for Tenant Use

Wherever possible the CDA will provide one (1) set of white prints of the following documents, in imperial scale, for the Tenant's information. The CDA will make its best efforts to provide the most current information available, but does not warrant the accuracy or completeness of same; the Tenant shall be responsible for verification of existing conditions.

- o Key plan, for locating the Tenant's premises in the terminal. © Architectural plan of the general location at V" = V.
- o Structural plan of the general location.

- o Mechanical, plumbing and fire protection plan of the general location indicating existing systems and/ or capped off location of services.

- o Electrical plan of the general location indicating existing systems and/ or location of terminated services if known.
- o Such elevations and additional details that the CDA believes to be applicable to the general location.

In addition, other base building drawings and specifications may be available for review. Copies of available selected sections will be provided after completion of e-drawing request signed form for concession development.

7 Tenant Requests to Modify the Base Building

- 1 If the Tenant's requirements for any of the base building elements or services supplied by the CDA exceed the standards or capacities outlined in the Lease and this manual, the Tenant may apply to the CDA for upgrading of such elements or services. The CDA will review the application received and may, at its sole discretion, agree to the upgrade.
- 2 If the CDA agrees, the CDA may at its sole discretion, either;
 - o Supply a quotation to the Tenant for the CDA to do such upgrade work, for the Tenant's agreement and authorization. Such quotation shall include all related costs, including those of the CDA's consultants, plus 20% for CDA coordination, supervision and administration.

Or

 - o Authorize the Tenant to proceed with the work under CDA supervision. In this case the Tenant shall agree to compensate the CDA for its supervision and administrative costs including those of the CDA's consultants.

8 Tenant Authorization of Base Building Modifications

- 1 Work performed by the CDA on behalf of the Tenant or to accommodate the Tenant's design requirements or base building modifications shall require a Tenant Authorization Form (see Exhibit A). The Tenant Authorization Form shall be prepared and issued by the CDA, and signed and submitted by the Tenant prior to commencement of the affected work.
- 2 Costs authorized by the Tenant, under the Tenant Authorization Form, shall be paid by the Tenant directly to the City of Chicago, on demand, following completion of the work by the CDA's contractor. At the CDA's option such costs may be invoiced, due and payable on a monthly basis, pro rata.

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- 3 The CDA, in its sole discretion, may require the Tenant to provide an irrevocable Letter of Credit as security against all of the Tenant's obligations for work performed under the Tenant Authorization Form.
- 4 Under no circumstances will the Tenant's contractor be permitted to make modifications to the base building systems.
- 5 Occupancy shall not be permitted until the account is fully paid and current.

9 Safety and Security

- 1 It is the intention of the CDA that a safe, secure and healthy work place is provided for each and every worker on

CDA property. This applies to work performed within the Tenant's Premises or under Tenant control.

- 2 The Tenant and its contractors have sole and complete responsibility for safety on the project. The tenant's construction supervisor responsibilities are to be solely limited to safety related functions but with prior CDA Safety approval dual roles such as Safety Representative and Supervisor are allowed to exist. The Tenant and its contractors shall comply with all health and safety requirements or standards in effect under the Federal, OSHA, State of Illinois, City of Chicago, and The Airport Standards and as set forth in the latest edition of the City of Chicago, Department of Aviation, General Conditions, Part Two. For more detail on Contractor Responsibilities, refer to Exhibit M of this document.
- 3 Fire protection shall comply with all fire regulations in effect under Federal, OSHA, EPA, State of Illinois, City of Chicago, and The Airport Standards.
- 4 Security of the Tenant's premises during the Tenant's Fixturing Period shall be the responsibility of Tenant, who shall take all necessary steps to secure the premises. The CDA shall have no liability for any loss or damage including theft of building materials, equipment, supplies, fixtures or stock.

10 Working in the Airport

- 1 Tenant's representatives, design team and contractor shall recognize that their Work is being conducted in an operating airport, the functioning of which may not be disrupted for any reason. The CDA reserves the right to stop the Tenant's Work at any time, for any reason the CDA deems necessary to maintain the operation, standards or requirements of the Airport.
- 2 Tenant representatives, design team and contractors who will be working in any area of the airport past the security checkpoint are required to obtain an Employee Access Control Photo ID Badge. A sample application form is included as Exhibit D. Forms shall be filled in and be completed and returned. See Section 6000, Article 1.2 for additional information.

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- 3 If the Tenant and/or its consultants require access to a space not currently being utilized or operated by the same Tenant, prior approval must be obtained for access to that space. The Tenant must request, from the CDA or its designated representative, access to the space a minimum of 48 hours prior to the desired time of access.
- 4 Tenants requiring additional clarification on this topic are referred to the latest edition of the City of Chicago, Department of Aviation, General Conditions, Part Two, which governs the daily operation of the airport.
- 5 For additional information on working in the airport see Section 6000, Construction Regulations.

11 Tenant Checklist

To assist Tenants in compiling information for administration purposes, a Tenant Checklist is included as Exhibit B. This checklist is for reference and use by the CDA and the Tenant, and may be subject to change by the CDA who will so notify the Tenant.

SECTION 3000 TENANT DESIGN SUBMISSION REQUIREMENTS

1 General

- 1 Preparation and submission of drawings, samples, and specifications for the fixturing of the premises, for the CDA's review, must be in accordance with Section 2000 General Procedures, this Section and as set out in the Lease. All documents shall bear the CDA assigned project number.
- 2 The design and submitted documents and materials shall be prepared by design professionals licensed to practice in the State of Illinois, examples of whose previous design work shall be of a standard acceptable to the CDA at its sole discretion.
- 3 For the benefit of the Tenant's design team, attention is drawn in particular to the non-combustible classification of the building; related flame spread ratings and smoke development classification of materials and the seismic restraint of construction components. Documentation demonstrating compliance with these requirements shall be provided by the Tenant if requested by the CDA.
- 4 CDA drawings of the Premises will be provided for the Tenant's information in accordance with Article 6, Section 2000 of this document.
- 5 Tenant documentation prescribed in Article 3 Submission Documentation shall for all submissions be provided in imperial measurement at the following scales:

- o Key plans; $1/32" = 1'$; with the location of the space clearly identified by the column line designation.
 - o *Floor plans, reflected ceiling plans, merchandising plans, interior elevations, sections and related details; V" -*
||
 - o Flow diagrams and adjacency plans at $1/8" = 1'$.
 - e Storefronts, signage, logos and lettering, in elevation, section or detail; $1/4" = 1'$.
 - o Material samples on standard not to be smaller than 11" x 17" size boards, complete with legend.
 - o Renderings on minimum 11" x 17" stock.
- 6 All required concessions review documents should be submitted in accordance to the "Document Submittal Instructions." Material sample boards and all renderings shall be submitted in duplicate.
- 7 Where CADD documentation is prescribed by Article 3 of this Section, all drawings shall be submitted in conformance with the City of Chicago Department of Aviation CADD Standards, CADD Standards User Manual, Release 1.1. Electronic submittals will be accepted in Microstation format only. During

development of the Tenant's CADD deliverables and at the Tenant's request, the City will make available Microstation cell libraries, standards and seed files.

2 Submission Schedule

- 1 Within 30 business days of the Effective Date of the lease, the Tenant will submit a Development Plan and Conceptual Design describing in detail the thematic concept for the Retail Space and its plan and schedule for implementing the improvements as set out in paragraph 3.1 of this section. The Development Plan must include the anticipated Date of Beneficial Occupancy.
- 2 Within 14 business days after the Development Plan and Conceptual Design submission, the Tenant will receive one of the following responses from the CDA; "Accepted", "Accepted as noted", or "Revise and resubmit". Supplementary explanatory comments will be provided as appropriate. Received comments shall be incorporated into the Tenant's next design submission.
- 3 Within 14 business days after receipt of the Development Plan and Conceptual Design, a design start-up meeting shall be convened to review the Tenant's Development Plan and Conceptual Design and this manual.
- 4 Within 45 business days of date of the approval of the Development Plan and Conceptual Design, the Tenant shall prepare and submit its proposed 60% design drawings to the CDA as set out in paragraph 3.2 of this section, for the CDA's review and acceptance.
- 5 Within 10 business days after the 60% Design submission, the Tenant will receive one of the following responses from the CDA; "Accepted", "Accepted as noted", or "Revise and resubmit". Supplementary explanatory comments will be provided as appropriate. Received comments shall be incorporated into the Tenant's next design submission.
- 6 If a resubmission is required by paragraph 2.5 above, the Tenant shall resubmit the design within 5 days thereafter addressing the noted concerns. This process shall continue until an "Accepted" or "Accepted as noted" response is achieved.
- 7 Within 20 days of the Tenant's receipt of the CDA's acceptance of the Tenant's Design Development submission, the Tenant shall prepare and submit 100% Design and specifications for review, as set out in paragraph 3.3 of this

section. The CDA shall attempt to notify the Tenant of its acceptance or request for revision of the Tenant's 100% Design within 10 business days thereafter.

- 8 The CDA will make its best efforts to expedite the reviews of the Tenant's submissions, however the Tenant should be aware that the CDA will review the submissions in the context of adjacent premises and that this may affect the schedule of the reviews.
- 9 Within 30 business days of the Tenant's notice of completion to the CDA, the Tenant shall submit to the CDA complete as-built documentation as described in paragraph 3.6 of this Section.

3 Submission Documentation

3.1 Development Plan and Conceptual Design

The following indicates the minimum requirements of the Development Plan and Conceptual Design Submission.

- o Initiation letter describing the nature and scope of the project.
- o Proposed schedule and cost.
- o Key Plan showing the location of Premises identified by column lines within the terminal.
- o Flow diagram showing all passenger movements in the immediate vicinity of the premises.
- o Adjacencies and dimensions to fixed construction in the immediate vicinity,
- o Proposed Merchandising Plan showing fixture layout and product displays,
- o Colored perspective or elevation of proposed storefront design with signage,
- o Sample board of proposed materials, colors, finishes and furnishings,
- o Key mechanical, electrical and telecommunication systems proposed.

3.2 60% Design Submission

The following indicates the minimum requirements of the Tenant's Design Development Submission:

- » Initiation letter describing the nature and scope of the project.
- o Response letter to the CDA Preliminary Design submittal comments.
- « Key Plan showing the location of the Premises within the Airport.
- o Flow diagram showing all passenger movements in the immediate vicinity of the premises.
- Preliminary Floor Plan(s) showing interior design including materials and finishes.
- o Interior wall elevations showing materials, heights, locations of feature elements.
- o Reflected Ceiling Plan(s) showing ceiling materials, various heights, location and type of all light fixtures and other mechanical or electrical ceiling mounted devices.
- o Storefront elevation and section showing storefront concept including graphics and signage, materials and finishes.

- o Sample board (if revisions to Preliminary Submission were required by the CDA).

- o Mechanical and electrical design including base building modifications.
- o Storefront model to fit Retail Architect's light box if requested.
- o Fixture cuts of all proposed lighting, furnishings, diffusers, grilles, sprinkler heads and accessories.
- o Proposed cost of the improvements.
- o Proposed updated schedule.

3.3 100% Design Submission

The following indicates the minimum requirements of the Design/Working Drawings.

1 General

- o Initiation letter describing the nature and scope of the project.
- o Proposed construction schedule showing all major elements of the Work.
- © Current estimate of improvement costs.
- « Complete CADD documentation of the submission.
- o Assurance of professional design, documentation and commitment for field review as described in Article 5 of Section 2000 of this manual.

2 Architectural

Key Plan showing location of the Premises within the Airport.

- o Floor Plan(s) indicating closure locations of partitions and type of construction, placement of fixtures, furnishings, floor patterns, material selections, storage and washroom locations (if any).
- o Reflected ceiling plan(s) showing ceiling materials, various heights, and location of all light fixtures, diffusers, grilles and sprinkler heads.
- o Interior Wall Elevations, sections and details sufficient for construction.
- o Storefront Elevation showing ceiling materials, various heights, location of all light fixtures, signage and emergency exit(s).
- » Sign, logo and lettering details showing elevation and section views, letter style and size, all colors and materials, methods of illumination, installation, color of illumination and voltage requirements. This shall include signage for the Blade Sign as applicable. Sign blades must be professionally designed and fabricated. Designs shall be complete as part of the working drawing submission. Design-build signage arrangements will not be accepted.
- «> Specifications, interior finish and color schedules.

- o Confirmed fixture cuts of all lighting, and plumbing fixtures including manufacturers name, catalogue number, catalogue cut, lamp types, mounting and custom designs.
 - o Details of securing the Premises when closed.
 - o Sample board of materials, finishes and colors if revised from previously approved Final Design Submission.
 - o Tenant hoarding and dust control plans in conformance with CDA standards; see Exhibit C.
- 3 Structural (if applicable)
- o Drawings identifying means of seismic restraint for all code required applications and all applicable structural calculatings.
 - o Drawings and specifications for elements of fixturing or construction applying atypical point loads to the base building structure.
 - o Drawings indicating size and location of all intended floor or roof penetrations.
- 4 Heating, Ventilating and Air Conditioning
- o Floor plan, fan coil or VAV units, duct layout, size and manufacturer of grilles and diffusers, thermostats where applicable.
 - o Specifications and fixture cuts.
 - Heat gain/loss calculations based on existing conditions, o Venting, make-up air requirements.
 - o Mechanical equipment schedules per City of Chicago building code requirements
- 5 Plumbing (if applicable) o Floor plan of services.
- o Specifications and fixture cuts.
 - o Venting and back flow preventer location and requirements. <> Riser diagrams showing water meter location..
- 6 Sprinklers and Fire Protection
- o Sprinkler distribution changes, head layout and hydraulic calculations (if applicable).
 - o Heat baffles (if applicable).
 - o Fire extinguisher locations.
- 7 Electrical

- o Floor plan showing electrical requirements. Include single line distribution diagram.
- o Fixture schedule showing quantity and watts for each fixture.
- o Special lighting, i.e. signs, logo, etc.
- o Specifications of fixtures.
- o Total electrical demand and connected loads, service location and size of transformer (if required).
- o Completed table of electrical loads.

4 Response to CDA Letter of Approval

The Tenant shall respond in writing and provide written response at pre-construction meeting, regarding any outstanding issues or requirements listed in the CDA's Design/Working Drawing Letter of Approval.

5 Post Construction Submissions

The following items are to be submitted post construction:

- 3.5.1 Complete and accurate as-built drawings signed by the contractor/builder of all work provided within the Premises. "As-Built" submissions shall include:
 - o Three (3) half size AS BUILT drawings sets with the CDA project number appearing on each sheet.
 - o One (1) CD of the as-built construction document electronic drawing files that were created using an acceptable version of CADD software. The architect can deliver these drawing files on any standard media or via the internet. If file, other than graphical files, are translated, the architect will ensure 100% transfer of data. The name, location, project number and vendor's name of the project must appear on the front label of the disk.
 - o One (1) CD of the image files in TIFF format and One (1) CD of the image files in PDF format.
- 2 Copies of all reviews, sign-offs and other items as specified under Article 4 Section 2000 of this manual, pertaining to the Work as provided at pre-construction meeting
- 3 A statement certified by the Tenant detailing the improvement costs for the premises.

SECTION 4000 DESIGN CRITERIA AND TECHNICAL REQUIREMENTS

1 General

- 1 Design criteria have been developed to maintain design quality and consistency while encouraging designers to be imaginative and innovative.
- 2 The CDA will review each design submission on individual merit and in the context of neighboring premises, and reserves the right to require changes to, or reject elements of the design in whole or in part.
- 3 Concessions shall provide a consistent image, signage and finishes package for the entire leased space. This requirement is equally applicable to single concessions and to those having multiple "sub-tenants", representing more than one brand or concept in a single leased space.
- 4 Tenants proposing branded concepts shall require and insure that the brands make available the full range of their latest concept designs to the The Airport Retail Program. f
- 5 Tenants are reminded that submitted designs will be evaluated against the overall Design Goals and Concepts

described in Section 1000 of this manual.

2 Base Building

Unless otherwise specified in the Lease, the CDA at the CDA's expense will provide the items indicated below;

- 1 Concrete or steel structure with or without deck depending on location.
- 2 Exposed structure to Tenant space or open to above, depending on location.
- 3 Existing floors.
- 4 Storefront bulkhead in specific locations only per CDA supplied drawings.
- 5 Storefront neutral pier/demising cap at each demising wall where applicable.
- 6 The Tenant is referred to Section 2000, articles 7 and 8 for provisions regarding the alteration of base building elements.

3 Design Control Zone (where applicable)

Where the CDA has designated a "Design Control Zone" to a defined line inside the Premises this area shall be regarded as a transition zone within which the Tenant shall incorporate CDA specified finishes and bear all associated costs. Applicable design control zones will be annotated on the LOD.

4 Architectural

4.1 Interior Finishes and Materials

1 General

- . 1 The Tenant shall provide interior partitioning, painting and decorating, floor coverings, store fixtures and furnishings as accepted by the CDA. All Tenant proposed finishes are subject to CDA review and approval. The CDA reserves the right to reject any Tenant proposed finishes and materials, which in the CDA's opinion are considered to be in aesthetic conflict with the base building finishes, and/or adjacent approved Tenant finishes.
- .2 All work by the Tenant within the Premises shall be completed with new and sustainable materials. All materials and workmanship shall be of a uniformly high quality and performed in accordance with the very best standards of practice (in any event not less than CDA's base building standards).
- .3 Any damage to the Premises or the Building caused by the Tenant or any of its employees, contractor(s) or workmen shall be repaired forthwith by and at the expense of the Tenant.
- .4 Merchandising plans shall be designed so that points of sale do not generate a customer queue that crosses the lease. For illustration of this issue and potential solutions see Figure 1, at the end of Section 4000 of this manual.

- .5 Store aisles must comply with the Chicago Building Code, Accessibility Chapter 18-11, and be of adequate width to accommodate luggage carts and shoppers of foot. A minimum clearance of 3'-0" must be maintained between merchandised fixtures.
- .6 Food preparation areas are required to have impervious, non-slip flooring materials.
- .7 Airport finishes are subjected to substantial abuse and must be selected accordingly. Only high quality durable finishes will be accepted. The extensive use of luggage carts must also be considered. Any material between 0 and 14" above finish floor is susceptible to luggage cart damage and must, therefore, be very durable. Plastic laminate will not be permitted in this zone.

2 CDA Base Building Finishes

- .1 Ceiling - see existing condition.
- .2 Flooring - existing concrete or terrazzo, stone, carpet, wood, porcelain tile, ceramic tile.
- .3 Bulkheads - Painted steel and/ or drywall.

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- .4 Columns - Painted steel, concrete, terrazzo, stainless steel cover, or stone cladding.

3 Acceptable Material Within the Leased Premises

The materials listed below have been selected to encourage variety and creativity of storefront and premises design and their use is encouraged.

- .1 Glass - etched (sealed), sandblasted (sealed), tinted, clear, glass block.
- .2 Wood - natural, stained, painted, certified by the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI).
- .3 Metals - painted or stainless steel, bronze, copper, brass, light bronze, anodized or painted aluminum, perforated, gun metal.
- .4 Tile - a variety of quality glazed and unglazed thin-set.
- .5 Natural Stones - marbles, granites, slate, and limestone.
- .6 Plastic Laminates - solid colors, acceptable decorative patterns; wood grained laminate will be evaluated on a case by case basis.
- .7 Solid surfacing materials - e.g., Corian or similar.
- .8 Ceilings - see paragraph 4.2.
- .9 Halogen low voltage light fixtures.
- .10 Low-emitting paints and coating.

4 Unacceptable Materials Within the Leased Premises

The materials listed below will not be accepted as part of the design for a storefront or leased premises.

- .1 Artificial versions of stone, marble, tile, wood or other natural material.
- .2 Brick or simulated brick.
- .3 Carpet.

- .4 Any material that would constitute a fire and/or public hazard.
- .5 Any material that, in the CDA's opinion, is of low quality, nondurable and/or difficult to maintain.
- .6 Fluorescent paint.
- .7 Vinyl tile or sheet vinyl within the sales area.
- .8 Pegboard walls or fixture systems.
- .9 Metal linear ceiling systems.
- .10 Acoustic tile ceilings other than as described in paragraph 4.2.

- .11 Exposed ducts, conduits, pipes and other mechanical and electrical equipment in any area open to public view.
 - .12 Security alarm tape on storefront windows.
- 5 CDA approved finish materials are to be extended along demising wall(s) and/or soffit where exposed to the common area at the Tenant's expense.
 - 6 Showcases or displays shall be in an approved material and shall be internally illuminated.
 - 7 Any transition in floor level shall not exceed 2% in slope and shall only occur at the interior side of the Tenant's closure line. The closure line is defined as the line of the Tenant's storefront in the closed position.

4.2 Ceiling Construction and Access

- 1 The Tenant's ceiling membrane may be constructed of concealed spline acoustic tile, drywall, plaster, or other materials approved by the CDA. Exposed grid suspended ceilings in areas exposed to public view will be evaluated on an individual case basis. Any accepted exposed grid shall have a 9/16" 'T' installed in a 2' x 2' configuration. Color of grid and tile shall match. Suspended ceiling tile must be finely textured with at least a tegular edge.
- 2 There shall be no combustible materials in the ceiling space. Ceiling design shall incorporate access to all ceiling-mounted CDA and Tenant equipment requiring inspection and maintenance. The Tenant's designer shall determine the required sizes and locations of access points.
- 3 The minimum ceiling height permitted within Tenant's space shall be 10' above finished floor unless otherwise restricted by existing conditions.
- 4 Where the base building structure creates an intended trellis it shall remain exposed.

4.3 Entrances and Storefronts

The Tenant's storefront design shall incorporate individuality and creativity, which will contribute interest and character to the overall airport retail environment.

4.3.1 General

- .1 Typically, the Tenant's storefront is to be located on the lease line. However, where the closure line (door location) is set back, the CDA may require the base building finishes to be carried in to the closure line at the Tenant's expense. At the CDA's option the CDA may supply and install such finishes, or approve such work for installation by the Tenant.
- .2 Tenants are encouraged to create a "show window" design for their storefronts, with a distinct

entrance and large display windows.

- .3 The minimum acceptable width of any storefront entrance is 6'-0".
- .4 All storefront entrance doors shall occur on or behind the lease line. Swinging doors must not swing across Tenant's lease line.
- .5 In the case of stores where the storefront or kiosk is composed of counters, the Tenant must provide self-locking counters or secure sliding or roll down grilles or shutters.
- .6 A minimum of .70% of the storefront, measured in clear storefront opening square feet shall be made transparent. Transparency can be achieved by providing a combination of open entry and window glazing creating open views into the Tenant space, as well as the use of glazed window displays. Maximum transparency is encouraged while maintaining a strong storefront identity.
 - .7 Display pedestals or freestanding storefront elements are acceptable, providing they are within the Premises and adhere to the parameters set forth in this manual.
- .8 No surfaces or projections potentially hazardous to the terminal's pedestrian traffic may be used.
- .9 Tenants without a rear exit may require a storefront egress door in addition to any sliding doors provided, to suit code requirements.
- .10 The Tenant acknowledges that base building stud and drywall demising walls are not designed to support wall-mounted fixtures.

4.3.2 Acceptable Storefront Materials and Closure Types

The following storefront materials and closure types are acceptable.

- .1 Solid swing or sliding doors of approved material.
- .2 Swinging frameless glass doors on bottom rail and top patch pivots.
- .3 Sliding glass doors: When open, these shall be stored in an enclosed space(s) concealed to the passerby. In the case where showcases extend beyond the store closure, sliding doors may be stacked behind the showcase and used as the back of the showcase during business hours.
- .4 Sliding Grilles: Grilles shall be Guardian Sliding Security Grille by Metro Door or other manufacturer in similar pattern and dimensions. Sliding grille storefront finishes are subject to CDA approval. Grilles shall be complete with emergency exit doors if required by code.
- .5 Wood storefront closures, trim and fittings are subject to the code limitations applicable to non-combustible buildings. Finish subject to the approval of the CDA.

- .6 The CDA encourages the maximum use of clear, frameless glass as a storefront material. Edges of the joints for frameless glazed storefronts shall be ground, polished and sealed with clear silicone • sealant.

4.4 Additional Criteria for T3

The specific design criteria contained herein supplements and take precedent over the standards more generically described by articles 2, 3 and 4 above.

1 Acceptable Tenant Materials

The following materials are acceptable for use by the Tenant:

- . 1 Natural materials that compliment the base building palette are encouraged.
- .2 Glass - beveled, etched sandblasted, clear, ceramic frit glass, cast etc. except as listed below.
- .3 Natural stone - Indiana limestone, quartzite, granite.
- .4 Wood - light colored hardwoods such as maple, birch, cherry.
- .5 Metals - painted steel, anodized or painted aluminum, brushed aluminum, brushed stainless steel, stamped, patterned, perforated metal, brushed brass or copper.
- .6 Tile - high quality glazed or unglazed.
- .7 Environmental/ sustainable materials - recycled products.

2 Unacceptable Tenant Materials

The materials listed below will not be accepted as part of the design for a storefront or leased premises;

- . 1 'Faux' materials including stone, marble etc.
- .2 Glass block
- .3 Stone - large figured marble.
- .4 Wood - Dark colored wood such as mahogany, stained oak.
- .5 Metals - chrome, bright brass or other yellow metals.
- .6 Carpeting.
- .7 Paint - fluorescent, 'neon', bright, unnatural colors, pink/fuscia, orange, bright yellow.
- .8 Any materials not listed as acceptable, without the approval of the CDA.

3 Cafe Seating Area

The following criteria govern the design of the Tenant's cafe seating area outside the closure line.

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- . 1 Table and chair designs should be in the palette of the base building. Light colored wood and metal are encouraged.

4 Storefront

The following criteria govern the design of the Tenants storefront in addition to the general criteria established elsewhere in Section 4000;

- . 1 Tenants should use the horizontal and vertical lines established by the base building design, including the Chicago window modules, stone joint lines etc.
- .2 Tenant materials may not be located above or in front of the base building steel beam. Any connection of Tenant materials to the beam shall be by welding in areas not exposed to view.

Bolted connections are not acceptable. Damage to base building finishes shall be repaired at the Tenant's expense.

- .3 Lighting of the storefront should not compete with the base building lighting concepts described above. Cool lighting or excessively high light levels are unacceptable. Neon is unacceptable.
- .4 Canopies will be reviewed on a case by case basis. The canopy design should be simple and work with the proportions and lines of the upper story window system. The canopy may not hide or otherwise obscure the base building spandrel beam. The canopy may not attach to the base building columns. Canopies should be a single color for each Tenant and the colors should be reserved and in the family of colors of the base building.

5 Elements Within the Tenant Space

- .1 The existing terrazzo floor will remain within the Tenant space except for those locations where the new base building work requires removal of the floor. The Tenant is responsible for any change, repair and maintenance to the floor material within its space, with the exception of the cafe seating area, which is the responsibility of the CDA.
- .2 Fire protection shall be provided by the Tenant as required by code. The steel structural frame has been prepared for the integration of both conduit and fire protection.

4.5 Additional Criteria for the HK Apex

The specific design criteria contained herein supplements and take precedent over the standards more generically described in the TDCPM.

4.5.1 Local Design Themes

- . 1 The specific theme for this area is to celebrate Chicago's Cityscape, Skyline and Icons. The base building interiors are

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designed to provide a connection to this idea, through the use of flooring materials, display cases, image walls and ceiling lights.

2 Base Building Design Elements

The CDA provides the following base building elements.

- . 1 Demising walls and caps. Lantern end cap light box display cases are provided at the demising caps of the in-line food court tenants.
- .2 Common area terrazzo flooring complete with bronze icon inserts.
- .3 Common area GWB and wood panel ceilings and bulkheads. (Food Court only)
- .4 Common area lighting including the Food Court Tenant's signage track lighting
- .5 Common area furnishings to the food court.
- .6 Back-lit sign enclosure to the demising walls of in-line food court Premises. Tenant to provide Mylar sign image for insertion in CDA provided enclosure.

3 Design Control Zone

A Design Control Zone has been established to control the following elements.

- . 1 Lantern display case demising end caps may not be used by or altered by the Tenant in any

way.

- .2 In-line food court tenants shall have a counter height of 36" above the floor except as otherwise required by Barrier Free Regulations. In any event the counter height shall be 36" where the counter abuts the Lantern end cap demising wall display case.
- .3 The Tenant, at its sole expense, shall carry the base building floor material from the Lease Line to its Closure Line along Concourses H and K or, in the case of in-line food tenancies, to the counter line.
- .4 The Tenant shall provide a continuous GWB bulkhead at Premises facing Concourses H or K to achieve a consistent transition from the 11'-6" ceiling height at the concourse storefront opening from the 9'-6" finished ceiling height available throughout the majority of the Premises' area. The bulkhead will conceal HVAC and other building services beneath the existing concrete slab. The profile and dimensions of the bulkhead may not be altered in any way. The Tenant will be permitted to apply its own finish to the bulkhead inside its Closure Line, provided such finish does not exceed the structural capacity of the bulkhead.

- .5 The CDA will provide a panelized beech finished bulkhead at Premises facing the food court. This bulkhead extends approximately 6'-4" inside the Premises and may not be altered in any way except to mount signage as described below.

4 Storefronts

The following criteria govern the design of the Tenant's storefront in addition to the general criteria established elsewhere in Section 4000.

- .1 Solid wall portions of storefronts shall include a brushed stainless steel base and bumper guard to match the base building construction.
- .2 Notwithstanding paragraph 4.3.2.4, in-line food court Premises shall use coiling type grille. Straight lattice curtain pattern with horizontal rods at 2" centers and vertical rods at 9" centers. #4 stainless steel finish. Motorized with lock keyed to CDA standard. Electric safety edge and interlock switch.
- .3 Tray rails, if required at food court in-line Premises, may not encroach on the common area. The tray rail shall be a separate element and may not be an extension of the counter surface.

5 Food Court Kiosks

The following criteria govern the design of the Tenant's freestanding kiosks in addition to the general criteria established elsewhere in Section 4000.

- .1 Free standing kiosks shall comprise casework and/ or fixturing for product display not higher than 42" above the floor, except for food service equipment, if any, required for producing the goods.
- .2 Under no circumstances may any element of the Tenant's design obstruct sight lines to departure gates or terminal signage from any point in the food court common area or concourse.

6 Signage

The following criteria govern the design of the Tenant's signage in addition to the general criteria established elsewhere in Section 4000.

- . 1 Kiosk signage is restricted to one sign with a maximum blade dimension of 72" long x 12" high suspended from the ceiling on V" brushed stainless steel pins. The top of the sign shall be 12" below the typical wood ceiling bulkhead.
- .2 Food court in-line tenancies may use the base building overhead beech bulkhead for signage as follows.
 - .1 Signage is limited to Tenant identification comprising individual letters and/ or logos pinned 2" off the face of the bulkhead with Vi" diameter brushed stainless steel pins.

- .2 Letters and/ or logos may be a maximum 12" high x 2" thick.
- .3 Tenant identification may be repeated, but shall not have a total length exceeding Vi of the Premises frontage dimension.
- .4 The signage shall be externally illuminated only, using the track light fixture indicated on the base building drawings:
- .3 Food court in-line Tenants shall provide Mylar image inserts for each of two backlit sign boxes. The sign may include a background image(s) relating to the Tenant's products, but may not contain any text other than the Tenant's name and/or logo.
- .4 Premises fronting on the concourse shall have a single sign comprising the Tenant's name and/ or logo only, in individual letters, attached to a column blade sign. All other signage shall be within the actual storefront design and comply with the general sign criteria in Article 13 of this Section.

5 Structural

- 1 Core drilling and/ or cutting of floors and or walls may be required for tenancies needing plumbing and/or additional mechanical HVAC provisions. Under no circumstances shall the Tenant or its contractor(s), at any time be permitted to drill, or cut conduit, or pipe sleeves, or chases, or duct equipment openings in the floor, columns, walls or roofs of the structure without prior review and acceptance of the proposed locations and sizes by the CDA's structural consultant. The consultant's fees for these reviews are at the Tenant's expense. The CDA may, at its option, perform the work at the Tenant's expense. Tenant is required to x-ray the floor prior to beginning work and will provide a copy of x-ray results to CDA.
- 2 Under no circumstances shall the Tenant, its employees, or its contractor(s) enter onto any roof or steel deck of the Building, or make any opening in the roof without the prior written approval of CDA. No roof-mounted antenna or satellite receiving dish antenna is permitted unless approved in writing by the CDA with respect to location and detail.
- 3 The Tenant and its contractor(s) shall not impose a greater load on any concrete floor than the uniformly distributed design live load or point loads stipulated by the CDA. No unusual loads may be suspended from the underside of the roof structure without CDA's structural consultant's prior written approval. The consultant's fees for these reviews are at the Tenant's expense.
- 4 No electrical wiring or conduit will be permitted through or under the main floor slab without written approval by the CDA.

6 Heating, Ventilating and Air Conditioning Equipment

- 1 HVAC systems serving the Premises will be maintained and operated by CDA. Should the Tenant's design require additional capacities than those provided under CDA's Work, Tenant shall be responsible for providing supplemental HVAC at Tenant's expense. Tenant shall submit to CDA plans for approval. Work shall be carried out in accordance with Articles 7 and 8 of Section 2000 of this manual.
- 2 Design criteria governing the CDA's equipment:
 - 1 Inside Air Temperatures: o Winter: +72°F
 - o Summer: +75°F at 40 - 60%RH
 - 2 Outdoor Air Temperatures: o Winter -10°F
 - o Summer +94°F dry bulb o Summer +75°F wet bulb
- 6.2.3 Fresh Air and Ventilation: Comply with City of Chicago building code requirements.
- 3 Cooling equipment in the Tenant's space may be in the form of variable air volume terminals or fan coil units if required. Each will provide cooling for solar transmission, lighting, miscellaneous electrical and people loads.
- 4 The Tenant shall provide a thermostat and do all control wiring, and power wiring (from the Tenant's electrical panel).
- 5 Gas service is available at the Concourse H/K Apex food premises.
- 6 Duct distribution in the Premises shall be designed and installed by the Tenant at its expense.
- 7 Food service Tenants and restaurants shall provide all necessary kitchen exhaust ducts, exhaust hoods, make-up air and kitchen equipment in accordance with the License. All kitchen exhaust systems shall conform to the latest National fire Protection Association (NFPA) standards. Roof penetrations shall be done by the Tenant under CDA supervision.
- 8 HVAC systems in the Tenant's space will be balanced by a certified air-balancing contractor under contract with the CDA, at the Tenant's expense.
- 9 Supply air, return air and washroom exhaust distribution ductwork, ceiling diffusers, registers, grilles and ceiling fire stop flaps, smoke detector/pilot light, and any other equipment required by code and the CDA, within the Premises for the HVAC system, shall be carried out and connected to CDA systems by the Tenant at its expense. Where required, complete make-up air systems shall be provided by the Tenant at its sole expense.

- 10 Where additional heating or cooling is required due to specific air-conditioning zoning (e.g., near exterior walls), the supply and installation of the required equipment shall be by the Tenant at the Tenant's expense. The method of conditioning the air shall be to CDA approval.
- 11 Acoustic criteria: Acceptable HVAC noise levels in the Premises shall be noise criteria (NC) 35-40.
- 12 The Tenant must provide the CDA access within its Premises to all damper controls on ducts supplying air to public areas and to the Premises.

- 13 The Tenant shall provide kitchen equipment exhaust within the Premises including water wash exhaust hood, related ductwork and fire suppression systems including tie in to base building systems and fire alarm system. Tie in to the CDA's systems shall be by the Tenant at its expense, under CDA supervision. All make up air units that will be located on the roof shall require FAA approval for crane lifting.

7 Plumbing

- 7.1.1 For new base building construction, services of adequate design capacity for completing water and sewage systems shall be brought by the CDA to the CDA's designated locations at the Premises for purposes of connection to the Tenant's facilities. The CDA shall provide capped and valved connections for cold water, sewer and vent lines to these locations.

For existing spaces, installation and modification of services shall be brought by the Tenant to the required locations at the Premises for purposes of connection to the Tenant's facilities. Connection of services to CDA facilities and systems shall be done by the Tenant, at its cost, under CDA supervision.

- 2 The Tenant shall provide and pay for branch plumbing lines complete with plumbing fixtures and including grease interceptors, as required by the Tenant to serve its Premises.
- 3 The Tenant shall provide and pay for installation of hot water heater or heaters complete with all related plumbing, mechanical and electrical. Gas fueled hot water heaters are not permitted.
- 4 Tenants with drainage loads from food and beverage or related operations will be required to install grease interceptors which shall be mounted above the floor and within the Tenant's space. The Tenant will maintain grease interceptors at the Tenant's expense.
- 5 All grease traps should be located per Building Department codes and located such that they are fully accessible for maintenance.
- 6 All domestic water lines are to be insulated with a minimum of 1" fiberglass insulation and a vapor barrier.

- 7 All domestic water lines are to be insulated with a minimum of 1" fiberglass insulation and a vapor barrier.
- 8 All copper piping shall be type 'K' or 'L'. All vent lines shall be DWV copper or cast iron. Plastic piping will not be permitted without approval by the Building Department for corrosive type discharge liquids.
- 9 Water usage will be metered by the CDA. Water meters shall be supplied and installed by the Tenant at its expense, in an accessible location for billing purposes. Meter requirements shall be to CDA specifications.
- 10 The Tenant's hot water tank pan and relief valve shall be piped as per Building Department code to a floor drain.
- 11 Any additional plumbing through the structural floor slab shall be by the Tenant under CDA supervision.
- 12 All floor penetrations around pipes, conduits, ducts, etc. between levels must be -sealed against water, smoke, and flame penetration using firestop materials listed by an accredited testing agency.
- 13 All plumbing vent lines are to be group vented to a point as determined by the CDA.
- 14 For those Tenants that are located in an open area without access to a ceiling space, the sanitary vent cap-off shall be located below the floor using an island vent system designed to meet the requirements of the City of Chicago building code.
- 15 "Y" clean outs and cast iron "P-traps" shall be supported, and shall be made accessible at all times.

- 16 Connections to base building domestic water lines shall be installed with exterior backflow prevention valves as required by the Department of Public Health (CDPH) and the applicable plumbing code.
- 17 All Tenant installed piping shall be color coded to match the base building systems

8 Sprinklers & Fire Protection

- 1 The CDA will provide and install sprinkler mains, branch lines and sprinkler heads in a grid layout to adequately cover undemised open areas only in areas where the base building code requirements make this necessary.
- 2 Testing and installation of the Fire Alarm System in the Premises shall be by the Tenant under CDA supervision.
- 3 Tenant required modifications to the base building sprinkler system shall upgrade all sprinkler heads and be performed by the Tenant's at its expense in accordance with Articles 7 and 8 of Section 2000 of this manual.

9 Electrical Power Service

- 9.1 Electrical service will be provided at a designated concessions disconnect switch/breaker panel location. The Tenant is responsible for providing the meter. The metering of other Tenants is governed by the License.
- 3 For Tenant spaces with rear exits leading directly to an exit corridor, and if required by code, the CDA shall provide one fire alarm pull station and exit light located at the rear exit door from the Premises that shall be connected to CDA's distribution and fire alarm system.
- 4 The CDA will provide supervised access to the CDA's designated communication equipment room (CER) for installation of communication wiring by the Tenant.
- 5 The following requirements shall be the responsibility of Tenant:
 - 1 Connection to and/or relocation, (if required in the Premises) to distribution panel, and above ceiling conduits-(if any), branch wiring and associated panel breakers, outlets, and receptacles.
 - 2 The Tenant shall ensure that all wiring for lighting, power, fire alarm, telephone, data, television and low-tension systems within walls and ceiling plenums is installed in metal conduit. No exposed wiring is allowed.
 - 3 Wiring for all washroom equipment in the Premises as required by the Tenant, including hot water heater, baseboard heater, and lighting.
 - 4 Additional fire alarm EVAC speakers, breakglass pull stations and all associated testing and verification within the Tenant's space, if required by code. Fire alarm EVAC speakers, breakglass pull stations and other related fire alarm system work required by the Tenant must be carried out by the CDA's contractor at the Tenant's expense.
 - 5 All materials shall be new, CSA approved or equivalent and shall be of a standard not less than the CDA's base building.
 - 6 All wiring shall be copper. Branch wiring shall be minimum #12 gauge solid (stranded for #8 or larger). All wiring must be installed in conduit. BX cable may be used in ceiling for drops (maximum 3 meters) from the junction boxes to the light fixtures. Daisy chaining with BX wires between light fixtures is not permitted.

- 7 The Tenant must provide balanced electrical load in all three phases of the distribution system to within 5%.
- 8 Exhaust fans and make-up air units if required by the Tenant must be interlocked and interfaced with the base building fire alarm system by CDA's contractor under contract with Tenant, at the Tenant's expense.
- 9 All life safety devices within the Premises to be in accordance with code.
- 10 All equipment and light fixtures shall be energy efficient.

10 Lighting Criteria

- 1 A variety of Tenant types are created by the merchandising mix, therefore a multiplicity of lighting designs to suit various uses may be employed.
- 2 In order to keep the Tenants' electrical and AC loads within their allowable loads, Tenants are encouraged to use low voltage lighting and other energy efficient fixtures.
- 3 Stores with merchandise display, either freestanding or in a display window shall observe and/ or incorporate the following:
 - 1 Within the Premises, if floor lamps are used, Tenant must shield these fixtures with a baffle designed to shield the lamps from the Concourse at an eye level height of 5'-6", unless otherwise approved by the CDA. The CDA reserves the right to adjust such baffles after installation is complete.
 - 2 For other merchandising uses, such as cafes, bars and/or other uses that require a specific mood type lighting to create the desired atmosphere, approval of the design concept and fixtures must be obtained from the CDA.
 - 3 Where tenancies are open to above, low voltage lighting will be required.
 - 4 Architectural neon may be permitted within the Premises subject to the CDA's approval. Exposed neon tubing shall be kept off the floor to a minimum of 8'-0", or otherwise out of reach of the general public.

10.4 The following types of lighting will not be accepted as part of any Tenant's design for the Premises.

- 1 Fluorescent lighting within the storefront.
- 2 Exposed tube fluorescent or H.I.D. lamps in any other public or retail area.
- 3 Incandescent lighting except as per paragraph 10.3.3 above.
- 4 Sodium or mercury vapor lamps of any type.
- 5 Tenant lighting may be installed inside the Premises only, except for signage lighting as approved by the CDA.
- 6 The Tenant shall be responsible for the installation and connection of all exit lights in accordance with code requirements. All exit lights shall match the building standard specification.
- 7 Except as indicated above, the Tenant shall provide:
 - 1 All lighting fixtures, lamps and related equipment.
 - 2 All emergency lighting and additional exit lights required by the Tenant's design.

11 Acoustics

- 1 In-line stores having loudspeakers for the purpose of providing quiet background music for their patrons' enjoyment shall take precautions to ensure that any sound or vibration is not transmitted to adjoining tenancies, including those above or below. Acoustic baffling may be required in partitions and ceiling, or the speakers themselves will have to be housed in sound-attenuating enclosures. Loudspeaker systems shall not interfere with building public safety public address announcements. Sound systems are not permitted at kiosk locations.
- 2 Locations and output directions of loudspeakers located within Tenant's premises shall be shown on the Tenant's drawings. Sound systems are not allowed at kiosk locations.
- 3 Tenancies that generate loud noises shall provide, at their expense, acoustic insulation full height in all demising walls to the roof deck above with a rated construction of STC 55 or better.
- 4 All Tenant sound systems shall be interlocked with the base building fire alarm system to terminate operation upon a signal from the fire alarm. Work to be carried out by the CDA's forces at the Tenants expense.

12 Exhaust and Odors

- 1 The location of any exhaust system shall be subject to CDA approval.
- 2 Objectionable odors will be exhausted in such a manner as to prevent their release into the Building, or short circuiting into any fresh air vents.
- 3 Food service Tenants and restaurants shall provide all necessary kitchen exhaust ducts, exhaust hoods, make-up air and kitchen equipment in accordance with the Lease. All kitchen exhaust systems shall conform to the latest NFPA standards. Roof penetrations shall be done by the Tenant under CDA supervision.
- 4 Where exhaust is required by the Tenant, additional make-up air, if required, shall be provided by the Tenant at the Tenant's expense.
- 5 There will be no exhausting permitted from the freestanding island kiosks.
- 6 Tenant's air handling equipment may not, under any circumstances, exhaust air into the building's interior space and may not draw air from the building's environment.

13 Tenant Signage Criteria

- 13.1 Tenants shall have identification signs designed in a manner compatible with and complementary to adjacent and facing storefronts and the overall design concept of the terminal. Tenants are encouraged to have signs designed as an integral part of the storefront design with letter size and location appropriately scaled and proportioned to the overall storefront design. The CDA has developed a wall bracket mounted blade sign design which shall be used in addition to other CDA

approved Tenant signage. All store identification designs and following elements shall be subject to the CDA's approval.

- 2 All signs and logos must conform to the CDA's Design Criteria and shall receive written approval from the

- CDA prior to fabrication and City of Chicago Signage permits prior to installation.
- 3 Any non-illuminated signs proposed for the Tenant's storefront must be of a high quality. Formed plastic letters and simple painted signs will not be allowed.
 - 4 The Tenant is to use non-illuminated graphics on any glass or solid panels in gold leaf, pressure sensitive vinyl or other method subject to the CDA's approval.
 - 5 No exposed conduit, tubing, raceways, ballasts, transformers or other equipment shall be permitted.
 - 6 Any Tenant having a corner storefront, with one or more elevations, may request incorporation of one main sign per elevation.
 - 7 Signage on the exterior of the Building will not be allowed.
 - 8 Labels or other identification (including sign manufacturer's label) are not permitted on the exposed surface of signs, except those required by code. Such labels or other identification shall be in an inconspicuous location.
 - 9 Edge or back lighted translucent signs shall not produce a visible brightness/luminance, which exceeds 200 footlamberts.
 - 10 Illuminated letters (channel letters, neon, etc.) shall not produce a visible brightness/luminance which exceeds 250 footlamberts.
 - 11 The Tenant must provide access from within Premises for the servicing of sign components (except for the blade sign).
 - 12 The installation of all Tenant storefront signs shall be conducted in accordance with the CDA's sign criteria, whether during initial store construction or as a sign replacement during the term of the License.
 - 13 Electrical service for lighting associated with Tenants signs shall come from the Tenant's electrical panel.
 - 14 Illuminated or non-illuminated signs comprising the main Tenant signage are limited to the following types. Text is limited to individual letters only:
 - 1 Plastic face, metal return.
 - 2 Metal face, metal return with raised or etched letters and/ or logo.
 - 3 Glass:
 - o Painted, silk-screened, etched to surface of glass
 - o Raised of etched letters and/or logo applied to glass-metallic finish (i.e. brass bronze, copper, stainless steel)
 - o Raised or etched letters and/ or logo applied to glass - solid color letters (i.e., lacquered)
 - 13.14-4 Metal channel with back lighting.
 - 5 Engraved or etched in approved stone.
 - 6 Wood carved, routed, laser cut, painted with raised or etched letters and/ or logo.
 - 7 Artisan's plaque (bronze, copper, stainless steel, wood with CDA approved finish).
 - 15 Permanent signs of any type or registered trademark other than those owned by the Tenant will not be permitted

on the Tenant's storefront.

- 16 Decals for credit cards and hours of operation are permitted, provided the area occupied by the decals does not exceed a single location of 12" x 12" as designated on the final design submission.
- 13.17 "Box" signs or "suitcase" signs are not permitted.
- 18 Moving signs or moving lights shall not be permitted. No advertising slogans shall be permitted. The CDA reserves the right to require the removal of any store advertising, displays, or decorating that in its sole opinion is offensive, distasteful, or in any way in conflict with the best interest of the terminal environment or the Lease.
- 19 Freestanding "lollipop" signs are not permitted outside of the lease area without the written authorization of the CDA.
- 20 Permitted Locations:
 - 1 Within the storefront opening and behind the lease line.
 - 2 Blade sign by Tenant on an armature by CDA. Blade signage shall be limited to one location on the storefront except as follows:
 - o Any Tenant having a corner storefront, with one or more elevations, may request incorporation of one blade sign per elevation.
 - o Any Tenant whose storefront occupies 3 or more structural bays may have an additional blade sign in every second bay. (i.e. 3rd, 5th, 7th, etc.)
 - 3 On the bulkhead in specific designated locations.
- 13.21 Blade Sign Design Criteria:
 - 1 Blade signs must conform to the sign criteria previously set out in article 13 of this Section.
 - 2 Signs shall be secured to the common armature designed for the terminal.

13.21.3 Sign blades must be professionally designed and fabricated. Design shall be complete prior to tender. Design-build signage arrangements will not be accepted.

14 Menu Board Criteria (Food and Beverage Units)

- 1 All menu boards must be professionally designed and fabricated, and subject to the CDA's prior approval. The CDA encourages the display of ready to serve foods at the serving counter. Under no circumstances will the Tenant be permitted to display other signs, advertising or displays such as are often made available from food or beverage suppliers. Advertisements for the beverage companies shall not be incorporated into the menu boards. Any intended food and beverage advertising for the Tenant's suppliers must be approved in writing by the CDA.
- 2 Menu boards shall be externally illuminated. Backlit or internally illuminated menu boards will not be permitted except for photographs of food items and/or digital electronic signs.
- 3 All permanent information must be painted, silk-screened, etched, or applied to:
 - o Metal - neutral, painted or anodized.

- o Wood - natural or painted.
 - o Plastic laminate.
 - o Glass - clear, translucent or painted.
- 4 Changeable information may be displayed using chalk boards, professionally produced vinyl, die-cut numerals or letters, etc.
- 5 Changeable Menu Boards available through food and beverage advertising product suppliers are prohibited and may not be used.
- 6 Menu Board selections and detailing will be reviewed by the CDA on an individual basis.
- 7 The Tenant must submit Menu Board design for the CDA review and approval.

15 Waste Handling

- 15.1.1 Garbage compaction and/or refrigeration equipment must be installed in the Premises by the Tenant if perishable items are handled or if required by applicable governing laws, codes, and/or regulations.
- 15.2 Tenants in Terminal 1 are required to allow for the standard trash container used by CDA Waste Management. Final design submissions must indicate the location of, and access to, the container, within the leased area.

16 Seismic Restraint

The Tenant shall be responsible for the store design to conform to the seismic restraint requirements in the latest applicable building codes and shall suitably restrain all architectural, electrical and mechanical components in accordance with such regulations.

SECTION 5000 BARRIER FREE DESIGN REQUIREMENTS

1 General

- 1 As a part of this manual, standards for barrier free design have been included. It will be every Tenant's responsibility to ensure that its store designs conform to current code requirements for barrier free access as laid out in the Chicago Building Code, Chicago Municipal Code, the American Disabilities Act and the Illinois Accessibility Code. This section in no way is meant to replace applicable barrier free codes and / or legislation and if there is a conflict, the more stringent requirement should be followed.
- 2 The CDA has made a commitment to persons with disabilities. The design and construction of the Tenant's installation and fit-out, including communications services, choice of finishes, furniture selection, as well as the overall management approach will be reviewed specifically to ensure that people with disabilities will have full use of facilities. More than just a social commitment, the CDA has recognized that as our society ages and as people with disabilities become more and more integrated into the activities of normal daily living, facilities such as this terminal will need to support people of all abilities as a practical reality. Accessible design will also allow

the tenants to benefit from an increase in the number of special needs travelers. By example, more than 80% of the vacation-traveling public are older adults that will benefit from a barrier free approach and one of six people in North America has a disability. The CDA recognizes that persons with disabilities represent a rapidly growing and largely untapped market force in our economy and that they will play a large part in the activities at the terminal.

- 3 The CDA intends to promote the accessibility aspects of its facilities, and encourage persons with disabilities to use its services; maintaining good access for persons with disabilities within each Premise is required. Following are guidelines for providing a barrier free environment in your Premises.

2 Tenant Access Recommendations

2.1 Retail Areas

- 1 Power doors, or at least low resistance doors where doors are used.
- 2 Minimum aisle widths should be 36", and aisles kept clear of displays.
- 3 Displays should be generally kept at eye level.
- 4 Counters shall have low sections or cutouts to accommodate wheelchair users, on both the public side and the working or operating side.
- 5 Informational signage should be high contrast lettering generally mounted at eye level.

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2.1.6 . Floor surfaces should be slip resistance.

2.2 Lounges

- 1 Bars should have lowered section for wheelchair users and/or people unable to use high stools.
- 2 Small tables need a minimum clearance of 30" under the table and a diameter of approximately 24" to be accessible to persons with disabilities.

2.1.7 Disability Awareness Training is recommended for lounge servers and greeters.

2.3 Restaurants/Lounges

Specific recommendations will depend on the exact nature of the restaurant and its decor. However what follow are basic "rules of thumb" for restaurant design as it relates to persons with disabilities:

- 1 Menus (approximately five) are to, be provided in alternate formats: large print, Braille and/or audiotape, for persons with low vision or blindness. Where possible, wall mounted menu boards should be at a convenient height for wheelchair users and be well lit with spot lights from track lighting or lit from behind.
- 2 Seating for persons with disabilities should be dispersed throughout the restaurant. Fixed seating such as booths are generally difficult for people with poor mobility, older adults and are inaccessible for wheelchair users. If booths are integral to the design concept, additional moveable seating shall be incorporated, as well as wider aisles to allow wheelchair users and persons using the seating to sit at the table.
- 3 Clear, well-lit directional signage (indicating washrooms, etc.) shall be placed at the entrance.

- 4 Chairs should be light and easy to reposition;
- 5 Seat height should be 18" from the floor, approximately 17" deep x 17" wide, and some chairs should have armrests.
- 6 Supports or cross bracing may not interfere with kickspace under the chair.
- 7 An aisle width of 36" minimum needs to be maintained to allow wheelchair access.
- 8 To accommodate wheelchairs, a minimum clearance of 30" under tables and 30" between legs is important. Tabletops should be a minimum 36" x 30", with any sharp square comers rounded off.
- 9 Corner legs on tables are preferred, however if round tables with center posts are used for dining, the minimum diameter of these tables should be 48".
- 10 In consideration of older adults and others with limited strength and/or poor dexterity, tableware and accessories should be selected that is easy to use, or be available on request, e.g. flatware with larger diameter handles, four pronged forks - not three prong, glasses and cups should have broad stable bases, glasses with pattern or texture are easier to grip, etc.
- 11 Drinking straws should be available on request.
- 12 Pre-packaged condiments are difficult for people with poor dexterity. Alternatives should be available on request.
- 13 To serve wheelchair users, people with walkers, or people with balance and/or agility difficulties, self serve areas require a counter for trays that is 33" from the floor, 30" wide, provides knee space under the counter and be continuous from entrance to cashier.
- 14 To be within reach for wheelchair users, people with limited range of motion and others, food on shelves should be no higher than 54", and placed no further than 20" from edge of the counter. Duplicate items may be placed to suit designer's choice.
- 15 Disability Awareness Training is recommended for restaurant servers and greeters.

SECTION 6000 CONSTRUCTION REGULATIONS

1 Pre-construction Requirements

Following the design approval process there are several mandatory requirements prior to commencement of construction. These requirements are listed below.

1,1 Pre-Construction Meeting

A pre-construction meeting must be scheduled through CDA or its designated representative. Those present at this meeting should be the Tenant, the Tenant's contractor and job site superintendent, CDA staff and/or its designated representatives, and the airline representative. Airport procedures, rules and regulations for construction will be reviewed. - In addition, any logistical items will be reviewed (security, delivery, trash removal, etc.) The 24 hour phone or pager numbers of the Tenant's representatives shall be provided to CDA. A joint inspection of the premises will form part of this meeting. The following submissions shall be made at the pre-construction meeting;

- 1 One copy of the applicable City of Chicago Building Permit.
- 2 One copy of the approved drawings, stamped by the City of Chicago, Department of Buildings.
- 3 Two copies of Insurance Certificates in compliance with the requirements of the Lease. An insurance certificate must be submitted for each space with the space noted on the certificate. Additional insureds include the Tenant and any of its representatives, the City of Chicago Department of Aviation, Commissioner Rosemarie Andolino, and other representatives or consultants as required by specific projects, including;
 - o Unison Retail Management and its consultants
 - * Globetrotters International Inc.
- 4 A list of proposed subcontractors, indicating those firms which are a Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE") and the sub-contract amounts.
- 5 A copy of OSHA 30 hour certification and CPR certification.

- 6 A construction schedule and plan that includes all activities required to complete the work. The submission shall include plans for any special provisions required to protect existing conditions and to coordinate the work with CDA and/or its designated representatives, airlines, tenants, or other contractors performing work at the airport. If the CDA and/or its representative identify any problems with regards to the schedule or

construction plan, they will notify the Tenant. Failure to notify the Tenant of a potential scheduling or operations problem does not relieve the Tenant and its contractor of their responsibility. It is the Tenant's responsibility to notify the CDA and/or its designated representatives of any change in this schedule.

1.2 Identification Badging

Contractor's badges will be valid only for the duration of the assigned project. All construction personnel must either be badged or accompanied by someone with escort privileges. The only people with escort privileges are those with green badges with an "E" designator, and those with blue badges. No one is allowed on the airfield at any time unless wearing the proper green badge or accompanied by a person with escort privileges.

Requests for escort privileges are processed and approved by Unison and the ID Badging Office based on TSA guidelines and regulations and City ordinances and regulations. Escort privileges are granted only to those who must bring unbadged personnel or vendors to a secured area in order to conduct company business. Individuals performing escort duties must remain in close proximity to the person being escorted. An individual performing escort duties may not escort more people than he or she can continuously control, monitor, and respond to while maintaining direct oral communications. Any persons issued, but not in physical possession of their badges, shall not under any circumstances be escorted into any portion of a secured area.

Construction personnel working between 10 p.m. and 5 a.m. must either be badged or be accompanied by someone with a badge at all times. No one is allowed on the airfield at any time unless wearing the proper green badge or accompanied by a green badged person at all times. Questions regarding badging requirements for construction personnel can be directed to Unison Retail Management at 773-894-3900. The procedures for ID Badging concessionaires' contractors are as follows:

- 1 The concessionaire will be required to provide a letter to Unison, advising of the general contractor who will be requiring badging and the period of time anticipated to complete the project. The contractor is not permitted to perform work for any company other than the company that has sent an authorization letter to Unison.
- 2 The contractor company must complete the Employer Information and Authorization form. This form must be signed by a president, owner, or senior executive officer of the company and will authorize an individual(s) to sign all employee badge forms as the company signatory.

1.2.3 The contractor company will assign a signatory to be responsible for all regulations that link their company and the ID Badging and Access Control System. This person(s) will be designated to represent the company in all matters pertaining to ID Badging and access control, including signing the ID Badge applications.

- 4 Construction personnel requiring a badge must complete an Access Control and Photo ID Badge Application, which is approved by the authorized signatory and returned to Unison, along with supporting

documentation proving citizenship or alien residence for approval.

- 5 Once the Access Control Photo ID Badge Application is complete and appropriately signed, the contractor's designated signatory or manager must fax the four-page document to the ID Badging Office to obtain a badge number. If the employee was ever issued an Airport ID badge, the signatory may ask the ID Badging Office to reassign that employee's previous badge number to the employee. If the employee was recently badged and his or her badge was terminated less than 30 days previously or if he or she is badged at Midway Airport, the employee does not need to be fingerprinted.
- 6 Based on an evaluation of the application and the results of a fingerprint-based Criminal History Records Check and Security Threat Assessment by TSA, the ID Badging Office will decide whether to issue a badge.
- 7 After the contractor receives notice that an employee may obtain a badge, the employee may then report to the ID Badging Office to receive his or her badge.
- 8 If an individual will be driving on the airfield, a driving test will be required. To apply for authorization of a vehicle allowing access to the airfield, complete the Concessionaire Vehicle Access Form - AIRFIELD. This must be delivered to the Unison Office for signature, and processed by the ID Badging Office. The liability insurance requirements for airfield access is \$5,000,000.
- 9 Upon termination of an employee, the contractor will be responsible for completing the required termination paperwork and collecting and returning the ID badges to the Compliance Office. The contractor must make every effort to collect the badge, complete the required termination forms, and submit the paperwork and badge to the Compliance Division of ID Badging within 24 hours of termination of the employee. Please note that the City may impose substantial fines on a contractor if badges are not promptly returned. These fines increase daily, as each day that a badge is not returned is considered a separate violation.

1.3 Notice To Airport Users Form

Complete User Form (see Exhibit F), including an attached barricade sketch, if required. This form must be submitted to the CDA Chief Engineer, one week prior to commencement of the work. The signed document must be submitted to CDA before noon on Thursdays for review and approval. CDA will notify the contractor of approval or disapproval.

1.4 Safety required documents

- o Minimum of 3 years verifiable construction project safety experience.

- o OSHA 30 Hour Course Certification, o Current First Aid / CPR Certification.
- o Onsite 100 % of time when work is in progress. 2nd Shift means at least two Safety Representatives. This includes weekend work.
- o Safety Representative "Credentials" are to be submitted for review prior to the start of the job.

2 Construction Rules and Regulations

2.1 General

- 1 All work at the Airport shall be performed by skilled workers using new material, to the highest standards of construction practice. All workmanship by the Tenant shall be to the satisfaction of the CDA.
- 2 The CDA will make available to the Tenant, at designated locations construction electrical power, water and sanitary facilities.
- 3 The Tenant will have access to the Concourse during the construction period only as specifically identified on the Tenant's proposed materials handling plan, as agreed by the CDA. Deliveries of materials are restricted to the hours of 10:00 p.m. to 5:00 a.m. Materials shall not be stored outside the limits of the Tenants Temporary Construction Barricade. Refer to paragraph 2.9 of this Section.
- 4 Access arrangements for the delivery of construction and other building materials must be approved and coordinated with the CDA's base building contractor and /or Tenant Manager.
- 5 All construction projects in the terminals must be physically screened from the public at all times. See Exhibit C for specifications on barricade wall and signage. If there is existing storefront at a space and a temporary barricade is not required, the tenant may propose a method of screening public view to the space which is acceptable to the CDA.
- 6 Airport rules and regulations are established to promote safe and timely completed projects with minimal disruption to airport operations. In the interest of the airport the CDA reserves the right, at its sole discretion, to modify, delete, add or alter these procedures and requirements as needed from time to time.

2 Labor Affiliations

Tenants shall confirm the current Airport labor agreement requirements with the CDA during the design phase and arrange all construction contracts to be compatible.

3 Hours of Construction

Unless directed otherwise construction activities must take place between 10:00 p.m. and 5:00 a.m. Depending on the specific circumstances, some activities may take place during regular working hours at the CDA's sole discretion. Such specific construction activities will be reviewed during the pre-construction meeting. Generally, work that must be done at night includes work involving noise and odor, deliveries and debris removal, system shut downs, and any other work which may affect the public and normal hour airport operations. The Tenant is expected to be responsible for coordinating activities which may affect others operating at the airport. In the event that special airport staff are required for a tenant activity such as security, supervision, etc., the contractor may be required to pay for these costs.

4 Security Regulations

The Tenant and its contractors are solely responsible for the security of the worksite. CDA is not responsible for damage to the contractors work or loss of property. It is imperative that all airport security rules and regulations be adhered to. The construction company may be required to pay for CDA security personnel if doors are left open during deliveries or debris removal. All construction personnel requiring access to the airfield must be properly badged.

5 Project Health and Safety

- 1 The Tenant and its contractors have sole and complete responsibility for safety on the project. The Tenant shall designate a Safety Representative during the entire construction period whose responsibilities are limited to safety related functions. Responsibilities are to be solely limited to safety related functions but with prior CDA Safety approval dual roles such as Safety Representative and Supervisor are allowed to exist. The Tenant and its contractors shall comply with all health and safety requirements or standards in effect under the Federal, OSHA, State of Illinois, City of Chicago, and Airport Standards and as set forth in the latest edition of the City of Chicago, Department of Aviation, General Conditions, Part Two. For more detail on Contractor Responsibilities, refer to Exhibit M of this document.
- 2 Fire protection shall comply with all fire regulations in effect under Federal, OSHA, EPA, State of Illinois, City of Chicago, and Airport Standards.
- 3 The Tenant and contractors shall, at all times, conduct the work in such a manner as to insure the least obstruction to the public, including vehicular and pedestrian traffic. If the CDA or its designated representative determines that any type of operation constitutes a nuisance, the contractor shall, immediately proceed to conduct its operations in an approved manner. Contingent on CDA approval, if a contractor causes any part of a street to be obstructed or closed to traffic, the contractor shall provide, erect, and maintain at its own cost and expense all of the approved barricades, signs, lights, and reflectors necessary to provide safe and convenient public travel. The contractor shall also provide, at its expense, any flagmen that may be

required for warning and directing traffic. The CDA may at any time require additional provisions if such are deemed necessary for public safety or convenience. The contractor will be held responsible for all damage or injury, even though barricades, signs, lights, reflectors and flagmen are furnished as herein specified.

6 Elevator Usage

The use of elevators shall be coordinated with CDA and the airlines. The Tenant and/or its contractors shall not utilize elevators unless specific approval has been authorized. During any approved use of elevators the tenant and its contractors must provide proper protection of all surfaces and elements within the elevators. Any damage done will be repaired at the Tenant's expense.

7 Monitoring of Construction Projects

The CDA staff and its designated representative will monitor the construction project on a regular basis. They shall have the right to inspect the contractor's work during normal working hours or at any other time deemed necessary. The Tenant and its contractors will be required to attend a weekly progress meeting with the CDA or its designated representative. Included in the progress meeting is a review of the schedule, plans and specifications being used in the project, coordination with CDA or airlines, and any other issues which must be resolved, including issues which may have an impact on airport maintenance and/or operations.

8 Construction Site Maintenance

All construction sites must be kept in a broom clean and organized manner at all times. At no time may materials be stored in the public areas. All surfaces must be free of dust and dirt at all times. Debris must be kept within the construction site, removed on a timely basis and legally disposed of as set forth by Federal, Environmental Protection Agency, City and State standards and/or ordinances. Under no circumstances will any dumping be allowed on Airport property.

9 Delivery of Materials/ Debris Removal

All deliveries and debris removal are the responsibility of the contractor and must be coordinated with CDA and the airlines. Typically, these activities occur during the night hours from 10 p.m. to 5 a.m. and may require the contractor to work with the CDA to provide security for these tasks. Airport dumpsters may not be used for trash/debris disposal. At its sole discretion, the CDA may allow dumpsters to be placed near the construction site on the airfield in assigned areas. With prior CDA agreement dumpsters may be placed on the roadfront during the hours of 11:00 p.m. through 4:30 a.m. only. These issues shall be reviewed at the pre-construction meeting. If wheeled carts are utilized, they must be of the rubber wheeled type. All debris removal must be legally disposed of as set forth by Federal, Environmental Protection Agency, City and State standards and/or ordinances. Under no circumstances will any dumping be allowed on Airport property.

10 Project Coordination

It is the express obligation and duty of the Tenant to coordinate its contractors through cooperating and communicating with any CDA staff and/or its designated representatives, airlines, tenants, or other contractors performing work, at the airport. The Tenant and its contractors shall not impede, hinder, or delay any of the aforementioned parties in the performance of their work and shall remain solely and exclusively responsible for any damages or costs incurred as a result of any hindrance or delay.

11 Parking for Construction Workers

There is no special parking available for construction workers. Parking is available in any of the airport parking lots at the published rates. Vehicles with airfield access may only park in areas on the airfield as assigned during the pre-construction meeting.

12 Storage of Materials

All materials must be stored within the construction site or in areas prescribed at the pre-construction meeting. The Tenant and its contractors are responsible to ensure all materials are properly packed and shipped so as to prevent any injuries to persons and prevent any damage occurring to existing surfaces, elements and structures either while in transit or held in storage. Upon completion of the work, storage sites and working areas shall be cleaned and restored to their original condition by the Tenant and its contractors at their own expense. Unless specifically authorized, materials shall not be held or stored outside the construction site, for example in corridors, public areas or areas being used by others. No hazardous materials may be stored on site.

13 Protection of Existing Conditions

It is the responsibility of the Tenant and its contractors to take all precautions to provide proper protection of all existing conditions. The Tenant and its contractors shall pay for any and all damages incurred as a result of their work. If the Tenant and/or its contractors' operations cause any damage, interference, or inconvenience to work being carried out under any other contract, the Tenant and/or its contractors shall restore, replace, rectify, or otherwise make good any damage to the satisfaction of the CDA and/or its designated representatives. If the Tenant or its contractors fail to comply with this provision, the work will be done by others at the expense of the Tenant. If, due to the nature of a repair, the CDA determines a specific entity must complete the work in order to match the existing, the CDA shall so designate this requirement and the method to complete the work.

14 Compliance with Environmental Laws

The Tenant shall at all times observe and comply, and shall cause its consultants, contractors and subcontractors to observe and comply with all laws relating to environmental matters as set forth in the latest edition of the City of Chicago.

of Chicago,

Department of Aviation, General Conditions, Part Two. More specifically, compliance shall be as set forth including, but not limited to, the General Conditions, Part Two, Article XIV, Paragraphs C, Compliance with Environmental Laws, D, Environmental Permits, E, Disposal of Materials, Construction Debris, Soil and Waste, F, Equipment and Environmental Control During Transport, G, Environmental Records and Reports, H, Ultimate Disposal Site, and I, Open Dumping Prohibited.

15 Compliance with all laws

The Tenant shall at all times observe and comply, and shall cause its consultants, contractors and subcontractors to observe and comply with all applicable federal, state, and local laws, ordinances, rules, regulations, executive and administrative orders, now existing or hereinafter in effect, which may in any manner affect the performance of the contract, and as set forth in the latest edition of the City of Chicago, Department of Aviation, General Conditions, Part Two. Provision(s) required by law, ordinance, rules, regulations, or executive orders to be inserted in this Manual shall be deemed inserted, whether or not they appear in this Manual, or, upon application by either party, this Manual shall forthwith be physically amended to physically make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of such provision(s) or this contract.

16 Welding

No welding, flame cutting, or other operations involving the use of flame, arcs, or sparking devices will be allowed without adequate protection, subject to prior approval by CDA or its designated representative. The contractor obtains approval through the normal Notice to User form process as described below in Paragraph 2.17. In addition, the contractor is required to attach a completed welding form (see Exhibit H, Hot Work Permit), to the Notice to Users form. All combustible or flammable material shall be removed from immediate working area prior to welding. If removal is impossible, all flammable or combustible materials shall be protected with a fire blanket or suitable non-combustible shield to prevent sparks, flames or hot metal from reaching flammable or combustible materials. The contractor shall provide necessary personnel and equipment to control incipient fires resulting from welding, flame cutting, or other sources involving use of flame, arcs, or sparking devices. All welders must be certified within the last eighteen months. The contractor is responsible to obtain any special permits required. The Tenant and its contractors shall comply with all health and safety requirements or standards in effect under the Federal, OSHA, State of Illinois, City of Chicago, Airport Standards, Factory Mutual Engineering Hot Work Permit, and as set forth in the latest edition of the City of Chicago, Department of Aviation, General Conditions, Part Two.

17 Roof Work

All Tenant work involving the roof, including openings through the roof and mounting equipment upon the roof, shall first have the written approval of the

CDA. All work shall be performed by the Tenant at its expense under CDA supervision. All rooftop equipment shall be painted to match the color of the CDA's equipment.

18 Notice to Users Forms

During the construction or remodeling period, when the contractor plans to schedule any delivery, debris removal, or any other construction activity that may affect normal operations of the CDA

debris removal, or any other construction activity that may affect normal operations of the CDA, airlines, adjacent tenants, or the public, the contractor must submit a Notice to User form. This is the same form as described above (Exhibit F) and must be completed and submitted to the CDA representative. If a major delivery is scheduled and the delivery truck must park on the roadfront, a sketch should be attached indicating the proposed location of the truck. The size and weight of the truck should be included on the form. This same type of information is required to request parking a dumpster. If a mechanical, electrical or other system must be shut down to coordinate the tenant's work, the contractor should review the work with the CDA building engineer for the specific terminal or concourse. In addition, the work must be reviewed by the airline representative of the affected area, and that airline representative must sign the Notice to User form. As stated above, these forms will be reviewed weekly. CDA will notify the contractor of approval or disapproval. CDA will contact the contractor to pick up a copy of the approved User form which should be available during the work for proof of authorization.

19 Plan Modifications

Once the CDA issues a final contract document approval, any change must be submitted in writing to the CDA or its designated representative for approval prior to proceeding with the change. This documentation must explain the reason for the requested change and be supported by adequate and appropriate information or drawings, as required. The Tenant should allow 10 days for a response from the CDA. Direction by the City of Chicago, Department of Buildings to make a change in the drawings does not constitute approval by CDA. It is the Tenant's responsibility to notify and obtain CDA's approval or concurrence with any such directives or changes. If changes are made without CDA approval, the Tenant may be required at its own expense to modify the work to conform to the approved drawings. If these modifications are not completed, they will be subject to correction through the Punch List process.

20 Project Close out Requirements

2.20.1 When the Tenant determines that the space is substantially complete and ready for an inspection, the Tenant shall notify the CDA or its designated representative in writing, a minimum of 48 hours prior to the requested inspection. Such request shall be accompanied by the mandatory submissions outlined in Article 4, Section 2000 of this manual. The CDA or its designated representative will schedule the inspection with all appropriate CDA and airline staff, will review the improvements, and will prepare a Punch List of deficiencies.

- 2 If the CDA determines that the space is substantially complete and may open, a verbal approval is given that day to the Tenant. Punch List items which are prerequisites to opening the store shall be completed and reviewed again with the CDA representative prior to opening. Failure to complete these items prior to opening will cause the premises to be closed until the remedial work is completed to the satisfaction of the CDA in its sole discretion.
- 3 Following the inspection, a "Draft" of the Punch List will be issued to CDA, airlines, and the Tenant. Following the review of the "Draft" by all parties, the corrected Punch List will be issued with a written authorization to open the store.
- 4 When the Tenant has completed all Punch List items, the Tenant shall request a reinspection of the space. The CDA or its designated representative shall schedule this reinspection.
- 5 The Tenant is required to complete all items on the Punch List within 30 days. The Punch List is deemed to include all items described by Article 3.5, Section 3000 of this manual, whether listed or not. If the Tenant, its consultants or contractors fail to complete Punch List items within 30 days, the Tenant

If the Tenant, its consultants or contractors fail to complete Punch List items within 30 days, the Tenant shall be subject to a penalty in the amount of \$200 for each incomplete Punch List item, per day. If all Punch List items are not completed within 60 days of opening, the CDA reserves the right, at its sole discretion, to either;

- o Complete the work at its cost and back charge the Tenant, or
- o Close the Premises until all outstanding items are completed.

EXHIBIT 5 ADVERTISING PLAN

EXHIBIT 6
AIRPORT CONCESSIONS PROGRAM HANDBOOK

EXHIBIT 6

**AIRPORT CONCESSIONS PROGRAM
HANDBOOK**

CITY OF CHICAGO DEPARTMENT OF AVIATION

EXHIBIT 6 TABLE OF CONTENTS

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EXHIBIT 6

INTRODUCTION:

The City of Chicago ("City") and the Chicago Department of Aviation ("CDA") welcome you to the family of concessionaires operating at the City's airports. Your concession represents an excellent business and professional opportunity to serve the traveling public as well as operate a profitable enterprise. In order to ensure quality and uniformity among all concessions, we have designed a Concessions Program that is outlined in this handbook. It is important that you review and adhere to these standards as they will serve as tools for the successful operation of your concession.

THE CONCESSIONS PROGRAM:

The CDA's Airport Concessions Program serves as the primary resource to meet the needs of the traveling public with regard to the provision of quality, reasonably-priced goods and services at Chicago's airports. To this end, CDA is further responsible for the outreach, selection, coordination and monitoring of concessionaires. In order to fulfill these responsibilities, CDA has several functional units that, as part of their overall duties, operate as liaisons to prospective and existing concessionaires. The primary units and their concession-related functions are as follows:

CDA UNIT

Commissioner's Office

FUNCTIONS Policy generation and resolution.

Managing Deputy Commissioner

Overall coordination of revenue, finance, bonding, insurance, property management and concessions functions/issues including merchandising plans, outreach, proposal generation and evaluation, contract negotiation, and overall coordination and processing.

Assist in overseeing Concessions, the monitoring program and general airport guidelines.

Concession Management Representative ("CMR")

Entity retained by the CDA to assist in overseeing Concessions, including construction of Improvements at the airport.

Plan and design review; construction coordination and monitoring.

Finance/Revenue Security

Financial reporting, review and auditing.

Coordination of security identification and other related issues.

Airport Concessions Program Handbook

EXHIBIT 6

THE MONITORING PROGRAM:

The Monitoring Program is designed to provide a process to ensure that concessions operating in the Airports comply with the ordinances and policies of the City, provisions of their respective Lease Agreements and specific airport guidelines as established by the CDA. The primary areas that will be reviewed include financial commitments, maintenance of concession space(s), licensing (where required), and overall adherence to the provisions of the Lease Agreement.

The intent of the Monitoring Program is to benefit the traveling public and other airport visitors, concessionaires and the City.

THE PRE-MONITORING PROCESS:

After a prospective concession is selected by CDA there are five stages that precede the commencement of the Monitoring Program.

STAGE 1 - CITY COUNCIL APPROVAL

Upon completing lease negotiations with the concessionaire, CDA forwards the lease agreement ("Agreement"), signed by the Tenant, to the City's Law Department. After the Law Department's review of the form and legality of the proposed concession agreement, the proposed tenant is introduced to the full City Council. City Council sends the Agreement to the Aviation Committee for review. The Aviation Committee approves, rejects or requests further information. Once approved by the Aviation Committee, the recommendation is forwarded to the full City Council for final approval. In most cases, recommendations submitted to the full Council by Committee are ratified, usually at the next meeting. This approval is documented in the "Journal of Proceedings." The documented approval and contract are then forwarded to the Mayor and other pertinent City departments for execution.

STAGE 2 - LEASE AGREEMENT

The Lease Agreement outlines a concessionaire's contractual relationship with the City. It delineates the responsibilities, expectations and the requirements of both parties, financial and non-financial. During negotiation of the terms of the agreement, you will have cause to interact with individuals from the CDA and the CMR Office. The Managing Deputy Commissioner of Concessions will oversee the processing of the Lease Agreement as well the Monitoring Program.

EXHIBIT S

STAGE 3 - DESIGN APPROVAL

All concessionaires must submit a conceptual, schematic drawing which shows the general design of the unit. The Planning and Architecture departments will review the concept, and if the approval is given, a letter will be sent giving conceptual approval and requesting 100% architectural drawings including a complete materials board, plans and specifications so the plans meet the CDA requirements and aesthetic appeal. Upon providing approval of the 100% plans, Architecture will send a letter to the concessionaire giving authority to apply to the City Buildings Department for building permits. In no case may construction begin prior to the receipt of this approval. The Planning Unit will also monitor construction in progress.

STAGE 4 - PRE-CONSTRUCTION APPROVAL

Prior to construction, each concession will meet with the CMR for the purpose of providing the concessionaire with general airport construction guidelines. Examples of these guidelines are locations and times for pick-ups, deliveries, refuse disposal, elevator usage, and badging.

Following the operations meeting, the CMR will schedule a pre-construction meeting with CDA. Prior to the meeting, the General Contractor for the project will submit all documents, permits and approvals to CDA for review. Construction may begin following approval at the pre-construction meeting.

STAGE 5 - CONSTRUCTION

After the contract is finalized, each concessionaire has a specified period to commence and complete construction based on approved design and construction specifications. During this period each concessionaire has the responsibility to expeditiously begin and obtain all necessary approvals, licenses, insurances, etc. Each concessionaire should maintain communication with the CMR during the process to ensure that all construction and licensing requirements are addressed in a timely fashion. It is important that the concession be open to the public within the time parameters specified in the Agreement.

KEY ELEMENTS OF THE MONITORING PROGRAM:

The Concessions Monitoring Program consists of three primary elements: operations reviews, audits and pricing reports. Operations reviews will be conducted on an ongoing basis by the CMR. The operations review form in Appendix 2 will provide a frame work for this component of the Monitoring Program.

Financial and compliance audits will be conducted on an annual and periodic basis, respectively. Financial audits will review all financial, bonding and insurance related requirements.

As specified in the Agreement, each concession shall submit an annual pricing report.

EXHBBDT 6

PHYSICAL INSPECTIONS

PHYSICAL INSPECTIONS

The Monitoring Process will include ongoing site inspection of each concession site by the CMR. Typical inspections will consist of reviews of facilities, general maintenance, employee practices, product/price conformity and space utilization. Inspection staff will use the CMR Operation Review Form (Appendix 2) to record their findings and observations. Reviews will be sent to the concession manager for review and follow-up on all review items. Non-compliance could result in liquidated damages being levied and/or commencement of default proceedings, dependent upon the nature of the violation.

FINANCIAL AUDITS

In accordance with the provisions of the standard Concession Lease Agreement, CDA reserves the right to require a certified public and/or City audit of all books, ledgers, journals, accounts and records of its concessions.

COMPLIANCE AUDITS

On a regular basis, the CDA will review compliance with insurance coverage, financial commitments and financial reporting requirements. Non-compliance could result in liquidated damages being levied and/or commencement of default proceedings, dependent upon the nature of the violation. Additionally, compliance with ACDBE Special Conditions will be audited.

SECRET SHOPPING

The CDA, from time to time, may hire an outside contractor to perform "secret shopping" and evaluate employee performance of each concession location. Such reviews shall be used to monitor customer service and cash handling procedures among other things.

SUMMARY:

The Monitoring Program will provide a basis of uniformity to all concessions. Adherence to the Concession Lease Agreement as well as the elements of this Handbook will contribute to the successful operation of your business.

The following Appendices will further delineate additional information/requirements stated above.

Airport Concessions Program Handbook

EXHIBIT 6

PHYSICAL INSPECTION STANDARDS:

FACILITY MAINTENANCE STANDARDS

ITEMS:

Overall appearance
Cleanliness of counters, displays, floors, fixtures, equipment, etc. Litter management/control Pest control

STANDARD:

Clean and neat to the eye.
Free of dust and litter upon inspection.

ACTION:

Expect employees to clean/dust/sweep/vacuum/mop daily. Utilize covered metal waste receptacles. Have waste receptacles in high traffic areas. Empty waste receptacles into designated compactor areas on a regular basis. Have grease traps serviced and cleaned as often as necessary. Instruct employees to look for and clean problem areas. Provide for regular pest control service to sales and storage areas. Have a plan/system for emergency clean-ups and replacement of broken or worn fixtures.
Report any damage to the premises to CDA and your insurance company (if applicable) immediately.

ITEMS:

Lease line maintenance "Pop-out" areas

STANDARD:

All customer lines must be maintained within the Leased area.
Merchandise and displays must be maintained within the Leased area.
Solicitation and sampling must be maintained within the Leased area.
Only CDA approved fixtures may be placed in the pop-out area (if so designated in the Agreement) at the front of the space.

ACTION:

Train employees to direct customer lines so they do not spill out into the public corridor. Review tenant design criteria for approved merchandising and fixtures. Obtain written approval from CDA prior to adding or removing any merchandise fixtures or other objects within the pop-out area.

EXHBBST 6

ITEMS:

Altering of layout
Renovations/construction
Signage/advertising

STANDARD:

Written approval, prior to action, by the Commissioner of Aviation. ACTION:
Consider areas for improving the concession location either from layout changes or renovation.
Submit requested changes for approval with appropriate drawings, etc. to the CMP prior

Submit requested changes for approval with appropriate drawings, etc., to the CMR prior to initiation of the changes.

All signs must be professionally produced.

All signs and sign holders must be kept clean and in good repair.

All signs must be pre-approved by the Commissioner or a representative of the Commissioner.

ITEMS:

Properly functioning equipment

STANDARD:

Preventative maintenance program.

Ongoing, reliable, licensed source for immediate repairs.

ACTION:

Have employees' spot check all equipment for possible malfunction. Maintain a back-up/alternative plan. Repair equipment as soon as possible.

EMPLOYEE STANDARDS

ITEMS:

Courteous and professional appearance Proper dress

Proper identification including CDA security badge Customer

Service

Attend customer service meetings, as offered STANDARD:

Employees should be polite and courteous to the traveling public. Employees must wear clean and neat uniforms or approved attire. Employees must not eat while on duty.

Employees must display a CDA issued security badge in addition to any other employee identification. Only badged employees may work in the secured portion of the airport.

EXHIB8T 6

Employees must be familiar with the Merchant Handbook. Employees are to offer general public services:

- Making change
- Giving directions

ACTION:

Train employees in proper customer service techniques using the Merchant Handbook provided to all companies.

Give all new employees airport tours so they are familiar with the airport layout and available services.

Encourage employees to be polite and courteous.

Provide necessary employee breaks to discourage eating while on duty.

Supply employees with uniforms or at least a written standard, if they are responsible for

Supply employees with uniforms or at least a written standard, if they are responsible for their own, as well as guidelines for proper maintenance of the uniform.
Supply employees with company identification.
Obtain CDA security badges for all employees.
Supply employees with a company policies and procedures manual so that they know what is expected of them.

ITEMS:

Sanitary handling of foods/beverages
Proper cleaning and maintenance of food areas

STANDARD:

Employees must handle food in a safe and sanitary manner.
Employees must comply with all company and governmental health regulations and Lease requirements.

ACTION:

Provide explicit instructions to employees on the safe and sanitary handling of foods.
Obtain and post proper instructions regarding health information available from City, State and Federal sources.
Provide explicit instructions for cleaning food areas in a manner that will not possibly lead to any harmful contamination.
A Certified Food Manger must be on-site during food preparation. A Safe Food Handling Certificate must be posted.

PRODUCT STANDARDS

ITEMS:

Selling of authorized products only
Adequate inventory level
Proper/professional approved signage Merchandising Product pricing

EXHIBIT 6

STANDARD:

Only authorized products can be sold as determined in the Lease Agreement. Only use professionally produced or printed signage as approved by CDA. Merchandising permitted only within the confines of the locations, unless as authorized in writing, by CDA.

Must adhere to Value Pricing as provided in the Lease Agreement. **ACTION:**
Use professionally produced, approved signage only.
Consider innovative ways to merchandise your products/services.
Obtain written approval from the Commissioner of Aviation prior to implementing merchandising that will go beyond the confines of your space or that is outside of the terms of the Lease Agreement

terms of the Lease Agreement.

Maintain adequate inventory levels.

Notify the Department when adding, deleting or changing merchandise or changing prices.

Maintain pricing as provided in the Lease Agreement.

AUXILIARY SPACE STANDARDS ITEM:

Storage Area

Corridors, common areas

Pick-up, delivery and disposal

STANDARD:

Safe use of storage space.

Proper storage of potentially flammable items in accordance with fire codes. Provide adequate ingress and egress within storage space. Clear aisles and corridors.

Pick-ups and deliveries during designated hours at designated locations as determined by CDA.

Refuse disposal during designated hours at designated locations as determined by CDA.

ACTION:

Use storage space wisely.

Maintain a system providing for access by authorized personnel only. Report any tampering with or malfunctioning of security locks, gates, etc. Keep corridors and common areas free of debris, trash, carts and stock. Provide pest control service on a regular basis. Refrain from using luggage carts for deliveries. Dispose of refuse during designated hours.

EXHIBIT 6 APPENDIX 2

Airport Concessions Program Handbook

EXHIBIT 6 APPENDIX 3

Airport Concessions Program Handbook

EXHIBIT 6

FINANCIAL AUDIT STANDARDS:

In accordance with the provisions of most Concession Lease Agreements, CDA reserves the right to audit and review the records of each concession as they relate to the operation of the concession. Therefore, the following will serve as the standards and practices that will govern those audits/reviews.

Lease Fees

Each concessionaire shall submit the rent and fees in accordance with its Agreement. Records

Each concession is required to maintain true and accurate accounts, records, books and data recording all sales made and services performed on the premises for cash, credit or other conveyance including the gross receipts. The following represent appropriate practices that will reflect the prior stated requirements:

Maintenance of an internal control system (e.g. cash register, point of sale equipment) to insure proper reporting to the City.

Books, ledgers, journals, accounts and/or records must be maintained according to generally

books, ledgers, journals, accounts and/or records must be maintained according to generally accepted accounting principles.

Each concession must provide timely submission of the audited "Statement of Sales and Fees" and annual audited financial statements based upon their individual reporting system.

Other items as required in the Agreement.

Insurances

The following insurances are customarily required during the terms of the Agreement and should be maintained at the levels specified by the Agreement:

Worker's Compensation Comprehensive General
Liability Comprehensive Automobile Liability
Property Insurance
Other insurance as required in the Lease Agreement

The City of Chicago will be named as "Additional Insured", with the following language: "The City, and its elected and appointed officials, agents, representatives, and employees shall be named as additionally insureds..."

Airport Concessions Program Handbook

EXHIBIT 6

Security Deposit/Letter of Credit

All concessions must provide a letter of credit or cashier's check per the terms of the Agreement.

Airport Concessions Program Handbook

EXHIBIT 6 APPENDIX 4

Airport Concessions Program Handbook

EXHIBIT 6

CONCESSIONS OPERATING STANDARDS:

General Airport Guidelines

The following guidelines are examples of the types of issues that will be reviewed with the City's CMR, who will provide each operator with specific guidelines for their concession.

Pick-up and deliveries to/from specific areas at specified times. Refuse disposal at specific and designated areas/times. Unauthorized use of restricted Airport areas.

Adherence to minimum business operating hours.

Agreement to emergency hours as may be determined by CDA under special conditions.

Elevator use at designated times.

Ingress and egress from designated areas, as outlined in Agreement. Proper and improper use of signage.

/

Laws and Ordinances

CDA reserves the right to adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, and related facilities.

All concessions must observe all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments which may be applicable to the operation of the Airport

County and municipal governments which may be applicable to the operation at the Airport.

Permits and Leases necessary for the operation of the concession areas must be obtained prior to the first day of operation, and renewed annually as needed.

Default Notices

The CDA reserves the right to issue a Default Notice to any concessionaire who is not in compliance with the Agreement.

EXHIBIT 6 APPENDIX 5

Airport Concessions Program Handbook

EXHIBIT 6

KEY DEPARTMENT OF AVIATION PERSONNEL:

<u>NAME/TITLE</u>	<u>TELEPHONE NUMBER</u>
Cortez Carter Managing Deputy Commissioner of Real Estate, Planning and Concessions	(773) 686-3531
Glen Ryniewski Assistant Commissioner of Concessions	(773) 686-3731
Erin O'Donnell Deputy Commissioner/MDW	(773) 838-0608
Roger Reeves Architecture	(773) 686-6626

Airport Concessions Program Handbook

EXHIBIT 6 APPENDIX 6

Airport Concessions Program Handbook

EXHIBIT 6

KEY CONCESSIONS MANAGEMENT REPRESENTATIVE (CMR) PERSONNEL:

NAME/TITLE

Diana Miller General Manager

TELEPHONE NUMBER

(773) 894-3905 (773) 550-6175 (cell)

Yoianda Woodruff Assistant General Manager

(773) 894-5463 (773) 844-0821 (cell)

Logan (Tony) Burnett Property Manager / ORD

(773) 894-3903 (312) 388-3530 (cell)

Dorine Litman Operations Manager

(773) 894-3908 (773) 671-3908 (cell)

Victor Franco

Construction and Design Manager / ORD and MDW

(773) 894-3380 (224) 595-9624 (cell)

Patricia Gryzb
Property Manager / MDW
(773) 838-0733 (312) 907-8820 (cell)

Airport Concessions Program Handbook

EXHIBIT 6 APPENDIX 7

Airport Concessions Program Handbook

EXHIBIT 6

RULES AND REGULATIONS:

Lessee shall, at all times during the term of the Lease Agreement:

1. Use, maintain and occupy the Premises in a careful, safe, professional and lawful manner. Keep Premises and its appurtenances in a clean and safe condition.
2. Keep all glass in the doors and windows of the Premises clean and in good repair with floor displays and shelving cleaned daily.
3. Not place, maintain or sell any merchandise or place any signage in any vestibule or entry to the public area adjacent to the Premises, or place any signage in the public area adjacent to the Premises, or elsewhere on the outside of the Premises without the prior written consent of the Commissioner.
4. At its own cost, keep Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests.
5. Not permit accumulation of garbage, trash, rubbish and other refuse inside or outside the Premises, and keep refuse in closed containers within the interior of the Premises until removed. Not place any rubbish, litter, trash, or material of any nature in the parking areas, exterior areas, entryways, passages, doors, elevators, hallways, or stairways of the Airport. Comply with any recycling program as directed by the Commissioner.

6. Not use, or permit the use of any apparatus or instruments for musical or other sound reproductions or transmissions in such manner that the sound emanating therefrom or caused thereby shall be audible beyond the interior of the Premises, without the prior written consent of the Commissioner.
7. Not use helium balloons and blinking lights.
8. Not cause or permit objectionable odors to emanate from the Premises.
9. Not deliver or permit delivery of merchandise at any time other than those times allowed by the Commissioner or her designated representative.
10. Maintain and keep operational all electric signs, and where applicable, light the show windows and exterior signs of Premises during hours of operation.
11. Use only signage of professional quality. All signage must be approved by the Commissioner or her designated representative. Handwritten signs of any kind are not permitted. Signage or other materials may not be taped to windows.
12. Prominently sign or mark pricing on each product or mark with easily recognizable professional signage.
13. Keep all mechanical apparatus in good working order and free of vibration and noise.

EXHIBIT 6

14. Not overload the floors or electrical wiring or install any additional electrical wiring or plumbing without the Commissioner's prior written consent.
15. Not use show windows on the Premises for any purpose other than display of merchandise for sale. Merchandise must be kept in a neat, professional and attractive manner.
16. Not conduct, permit or suffer any public or private action sale to be conducted on or from the Premises.
17. Not solicit business in the common area of the Airport or distribute handbills or other advertising materials in the common area. If this provision is violated, the Lessee shall pay the City the cost of collecting same from the common area for trash disposal. Lessee shall not hold demonstrations in the Premises or any other area of the Airport. Lessee agrees to cooperate and assist the City in the prevention of canvassing, soliciting and peddling within the Premises or Airport.
18. Not use the plumbing facilities in the Premises for any purpose other than that for which they were constructed or dispose of any foreign substance therein, whether through the utilization of "garbage disposal units" or otherwise. If Lessee uses the Premises for the sale, preparation or service of food for on-premises consumption, Lessee shall install such grease traps as shall be necessary or desirable to prevent the accumulation of grease or other wastes in the plumbing facilities servicing the Premises. Lessee shall contract with a grease trap/plumbing service for periodic maintenance of its plumbing facilities. Lessee shall provide the City with a copy of said service contracts.
19. Not operate in the Premises or in any part of the Airport any coin or token operated vending machines or similar devices for the sale of any merchandise or service, except as may be allowed in the Lease

or similar devices for the sale of any merchandise or service, except as may be allowed in the Lease Agreement or with the prior written consent of the Commissioner.

20. Not have slot machines, devices, or other gambling games on the Premises or in any part of the Airport without the prior written consent of the Commissioner.
21. Refer all contractors or contractor's representatives rendering any service on or to the Premises for the Lessee-, to the City or the CMR for approval before performance of any contractual service provided that they meet insurance requirements.

Lessee's contractors and installation technicians shall comply with the City's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the Premises or the Airport, including installation of telecommunication devices, electrical devices, attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment, or any other physical portion of the Premises or project.

22. Keep from public view all personal property, cups, papers, cleaning and other supplies.
23. Not permit employees to eat, drink or sleep in public view.

Airport Concessions Program Handbook

EXHIBIT 6

24. Not at any time occupy any part of the Premises or project as sleeping or lodging quarters.
25. Not place, install or operate on the Premises or in any part of the Airport any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Premises or project any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or hazardous material.
26. Insure that staff members are, at all times, appropriately dressed (as designated in the Lease Agreement) with airport badges in view.
27. Not hold the City responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or the Airport regardless of whether such loss occurs when the area is locked against entry or not.
28. Not have dogs, cats, fowl, or other animals brought into or kept in or about the Premises or Airport.
29. Not use the public restrooms for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the building shall be borne by the person who shall cause it. No person shall waste water by interfering with the faucets or otherwise.
30. Not lay floor covering within the Premises without written approval of the Commissioner. The use of cement or other similar adhesive materials not easily removed with water is expressly prohibited.
31. Comply with and ensure that Lessee's employees comply with the City's non-smoking policy for the Airport.

32. Post any Emergency Evacuation Plan adopted by the City. Lessee shall post the Plan in a place which is non-visible to Lessee's customers, but visible to Lessee's employees. Train all employees regarding Lessee's Emergency Evacuation Plan and other emergency procedures.
33. Along with its employees, agents and invitees park their vehicles only in those parking areas allowed by the City. If requested, furnish the City with state automobile Lease numbers of Lessee's vehicles and its employees' vehicles and shall notify the City of any changes within five (5) days after such change occurs. Concessionaire or its employees shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out-of-date inspection stickers or Lease plates) on Airport property or in its parking areas.
34. Comply with all parking rules and regulations including any sticker or other identification system established by the City. Failure to observe the rules and regulations shall terminate Lessee's right to use the parking area and subject the vehicle in violation of the parking rules and regulations to removal or impoundment. No termination of parking privileges or removal or impoundment of a vehicle shall create any liability on the City or be deemed to interfere with Lessee's right to possession of its Premises. Vehicles must be parked entirely within the parking lines and all directional signs, security notices, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No

Airport Concessions Program Handbook

EXHIBIT 6

Parking" signs are posted, on ramps, in cross hatched areas, and in other areas as may be designated by the City. Parking stickers or other forms of identification, if any, supplied by the City, shall remain the property of the City and not the property of Lessee and are not transferable. Every person is required to park and lock his vehicle. All responsibility for damage to vehicles or persons is assumed by the owner of the vehicle or its driver.

35. Follow all ID Badging procedures as may be required by the Commissioner or her designated representative.
36. Instruct employees to report spills, hazardous conditions and any suspicious activities to the appropriate party as directed by the Commissioner or her designated party.
37. Not use luggage carts for product deliveries.
38. Use only delivery carts and equipment as approved by the Commissioner or her designated party.
39. Use only designated elevators for deliveries.
40. Surrender all keys to the Premises to the Commissioner upon termination of this Lease Agreement.
41. Comply with the City's desire to maintain in the Airport the highest standard of dignity and good taste consistent with comfort and convenience for the Lessee. Any action or condition not meeting this high standard should be reported directly to the City. Lessee's cooperation will be mutually beneficial and sincerely appreciated..
42. The City reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Premises and for the preservation of good order therein

for the preservation of good order therein.

Airport Concessions Program Handbook

EXHIBIT 7 FORM OF LETTER OF
CREDIT

Issuing Bank Letterhead (must be a bank located in the
Chicagoland area)

Irrevocable Standby Letter of Credit

Letter of Credit No.

Date: , 20

Chicago Department of Aviation

Chicago's O'Hare International Airport P.O. Box 66142

Chicago, Illinois 60666 Attention:

Commissioner

1. We hereby open in your favor, at the request and for the account of this irrevocable standby letter of credit in an aggregate amount not to exceed \$ Dollars ("Stated Amount"), to be available for payment of your drafts drawn at sight on us signed by the Commissioner of the Chicago Department of Aviation, or her designee.

Your sight drafts must be accompanied by a written certificate, in the form of Exhibit A attached hereto (the "Certificate") signed and completed by you.

2. Partial and multiple drawings are permitted hereunder.
3. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this Letter of Credit is referred to, or to which this Letter of Credit relates; and no such reference shall be deemed to incorporate herein by reference any such document, instrument or agreement. The Account Party is not the owner or beneficiary under this Letter of Credit and possesses no interest whatsoever in this Letter of Credit or its proceeds. Further, this Letter of Credit shall not be affected by any bankruptcy or other insolvency proceeding initiated by or against the Account Party.

This credit shall expire on _____, 20____, unless extended as provided herein.

4. It is a condition of this credit that it will be automatically extended without amendment for an additional period of twelve (12) months from the present and each future expiry date, unless, not less than ninety (90) days prior to the then relevant expiry date, we notify you and Corporate Counsel of the City by

registered mail, return receipt requested, that we elect not to extend this credit for any additional period. Upon receipt of such a notification you may draw your sight draft on us prior to the then-relevant expiration date for the unused balance of this credits which shall be accompanied by your signed written statement that you received notification of our election not to extend.

Drafts must be marked "Drawn under irrevocable Standby Letter of Credit No.

5. We hereby agree to honor each draft drawn under and in compliance with the terms of this credit if duly presented at our offices on or before the close of business on the expiry date.
6. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.
7. This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500, 1993 revision, ("IUCP") and to the Uniform Commercial Code - Letters of Credit, as adopted in Illinois, 810 ILCS 5 -101 et seq., as amended ("UCC"). To the extent that the provisions of the IUCP and UCC conflict, the provisions of the UCC shall govern.
8. We hereby undertake that a draft drawn in conformity with the terms of this Letter of Credit will be duly honored on presentation.

By:

Name:

Title:

**THIS IS AN INTEGRAL PART OF STANDBY LETTER OF CREDIT
NO.**

EXHIBIT A

CERTIFICATE FOR DRAWING

The undersigned, the Commissioner of the Chicago Department of Aviation, represents, warrants and certifies to _____ (the "Bank") with reference to Letter of Credit No. _____ issued by the Bank in favor of the City of Chicago (the "Beneficiary") that:

1. A breach of the License Agreement dated as of _____, 20____, as amended, modified or supplemented, between the City of Chicago and _____, an _____, has occurred. As a result, the City of Chicago is making demand under the Letter of Credit to pay _____ dollars (\$) on the _____ day of _____, 20____ or a replacement Letter of Credit identical in form to the Letter of Credit that has not been issued to the City of Chicago by a Financial Institution meeting the requirements set forth in the License Agreement.

2. Payment of the draft shall be made by bank wire paid to our account as per our wire instructions below:

- _____ (Name of Bank)
_____, (City & State)
(ABA No.)

(Account Name)

(Account No.)

(Reference No., if any)

3. All defined terms used by not defined herein shall have the meaning assigned hereto in the Letter of Credit.

In witness hereof, the City of Chicago has executed this certificate as of this 20

CITY OF CHICAGO

BY:

Its: Commissioner of Aviation

EXHIBIT 8 INSURANCE REQUIREMENTS

1. The kinds and amounts of insurance required under this Agreement are as follows:
 - a) **Workers' Compensation and Employer's Liability.** Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all employees of Tenant. Employer's liability coverage with limits of not less than \$100,000 for each accident or illness must be included.
 - b) **Commercial Liability Insurance.** Commercial General Liability insurance or equivalent, with limits of not less than \$2,000,000 per occurrence for bodily injury, property damage and personal injury liability. Coverages must include the following: Leased Space and operations; explosions, collapse, and underground hazards; products liability and completed operations; defense; separation of insureds; contractual liability specifically covering this Agreement (with no limitation endorsement); host liquor liability (if applicable). The City and its elected and appointed officials, agents, representatives and employees must be named as additional insureds on a primary, non-contributory basis, for any liability arising directly or indirectly under this Agreement.
 - c) **Automobile Liability.** When any motor vehicles (owned, non-owned or hired) are used in connection with activities conducted under this Agreement, Tenant must provide comprehensive automobile liability insurance against bodily injury and property damage claims, subject to limits of liability of not less than \$1,000,000 per occurrence for non-airfield access, and not less than \$5,000,000 per occurrence for airfield access. The City, and its elected and appointed officials, agents, representatives and employees, must be named as additional insureds on a primary, non-contributory basis, for any liability arising directly or indirectly under this Agreement.
 - d) **Property.** Tenant must maintain all-risk property insurance for the Leased Space including Improvements and betterments, in the amount of their full replacement cost. Coverage extensions must include Business Income and extra expense. The City is to be named as an additional insured and as a loss payee, as its interests may appear. Tenant is responsible for all loss or damage to its personal property including equipment, fixtures and contents.

e) Liquor Liability. When applicable, Tenant must obtain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit. The City, its elected and appointed officials, agents, representatives and employees, must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from this Agreement or Tenant's operations under this Agreement.

f) All Risk Blanket Builders Risk. When Tenant undertakes any construction, including Improvements, betterments and/or repairs, Tenant must provide All Risk Blanket Builders Risk Insurance to cover materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. The City of Chicago must be named as loss payee as its interests may appear.

2) Under no circumstances must Tenant or any Subcontractor actually begin Work (or continue Work, in the case of renewal) or conduct Concession Operations under this Agreement without procuring the required insurance and providing evidence of it to the City. The City reserves the right, in addition to the other rights set forth in this Agreement, to require Tenant to furnish certified copies of the original policies of all insurance required under this Agreement at any time upon 30 days' written notice to Tenant.

3). Tenant must furnish:

a) the City, Department of Aviation, Attention: Concessions; O'Hare International Airport, P.O. Box 66142, Terminal 2, Upper Level, Concessions, Chicago, Illinois 60666; and

b) the City Management Representative and, if applicable, the City Construction Representative, at the addresses provided by the representatives,

original Certificates of Insurance evidencing the required coverages to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Tenant must submit evidence of insurance on the City's "Insurance Certificate of Coverage Form" or equivalent before the Effective

Date of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements under this Agreement. The failure of the City to obtain certificates or other insurance evidence from Tenant is not a waiver by the City of Tenant's obligations to obtain and maintain the specified coverages. Tenant must advise all insurers of this Agreement's provisions regarding insurance. Non-conforming insurance will not

relieve Tenant of its obligation to provide insurance as specified in this Agreement.

4) The insurance specified above must be carried at all times during the Term of this Agreement. Failure to carry or keep the insurance in force constitutes an Event of Default and does not relieve Tenant from any liability under this Agreement. The City maintains the right to suspend the Tenant's performance and rights under this Agreement, or suspend this Agreement, until proper evidence of insurance is provided. If Tenant fails to maintain the full insurance coverage required under this Agreement, the City may, but is under no obligation to, obtain the required insurance. Payments made by the City regarding the premiums for the insurance become an additional obligation of Tenant, as Additional Rental to be paid under this Agreement, to be repaid in full to the City, payable on demand, with interest at the Default Rate. The insurance policies must provide for 60 days prior written notice to be given to the City at the addresses set forth in Subsection 3 above, if coverage is substantially changed, reduced, canceled, or non-renewed.

5) Tenant must require all Subcontractors to carry the insurance required in this Agreement, or Tenant may provide the coverage for any or all Subcontractors, and, if so, the evidence of insurance submitted must so stipulate.

6) Tenant and each Subcontractor agree that their insurers must waive their rights of subrogation against the City, its employees, elected or appointed officials, agents or representatives.

7) Tenant acknowledges that any insurance or self insurance programs maintained by the City apply in excess of and do not contribute to insurance provided by Tenant under the Agreement. Tenant acknowledges that any insurance protection, coverages and limits furnished by Tenant under this Agreement in no way limit Tenant's responsibilities and liabilities under this Agreement or by law.

8) Any and all deductibles or self insured retentions on referenced insurance coverages must be borne solely by Tenant.

9) The insurance required to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or by any limitation placed on the indemnity given in this Agreement as a matter of law. If Tenant, or its Subcontractors, desire additional coverage, higher limits of liability, or other modifications for their own protection, Tenant and each of its Subcontractors are responsible for the acquisition and cost of the additional protection. The City's Risk Management Department maintains the right to modify, delete, alter or change the insurance requirements. Notwithstanding anything in this Agreement to the contrary, Tenant may, at its option, include any of the insurance

coverage required under this Agreement in either general or blanket policies of insurance. Tenant may use any combination of primary and umbrella (or excess) insurance policies to comply with the insurance requirements set forth above, as long as the resulting insurance coverage is equivalent to the coverages required under this Agreement.

EXHIBIT 9

ACDBE SPECIAL CONDITIONS AND RELATED FORMS

Chicago Department of Aviation

Attachment L

Airport Concession Disadvantaged Business Enterprise Plan

- I. Indicate total proposed Airport Concession Disadvantaged Business Enterprise (ACDBE) participation: 30 %
2. List ACDBE participants and indicate if ACDBE participant is a subtenant, joint venture partner, supplier, etc. Also indicate the ownership percentage of the ACDBE and the role that the ACDBE participant will have in the ownership, management and operation of the concession.

ACDBE Entity	Form of Participation	Participati on Percentage	Role/Scope of Work	Capital Contribution
Central City Productions, Inc.	Subcontract	30%	Solicitation, billing and revenue collection of local and regional advertising	SO .00

3. Attach resumes for key personnel/principals of the ACDBE entities.

Chicago Department of Aviation

Attachment M Airport Concession Disadvantaged Business Enterprise (ACDBE) Forms

/

[Schedules B, C and D follow]

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SCHEDULE B - AFFIDAVIT OF ACDBE JOINT VENTURE IN AIRPORT CONCESSIONS

This form is to be submitted if Tenant is a Joint venture that is proposing ACDBE participation in the concession as a Joint venture member. Add additional sheets if necessary. A copy of the Joint venture agreement must be attached to this Schedule B, along with copies of the most recent certification letter for each ACDBE identified below. The Joint venture agreement must clearly state the following: 1) each joint venture member's roles and responsibilities in the management and day-to-day operations of the joint venture, 2) the capital contribution requirements for each Joint venture member, and 3) the allocation of risks and liabilities between Joint venture members. [NOTE: The concession Agreement with the City will require joint venture members to be jointly and severally liable for obligations of the joint venture under the concession Agreement] If Tenant is proposing to perform as a Joint venture, the City will not execute a concession Agreement with the Tenant until the City has received and reviewed a signed Joint venture agreement that complies with the Federal Aviation Administration's regulations, policies and guidance. No subsequent changes to the joint venture agreement will be allowed without prior notice to the City. Any changes in the joint venture agreement that impact the roles, rights and/or responsibilities of the ACDBE Joint venture member will require the prior approval of the City.

Name of Tenant joint venture: N/A

Description of Airport Concession (from title page of Request for Proposals):

N/A

Name, address and phone number of joint venture contact person:

N/A

I. Identify Joint Venture Members

Firms participating in joint venture (use additional pages if necessary):

Name of firm: W/A

Address: N/A

Phone Number, h/a

Contact name/phone number: ^{w/π}
% ownership: ^{M/A} %
ACDBE: yes / no Certifying agency: n/a
Date of Certification: ^{M/A}
Type of work for which certification was granted:

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Chicago Department of Aviation

Request for Proposals

Firms participating in joint venture (use additional pages if necessary):

Name of firm: n/a
Address: "/a
Phone Number: n/a
Contact name/phone number: ^{N/A}
% ownership: n/a %
ACDBE: yes / no Certifying agency: n/a
Date of Certification: n/a
Type of work for which certification was granted: n/a

Name of firm: n/a
Address: n/a
Phone Number: n/a
Contact name/phone number: n/a
% ownership: n/a %
ACDBE: yes / no Certifying agency: ^{w/A}
Date of Certification: n/a
Type of work for which certification was granted:

II. Capital Investment

Non-ACDBE initial capital contribution: \$ n/a t u_ %
ACDBE initial capital contribution: \$ n/a n/a %

Source of funds for the ACDBE capital contribution: n/a
Future capital contributions (explain requirements):

n/a

HI. Joint Venture Agreement

For each of the following, cite the applicable provision of the joint venture agreement that addresses the question asked. Attach additional sheets if necessary.

Describe the portion of the work or elements of the business controlled by the ACDBE:

N/A

Describe the portion of the work or elements of the business controlled by the non-ACDBE:

N/A

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Chicago Department of Aviation

Describe the ACDBE's involvement in the overall management of the Joint venture (e.g., participation on a management committee or managing board, voting rights, etc.):

N/A

Describe the ACDBE's share in the profits of the joint venture: n/a

Describe the ACDBE's share in the risks of the Joint venture: n/a

Describe the roles and responsibilities of each joint venture participant with respect to managing the Joint venture (use additional sheets if necessary):

- a. ACDBE joint venture participant (s): n/a
b. Non-ACDBE Joint venture participant(s): n/a

Describe the roles and responsibilities of each Joint venture participant with respect to day-to-day operation of the joint venture (use additional sheets if necessary):

- a. ACDBE joint venture participant(s): n/a
b. Non-ACDBE joint venture participant(s): n/a

IV. Management Information

Please provide information relating to the approximate number of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the ACDBE, non-ACDBE or joint venture.

Table with 4 columns: Category, Non-ACDBE Firm, ACDBE Firm, Joint Venture. Rows include Management, Support, and Hourly Employees, all with N/A values.

Please provide the name of the person(s) who will be responsible for hiring employees for the joint venture: n/a

Who will they be employed by? w/a

Which firm will be responsible for accounting functions relative to the Joint venture's business?

n/a

Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties (cite to applicable section(s) of joint venture agreement and use additional sheets if necessary):

N/A

N/A

List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved:

partners are jointly involved.

N/A

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Chicago Department of Aviation

V. Employee Information

Are any of the proposed joint venture employees currently employees of any of the joint venture partners? yes / no

If yes, please attach a roster showing the number and positions and indicates which firm currently employs the individual(s).

The undersigned covenants and agrees to provide the City with current, complete and accurate Information regarding the actual performance by the ACDBE joint venture member in the concession's management and operations, as required by the concession Agreement and/or upon request by the City. Any material misrepresentations in this Schedule B, in the attached joint venture agreement, or In any other information provided to the City by Tenant regarding ACDBE participation will be an event of default under the concession Agreement and will be grounds for initiating action under applicable federal and state laws and regulations.

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

N/A

(Name and Title of Affiant - Print or type)

N/A

(Signature)

N/A

(Date)

On this */* day of 20 n/a.

The above signed officer, n/a (Name of Affiant), personally appeared and, known by me to be the person described in the above Affidavit acknowledged that (s)he executed the same in the capacity stated above and for the purposes stated above.

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

^{N/A}
(Notary Public Signature)

Seal

Commission expires: n/a

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Chicago Department of Aviation

SCHEDULE C

Letter of Intent from ACDBE to Perform As Sublicensee, Subcontractor, Supplier and/or Consultant to Tenant

[NOTE: If Tenant is proposing to count ACDBE participation pursuant to a joint venture of ACDBE firms and non-ACDBE firms, use Schedule B - Affidavit of Joint Venture - instead of Schedules C and D.]

Name of Tenant:

Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports

Description of Airport Concession (from title page of Request for Proposals):

Develop, Install and Operate Commercial Advertising Concessions

From: Central City Productions, Inc. ("ACDBE")
Name of ACDBE Firm

Clear Channel Outdoor, Inc.

To: d/b/a clear channel Airports and the City of Chicago: Name of Tenant

The ACDBE certification status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago dated /os/n (or letter of certification from the Illinois Department of Transportation dated). This Schedule C and the Letter of Certification will be attached to Schedule D - Commitment of Tenant to ACDBE Participation.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named airport concession:

Table with 2 columns: Description of ACDBE Participation in concession, Description of compensation to be paid to ACDBE. Row 1: Solicitation, billing and revenue collection of local and regional advertising; Value of any advertising sold, billed and collected by ACDBE from third party advertisers: projected at \$125,939,428 during the initial and optional term(a)

Value of participation by ACDBE as percentage of projected concession gross revenues:

30% %

NOTE: If more space is needed to fully describe the ACDBE firm's proposed role and/or compensation, attach additional sheets.]

l:

Chicago Department of Aviation

Schedule C: Letter of Intent from ACDBE

SUB-SUBCONTRACTING LEVELS

(a % of the value of the ACDBE's participation will be sub-subcontracted to non-ACDBE contractors. A^C

% of the value of the ACDBE's participation will be sub-subcontracted to CDBE contractors.

NOTES:

- 1) IF ACDBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE PARTICIPATION DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK ABOVE.
- 2) IF MORE THAN TEN PERCENT (10%) OF THE VALUE OF THE ACDBE'S PARTICIPATION WILL BE SUB-SUBCONTRACTED, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUB-SUBCONTRACTED MUST BE ATTACHED TO THIS SCHEDULE.

The undersigned will enter into a formal written agreement for the above participation with Tenant, conditioned upon the City of Chicago selecting the Tenant as a concessionaire, approval of Tenant's ACDBE Participation Commitment referencing this Schedule C by the City of Chicago, and successful negotiation of a concession Agreement between Tenant and the City of Chicago.

(Signature of Owner, President or Authorized Agent of ACDBE)

Name/Title (Print)

Date Phone

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Chicago Department of Aviation

SCHEDULE D: Commitment by Tenant to Participation by Airport Concession Disadvantaged Business Enterprises (ACDBE's) as Sublicensee, Subcontractor, Supplier and/or Consultant to Tenant

[NOTE: if Tenant is proposing to count ACDBE participation pursuant to a joint venture of ACDBE firms and non-ACDBE firms, use Schedule B - Affidavit of Joint Venture - instead of Schedules C and D.]

Name of Tenant:

Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports

Description of Airport Concession (from title page of Request for Proposals):

Develop, Install and Operate Commercial Advertising Concessions

State Of Illinois)

County (City) Of Chicago)

In connection with the above-referenced Airport Concession Request for Proposals ("RFP") and any concession agreement entered into pursuant to the RFP, I,

Toby Sturek (Name of Affiant) HEREBY DECLARE AND AFFIRM

that I am the president, Airporta piviaion (Title of Affiant) and duly authorized representative of the above-named Tenant and that I have personally reviewed the information set forth in the attached Schedule(s) C, with the following being a summary of such information:

Name of ACDB&ftrm	Role of ACDBE in Concession (as Proposed ACDBE set forth In Schedule C)	Participation (as percentage of gross revenues)
Central City Productions, Inc.	Solicitation, billing and revenue collection of local and regional advertising	30%

Total Proposed ACDBE Participation Commitment: 30% %

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Chicago Department of Aviation

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

The Tenant will enter into formal agreements with all listed ACDBE firms for work as Indicated by this Schedule D and accompanying Schedule(s) C so as to ensure compliance with the Total Proposed ACDBE Participation Commitment stated above, and understands that It must enter Into such agreements as a condition precedent to execution of a concession Agreement by the City of Chicago. Copies of each signed sublicense, subcontract, purchase order, or other agreement (collectively, "ACDBE agreement") will be submitted to the Chicago Department of Aviation so as to assure receipt no later than ten (10) business days prior to anticipated execution of the concession Agreement by the City.

The Tenant designates the following person as Its ACDBE Liaison Officer:

Toby Sturek 610-395 8002
(Name - Please print or type) (Phone)

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

Toby Sturek, President Airports Division (Name and Title of Affiant - Print or type)

On this 23rd day of April
(Name of Affiant), personally appeared

The above signed officer, Toby Sturek and, known by me to be the person described in the above Affidavit, acknowledged that -(s)he executed the same in the capacity stated above and for the purposes stated above.

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

(Notary Public Signature)

Commission expires: 12/07/2015

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CITY OF CHICAGO

ixfflu Office of Compliance

December 8, 2011

Donald Jackson
Central City Productions, Inc.
212 E. Ohio
3rd Floor

Chicago, IL 60611 Dear Donald Jackson:

The City of Chicago, your host agency, is pleased to notify you that Central City Productions, Inc. has been re-certified as a Disadvantaged Business Enterprise (DBE) in accordance with the governing federal regulations, 49 CFR Part 26. Additionally, you have been certified as an Airport Concessionaire Disadvantaged Business Enterprise (ACDBE), in accordance with the governing federal regulations, 49 CFR Parts 23 and 26.

This certification allows your firm to participate as a DBE, and ACDBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the Chicago Transit Authority, the City of Chicago, Metra and Pace.

Your certification is approved for a five (5) year period, commencing November 30, 2011. To remain certified with the IL UCP during the five-year period, you must submit a No Change Affidavit each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. Please note that you must include a copy of your most current Federal and Individual Corporate Tax Returns. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR §26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR §26.83(i).

Central City Productions, Inc. will appear in the IL UCP DBE Directory in the following area(s) of specialty:

121 N. LaSalle St., Room 403, Chicago, IL 60602 • (312) 744 - 4900

CITY OF CHICAGO

Office of Compliance

Central City Productions, Inc. Page 2

NAICS CODE: 515120 - TELEVISION BROADCASTING STATIONS

NAICS CODE: 515120 - TELEVISION SUBSCRIPTION SERVICES

NAICS CODE: 517110 - CABLE TV PROVIDERS (except networks)

NAICS CODE: 541611 - ADMINISTRATIVE AND GENERAL MANAGEMENT CONSULTING SERVICES

NAICS CODE: 541890 - OTHER SERVICES RELATED TO ADVERTISING

NIGP CODE: 91501 - ADVERTISING AGENCY SERVICES

NIGP CODE: 91524 - CABLE TELEVISION SERVICES (Includes Pay-Per-View Services)

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE/ACDBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html> <<http://www.dot.state.il.us/ucp/ucp.html>>.

Your participation on contracts will only be credited toward DBE/ACDBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category.
- Your certification may be revoked if Central City Productions, Inc. is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.

121 N. LaSalle St, Room 403, Chicago, IL 60602 • (312) 744 - 4900

CITY OF CHICAGO

Office of Compliance

Central City Productions. Inc. Page 3

- For work to count toward an DBE/ACDBE contract goal, the DBE/ACDBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 23.55. An DBE/ACDBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

For All Non-Trucking Firms:

- Firms seeking work with IDOT as a prime or sub consultant in specialized engineering categories must be pre-qualified by IDOT's Bureau of Design and Environment.
- Firms seeking work with IDOT as a prime construction contractor must be pre-qualified by IDOT's Bureau of Construction.

For All Trucking Firms:

- All DBE trucking firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).
- The DBE trucking firm receives goal credit for the total value of the transportation service it provides on the contract using trucks it owns, insures and operates and using drivers it employs.
- The DBE trucking firm which leases trucks from another DBE trucking firm receives goal credit for the total value of the transportation services the lessee DBE provides on the contract
- When a DBE trucking firm leases from a non-DBE trucking firm, the goal credit is limited to the fee or commission the DBE receives as a result of the lease arrangement. The fee or commission shall be reasonable and shall be indicated on the lease.

121 N. LaSalle St., Room 403, Chicago, IL 60602 • (312)744-4900

CITY OF CHICAGO

Office of Compliance

Central City Productions. Inc. Page 4

- For any credit to be allowed for leased trucks, the leases must be properly filed with the Illinois Commerce Commission (ILCC) and indicate that the DBE has exclusive use and control over the truck(s). Leased trucks must visibly display the name and ILCC number of the DBE trucking firm.

Please direct all inquiries and any questions to the City of Chicago Office of Compliance at 312.744.1929. Thank you for your continued interest in the City's Supplier Diversity Program.

Senior Compliance Officer
CITY OF CHICAGO City Hall

TA

121 N. LaSalle St, Room 403, Chicago, IL 60602 • (312)744 - 4900

CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting (his EDS. Include d/b/a/ if applicable: Clear Channel Outdoor, Inc. dba Clear Channel Airports

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. >5 the Applicant
OR

2. a legal entity holding a direct or indirect interest In the Applicant. State the legal name of the

2. Applicant in which the Disclosing Party hold's an interest:
OR

3. a legal entity with a right of control (sec 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: 200 East Pogo Road

D. Business address of the Disclosing Party. 200 East Basse Road
San Antonio, TX 78209

C. Telephone: 610.395.8002 Fax: 610.395.4450 Email: tobysturek@clearchannel.com

[<mailto:tobysturek@clearchannel.com>](mailto:tobysturek@clearchannel.com)

D. Name of contact person: Toby Sturek

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

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

development, installation, and operation of commercial advertising concessions at Chicago O'Hare and Chicago Midway International Airports

G. Which City agency or department is requesting this EDS? Chicago 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 #

Page J of 13

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

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

Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

See Schedule 1 attached hereto.

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

Page 2 of 13

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

Name	Business Address	Percentage Interest in the Disclosing Party
Clear Channel Outdoor Holdings, Inc	200 E. Basse Rd., San Antonio, TX 78209	100%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

UYcs [>] No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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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 "r.b.d." is not an acceptable response.
--	------------------	--	---

See Schedule 2 attached hereto.

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

Page 4 of 13

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

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

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

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

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

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

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

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

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

General), 2-50 (Inspector General) and 2-150 (Governmental Ethics) of the Municipal Code.

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

NONE

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

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

NONE

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. is is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

Yes No

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

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

Does the Matter involve a City Property Sale?

Yes No

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

Name	Business Address	Nature of Interest
------	------------------	--------------------

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

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comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

Jill.I. 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.

*** See Ar.r.sohmBnt V. E. i.

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

NONE

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

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

Yes No

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

Yes No

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

Yes No

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

PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

Clear Channel Outdoor, Inc. (Print or type, name of Disclosing Party)

(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) /^- IP -/ ^
at [location] County, [State] (state).

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, fire city clerk

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

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

Yes No

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

SCHEDULE 1

Report Name : Management Structure
 Filtered By : --Exported By : Donna Vettrano Exported
 On : 11/12/2012
 Entity Name: Clear Channel Outdoor, Inc.

Name	Title	Role	Start	Last	Status
Bick, Scott T	Vice President - Corporate Tax	Officer	08/02/2012		Active
Casey, Thomas W.	Director	Director	08/02/2012		Active
Casey, Thomas W.	Executive Vice President	Officer	08/02/2012		Active
Coleman, Brian D	Senior Vice President, Treasurer and Assistant Secretary	Officer	08/02/2012		Active
Keller, Sara Lee	Executive Vice President, General Counsel and Assistant Secretary	Officer	08/02/2012		Active
Krug, Renee	Executive Vice President and	Officer	06/15/2011	08/02/2012	Active

Newsom, Hamlet T. Jr.	Chief Financial Officer -Americas Vice President, Associate General Counsel and Assistant Rpr.rfttarv	Officer		08/02/2012	Active
Parker, Bryan A.	Executive Vice President - Real Estate and Public Affairs	Officer	-	08/02/2012	Active
Sisson, Franklin G Jr	Chief Revenue Officer -Americas	Officer		08/02/2012	Active
Walls, Robert H. Jr.	Director	Director	--	08/02/2012	Active
Walls, Robert H. Jr.	Executive Vice President and Secretary	Officer		08/02/2012	Active

SCHEDULE 2

Clear Channel Outdoor, Inc. Attachment for EDS - Section
[V

Name	Address	Relationship to Disclosing Party	Fees famounts are estimated unless marked paid)
Hartmann Electric Company	30 Martin Lane Elk Grove Village, IL 60007	Subcontract	\$1,600,000
Parachin Design Studios	940 West Adams Suite 403 Chicago IL 60607	Subcontract	\$450,000
Brian Taylor Architects	566 West Lake Street Suite 225 Chicago, IL 60661	Subcontract	\$150,000
jasculca & Terman and Associates, Inc.	730 North Franklin Street Suite 510 . Chicago, IL 60654	Subcontract	120,000
New Images Technology	1727 S. Indiana Avenue Suite G02B Chicago, IL 60616-1345	Subcontract	\$50,000
SinartTECHs	1727 S. Indiana Avenue Suite G02B Chicago, IL 60616-1345	v Subcontract	\$225,000
Northwest Contractors	ZOO Industrial Drive Hampshire, IL 60140	Subcontract	\$410,000
Paniagua Construction Service	24 hunt Avenue Elk Grove Village, IL 60007	Subcontract	\$1,200,000

Name	Address	Relationship to Disclosing Party	Fees famounts are estimated unless marked paid)
Ravenswood Studio Inc.	6900 North Central Parle Ave. Lincolnwood, IL 60712	Subcontract	\$700,000
Western Remac, Inc.	1740 Internationale Parkway Woodbridge, IL 60517	Subcontract	\$2,000,000
McHugh Construction	737 South Michigan Avenue Chicago, IL 60616-1211	Subcontract	\$200,000
Riteway-Huggins Construction	1030 East 87th Street Chicago, IL 60619	Subcontract	\$500,000
Central City Productions	212 East Ohio Suite 300 Chicago, IL, 60611	Subcontract	\$123,000/year
Nicolay & Dart	33 North Dearborn Suite 2200 Chicago, IL 60602	Lobbyist	\$112,500 (paid)
Daley & George Ltd	20 South Clark Street Suite-400	Lobbyist	\$170,000 (paid)

Daley & George Ltd.	20 South Clark Street Suite 400 Chicago, IL 60603	Lobbyist	\$170,000(paid)
Chico & Nunes, P.C.	333 West Wacker Drive Suite 1800 Chicago, IL 60606	Lobbyist	\$230,000(paid)

Clear Channel Outdoor, Inc. Attachment for EDS - Section V.E 1.

Attachment for V.E. 1.

The Disclosing Party is not aware that it has had any 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).

Clear Channel Outdoor, Inc.

ATTACHMENT FOR EDS - SECTION VII - F.I.

CCO is currently disputing a penalty amount of \$90,678 for the 2006/2007 income tax filing for Clear Channel Communications, Inc. and unitary affiliates (which includes Clear Channel Outdoor, Inc.) filed with the Illinois Department of Revenue. We have an open notice related to unemployment taxes from the Illinois Department of Employment Security for Clear Channel Outdoor, Inc. in the amount of \$15,600.43 that CCO is currently researching to determine if we owe the amount.

**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: Clear Channel Outdoor Holdings, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant
OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Clear Channel Outdoor, Inc.

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

B. Business address of the Disclosing Party: 200 East Basse Road
San Antonio, TX 78209

C. Telephone: 210.832.3320 fax: 210.832.3129 Email: hamletnewsom@clearchannel.com
<mailto:hamletnewsom@clearchannel.com>

D. Name of contact person: Hamlet Newsom

E. Federal Employer Identification No. (if you have, one): - - - ■ -

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

development, installation, and operation of commercial advertising concessions at Chicago O'Hare and Chicago Midway International Airports

G. Which City agency or department is requesting this EDS? Chicago 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 #

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SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

Limited liability company Limited liability partnership Joint venture Not-for-profit corporation (Is the not-for-profit corporation also a 501(c)(3))?

1. Indicate the nature of the Disclosing Party: Person Publicly registered business corporation Privately held business corporation Sole proprietorship General partnership Limited partnership Trust

Yes No Other (please specify)

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

Delaware

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

N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf

EDS ON ITS OWN BEHALF.

Name Title

See Schedule 1 attached hereto.

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

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

Name	Business Address	Percentage Interest in the Disclosing Parly
Clear Channel Holdings, Inc.	200 E. Basse Rd., San Antonio, TX 78209	88.5%
Public Stockholders		11.5%

Note: None of the public shareholders own 7.5% or more of either Clear Channel Outdoor, Inc. or Clear Channel Outdoor Holdings, Inc.

SECTION III ~ BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes []No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
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(Add sheets if necessary)

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

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

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

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

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

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity

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").

Page 5 of 13

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

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

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

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

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

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

NONE

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

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

NONE ~

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

' NONE

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. is is not

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

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

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

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

(attach additional pages if necessary).

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

Yes No

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

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

Does the Matter involve a City Property Sale?

Yes No

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

Name	Business Address	Nature of Interest
------	------------------	--------------------

N/A

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 FDS all information required by paragraph 2. Failure to

an attachment to this EDS an information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

*** See Attachment V. E. 1.

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

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

NONE

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.I. 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.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

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

Yes No

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

Yes No

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

Yes No

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

Disclosing Party holds direct interest in Applicant.

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

The Disclosing Party understands and agrees that:

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

F.3. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractor/subcontractors hired

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

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

CERTIFICATION

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

Clear Channel Outdoor Holdings, Inc. (Print or type name

of Disclosing Party)

(Sign here)

By:

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) 11-11-2011

Commission expires: 11-11-2012

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk,

any "Applicable Party" or any spouse or domestic partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

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

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

Yes No

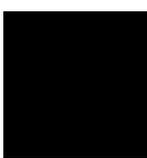
If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial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

SCHEDULE 1

Report Name : Management Structure
 Filtered By : --Exported By : Donna Vettriano
 Exported On: 11/12/2012
 Entity Name: Clear Channel Outdoor Holdings, Inc

Name	Title	Role	Start Date	End Date	Status
Bevan, Jonathan	Managing Director and Chief Operating Officer - Clear Channel International	Officer	02/01/2012	02/16/2012	Active
Blick, Scott T.	Vice President - Corporate Tax	Officer	-	02/16/2012	Active
Carey, Cassandra	General Counsel - International	Officer	-	02/16/2012	Active
Carlisle, James C	Director-Class III	Director	01/09/2012	05/18/2012	Active
Casey, Thomas W.	Executive Vice President and Chief Financial Officer	Officer	-	02/16/2012	Active
Coleman, Brian O.	Senior Vice President and Treasurer	Officer	--	02/16/2012	Active
Eccleshare, C William	Chief Executive Officer	Officer	01/24/2012	02/16/2012	Active

Eller, Dirk	Group Finance Director	Officer	08/13/2012	02/16/2012	Active
Hamilton, Scott O.	Senior Vice President, Chief Accounting Officer and Assistant Rnrrnlrv	Officer		02/18/2012	Active
Hendrix, Blair E.	Director-Class 1	Director		05/16/2011	Active



Jacobs, Douglas L.	Director-Class 1	Director	05/25/2010	05/16/2011	Active
Jones, Daniel G	Director-Class 1	Director	-	05/16/2011	Active
Keller, Sara Lee	Executive Vice President and General Counsel - Americas	Officer	-	02/16/2012	Active
Krug, Reneo	Executive Vice President and Chief Financial Officer - Amnrirjis	Officer		02/16/2012	Active
Link, Janet	Vico President and Associate General Counsel - Liliaation	Officer		02/16/2012	Active
Newsom, Hamlet T. Jr.	Vice President, Associate General Counsel and Assistant Rprprtvr	Officer		02/16/2012	Active
Piltman, Robert W.	Director-Class III	Director	10/02/2011	05/18/2012	Active
Piltman, Robert W.	Executive Chairman	Officer	10/02/2011	02/16/2012	Active
Rokosky, David	Vice President - Procurement	Officer	-	02/16/2012	Active
Shepherd, Thomas R.	Director-Class II	Director	05/16/2011	05/16/2011	Active
Sisson, Franklin G. Jr.	Chief Revenue Officer - Americas	Officer	02/01/2012	02/16/2012	Active
Temple, Christopher M.	Director-Class II	Director	05/16/2011	05/16/2011	Active
Tromblay, Dale W.	Director-Class III	Director	-	05/18/2012	Active
Walls, Robert H. Jr	Executive Vice President, General Counsel and Secretary	Officer	01/24/2012	02/16/2012	Active
Wells, Scott R.	Director-Class II	Director	-	05/16/2011	Active

Clear Channel Outdoor Holdings, Inc. Attachment for EDS - Section V.E.1.

Attachment for V.E. 1.

The Disclosing Party is not aware that it has had any 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

□ □ □ □ □

1. Indicate the nature of the Disclosing Party:

- Person [
- Publicly registered business corporation [
- Privately held business corporation [
- Sole proprietorship [
- General partnership (1
- Limited partnership
- Trust [

Limited liability company Limited liability partnership Joint venture
 Not-for-profit corporation
 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:

Nevada

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?

N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

See Schedule 1 attached hereto.

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
Clear Channel Communications, Inc	200 E Basse Rd , San Antonio, TX 78209	100%

SECTION 111 - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	---

(Add sheets if necessary)

[x] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities. SECTION V --

CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

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

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

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

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with (he 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 n business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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

Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

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

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

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

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-1 56 (Governmental Ethics) of the Municipal Code.

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

NONE

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

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

none"

~

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

NONE

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. is J is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

1. In accordance with Section 2-156-10 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Mallei?'

FINANCIAL

ITEMS [1]

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

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

Does the Matter involve a City Property Sale?

Yes No

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

Name	Business Address	Nature of Interest
N/A		

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

Page 8 of 13

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.

**» See Attachment V. E. 1.

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

NONE

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

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

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

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

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

: B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

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

Yes No

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

Yes No

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

Yes No

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

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

The Disclosing Party understands and agrees that:

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

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

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

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

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the

all other information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

Clear Channel Holdings, Inc.
Hamlet T. Newsom, Jr.
(Print or type name of person signing)
VP, Associate General Counsel, and Assistant Secretary
(Print or type title of person signing)

Page 12 of 13

(Print or type name of Disclosing Party)

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

Yes

No

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

SCHEDULE 1

Report Name : Management Structure
Filtered By : - Exported By : Donna Vettrano Exported On : 11/26/2012
Entity Name: Clear Channel Holdings, Inc

Name	Title	Role	Start	Last Elected	Status
Bick, Scott T.	Vice President - Corporate Tax	Officer	--	08/02/2012	Active
Casey, Thomas W.	Director	Director	-	08/02/2012	Active
Casey, Thomas W.	Executive Vice President	Officer	-•	08/02/2012	Active
Coleman, Brian D.	Senior Vice President, Treasurer and Assistant Secretary	Officer		08/02/2012	Active
Newsom, Hamlet T. Jr.	Vice President, Associate General Counsel and Assistant Secretary	Officer		08/02/2012	Active
Walls, Robert H Jr	Director	Director		08/02/2012	Active
Walls, Robert H. Jr.	Executive Vice President, General Counsel and Secretary	Officer	-	08/02/2012	Active

Clear Channel Holdings, Inc. Attachment for EDS - Section VE.1;

Attachment for V.E. 1.

The Disclosing Party is not aware that it has had any 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).

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: Clear Channel Communications, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

- 1. the Applicant
OR
- 2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Clear Channel Outdoor, Inc
OR
- 3. a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 200 East Basse Road
San Antonio, TX 78209

C. Telephone: 210.832.3320 Fax: 210.832.3129 Email: hamletnewsom@clearchannel.com
<mailto:hamletnewsom@clearchannel.com>

D. Name of contact person: Hamlet Newsom

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):
development, installation, and operation of commercial advertising concessions at Chicago O'Hare and Chicago Midway International Airports

G. Which City agency or department is requesting this EDS? Chicago 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 (Is
- Limited partnership
- Trust

Limited liability company Limited liability partnership Joint venture
Not-for-profit corporation
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: Texas

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

Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

See Schedule 1 attached hereto.

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

Page 2 of 13

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

Name	Business Address	Percentage Interest in the Disclosing Party
------	------------------	---

DISCLOSING PARTY

Clear Channel Capital I, LLC 200 E. Basse Rd., San Antonio, TX 78209 100%

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, - lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
---	-------------------------	---	--

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with obtaining, attempting to obtain, or

guilty, or had a civil judgment rendered against them in connection with, obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

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

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise...

freedom of competition by agreement to bid a fixed price or otherwise; or

- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

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

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

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

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

NONE

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

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

[NONE]

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

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)

1. is is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

Yes No

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

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Properly 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.

City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

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

Name	Business Address	Nature of Interest
N/A		

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

Page 8 of 13

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.

*** See Attachment V. E. 1.

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. This is not a full certification required under the Federal Lobbying Disclosure Act of 1995.

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

NONE

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[JYes]}No If "Yes," answer the three questions below:

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

Yes No

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

Yes No

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

Yes No

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

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-22 of the Municipal Code, Contracting PERMANENT

with respect to matters subject to Article 1 of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

Clear Channel Communications, Inc.

(Print or type name of Disclosing Party)

(Sign here) » C_ ^/

Hamlet T. Newsom, Jr.

(Print or type name of person signing)

VP, Associate General Counsel, and Assistant Secretary (Print or type title of person signing)

Notary Public.
Page 12 of 13

Signed and sworn to before me on (date) _

AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

[J]Yes [X]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.

SCHEDULE 1

Report Name : Management Structure Entity Name: Clear Channel Communications, Inc.

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Abrams, David C.	Director	Director	--	••	Active
Azoff, Irving L.	Director	Director	09/27/2010	-	Active
Bick, Scott T.	Vice President - Corporate Tax	Officer	--	02/16/2012	Active
Brassier, Richard J.	Director	Director	-	•-	Active
Brizius, Charles A.	Director	Director	--	-	Active
Casey, Thomas W.	Executive Vice President and Chief Financial Officer	Officer	10/02/2011	02/16/2012	Active
Coleman, Brian D.	Senior Vice President and Treasurer	Officer	-	02/16/2012	Active
Connaughton, John P.	Director	Director	-	-	Active
Cornick, Greg	Senior Vice President -Financial Operations	Officer	02/16/2012	02/16/2012	Active
Cutler, Steven	Senior Vice President -Business Development & ComnmtR Stratpvn	Officer	02/16/2012	02/16/2012	Active
Eccleshare, C. William	Chief Executive Officer -Outdoor	Officer	01/24/2012	02/16/2012	Active
Feehan, William B.	Senior Vice President - Human Resources	Officer	--	02/16/2012	Active
Freeman, Matt	Director	Director	12/14/2012	12/14/2012	Active
Gerrald, Pete	Senior Vice Prosdentl - Chief Information Officer	Officer	02/16/2012	02/16/2012	Active
Goldberg, Wendy	Senior Vice President - Cpmunicatlons	Officer	02/16/2012	02/16/2012	Active
Hamilton, Scott D.	Senior Vice President, Chief Accounting Officer and Assistant Sficmtarv	Officer	-	02/16/2012	Active
Hendrix, Blair E.	Director	Director	-	-	Active
Hogan, John E.	Chairman and Chief Executive Officer - Clear Channel Media & Fntfirtlnrtrifint	Officer	02/16/2012	02/16/2012	Active
Jacobson, Jonathon S.	Director	Director	-	-	Active
Link, Janet	Vice President and Associate General Counsel - Litlaation	Officer	-	02/16/2012	Active
Loring, Ian K.	Director	Director	-	--	Active
Marventano, Jessica	Senior Vice President - Government Affairs	Officer	-	02/16/2012	Active
Mays, L. Lowry	Chairman Emeritus	Officer	--	02/16/2012	Active
Mays, Mark P.	Director	Director	-	-	Active
Mays, Mark P.	Chairman	Officer	-	02/16/2012	Active
Mays, Randall T.	Director	Director	-	-	Active
Mays, Randall T.	Vice Chairman	Officer	-	02/16/2012	Active
Newsom, Hamlet T. Jr.	Vice President, Associate General Counsel and Assistant Si»crolarv	Officer	-	02/16/2012	Active
Piftman, Robert W.	Director	Director	10/02/2011	10/02/2011	Active
Pittman, Robert W.	Chief Executive Officer	Officer	10/02/2011	02/16/2012	Active
Rokosky, David	Vice President - Procurement	Officer	--	02/16/2012	Active
Smith, Dualne	Senior Vice President and General Auditor	Officer	02/16/2012	02/16/2012	Active
Sperling, Scott M.	Director	Director	-	--	Active
Walls, Robert H. Jr.	Executive Vice President, General Counsel and Secretary	Officer	10/02/2011	02/16/2012	Active

Clear Channel Communications, Inc. Attachment for EDS - Section V.E.1;

Attachment for V.E. 1.

The Disclosing Party is not aware that it has had any 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).

Clear Channel Communications, Inc.

ATTACHMENT FOR EDS - SECTION VII - F.I.

We are currently disputing a penalty amount of \$90,678 for the 2006/2007 income tax filing for Clear Channel Communications, Inc. and unitary affiliates (which includes Clear Channel Outdoor Holdings, Inc.) filed with the Illinois Department of Revenue.

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: Clear Channel Capital I, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR •

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the

2. Applicant in which the Disclosing Party holds an interest: Clear Channel Outdoor, Inc

OR

3. a legal entity with a right of control (see Section H.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: 200 East Basse Road
San Antonio, TX 78209

C. Telephone: 210.832.3320 Fax: 210.832.3129 Email: hamletnewsom@clearchannel.com
<mailto:hamletnewsom@clearchannel.com>

D. Name of contact person: Hamlet Newsom

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

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

development, installation, and operation of commercial advertising concessions at Chicago O'Hare and Chicago Midway International Airports

See Schedule 1 attached hereto.

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
Clear Channel Capital II, LLC	200 E. Basse Rd., San Antonio, TX 78209	100%

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes. No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated,) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	---

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1 -23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "Child Support" and "Child Support Obligation")) if the Disclosing Party, including this PDC, is the Applicant and is

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

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

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

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

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

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").

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

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

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

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

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

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

NONE

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

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

NONE

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

NONE ~ '

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. is is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

Yes No

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

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

Does the Matter involve a City Property Sale?

Yes No

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

Name	Business Address	Nature of Interest
------	------------------	--------------------

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

*** I. 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.

*** See Attachment V. E. 1.

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

NONE

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

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

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

A.2. above.

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No If "Yes," answer the three questions below:

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

Yes No

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

Yes No

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

Yes No

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

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

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments-contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action and is subject to the City's retention of any contract or other agreement with respect

other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-1S6 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

Clear Channel Capital II, LLC

(Print or type name of Disclosing Party)

By: / LJ^C' / ^WTT(S^n here) ~CZs

Hamlet T. Newsom, Jr.

(Print or type name of person signing)

VP, Associate General Counsel, and Assistant Secretary (Print or type title of person signing)

Signed and sworn to before me on (date) I <^~c)"0 1

at fct'-ygU County, -1-0 ^ ^^ (state).

■ Qs ,yvV-.i-- n, -\0~^J^(-t,^ Notary Public.

Commission expires: I 0 - 4>~ / ^| .

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

Yes No

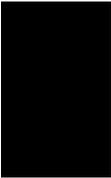
If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial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

SCHEDULE 1

Report Name : Management Structure
Filtered By: --Exported By : Donna Vettrano Exported On:
11/26/2012 Entity Name: Clear Channel Capital I, LLC

			gge^rttil		
Bick, Scott T.	Vice President - Corporate Tax	Officer	--	08/02/2012	Active
Casey, Thomas W.	Manager	Manager	-	08/02/2012	Active
Casey, Thomas W.	Executive Vice President	Officer		08/02/2012	Active

Entity Name, Address, City, State, Zip



Clear Channel Capital II, LLC	Member	Member	02/11/2008	-	Active
Coleman, Brian D.	Senior Vice President, Treasurer and Assistant Secretary	Officer		08/02/2012	Active
Newsom, Hamlet T. Jr.	Vice President, Associate General Counsel and Assistant Secretary	Officer		08/02/2012	Active
Walls, Robert H. Jr.	Manager	Manager	--	08/02/2012	Active
Walls, Robert H. Jr.	Executive Vice President, General Counsel and Secretary	Officer	-	08/02/2012	Active

Clear Channel Capital I, LLC Attachment for EDS - Section V.E.1 .•

Attachment for V.E. 1.

The Disclosing Party is not aware that it has had any 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).

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: Clear Channel Capital II, LLC

Check ONE of the following three boxes:

Entity Name, Address, City, State, Zip

Indicate whether the Disclosing Party submitting this EDS is:

- 1. the Applicant
OR
- 2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Clear Channel Outdoor, Inc
OR
- 3. a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 200 East Basse Road.
San Antonio, TX 78209

C. Telephone: 210.832.3320 Fax: 210.832.3129 Email: hamletnewsom@clearchannel.com
<mailto:hamletnewsom@clearchannel.com>

D. Name of contact person: Hamlet Newsom

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):
development, installation, and operation of commercial advertising concessions at Chicago O'Hare and Chicago Midway International Airports

G. Which City agency or department is requesting this EDS? Chicago 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

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust
- Limited liability company

- Limited liability partnership
 - Joint venture
 - Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?
 Yes No Other (please specify)

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

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

Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titlholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

See Schedule 1 attached hereto.

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
CC Media Holdings. Inc.	200 E. Basse Rd., San Antonio, TX 78209	• 100%

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes []No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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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.
--	------------------	--	---

(Add sheets if necessary)

(*] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities. ■ SECTION V

- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal

performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B,2.b. of this Section V;
 - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - c. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
3. The certifications in subparts 3, 4 and 5 concern:

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

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or .

- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

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

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

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

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

NONE

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

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

NONE

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

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)

1. is is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

Yes No

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

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of a process of the City (collectively "City Property Sale"). Compensation for property taken pursuant to the

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.L, provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
------	------------------	--------------------

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

Page 8 of 13

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.

*** See Attachment V. E. 1.

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

NONE

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No If "Yes," answer the three questions below:

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

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance

programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements:

Yes No

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

Yes No

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

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

Clear Channel Capital I, LLC (Print or type name of Disclosing Party)

Hamlet T. Newsom, Jr.
(Print or type name of person signing)

VP, Associate General Counsel, and Assistant Secretary
(Print or type title of person signing)

Notary Public.

Signed and sworn to before me on (date) I
Commission expires: ' ^

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section F1.B. 1 .a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

Yes No

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

SCHEDULE 1

Report Name : Management Structure
Filtered By : Exported By : Donna Veltrains Exported On :
11/26/2012 Entity Name: Clear Channel Capital II, LLC

Name	Position	Role	Start Date	Status
Bick, Scott T.	Vice President - Corporate Tax	Officer	08/02/2012	Active
Casey, Thomas W.	Manager	Manager	08/02/2012	Active
Casey, Thomas W.	Executive Vice President	Officer	08/02/2012	Active
CC Media Holdings, Inc.	Member	Member	02/11/2008	Active
Coleman, Brian D.	Senior Vice President, Treasurer and Assistant Secretary	Officer	08/02/2012	Active
Nawsom, Hamlet T. Jr.	Vice President, Associate General Counsel and Assistant Secretary	Officer	08/02/2012	Active
Walls, Robert H. Jr.	Manager	Manager	08/02/2012	Active
Walls, Robert H. Jr.	Executive Vice President, General Counsel and Secretary	Officer	08/02/2012	Active

Clear Channel Capital II, LLC Attachment for EDS - Section V.E.1.

Attachment for V.E. 1.

The Disclosing Party is not aware that it has had any 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).

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:

CC Media Holdings, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant
OR
2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Clear Channel Outdoor, Inc
OR
3. a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 200 East Basse Road
San Antonio, TX 78209

C. Telephone: 210.832.3320 fax: 210.832.3129 Email: hamletnewsorn@clearchannel.com
<mailto:hamletnewsorn@clearchannel.com>

D. Name of contact person: Hamlet Newsom

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

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

development, installation, and operation of commercial advertising concessions at Chicago O'Hare and Chicago Midway International Airports

G. Which City agency or department is requesting this EDS? Chicago 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 #

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SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

Limited liability company Limited liability partnership Joint venture Not-for-profit corporation (Is the not-for-profit corporation also a 501(c)(3))?
 Limited partnership Trust

1. Indicate the nature of the Disclosing Party: Person Publicly registered business corporation Privately held business corporation Sole proprietorship General partnership Other (please specify) Yes No

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

Delaware

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

• N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

See Schedule 1 attached hereto.

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

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/

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

Name	Business Address	Percentage Interest in the Disclosing Party
* Public Float		28.37% ownership/28.37% voting power
Clear Channel Capital IV, LLC		.67% ownership/71.63% voting power
Clear Channel Capital V, L.P.		70.96% ownership/0% voting power

"SEE ATTACHED

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes No

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

U.S. Department of Commerce or their successors, the Specialty Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

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

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

NONE

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

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

NONE

"" ■

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

NONE

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. is is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

Yes No

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

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

Does the Matter involve a City Property Sale?

Yes No

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

Name	Business Address	Nature of Interest
------	------------------	--------------------

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

Page 8 of 13

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.

*** See Attachment V. E. 1.

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

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

NONE

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

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

or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

Page 9 of 13

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No If "Yes," answer the three questions below:

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

Yes No

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

Yes No

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

Yes No

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

Page 10 of 13

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

Page 11 of 13

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

owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

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

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

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

CERTIFICATION

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

CC Media Holdings, Inc.

(Print or type name of Disclosing Party)

(Signature)

Hamlet T. Newsom, Jr.

(Print or type name of person signing)

VP, Associate General Counsel, and Assistant Secretary (Print or type title of person signing)

Signed

at y>ci\ail

o

and sworn to before me on-(date) _
County " fvM/'#,.? (state).

S^p.-.^ ^"0^(7 Notary Public.

Oomj^ssion expires:

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

Yes No

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

SCHEDULE 1

Report Name : Management Structure Entity Name: CC Media Holdings, Inc.

	title, ^E-t::^:^^^		B?!\$Start-K;vt		s^usgl?:::;;;
Abrams, David C	Director	Director	07/30/2008	05/18/2012	Active
Azoff, Irving L	Director	Director	09/27/2010	05/18/2012	Active
Bick, Scott T.	Vice President - Corporate Tax	Officer	--	02/16/2012	Active
Bressler, Richard J.	Director	Director	_	05/18/2012	Active
Brizlus, Charles A.	Director	Director	_	05/16/2012	Active
Casey, Thomas W.	Executive Vice President and Chief Financial Officer	Officer	10/02/2011	02/16/2012	Active
Coleman, Brian D.	Senior Vice President and Treasurer	Officer	_	02/16/2012	Active
Connaughton, John P.	Oirector	Director	--	05/18/2012	Active
Cornick, Greg	Senior Vice President -Financial Ooerations	Officer	02/16/2012	02/16/2012	Active
Cutler, Steven	Senior Vice President -Business Development & Cornrato Stratpvn	Officer	02/16/2012	02/16/2012	Active
Eccleshare, C. William	Chief Executive Officer -Outdoor	Officer	01/24/2012	02/16/2012	Active
Feehan, William B.	Senior Vice President - Human Resources	Officer	_	02/16/2012	Active
Freeman, Matt	Director	Director	12/14/2012	12/14/2012	Active
Gerrald, Pete	Senior Vice President - Chief Information Officer	Officer	02/16/2012	02/16/2012	Active
Goldberg, Wendy	Senior Vice President - Communications	Officer	02/16/2012	02/16/2012	Active
Hamilton, Scott D.	Senior Vice President. Chief Accounting Officer and Assistant	Officer		02/16/2012	Active
Hendrix, Blair E.	Director	Director	10/06/2008	05/18/2012	Active
Hogan, John E.	Chairman and Chief Executive Officer - Clear Channel Media & Fntfirtainmnt	Officer	02/16/2012	02/16/2012	Active
Jacobson, Jonathon S.	Director	Director	07/30/2008	05/18/2012	Active
Link, Janet	Vice President and Associate General Counsel - Litiaation	Officer	_	02/16/2012	Active
Loring, Ian K.	Director	Director	_	05/18/2012	Active
Marventano, Jessica	Senior Vice President - Government Affairs	Officer	_	02/16/2012	Active
Mays, L. Lowry	Chairman Emeritus	Officer	07/28/2008	02/16/2012	Active
Mays, Mark P.	Director	Director	07/30/2008	05/18/2012	Active
Mays, Mark P.	Chairman	Officer	_	02/16/2012	Active
Mays, Randall T.	Director	Director	07/30/2008	05/18/2012	Active
Mays, Randall T.	President and Chief Financial Officer	Officer	07/28/2008	_	Active
Mays, Randall T.	Vice Chairman	Officer	_	_	Active
Newsom, Hamlet T. Jr.	Vice President, Associate General Counsel and Assistant Rpcmtarv	Officer		02/16/2012	Active
Pittman, Robert W.	Director	Director	10/02^011	05/18/2012	Active
Piltman, Robert W.	Chief Executive Officer	Officer	10/02/2011	02/16/2012	Active
Rokosky, David	Vice President - Procurement	Officer	_	02/16/2012	Active
Smith, Duaine	Senior Vice President and General Auditor	Officer	02/16/2012	02/16/2012	Active
Sperling, Scott M.	Director	Director	_	05/18/2012	Active
Walls, Robert H. Jr.	Executive Vice President, General Counsel and Secretary	Officer	10/02/2011	02/16/2012	Active

CC Media Holdings, Inc. Attachment for EDS - Section V.E.1.

Attachment for V.E. 1.

The Disclosing Party is not aware that it has had any 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).

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**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: Clear Channel
Capital IV, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

- 1. the Applicant
OR
- 2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the
2. Applicant in which the Disclosing Party holds an interest:
OR
- 3. a legal entity with a right of control (see Section n.B. I.) State the legal name of the entity in
which the Disclosing Party holds a right of control: CC Media Holdings Inc.

B. Business address of the Disclosing Party: Corporation Trust Center. 1209 Orange Street

Wilmington, DE 19801

C. Telephone: 617-516-2000 Fax: 617-516-2010 Email:

D. Name of contact person: Sean M. Doherty

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

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

Development, installation, and operation of commercial advertising concessions at Chicago O'Hare and Chicago Midway International Airports

G. Which City agency or department is requesting this EDS? Chicago 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 #

Page 1 of 13

SECTION II ~ DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. indicate the nature of the Disclosing Party:

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

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

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

Yos No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit cormorations. also list below all members. if anv. which are legal entities. If there are no such members. write "no

corporations, and not below all members, if any, which are legal entities. If there are no such members, state "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below, must submit an EDS on its own behalf.

Name	Title

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

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

Name	Business Address	Percentage Interest in the
Bain Capital (CC) IX, L.P.	200 Clarendon Street, Boston, MA 02111	6% ownership
Thomas H. Lee Equity Fund VI, L.P.		50% ownership

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

Page 3 of 13

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.
--	------------------	--	---

(Add sheets if necessary)

[x] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities. SECTION V --

CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

compliance with that agreement.

Yes No

B. FURTHER CERTIFICATIONS

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

Page 4 of 13

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

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

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

«the Disclosing Party;

- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section TV, "Disclosure of Subcontractors and Other Retained Parlies");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disinosng Partv or is with the Disclosing Parlv under common control of another person or entity

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 of 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").

Page 5 of 13

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

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

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

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

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

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

Disclosing Party must explain below.

NONE

Page 6 of 13

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

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

NONE

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

NONE ~ --

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. is W is not

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

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

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

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

(attach additional pages if necessary).

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

1. In accordance with Section 2-J 56-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

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

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

Does the Matter involve a City Property Sale?

Yes No

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

Name	Business Address	Nature of Interest
------	------------------	--------------------

N/A

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 BDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

__^_1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued, to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

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

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

NONE

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No If "Yes," answer the three questions below:

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

Yes No

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

Yes No

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

Yes No

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

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

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter whether procurement City assistance or

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

F.3 If the Disclosing Party is the Applicant the Disclosing Party will obtain from any contractors/subcontractors hired

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

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

CERTIFICATION

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

Clear Channel Capital IV, LLC (Print or type name of Disclosing Party)

By: Ryan LaForce (Sigh here)

Ryan LaForce (Print or type name of person signing) Associate General Counsel (Print or type title of person signing)

Signed and sworn to before me on [date] at [location] County, [state]. [Signature] Notary Public. Commission expires: [date]

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following: whether by blood

or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

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

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

Yes No

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

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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:

Clear Channel Capital V, L.P.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. \$ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the

2. Applicant in which the Disclosing Party holds an interest: Clear Channel Outdoor, Inc.

OR

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

B. Business address of the Disclosing Party: Corporation Trust Center, 1209 Orange Street
Wilmington, DB 19801

C. Telephone: 617-516-2000 Fax: 617-516-2010 Email: ilaforee@baincapital.com
<mailto:ilaforee@baincapital.com>

D. Name of contact person: Ryan LaForce

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):
Development, Installation, end operation of commercial advertising concessions at Chicago O'Hare and Chicago Midway International Airports

G. Which City agency or department is requesting this EDS? Chicago 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 #

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SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust

Party:

- Limited liability company
 - Limited liability partnership
 - Joint venture
 - Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?
 Yes No Other (please specify)

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

Delaware

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

ft N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

CC Ccip\W.\ V Am^r, LLC

9g.rWr

:

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

Page 2 of 13

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

Name	Business Address	Percentage Interest in the Disclosing Party
Bam Capital CC Investors L P	200 Clarendon Street. MA 02116 USA	50% ownership
THL Equity Fund VI Investors (Clear Channel), L.P.		38.77% ownership

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes No

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

SECTION IV ~ DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	---

(Add sheets if necessary)

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

CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must

Under Municipal Code Section 2-22-115, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

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

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

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

- Yes No

B. FURTHER CERTIFICATIONS

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

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

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

instituted by the City or by the federal government, any state, or any other unit of local government.

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

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

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

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

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

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

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

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

NONE

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

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

NONE

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. is is not

a "financial institution" as defined in Section 2-32-4SS(b) of the Municipal Code.

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter¹?

Yes No

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

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

Does the Matter involve a City Property Sale?

Yes No

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

Name	Business Address	Nature of Interest
------	------------------	--------------------

N/A

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

E, CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

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comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

NONE

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity

listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No If "Yes," answer the three questions below:

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

Yes No

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

Yes No

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

Yes No

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

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

Clear Channel Capital V, L.P. (Print or type name of Disclosing Party)

Ryan LaForce
(Print or type name of person signing)

Associate General Counsel
(Print or type title of person signing)

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head, A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood

or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

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

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

Yes

No

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

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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:

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. *legal entity holding a direct or indirect interest in the Applicant. State the legal name of the*

Applicant in which the Disclosing Party holds an interest: „,C7Jft£.j2^A!{cJ. Q^t^M.^ixii-:

OR

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

B. Business address of the Disclosing Party: . fy/<? ~fh<fi*-1AS H< P<x.(fu<,*>">j C. P.. .

C. Telephone: j*- IXT/oFb Fax: JtAtJ-JUt Email: gjfCwt @\ -fitl. ferVi^

D. Name of contact person:

E. Federal Employer Identification No. (if you have one): __ _ [.._ - ■

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

G. Which City agency or department is requesting this EDS? Cf&ty* QefT^fojUif *r tfi/tuj-im

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

Specification # _ . _ and Contract #

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SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indiculo the nature ofthe 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:

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

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	() Title	
XtiL. £g.?<Ay.Mi?!&a>...ty Uc-...		£ {&tMJ?°£k*£ -

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

Page 2 of 13

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interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-J 54-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
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SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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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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(Add sheets if necessary)

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

Yes No UKy⁰ person directly or indirectly owns 10% or more of the Disclosing Party.

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

Yes No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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

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

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

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

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

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

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

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

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

A/rs.^ ■ _ _ _ ...

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. \.] is (J>j)is not

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

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

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

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

M-L

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

Yes No

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

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

Does the Matter involve a City Property Sale?

Yes No

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

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below, If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

}■ 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 (above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying

Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with

respect to the Matter: (Add sheets if necessary):

/frVfttL.

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

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

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

Page II of 13

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

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

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

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

CERTIFICATION

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

(Print or type name of Disclosing Party)

(Sign here)

Af±h^l:JiOS.^

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) ^j^c^l^j^l^,--

at Sufifkifc County, Lf/((state).

JU^i^J^i^l^LLU

Notary Public

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NoteryPuWo CwmormwJUi ol Muucftvielb My CommIMJan Expires February 24,2017

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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head

as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

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

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

Yes

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

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FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: THL MANAGERS VI, LLC

Rev. 10/2012

WARNING: Complete this form truthfully. False statements or omissions may result in denial of your application, revocation of your registration, or criminal prosecution. You must keep this form updated by filing periodic amendments. See Form ADV General Instruction 4.

Item 1 Identifying Information

Responses to this Item tell us who you are, where you are doing business, and how we can contact you.

A. Your full legal name (if you are a sole proprietor, your last, first, and middle names): THL MANAGERS VI, LLC

B. Name under which you primarily conduct your advisory business, if different from Item I.A.: THL MANAGERS VI, LLC

List on Section of Schedule D any additional names under which you conduct your advisory business.

C. If this filing is reporting a change in your legal name (Item I.A.) or primary business name (Item I.B.), enter the new name and specify whether the name change is of
r your legal name or F your primary business name:

D. (1) If you are registered with the SEC as an investment adviser, your SEC file number: 801-73483
(2) If you report to the SEC as an exempt reporting adviser, your SEC file number:.

E. **If you have a number ("CRD Number") assigned by the FINRA's CRD system or by the IARD system, your CRD number: 160701**

- If your firm does not have a CRD number, skip this Item I.E. Do not provide the CRD number of one of your officers, employees, or affiliates.

Principal Office and Place of Business

(I)Address (do not use a P.O. Box): Number and Street 1: 100 FEDERAL STREET City: State: BOSTON
Massachusetts

Number and Street 2:

Country:

UNITED STATES

ZIP+4/Postal Code: 02110-1847

If this address is a private residence, check this box: f~

List on Section 1 F. of Schedule D any office, other than your principal office and place of business, at which you conduct investment advisory business. If you are applying for registration, or are registered, with one or more state securities authorities, you must list all of your offices in the state or states to which you are applying for registration or with whom

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you are registered. If you are applying for SEC registration, if you are registered only with the SEC, or if you are reporting to the SEC as an exempt reporting adviser, list the largest five offices in terms of numbers of employees.

2) *Days of week that you normally conduct business at your principal office and place of business:*

Monday - Friday [Other: Normal business hours at this

Monday - Friday Other: Normal business hours at this location: 9:00 AM - 5:00 PM

- 3) Telephone number at this location: 617-227-1050
- 4) Facsimile number at this location: 617-227-3514

G. Mailing address, if different from your principal office and place of business address:

Number and Street 1: _____ Number and Street 2: _____
 City: _____ State: _____ Country: _____ ZIP+4/Postal Code: _____

If this address is a private residence, check this box:

H. If you are a sole proprietor, state your full residence address, if different from your principal office and place of business address in Item I.F.:

Number and Street 1: _____ Number and Street 2: _____
 City: _____ State: _____ Country: _____ ZIP+4/Postal Code: _____

Yes No

I. Do you have one or more websites?

If "yes," list all website addresses on Section 1.1. of Schedule D. If a website address serves as a portal through which to access other information you have published on the web, you may list the portal without listing addresses for all of the other information. Some advisers may need to list more than one portal address. Do not provide individual electronic mail (e-mail) addresses in response to this Item.

J. Provide the name and contact information of your Chief Compliance Officer: If you are an exempt reporting adviser, you must provide the contact information for your Chief Compliance Officer, if you have one. If not, you must complete Item I.K. below.

Name: _____ Other titles, if any: _____
 Telephone number: _____ Facsimile number: _____
 Number and Street 1: _____ Number and Street 2: _____
 City: _____ State: _____ Country: _____ ZIP+4/Postal Code: _____

Electronic mail (e-mail) address, if Chief Compliance Officer has one: _____

Additional Regulatory Contact Person: If a person other than the Chief Compliance Officer is authorized to receive information and respond to questions about this Form ADV, you may provide that information here.

Name: _____ Titles: _____
 Telephone number: _____ Facsimile number: _____

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Number and Street 1: _____ Number and Street 2: _____
 City: _____ State: _____ Country: _____ ZIP+4/Postal Code: _____

Electronic mail (e-mail) address, if contact person has one: _____

Yes No

L. Do you maintain some or all of the books and records you are required to keep under (-Section 204 of the Advisers Act, or similar state law, somewhere other than your principal office and place of business?

If "yes," complete Section 1.M of Schedule D.

Yes No

M. Are you registered with a foreign financial regulatory authority?

Answer "no" if you are not registered with a foreign financial regulatory authority, even if you have an affiliate that is registered with a foreign financial regulatory authority. If "yes," complete Section 1.M of Schedule D.

Yes No

N. Are you a public reporting company under Sections 12 or 15(d) of the Securities Exchange Act of 1934?

If "yes," provide your CIK number (Central Index Key number that the SEC assigns to each public reporting company):

Yes No

O. Did you have \$1 billion or more in assets on the last day of your most recent fiscal year?

f 1

P. Provide your Legal Entity Identifier if you have one:

A legal entity identifier is a unique number that companies use to identify each other in the financial marketplace. In the first half of 2011, the legal entity identifier standard was still in development. You may not have a legal entity identifier.

Item 2 SEC Registration/Reporting

Responses to this Item help us (and you) determine whether you are eligible to register with the SEC. Complete this Item 2.A. only if you are applying for SEC registration or submitting an annual updating amendment to your SEC registration.

A. To register (or remain registered) with the SEC, you must check at least one of the Items 2.A. (1) through 2.A.(12), below. If you are submitting an annual updating amendment to your SEC registration and you are no longer eligible to register with the SEC, check Item 2.A.(13). Part 1A Instruction 2 provides information to help you determine whether you may affirmatively respond to each of these items. You (the adviser):

E (1) are a large advisory firm that either:

- a) has regulatory assets under management of \$100 million (in U.S. dollars) or more, or
- b) has regulatory assets under management of \$90 million (in U.S. dollars) or more at the time of filing its most recent annual updating amendment and is

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registered with the SEC;

H (2) are a mid-sized advisory firm that has regulatory assets under management of \$25 million (in U.S. dollars) or more but less than \$100 million (in U.S. dollars) and you are either:

- a) not required to be registered as an adviser with the state securities authority or the state where you maintain your principal office and place of business, or
- b) *not subject to examination by the state securities authority of the state where you maintain your principal office and place of business;*

Click [HERE](#) for a list of states in which an investment adviser, if registered, would not be subject to examination by the state securities authority.

r*- (3) have your principal office and place of business in Wyoming (which does not regulate advisers);

1**** (4) **have your principal office and place of business outside the United States;**

r (5) **are an investment adviser (or sub-adviser) to an investment company** registered under the Investment Company Act of 1940;

l~ (6) are an investment adviser to a company which has elected to be a business development company pursuant to section 54 of the Investment Company Act of 1940 and has not withdrawn the election, and you have at least \$25 million of regulatory assets under management;

HTi (7) are a pension consultant with respect to assets of plans having an aggregate value of at least \$200,000,000 that qualifies for the exemption in rule 203A-2(a);

l~ (8) are a related adviser under rule 203A-2(b) that controls, is controlled by, or is under common control with, an investment adviser that is registered with the SEC, and your principal office and place of business is the same as the registered adviser;

If you check this box, complete Section 2.A.(8) of Schedule D.

H (9) are a newly formed adviser relying on rule 203A-2(c) because you expect to be eligible for SEC registration within 120 days;

If you check this box, complete Section 2.A.(9) of Schedule D.

H (10) are a multi-state adviser that is required to register in 15 or more states and is relying on rule 203A-2(d);

If you check this box, complete Section 2.A.(10) of Schedule P.

f~ (11) are an Internet adviser relying on rule 203A-2(e);

f~ (12) have received an SEC order exempting you from the prohibition against registration with the SEC;

If you check this box, complete Section 2.A.(12) of Schedule D. H (13) are no longer eligible to remain registered with the SEC,

State Securities Authority Notice Filings and State Reporting by Exempt Reporting Advisers

C. Under state laws, SEC-registered advisers may be required to provide to state securities authorities a copy of the Form ADV and any amendments they file with the SEC. These are called notice filings. In addition, exempt reporting advisers may be required to provide state

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securities authorities with a copy of reports and any amendments they file with the SEC. If this is an initial application or report, check the box(es) next to the state(s) that you would like to receive notice of this and all subsequent filings or reports you submit to the SEC. If this is an amendment to direct your notice filings or reports to additional state(s), check the box(es) next to the state(s) that you would like to receive notice of this and all subsequent filings or reports you submit to the SEC. If this is an amendment to your registration to stop your notice filings or reports from going to state(s) that currently receive them, uncheck the box(es) next to those state(s).

Jurisdictions

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If you are amending your registration to stop your notice filings or reports from going to a state that currently receives them and you do not want to pay that state's notice filing or report filing fee for the coming year, your amendment must be filed before the end of the year (December 31).

Item 3 Form of Organization

(\ . How are you organized? f Corporation

- p Sole Proprietorship
- (- Limited Liability Partnership (LLP)
- (- Partnership
- [?] Limited Liability Company (LLC) r Limited Partnership (LP) r Other (specify);

If you are changing your response to this Item, see Pari LA !iv,rn;< tion 4. B. In what month does your fiscal year end each year?

r_ . 1 . 1 . 4 11"

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DECEMBER

C. Under the laws of what state or country are you organized? State Country

Delaware UNITED STATES

If you are a partnership, provide the name of the state or country under whose laws your partnership was formed. If you are a sole proprietor, provide the name of the state or country where you reside.

If you are changing your response to this Item, see r>-,rc 1A Instrurfw-ri 4.

Item 4 Successions

Yes No

A. Are you, at the time of this filing, succeeding to the business of a registered investment (- ^| adviser?

If "yes", complete Item 4.B. and Section 4 of Schedule D.

B. Date of Succession: (MM/DD/YYYY)

If you have already reported this succession on a previous Form ADV filing, do not report the succession again. Instead, check "No." See Part 1A I (.ruction 4.-

Item 5 Information About Your Advisory Business - Employees, Clients, and Compensation

Responses to this Item help us understand your business, assist us in preparing for on-site examinations, and provide us with data we use when making regulatory policy. Part 1A Instruction 5.a. provides additional guidance to newly formed advisers for completing this Item 5.

Employees

If you are organized as a sole proprietorship, include yourself as an employee in your responses to Item 5.A. and Items 5.B.(1), (2), (3), (4), and (5). If an employee performs more than one function, you should count that employee in each of your responses to Items 5.B.(1), (2), (3), (4), and (5).

A. Approximately how many employees do you have? Include full- and part-time employees but do not include any clerical workers.

70

B. (1) Approximately how many of the employees reported in 5.A. perform investment advisory functions (including research)? 60

(2) Approximately how many of the employees reported in 5.A. are registered representatives of a broker-dealer?

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0

3) *Approximately how many of the employees reported in 5.A. are registered with one or more state securities authorities as investment adviser representatives?*

0

4) *Approximately how many of the employees reported in 5.A. are registered with one or more state*

securities authorities as investment adviser representatives for an investment adviser other than you?

0

5) Approximately how many of the employees reported in 5.A, are licensed agents of an insurance company or agency?

0

6) Approximately how many firms or other persons solicit advisory clients on your behalf? 0

In your response to Item 5.B.(6), do not count any of your employees and count a firm only once - do not count each of the firm's employees that solicit on your behalf.

Clients

In your responses to Items 5.C. and 5.D. do not include as "clients" the investors in a private fund you advise, unless you have a separate advisory relationship with those investors.

C. (1) To approximately how many clients did you provide investment advisory services during your most recently completed fiscal year?

0

1-10

11-25

26-100

More than 100

If more than 100, how many?

(round to the nearest 100) (2) Approximately what

percentage of your clients are non-United States persons? 17%

D. For purposes of this Item 5.D., the category "individuals" includes trusts, estates, and 401(k) plans and IRAs of individuals and their family members, but does not include businesses organized as sole proprietorships. The category "business development companies" consists of companies that have made an election pursuant to section 54 of the Investment Company Act of 1940. Unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940, check "None" in response to Item 5.D.(1)(d) and do not check any of the boxes in response to Item 5.D.(2)(d). <

11-25% 26-50% 51-75% 76-99% 100%

(1) What types of clients do you have? Indicate the approximate percentage that each type of client comprises of your total number of clients. If a client fits into more than one category, check all that apply.

Up to None 10%

a) Individuals (other than high net worth [?] f-individuals)

b) High net worth individuals f

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- c) Banking or thrift institutions
- d) Investment companies
- e) Business development companies
- f) Pooled investment vehicles (other than investment companies)
- g) Pension and profit sharing plans (but not the plan participants)
- h) Charitable organizations
- (i) Corporations or other businesses not listed above
- (j) State or municipal government entities*
- (k) Other investment advisers (l) Insurance companies (m) Other:

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(2) Indicate the approximate amount of your regulatory assets under management (reported in Item 5.F. below) attributable to each of the following type of client. If a c/enf fits into more than one category, check all that apply.

Up to None 25%

up to

50%

Up to

75% >75%

- a) *Individuals (other than high net worth individuals)*
- b) *High net worth individuals*
- c) Banking or thrift institutions
- d) Investment companies
- e) Business development companies
- f) Pooled investment vehicles (other than investment companies) \
- g) Pension and profit sharing plans (but not the plan participants)
- h) Charitable organizations
- (i) Corporations or other businesses not listed

above

above

(j) State or municipal government entities (k) Other investment advisers (l) Insurance companies (m) Other:

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Compensation Arrangements

E. You are compensated for your investment advisory services by (check all that apply):

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- 13 (1) A percentage of assets under your management
- f~ (2) Hourly charges
- f~ (3) Subscription fees (for a newsletter or periodical)
- l~ (4) • Fixed fees (other than subscription fees)
- f~ (5) Commissions
- f~ (6) *Performance-based fees*
- E (7) Other (specify): CARRIED INTEREST

Item 5 Information About Your Advisory Business - Regulatory Assets Under Management

Regulatory Assets Under Management

Yes No

- F. (1) Do you provide continuous and regular supervisory or management services to [^] f securities portfolios?
 (2) If yes, what is the amount of your regulatory assets under management and total number of accounts?

	U.S. Dollar Amount	Total Number of Accounts
Discretionary:	(a) \$ 10,733,520,284	(d) 6
Non-Discretionary:	(b) \$ 0	(e) 0
Total:	(c) \$ 10,733,520,284	(f) 6

Part 1A Instruction 5.b. explains how to calculate your regulatory assets under management. You must follow these instructions carefully when completing this Item.

Item 5 Information About Your Advisory Business - Advisory Activities

Advisory Activities

- G. What type(s) of advisory services do you provide? Check all that apply. P" (1) Financial planning services
 r* (2) Portfolio management for individuals and/or small businesses
 l" (3) Portfolio management for investment companies (as well as "business development companies" that have made an election pursuant to section 54 of the Investment Company Act of 1940) 13 (4) Portfolio management for pooled investment vehicles (other than investment companies)
 f~ (5) Portfolio management for businesses (other than small businesses) or institutional clients (other than registered investment companies and other pooled investment vehicles)
 f~ (6) Pension consulting services
 r (7) Selection of other advisers (including private fund managers)
 l (8) Publication of periodicals or newsletters
 <"~ (g) Security ratings or pricing services
 r (10) Market timing services
 f~ (11) Educational seminars/workshops
 P (12) Other(specify):

Do not check Item 5.G.(3) unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940, including as a subadviser. If you check Item 5.G.(3), report the 811 or 814 number of the investment company or investment companies to which you

provide advice in Section 5.G.(3) of Schedule D.

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H. If you provide financial planning services, to how many clients did you provide these services during your last fiscal year?

0

1 - 10

11-25 26 - 50 51-100 101 - 250

251 - 500 More than 500

If more than 500, how many? (round to the nearest 500)

In your responses to this Item 5.H., do not include as "clients" the investors in a private fund you advise, unless you have a separate advisory relationship with those investors.

I. If you participate in a wrap fee program, do you (check all that apply): P (1) sponsor the wrap fee program? P (2) act as a portfolio manager for the wrap fee program?

If you are a portfolio manager for a wrap fee program, list the names of the programs and their sponsors in Section 5.7.(2) of Schedule D.

If your involvement in a wrap fee program is limited to recommending wrap fee programs to your clients, or you advise a mutual fund that is offered through a wrap fee program, do not check either Item 5.1.(1) or 5.1.(2).

Yes No

J. In response to Item 4.B. of Part 2A of Form ADV, do you indicate that you provide investment advice only with respect to limited types of investments?

Item 6 Other Business Activities

In this Item, we request information about your firm's other business activities.

A. You are actively engaged in business as a (check all that apply):

P (1) broker-dealer (registered or unregistered) ~ (2) registered representative of a broker-dealer

P (3) commodity pool operator or commodity trading advisor (whether registered or exempt from registration) ■ P (4) futures commission

merchant P (5) real estate broker, dealer, or agent P (6) insurance broker or agent

17. (7) bank (including a separately identifiable department or division of a bank)

P (8) trust company

P (9) registered municipal advisor

FT (10) registered security-based swap dealer

P (11) major security-based swap participant

P (12) accountant or accounting firm

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- f~ (13) lawyer or law firm
- l~ (14) other financial product salesperson (specify):

If you engage in other business using a name that is different from the names reported in Items I.A. or I.B, complete Sw-tio-' \. •.>:' S-vice'.iit; D.

Yes No

B. (1) Are you actively engaged in any other business not listed in Item 6.A, (other than p |5 giving investment advice)?

(2) If yes, is this other business your primary business?

p p

If "yes," describe this other business on r-.-.v- <http://r-.-.v-> Nnr- ' .; .■.. .>" i,-.n-,u ' :■ •*:' and if you engage in this business under a different name, provide that name.

Yes No

(3) Do you sell products or provide services other than investment advice to your p advisory clients?

If "yes," describe this other business on Suction 6.13. fl) of Scncdc'c D, and if you engage in this business under a different name, provide that name.

Item 7 Financial Industry Affiliations and Private Fund Reporting

In this Item, we request information about your financial industry affiliations and activities. This information identifies areas in which conflicts of interest may occur between you and your clients.

A. This part of Item 7 requires you to provide information about you and your related persons, including foreign affiliates.

Your related persons are all of your advisory affiliates and any person that is under common control with you. You have a related person that is a (check all that apply):

- F (1) broker-dealer, municipal securities dealer, or government securities broker or dealer (registered or unregistered) E l (2) other investment adviser (including financial planners) f~ (3) registered municipal advisor l"" (4) registered security-based swap dealer l~ (5) major security-based swap participant
- r (6) commodity pool operator or commodity trading advisor (whether registered or exempt from registration) l"" (7) futures commission merchant f" (8) banking or thrift institution f~ (9) trust company l~ (10) accountant or accounting firm f~ (11) lawyer or law firm r~ (12) insurance company or agency f~ (13) pension consultant r (14) real estate broker or dealer f~ (15) sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles 13 (16) sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

For each related person, including foreign affiliates that may not be registered or required to be registered in the United States, complete Section 7.A of ScnenuJ- D.

You do not need to complete Section 7.A. of Schedule D for any related person if: (1) you have

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no business dealings with the related person in connection with advisory services you provide to your clients; (2) you do not conduct shared operations with the related person; (3) you do not refer clients or business to the related person, and the related person does not refer prospective clients or business to you; (4) you do not share supervised persons or premises with the related person; and (5) you have no reason to believe that your relationship with the related person otherwise creates a conflict of interest with your clients.

You must complete Section 7.A. of Schedule D for each related person acting as qualified custodian in connection with advisory services you provide to your clients (other than any mutual fund transfer agent pursuant to rule 206(4)-2(b)(1)), regardless of whether you have determined the related person to be operationally independent under rule 206(4)-2 of the Advisers Act.

Yes No

B. Are you an adviser to any private fund?

If "yes," then for each private fund that you advise, you must complete a Section 7.B.C) of Schedule D, except in certain circumstances described in the next sentence and in Instruction 6 of the Instructions. If another adviser reports this information with respect to any such private fund in Section 7.B.(1) of Schedule D of its Form ADV (e.g., if you are a subadviser), do not complete Section 7.B.(1) of Schedule D with respect to that private fund. You must, instead, complete Section 7.B.(2) of Schedule D.

In either case, if you seek to preserve the anonymity of a private fund client by maintaining its identity in your books and records in numerical or alphabetical code, or similar designation, pursuant to rule 204-2(d), you may identify the private fund in Section 7.B.(1) or 7.B.(2) of Schedule D using the same code or designation in place of the fund's name.

Item 8 Participation or Interest in Client Transactions

In this Item, we request information about your participation and interest in your clients' transactions. This information identifies additional areas in which conflicts of interest may occur between you and your clients.

Like Item 7, Item 8 requires you to provide information about you and your related persons, including foreign affiliates.

Proprietary Interest in Client Transactions

A. Do you or any related person:

- 1) buy securities for yourself from advisory clients, or sell securities you own to advisory clients (principal transactions)?
- 2) buy or sell for yourself securities (other than shares of mutual funds) that you also recommend to advisory clients?
- 3) recommend securities (or other investment products) to advisory clients in which you or any related person has some other proprietary (ownership) interest (other than those mentioned in Items 8.A.(i) or (2))?

Sales Interest in Client Transactions

B. Do you or any related person:

Yes No

- 1) as a broker-dealer or registered representative of a broker-dealer, execute securities trades for brokerage customers in which advisory client securities are sold to or bought from the brokerage customer (agency cross transactions)?
- 2) recommend purchase of securities to advisory clients for which you or any related person serves as underwriter, general or managing partner, or purchaser

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representative?

(3) recommend purchase or sale of securities to advisory clients for which you or any related person has any other sales interest (other than the receipt of sales commissions as a broker or registered representative of a broker-dealer)?

Investment or Brokerage Discretion

- C. Do you or any related person have discretionary authority to determine the:
- | | | |
|--|-----|----|
| | Yes | No |
| 1) securities to be bought or sold for a client's account? | ^ | p |
| 2) amount of securities to be bought or sold for a client's account? | ^ | p |
| 3) broker or dealer to be used for a purchase or sale of securities for a client's account? | [SJ | p |
| 4) commission rates to be paid to a broker or dealer for a client's securities transactions? | | |
- D. If you answer "yes" to C.(3) above, are any of the brokers or dealers related persons? p
- E. Do you or any related person recommend brokers or dealers to clients? p
- F. If you answer "yes" to E above, are any of the brokers or dealers related persons? p
- G. (1) Do you or any related person receive research or other products or services other than execution from a broker-dealer or a third party ("soft dollar benefits") in connection with client securities transactions?
(2) If "yes" to G.(1) above, are all the "soft dollar benefits" you or any related persons receive eligible "research or brokerage services" under section 28(e) of the Securities Exchange Act of 1934?
- H. Do you or any related person, directly or indirectly, compensate any person for cV/enr p referrals?
- I. Do you or any related person, directly or indirectly, receive compensation from any person for c//enr referrals?

In responding to Items 8.H and 8.1., consider all cash and non-cash compensation that you or a related person gave to (in answering Item 8.H) or received from (in answering Item 8.1) any person in exchange for client referrals, including any bonus that is based, at least in part, on the number or amount of client referrals.

Item 9 Custody

In this Item, we ask you whether you or a related person has custody of client (other than clients that are investment companies registered under the Investment Company Act of 1940) assets and about your custodial practices.

- A. (1) Do you have custody of any advisory clients':
- a) cash or bank accounts?
 - b) securities?

Yes No
r
r.

If you are registering or registered with the SEC, answer "No" to Item 9.A.(1)(a) and (b) if you have custody solely because (i) you deduct your advisory fees directly from your clients'

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accounts, or (ii) a related person has custody of client assets in connection with advisory services you provide to clients, but you have overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)-(2)(d)(5)) from the related person.

(2) If you checked "yes" to Item 9.A.(1)(a) or (b), what is the approximate amount of client funds and securities and total number of clients for which you have custody:

U.S. Dollar Amount	Total Number of Clients
--------------------	-------------------------

(a)\$0	(b)0
--------	------

Yes No

If you are registering or registered with the SEC and you have custody solely because you deduct your advisory fees directly from your clients' accounts, do not include the amount of those assets and the number of those clients in your response to Item 9.A.(2). If your related person has custody of client assets in connection with advisory services you provide to clients, do not include the amount of those assets and number of those clients in your response to 9.A. (2). Instead, include that information in your response to Item 9.B.(2).

B. (1) In connection with advisory services you provide to clients, do any of your related

persons have custody of any of your advisory clients':

a) cash or bank accounts?

b) securities?

You are required to answer this item regardless of how you answered Item 9.A.(1)(a) or (b).

(2) If you checked "yes" to Item 9.B.(1)(a) or (b), what is the approximate amount of client funds and securities and total number of clients for which your related persons have custody:

U.S. Dollar Amount	Total Number of Clients
--------------------	-------------------------

(a) \$ 7,232,499,680	(b) 6
----------------------	-------

C. If you or your related persons have custody of client funds or securities in connection with advisory services you provide to clients, check all the following that apply:

- 1) A qualified custodian(s) sends account statements at least quarterly to the H investors in the pooled investment vehicle(s) you manage.
- 2) An independent public accountant audits annually the pooled investment vehicle(s) E that you manage and the audited financial statements are distributed to the investors in the pools.
- 3) An independent public accountant conducts an annual surprise examination of c//enr f funds and securities.
- 4) An independent public accountant prepares an internal control report with respect H" to custodial services when you or your related persons are qualified custodians for c//enr funds and securities.

If you checked Item 9.C.(2), C.(3) or C.(4), list in Section 9.C. of Schedule D the accountants that are engaged to perform the audit or examination or prepare an internal control report. (If you checked Item 9.C.(2), you do not have to list auditor information in Section 9.C. of Schedule D if you already provided this information with respect to the private funds you advise in Section 7.B.(i) of Schedule D).

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Yes No

D. *Do you or your related person(s) act as qualified custodians for your clients in connection with advisory services you provide to clients?*

- 1) you act as a qualified custodian
- 2) your related person(s) act as qualified custodian(s)

If you checked "yes" to Item 9.D.(2), all related persons that act as qualified custodians (other than any mutual fund transfer agent pursuant to rule 206(4)-2(b)(1)) must be identified in Schedule C, regardless of whether you have determined the related person to be operationally independent under rule 206(4)-2 of the Advisers Act.

E. If you are filing your annual updating amendment and you were subject to a surprise examination by an independent public accountant during your last fiscal year, provide the date (MM/YYYY) the examination commenced:

F. *If you or your related persons have custody of client funds or securities, how many persons, including, but not limited to, you and your related persons, act as qualified custodians for your clients in connection with advisory services you provide to clients?*

2

Item 10 Control Persons

In this Item, we ask you to identify every person that, directly or indirectly, controls you.

If you are submitting an initial application or report, you must complete Schedule A and Schedule B. Schedule A asks for information about your direct owners and executive officers. Schedule B asks for information about your indirect owners. If this is an amendment and you are updating information you reported on either Schedule A or Schedule B (or both) that you filed with your initial application or report, you must complete Schedule C.

Yes No

A. Does any person not named in Item 1.A. or Schedules A, B, or C, directly or indirectly, control your management or policies?

If yes, complete Section 10.A. of Schedule D.

B. If any person named in Schedules A, B, or C or in Section 10.A. of Schedule D is a public reporting company under Sections 12 or 15(d) of the Securities Exchange Act of 1934, please complete Section 10.13. of Schedule D.

Item 11 Disclosure Information

In this Item, we ask for information about your disciplinary history and the disciplinary history of all your advisory affiliates. We use this information to determine whether to grant your application for registration, to decide whether to revoke your registration or to place limitations on your activities as an investment adviser, and to identify potential problem areas to focus on during our on-site examinations. One event may result in "yes" answers to more than one of the questions below.

Your advisory affiliates are: (1) all of your current employees (other than employees performing only clerical, administrative, support or similar functions); (2) all of your officers, partners, or directors (or any person performing similar functions); and (3) all persons directly or indirectly controlling you or controlled by you. If you are a "separately identifiable department or division" (SID) of a bank, see the Glossary of Terms to determine who your advisory affiliates are.

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If you are registered or registering with the SEC or if you are an exempt reporting adviser, you may limit your disclosure of any event listed in Item 11 to ten years following the date of the event. If you are registered or registering with a state, you must respond to the questions as posed; you may, therefore, limit your disclosure to ten years following the date of an event only in responding to Items 11.A.(1), 11.A.(2), II.B.(I), 11.B.(2), 11.D.(4), and II.H.(I)(a). For purposes of calculating this ten-year period, the date of an event is the date the final order, judgment, or decree was entered, or the date any rights of appeal from preliminary orders, judgments, or decrees lapsed.

You must complete the appropriate Disclosure Reporting Page ("DRP") for "yes" answers to the questions in this Item 11.

Yes No

Do any of the events below involve you or any of your supervised persons? p

For "yes" answers to the following questions, complete a Criminal Action DRP:

- A. In the past ten years, have you or any advisory affiliate:
- | | | |
|---|-----|----|
| | Yes | No |
| 1) <i>been convicted of or pled guilty or nolo contendere ("no contest") in a domestic,</i> | <- | |
| 1) <i>foreign, or military court to any felony?</i> | | |
| 2) <i>been charged with any felony?</i> | C~ | |

If you are registered or registering with the SEC, or if you are reporting as an exempt reporting adviser, you may limit your response to Item 11.A.(2) to charges that are currently pending.

In the past ten years, have you or any advisory affiliate:

- 1) *been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, r, foreign, or military court to a misdemeanor involving: investments or an investment-related business, or any fraud, false statements, or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses?*
- 2) *been charged with a misdemeanor listed in Item II.B.(I)? <~*

If you are registered or registering with the SEC, or if you are reporting as an exempt reporting adviser, you may limit your response to Item II.B.(2) to charges that are currently pending.

For "yes" answers to the following questions, complete a Regulatory Action DRP:

- C. Has the SEC or the Commodity Futures Trading Commission (CFTC) ever:
- | | | |
|---|-----|----|
| | Yes | No |
| 1) <i>found you or any advisory affiliate to have made a false statement or omission? p</i> | | |
| 2) <i>found you or any advisory affiliate to have been involved in a violation of SEC or p. CFTC regulations or statutes?</i> | | |
| 3) <i>found you or any advisory affiliate to have been a cause of an Investment-related r-business having its authorization to do business denied, suspended, revoked, or restricted?</i> | | |
| 4) <i>entered an order against you or any advisory affiliate in connection with investment- r related activity?</i> | | |
| 5) <i>imposed a civil money penalty on you or any advisory affiliate, or ordered you or r any advisory affiliate to cease and desist from any activity?</i> | | |

D. *Has any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority:*

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- 1) ever found you or any advisory affiliate to have made a false statement or omission, p or been dishonest, unfair, or unethical?
- 2) ever found you or any advisory affiliate to have been involved in a violation of p investment-related regulations or statutes?
- 3) ever found you or any advisory affiliate to have been a cause of an investment- p related business having its authorization to do business denied, suspended, revoked, or restricted?
- 4) in the past ten years, entered an order against you or any advisory affiliate in p connection with an investment-related activity?
- 5) ever denied, suspended, or revoked your or any advisory affiliate's registration or p license, or otherwise prevented you or any advisory affiliate, by order, from associating with an investment-related business or restricted your or any advisory affiliate's activity?

Has any self-regulatory organization or commodities exchange ever:

- 1) found you or any advisory affiliate to have made a false statement or omission? p ^
- 2) found you or any advisory affiliate to have been involved in a violation of its rules p (other than a violation designated as a "minor rule violation" under a plan approved by the SEC)?
- 3) found you or any advisory affiliate to have been the cause of an investment-related p. business having its authorization to do business denied, suspended, revoked, or restricted?
- 4) *disciplined you or any advisory affiliate by expelling or suspending you or the* p J__
- 4) *advisory affiliate from membership, barring or suspending you or the advisory affiliate from association with other members, or otherwise restricting your or the advisory affiliate's activities?*

Has an authorization to act as an attorney, accountant, or federal contractor granted to p ^ you or any advisory affiliate ever been revoked or suspended?

Are you or any advisory affiliate now the subject of any regulatory proceeding that p |^ could result in a "yes" answer to any part of Item 11.C, 11.D., or 11.E.?

For "yes" answers to the following questions, complete a Civil Judicial Action DRP:

- H. (1) Has any domestic or foreign court: Yes No
- a) in the past ten years, enjoined you or any advisory affiliate in connection with p |<~ any investment-related activity?
 - b) ever found that you or any advisory affiliate were involved in a violation of p. ^ investment-related statutes or regulations?
 - c) *ever dismissed, pursuant to a settlement agreement, an investment-related civil p. |j action brought against you or any advisory affiliate by a state or foreign financial regulatory authority?*
- (2) Are you or any advisory affiliate now the subject of any civil proceeding that could p ^ result in a "yes" answer to any part of Item 11.H.(1)?

Item 12 Small Businesses

The SEC is required by the Regulatory Flexibility Act to consider the effect of its regulations on small entities. In order to

do this, we need to determine whether you meet the definition of "small

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business" or "small organization" under rule 0-7.

Answer this Item 12 only if you are registered or registering with the SEC and you indicated in response to Item 5.F.(2) (c) that you have regulatory assets under management of less than \$25 million. You are not required to answer this Item 12 if you are filing for initial registration as a state adviser, amending a current state registration, or switching from SEC to state registration.

For purposes of this Item 12 only:

- Total Assets refers to the total assets of a firm, rather than the assets managed on behalf of clients. In determining your or another person's total assets, you may use the total assets shown on a current balance sheet (but use total assets reported on a consolidated balance sheet with subsidiaries included, if that amount is larger).
- *Control means the power to direct or cause the direction of the management or policies of a person, whether through ownership of securities, by contract, or otherwise. Any person that directly or indirectly has the right to vote 25 percent or more of the voting securities, or is entitled to 25 percent or more of the profits, of another person is presumed to control the other person.*

Yes No

A. Did you have total assets of \$5 million or more on the last day of your most recent fiscal p p year?

If "yes," you do not need to answer Items 12.B. and 12.C.

B. Do you:

- 1) control another investment adviser that had regulatory assets under management p p (calculated in response to Item 5.F.(2)(c) of Form ADV) of \$25 million or more on the last day of its most recent fiscal year?
- 2) control another person (other than a natural person) that had total assets of \$5 C C. million or more on the last day of its most recent fiscal year?

C. Are you:

- 1) controlled by or under common control with another investment adviser that had p p regulatory assets under management (calculated in response to Item 5.F.(2)(c) of Form ADV) of \$25 million or more on the last day of its most recent fiscal year?
- 2) controlled by or under common control with another person (other than a natural p p person) that had total assets of \$5 million or more on the last day of its most recent fiscal year?

Part 2 Brochures

Exemption from brochure delivery requirements for SEC-registered advisers

SEC rules exempt SEC-registered advisers from delivering a firm brochure to some kinds of clients. If these exemptions excuse you from delivering a brochure to all of your advisory clients, you do not have to prepare a brochure. ;

Yes No

Are you exempt from delivering a brochure to all of your clients under these rules? p If no, complete the ADV Part 2 filing below.

Brochures

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Note: These documents are available as Portable Document Format (PDF) files. If you do not have the Adobe Acrobat Reader to view PDF files, please click here to download.

Brochure Name	Date Submitted	Date Last Confirmed
---------------	----------------	---------------------

THL MANAGERS VI. LLC AND THL MANAGERS V, LLC -PART 2A OF FORM ADV: FIRM BROCHURE	THL01/11/2013	
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Schedule A

Direct Owners and Executive Officers

1. Complete Schedule A only if you are submitting an initial application or report. Schedule A asks for information about your direct owners and executive officers. Use Schedule C to amend this information.
2. Direct Owners and Executive Officers. List below the names of:
 - a) each Chief Executive Officer, Chief Financial Officer, Chief Operations Officer, Chief Legal Officer, Chief Compliance Officer (Chief Compliance Officer is required if you are registered or applying for registration and cannot be more than one individual), director, and any other individuals with similar status or functions;
 - b) if you are organized as a corporation, each shareholder that is a direct owner of 5% or more of a class of your voting securities, unless you are a public reporting company (a company subject to Section 12 or 15(d) of the Exchange Act);
Direct owners include any person that owns, beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 5% or more of a class of your voting securities. For purposes of this Schedule, a person beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.
 - c) if you are organized as a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 5% or more of your capital;
 - d) in the case of a trust that directly owns 5% or more of a class of your voting securities, or that has the right to receive upon dissolution, or has contributed, 5% or more of your capital, the trust and each trustee; and
 - e) If you are organized as a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 5% or more of your capital, and (ii) if managed by elected managers, all elected managers.
3. Do you have any indirect owners to be reported on Schedule B? *ISves* *No*
4. In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is an entity incorporated or domiciled in a foreign country, or "I" if the owner or executive officer is an individual.
D - 50% but less than 75%
E - 75% or more
5. Complete the Title or Status column by entering board/management titles; status as partner, trustee, sole proprietor, elected manager, shareholder, or member; and for shareholders or members, the class of securities owned (if more than one is issued).
6. Ownership codes are: NA - less than 5% B - 10% but less than 25% C - 25% but less than 10% 50% 7.(a) In the Control Person column, enter "Yes" if the person has control as defined in the Glossary of Terms to Form ADV, and enter "No" if the person does not have control. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are control persons.
 - b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or 15(d) of the Exchange Act.
 - c) Complete each column.

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FULL LEGAL NAME (Individuals: Last Name, First Name, Middle Name)	DE/FE/I	Status	Date Status Acquired MM/YYYY	Ownership Code	Control Person	PR	CRD No. If None: S.S. No. and Date of Birth, IRS Tax No. or Employer ID No.
THOMAS H. LEE PARTNERS, L.P.	DE	MANAGING MEMBER	04/2006	E	Y	N	04-3473822
DINOVI, ANTHONY, JOSEPH	I	CO-PRESIDENT; MANAGING DIRECTOR	01/1993	NA	Y	N	4448879
HOLDEN, CHARLES, I PATRICK		CHIEF FINANCIAL OFFICER; MANAGING DIRECTOR	01/2008	NA	Y	N	6023715
PRICE, ARTHUR, BRODERICK	I	CHIEF COMPLIANCE OFFICER; ASSISTANT GENERAL COUNSEL	07/2011	NA	Y	N	6023716
SPERLING, SCOTT, MITCHELL	I	CO-PRESIDENT; MANAGING DIRECTOR	09/1994	NA	Y	N	4406830
WOLKON, SHARI, HOPE	I	GENERAL COUNSEL; MANAGING DIRECTOR	11/2007	NA	Y	N	6023717

Schedule B Indirect Owners

1. Complete Schedule B only if you are submitting an initial application. Schedule B asks for information about your indirect owners; you must first complete Schedule A, which asks for information about your direct owners. Use Schedule C to amend this information.
2. Indirect Owners. With respect to each owner listed on Schedule A (except individual owners), list below:
 - a) in the case of an owner that is a corporation, each of its shareholders that beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 25% or more of a class of a voting security of that corporation;

For purposes of this Schedule, a person beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.
 - b) in the case of an owner that is a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 25% or more of the partnership's capital;
 - c) in the case of an owner that is a trust, the trust and each trustee; and
 - d) in the case of an owner that is a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 25% or more of the LLC's

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capital and (iii) if managed by elected managers, all elected managers

- Capital, and (ii) if managed by elected managers, all elected managers.
3. Continue up the chain of ownership listing all 25% owners at each level. Once a public reporting company (a company subject to Sections 12 or 15(d) of the Exchange Act) is reached, no further ownership information need be given.
 4. In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is an entity incorporated or domiciled in a foreign country, or "I" if the owner is an individual.
 5. Complete the Status column by entering the owner's status as partner, trustee, elected manager, shareholder, or member; and for shareholders or members, the class of securities owned (if more than one is issued).
 E - 75% or more
 C - 25% but less than 50%
 D - 50% but less than 75%
 6. Ownership codes are:
 F - Other (general partner, trustee, or elected manager) ¹
 - a) In the Control Person column, enter "Yes" if the person has control as defined in the Glossary of Terms to Form ADV, and enter "No" if the person does not have control. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are control persons.
 - b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or 15(d) of the Exchange Act.
- (c) Complete each column.

FULL LEGAL NAME (Individuals: Last Name, First Name, Middle Name)	DE/FE/I	Entity in Which Interest is Owned	Status	Date Status Acquired MM/YYYY	Ownership Code	Control Person	PR	CRD No. If None: S.S. No. and Date of Birth, IRS Tax No. or Employer ID No.
THOMAS H.LEE ADVISORS, LLC	DE	THOMAS H. LEE PARTNERS, L.P.	GENERAL PARTNER	06/1999	F	Y	N	04- 3473820
GREAT-WEST INVESTORS LP	DE	THOMAS H. LEE PARTNERS, LP.	LIMITED PARTNER	08/2007	C	Y	N	26- 0622039
GREAT-WEST INVESTORS LP INC.	DE	GREAT-WEST INVESTORS LP	LIMITED PARTNER	08/2007	E	Y	N	26- 0621883
GREAT-WEST INVESTORS GP INC.	DE	GREAT-WEST INVESTORS LP	GENERAL PARTNER	08/2007	F	Y	N	26- 0621944
GREAT-WEST INVESTORS LLC	DE	GREAT-WEST INVESTORS LP INC.	SOLE SHAREHOLDER	08/2007	E	Y	N	26- 0621804
GREAT-WEST INVESTORS HOLDCO INC.	DE	GREAT-WEST INVESTORS LLC	SOLE MEMBER	08/2007	E	Y	N	26- 0621688

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GWLTHL PRIVATE EQUITY I INC.	FE	GREAT-WEST INVESTORS HOLDCO INC.	SOLE SHAREHOLDER	08/2007	E	Y	N	' 98- 0677115
THE GREAT-WEST LIFE	FE	GWLTHL PRIVATE	SHAREHOLDER	08/2007	D	Y	N	98- 0000673

WEST LIFE ASSURANCE COMPANY		PRIVATE EQUITY I INC.						
THE CANADA LIFE ASSURANCE COMPANY	FE	GWLTHL PRIVATE EQUITY I INC.	SHAREHOLDER	08/2007	C	Y	N	38- 0397420
GREAT-WEST LIFECO INC.	FE	THE GREAT-WEST LIFE ASSURANCE COMPANY	SOLE SHAREHOLDER	05/1986	E	Y	Y	98- 0422127
GREAT-WEST LIFECO INC.	FE	THE CANADA LIFE ASSURANCE COMPANY	SOLE SHAREHOLDER	07/2003	E	Y	Y	98- 0422127
THL HOLDCO, LLC	DE	THOMAS H. LEE ADVISORS, LLC	MANAGING MEMBER	02/2012	F	Y	N	45- 4418660

Schedule D

SECTION I.B. Other Business Names

List your other business names and the jurisdictions in which you use them. You must complete a separate Schedule D Section I.B. for each business name.

Name: THL MANAGERS V, LLC (RELYING ADVISER)

Jurisdictions jr~AL

In ak

IHaz IHar in ca

: r CO

ir-cr ir de ;r dc ITfl :P ga

;T GU

r hi

hid r il r in r ia n ks r ky r la r me r md E ma r mi r mn

P MS

r mo r mt r ne r nv r nh r nj r nm r ny r n'c r. nd r oh r ok r. or

, r pa¹ r pr ; Tri . r sc

: T SD \ TTN

: Ttx ; Tut ; T vt

: rvi ; r va \ n wa , rr. wv . r wi

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r Other:

SECTION I.F. Other Offices

No Information Filed

SECTION 1.1. Website Addresses

List your website addresses. You must complete a separate Schedule D Section 1.1. for each website address.

Website Address: WWW.THL.COM <http://WWW.THL.COM>

SECTION I.L. Location of Books and Records

No Information Filed

SECTION I.M. Registration with Foreign Financial Regulatory Authorities

No Information Filed

SECTION 2.A.(8) Related Adviser

If you are relying on the exemption in rule 203A-2(b) from the prohibition on registration because you control, are controlled by, or are under common control with an investment adviser that is registered with the SEC and your principal office and place of business is the same as that of the registered adviser, provide the following information:

Name of Registered Investment Adviser

CRD Number of Registered Investment Adviser

SEC Number of Registered Investment Adviser 801 -

SECTION 2.A.(9) Newly Formed Adviser

If you are relying on rule 203A-2(c), the newly formed adviser exemption from the prohibition on registration, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations. You must make both of these representations:

I am not registered or required to be registered with the SEC or a state securities authority and I have a reasonable expectation that I will be eligible to register with the SEC within 120 days after the date my registration with the SEC becomes effective. If I undertake to withdraw from SEC registration if, on the 120th day after my registration with the SEC becomes effective, I would be prohibited by Section 203A(a) of the Advisers Act from registering with the SEC.

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SECTION 2.A.(10) Multi-State Adviser

If you are relying on rule 203A-2(d), the multi-state adviser exemption from the prohibition on registration, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations.

If you are applying for registration as an investment adviser with the SEC, you must make both of these representations:

P I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of 15 or more states to register as an investment adviser with the state securities authorities in those states.

H I undertake to withdraw from SEC registration if I file an amendment to this registration indicating that I would be required by the laws of fewer than 15 states to register as an investment adviser with the state securities authorities of those states.

If you are submitting your annual updating amendment, you must make this representation:

P Within 90 days prior to the date of filing this amendment, I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of at least 15 states to register as an investment adviser with the state securities authorities in those states.

SECTION 2.A.(12) SEC Exemptive Order

If you are relying upon an SEC order exempting you from the prohibition on registration, provide the following information:

Application Number: 803-

Date of order.

SECTION 4 Successions

No Information Filed

SECTION 5.G.(3) Advisers to Registered Investment Companies and Business Development Companies

No Information Filed

SECTION 5.1.(2) Wrap Fee Programs

No Information Filed

SECTION 6.A. Names of Your Other Businesses

No Information Filed

SECTION 6.B.(2) Description of Primary Business

Describe your primary business (not your investment advisory business):

If you engage in that business under a different name, provide that name:

SECTION 6.B.(3) Description of Other Products and Services

Describe other products or services you sell to your c/enr, You may omit products and services that you listed in Section 6.B.(2) above.

If you engage in that business under a different name, provide that name.

SECTION 7.A. Financial Industry Affiliations

Complete a separate Schedule D Section 7.A. for each related person listed in Item 7.A.

1. Legal Name of Related Person: THL EQUITY ADVISORS VI, LLC
2. Primary Business Name of Related Person: THL EQUITY ADVISORS VI, LLC
3. Related Person's SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-) or Other
4. Related Person's CRD Number (if any):
5. Related Person is: (check all that apply)
 - a) broker-dealer, municipal securities dealer, or government securities broker or dealer
 - b) other investment adviser (including financial planners)
 - c) registered municipal advisor
 - d) registered security-based swap dealer
 - e) major security-based swap participant
 - f) commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
 - g) futures commission merchant
 - h) banking or thrift institution
 - i) trust company
 - j) accountant or accounting firm
 - k) lawyer or law firm
 - l) insurance company or agency
 - m) pension consultant
 - n) real estate broker or dealer
 - o) sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
 - p) sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

Yes No

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6. Do you control or are you controlled by the related person? ,
7. Are you and the related person under common control? |3 p
8. (a) Does the related person act as a qualified custodian for your clients in connection with advisory services you provide to clients?
p
b) If you are registering or registered with the SEC and you have answered "yes," to f- p question 8(a) above, have you overcome the presumption that you are not operationally independent (pursuant to rule 206(4)-(2)(d) (5)) from the related person and thus are not required to obtain a surprise examination for your clients' funds or securities that are maintained at the related person?
p
c) If you have answered "yes" to question 8.(a) above, provide the location of the related person's office responsible for custody of your clients' assets:
Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:
If this address is a private residence, check this box: P
- Yes No
9. (a) If the related person is an investment adviser, is it exempt from registration? p (b) If the answer is yes, under what exemption?
10. (a) Is the related person registered with a foreign financial regulatory authority ? p
(b) If the answer is yes, list the name and country, in English, of each foreign financial regulatory authority with which the related person is registered.
No Information Filed
11. Do you and the related person share any supervised persons? ^ p
12. Do you and the related person share the same physical location? __\ p

1. Legal Name of Related Person:
THL ADVISORS (ALTERNATIVE) VI, L.P.
2. Primary Business Name of Related Person: THL
ADVISORS (ALTERNATIVE) VI, L.P.
3. Related Person's SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-) or
Other
4. Related Person's CRD Number (if any):
5. Related Person is: (check all that apply)

IAPD - View All

- a) F broker-dealer, municipal securities dealer, or government securities broker or dealer
- b) E other investment adviser (including financial planners)
- c) L~ registered municipal advisor
- d) fT registered security-based swap dealer
- e) P major security-based swap participant
- f) F commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- g) f" futures commission merchant
- h) IT banking or thrift institution
- (i) f~ trust company
- (j) r accountant or accounting firm
- (k) T lawyer or law firm
- (l) rr insurance company or agency
- (m) rr pension consultant
- (n) r real estate broker or dealer
- (o) F sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
- (p) E sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

Yes No

6. Do you control or are you controlled by the related person?

7. Are you and the related person under common control?

- 8. (a) Does the related person act as a qualified custodian for your clients in connection p with advisory services you provide to clients?
- b) If you are registering or registered with the SEC and you have answered "yes," to p p question 8(a) above, have you overcome the presumption that you are not operationally independent (pursuant to rule 206(4)-(2)(d) (5)) from the related person and thus are not required to obtain a surprise examination for your clients' funds or securities that are maintained at the related person?
- c) If you have answered "yes" to question 8.(a) above, provide the location of the related person's office responsible for custody of your clients' assets:
 Number and Street 1: _____ Number and Street 2: _____
 City: _____ State: _____ Country: _____ ZIP+4/Postal Code: _____
 If this address is a private residence, check this box: l~

Yes No

9. (a) If the related person is an investment adviser, is it exempt from registration? p

(b) If the answer is yes, under what exemption?

10. (a) Is the related person registered with a foreign financial regulatory authority ? p

(b) If the answer is yes, list the name and country, in English, of each foreign financial regulatory authority with which the related person is registered.

More Information Filed

NO INFORMATION FILED

11. Do you and the related person share any supervised persons?

^_ \ p

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12. Do you and the related person share the same physical location?

1. Legal Name of Related Person:

THL ADVISORS (ALTERNATIVE) V, L.P.

2. Primary Business Name of Related Person: THL ADVISORS (ALTERNATIVE) V, L.P.

3. Related Person's SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-) or Other

4. Related Person's CRD Number (if any):

5. Related Person is: (check all that apply)

- a) H broker-dealer, municipal securities dealer,- or government securities broker or dealer
- b) E other investment adviser (including financial planners)
- c) r registered municipal advisor
- d) r registered security-based swap dealer
- e) F major security-based swap participant
- f) r. commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- g) f~ futures commission merchant
- h) FT. banking or thrift institution
- (i) r~ trust company
- (j) C accountant or accounting firm
- (k) r lawyer or law firm
- (l) r~ insurance company or agency
- (m) r pension consultant
- (n) f~ real estate broker or dealer
- (o) P sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
- (p) E sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

Yes No

6. Do you control or are you controlled by the related person?

(c) If the answer is yes, under what exemption: RULE 200(m) ?

10. (a) Is the related person registered with a foreign financial regulatory authority ?

(b) If the answer is yes, list the name and country, in English, of each foreign financial regulatory authority with which the related person is registered.

No Information Filed

11. Do you and the related person share any supervised persons?

12. Do you and the related person share the same physical location?

Legal Name of Related Person:

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NORTH BAY CAPITAL FUND GP, L.P.

2. Primary Business Name of Related Person: NORTH BAY CAPITAL FUND GP, L.P.

3. Related Person's SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-) or Other

4. Related Person's CRD Number (if any):

5. Related Person is: (check all that apply)

- a) broker-dealer, municipal securities dealer, or government securities broker or dealer
- b) other investment adviser (including financial planners)
- c) registered municipal advisor
- d) registered security-based swap dealer
- e) major security-based swap participant
- f) commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- g) futures commission merchant
- h) banking or thrift institution
- (i) trust company
- (j) accountant or accounting firm
- (k) lawyer or law firm
- (1) insurance company or agency
- (m) pension consultant
- (n) real estate broker or dealer

CAPITAL MANAGEMENT, L.P.

3. Related Person's SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-)

or
Other

4. Related Person's CRD Number (if any):

5. Related Person is: (check all that apply)

- a) P broker-dealer, municipal securities dealer, or government securities broker or dealer
- b) E other investment adviser (including financial planners)
- c) P registered municipal advisor
- d) P registered security-based swap dealer
- e) n major security-based swap participant
- f) P commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- g) P futures commission merchant
- h) P banking or thrift institution
- i) P trust company
- (j) P accountant or accounting firm
- (k) P lawyer or law firm
- (l) P insurance company or agency

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- (m) r~ pension consultant
- (n) r real estate broker or dealer
- (o) f" sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
- (p) r sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

Yes No

6. Do you control or are you controlled by the related person? r

7. Are you and the related person under common control? ^

8. (a) Does the related person act as a qualified custodian for your clients in connection (- with advisory services you provide to clients?

b) If you are registering or registered with the SEC and you have answered "yes," to r, p question 8(a) above, have you overcome the presumption that you are not operationally independent (pursuant to rule 206(4)-(2)(d)(5)) from the related person and thus are not required to obtain a surprise examination for your clients' funds or securities that are maintained at the related person?

c) If you have answered "yes" to question 8.(a) above, provide the location of the related person's office responsible for

custody of your clients' assets:

Number and Street 1:

Number and Street 2:

City: State:

Country: ZIP+4/Postal Code:

If this address is a private residence, check this box: F.

Yes No

9. (a) If the related person is an investment adviser, is it exempt from registration? r-

(b) If the answer is yes, under what exemption? RULE 203(M)-1

10. (a) Is the related person registered with a foreign financial regulatory authority? p

(b) If the answer is yes, list the name and country, in English, of each foreign financial regulatory authority with which the related person is registered.

No Information Filed

11. Do you and the related person share any supervised persons? J_ | (-

12. Do you and the related person share the same physical location? f

1. Legal Name of Related Person: THL CREDIT PARTNERS GP, LP

2. Primary Business Name of Related Person: THL CREDIT PARTNERS GP, LP

3. Related Person's SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-)

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or
Other

4. Related Person's CRD Number (if any):

5. Related Person is: (check all that apply)

- a) r broker-dealer, municipal securities dealer, or government securities broker or dealer
- b) E other investment adviser (including financial planners)
- c) r registered municipal advisor
- d) r registered security-based swap dealer
- e) r major security-based swap participant
- f) r commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- g) f. futures commission merchant
- h) C banking or thrift institution

12. Do you and the related person share the same physical location:

1. Legal Name of Related Person: THL EQUITY ADVISORS V, LLC
2. Primary Business Name of Related Person: THL EQUITY ADVISORS V, LLC
3. Related Person's SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-) or Other
4. Related Person's CRD Number (if any):
5. Related Person is: (check all that apply)
 - a) broker-dealer, municipal securities dealer, or government securities broker or dealer
 - b) other investment adviser (including financial planners)
 - c) FT registered municipal advisor
 - d) FT registered security-based swap dealer
 - e) C major security-based swap participant
 - f) r commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
 - g) r futures commission merchant
 - h) F banking or thrift institution
 - i) r trust company
 - j) P accountant or accounting firm
 - k) tr lawyer or law firm
 - l) I insurance company or agency
 - m) FT pension consultant
 - n) V real estate broker or dealer
 - o) 17 sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
 - p) B sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

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Yes No

6. Do you control or are you controlled by the related person?
7. Are you and the related person under common control?
8. (a) Does the related person act as a qualified custodian for your clients in connection with advisory services you provide to clients?

b) If you are registering or registered with the SEC and you have answered "yes," to p p question 8(a) above, have you overcome the presumption that you are not operationally independent (pursuant to rule 206(4)-(2)(d)(5)) from the related person and thus are not required to obtain a surprise examination for your clients' funds or securities that are maintained at the related person?

c) If you have answered "yes" to question 8.(a) above, provide the location of the related person's office responsible for custody of your clients' assets:

Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:
If this address is a private residence, check this box: f~

Yes No

9. (a) If the related person is an investment adviser, is it exempt from registration? p (b) If the answer is yes, under what exemption?

10. (a) Is the related person registered with a foreign financial regulatory authority ? p

(b) If the answer is yes, list the name and country, in English, of each foreign financial regulatory authority with which the related person is registered.

No Information Filed

11. Do you and the related person share any supervised persons? [?] p

12. Do you and the related person share the same physical location?

Legal Name of Related Person: THL CREDIT
ADVISORS LLC

Primary Business Name of Related Person: THL CREDIT
ADVISORS LLC

3. Related Person's SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-)

801 - 71201 or
Other

4. Related Person's CRD Number (if any): 150900

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5. Related Person is: (check all that apply)

- a) r broker-dealer, municipal securities dealer, or government securities broker or dealer
b) B other investment adviser (including financial planners)
c) r registered municipal advisor
d) C registered security-based swap dealer
e) r major security-based swap participant
f) r commodity pool operator or commodity trading advisor (whether registered or exempt from registration)

1. Legal Name of Related Person: THL MANAGERS V, LLC
2. Primary Business Name of Related Person: THL MANAGERS V, LLC
3. Related Person's SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-) or Other
4. Related Person's CRD Number (if any):
5. Related Person is: (check all that apply)
 - a) broker-dealer, municipal securities dealer, or government securities broker or dealer
 - b) other investment adviser (including financial planners)
 - c) registered municipal advisor
 - d) registered security-based swap dealer
 - e) major security-based swap participant
 - f) commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
 - g) futures commission merchant
 - h) banking or thrift institution
 - i) trust company
 - j) accountant or accounting firm
 - k) lawyer or law firm
 - l) insurance company or agency
 - m) pension consultant
 - n) real estate broker or dealer
 - o) sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
 - p) sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

Yes No

6. Do you control or are you controlled by the related person?

7. Are you and the related person under common control?

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THL ADVISORS (ALTERNATIVE) V, L.P. THL EQUITY
ADVISORS V, LLC

4. The private fund (check all that apply; you must check at least one):

f" (1) qualifies for the exclusion from the definition of investment company under section 3 (c)(1) of the Investment Company Act of 1940

E (2) qualifies for the exclusion from the definition of investment company under section 3 (c)(7) of the Investment Company Act of 1940

5. List the name and country, in English, of each foreign financial regulatory authority with which the private fund is registered.

No Information Filed

Yes No

6. (a) Is this a "master fund" in a master-feeder arrangement?

p J_ |

(b) If yes, what is the name and private fund identification number (if any) of the feeder funds investing in this private fund?

No Information Filed

Yes No

c) Is this a "feeder fund" in a master-feeder arrangement? r-

d) If yes, what is the name and private fund identification number (if any) of the master fund in which this private fund invests?

Name of the Private Fund:

Private Fund Identification Number: (include the "805-" prefix also)

NOTE: You must complete question 6 for each master-feeder arrangement regardless of whether you are filing a single Schedule D, Section 7.B.(1). for the master-feeder arrangement or reporting on the funds separately.

7. If you are filing a single Schedule D, Section 7.B.(1) for a master-feeder arrangement according to the instructions to this Section 7.B.(1), for each of the feeder funds answer the following questions:

No Information Filed

NOTE: For purposes of questions 6 and 7, in a master-feeder arrangement, one or more funds ("feeder funds") invest all or substantially all of their assets in a single fund ("master fund"). A fund would also be a "feeder fund" investing in a "master fund" for purposes of this question if it issued multiple classes (or series) of shares or interests, and each class (or series) invests substantially all of its assets in a single master fund.

Yes No

8. (a) Is this private fund a "fund of funds"?

r_l

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(b) If yes, does the private fund invest in funds managed by you or by a related person?

r r

NOTE: For purposes of this question only, answer "yes" if the fund invests 10 percent or more of its total assets in other pooled investment vehicles, whether or not they are also private funds, or registered investment companies.

Yes No

9. During your last fiscal year, did the private fund invest in securities issued by investment companies registered under the Investment Company Act of 1940 (other than "money market funds," to the extent provided in Instruction 6.e.)?

C_\

10. What type of fund is the private fund?

hedge fund ^ liquidity fund 13 private equity fund *~ real estate fund ^ securitized asset fund ^ venture capital fund ° Other private fund

NOTE: For funds of funds, refer to the funds in which the private fund invests. For definitions of these fund types, please see I . ,y\ 6 ni the !ioi\> ro P. >- JA.

11. Current gross asset value of the private fund: \$ 26,098,279

Ownership

12. Minimum investment commitment required of an investor in the private fund: \$ 20,000,000

NOTE: Report the amount routinely required of investors who are not your related persons (even if different from the amount set forth in the organizational documents of the fund).

13. Approximate number of the private fund's beneficial owners: 3

14. What is the approximate percentage of the private fund beneficially owned by you and your related persons: -'

15. What is the approximate percentage of the private fund beneficially owned (in the aggregate) by funds of funds: 0%

16. What is the approximate percentage of the private fund beneficially owned by non-United States persons: 100%

Your Advisory Services

Yes No

17. (a) Are you a subadviser to this private fund?

r- \

17. (b) If the answer to question 17(a) is "yes," provide the name and SEC file number, if any, of

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the adviser of the private fund. If the answer to question 17(a) is "no," leave this question blank. ■

No Information Filed

Yes No

18. (a) Do any other investment advisers advise the private fund? r |

(b) If the answer to question 18(a) is "yes," provide the name and SEC file number, if any, of the other advisers to the private fund. If the answer to question 18(a) is "no," leave this question blank.

No Information Filed

Yes No

19. Are your clients solicited to invest in the private fund? r ^

20. Approximately what percentage of your clients has invested in the private fund? 0%

Private Offering

Yes No

21. Does the private fund rely on an exemption from registration of its securities under [^J p Regulation D of the Securities Act of 1933?

22. If yes, provide the private fund's Form D file number (if any):

No Information Filed

B. SERVICE PROVIDERS

Auditors

Yes No

23. (a) (1) Are the private fund's financial statements subject to an annual audit? |5J p

(2) Are the financial statements prepared in accordance with U.S. GAAP? ^ p

If the answer to 23(a)(1) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one auditing firm, you must complete questions (b) through (f) separately for each auditing firm.

Additional Auditor Information : 1 Record(s) Filed.

If the answer to 23(a)(1) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one auditing firm, you must complete questions (b) through (f) separately for each auditing firm.

b) Name of the auditing firm: KPMG LLP

c) The location of the auditing firm's office responsible for the private fund's audit (city, state and country):

Page 43 of

State:

Massachusetts

Country: UNITED STATES

(d) Is the auditing firm an independent public accountant?

Yes No
r

(e) Is the auditing firm registered with the Public Company Accounting Oversight Board?

(f) If "yes" to (e) above, is the auditing firm subject to regular inspection by the Public Company Accounting Oversight Board in accordance with its rules?

Yes No

g) Are the private fund's audited financial statements distributed to the private fund's investors?

h) Does the report prepared by the auditing firm contain an unqualified opinion? Yes No Report

Not Yet Received

If you check "Report Not Yet Received," you must promptly file an amendment to your Form ADV to update your response when the report is available.

Prime Broker

24. (a) Does the private fund use one or more prime brokers?

If the answer to 24(a) is "yes," respond to questions (b) through (e) below for each prime broker the private fund uses. If the private fund uses more than one prime broker, you must complete questions (b) through (e) separately for each prime broker.

No Information Filed

Custodian

Yes No

r

25. (a) Does the private fund use any custodians (including the prime brokers listed above) to hold some or all of its assets? If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b)

private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

Additional Custodian Information : 2 Record(s) Filed.

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

(b) Legal name of custodian:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

http://www.adviserinfo.sec.gov/iaDd/content/viewform/adv/Section/q/and/Ar/All/Pages/ as /?fi/?nn

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(c) Primary business name of custodian:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

d) The location of the custodian's office responsible for custody of the private fund's assets (city, state and country):

City:

NEW YORK

State: Country:

New York

UNITED STATES

Yes No

e) Is the custodian a related person of your firm? p

f) If the custodian is a broker-dealer, provide its SEC registration number (if any) 8 - 7221
CRD Number (if any): 7691

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

(b) Legal name of custodian:

STATE STREET BANK & TRUST COMPANY

c) Primary business name of custodian: STATE STREET
BANK & TRUST COMPANY

d) The location of the custodian's office responsible for custody of the private fund's assets (city, state and country):

City:

CHICAGO

State: Country:

QUINCY

Massachusetts

UNITED STATES

Yes No

e) Is the custodian a related person of your firm? p

(f) If the custodian is a broker-dealer, provide its SEC registration number (if any) CRD Number (if any):

Administrator

Yes No

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26. (a) Does the private fund use an administrator other than your firm? r

If the answer to 26(a) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one administrator, you must complete questions (b) through (f) separately for each administrator.

No Information Filed

27. During your last fiscal year, what percentage of the private fund's assets (by value) was valued by a person, such as an administrator, that is not your related person? 0%

Include only those assets where (i) such person carried out the valuation procedure established for that asset, if any, including obtaining any relevant quotes, and (ii) the valuation used for purposes of investor subscriptions, redemptions or distributions, and fee calculations (including allocations) was the valuation determined by such person.

Marketers

Yes No

28. (a) Does the private fund use the services of someone other than you or your r employees for marketing purposes?

You must answer "yes" whether the person acts as a placement agent, consultant, finder, introducer, municipal advisor or other solicitor, or similar person. If the answer to 28(a) is "yes", respond to questions (b) through (g) below for each such marketer the private fund uses. If the private fund uses more than one marketer you must complete questions (b) through (g) separately for each marketer.

No Information Filed

A. PRIVATE FUND

Information About the Private Fund

- 1. (a) Name of the private fund:
THOMAS H. LEE EQUITY FUND V, L.P.
- (b) Private fund identification number: (include the "805-" prefix also)
805-2014162007

- 2. Under the laws of what state or country is the private fund organized:
State: Country:

Delaware UNITED STATES

- 3. Name(s) of General Partner, Manager, Trustee, or Directors (or persons serving in a similar capacity):

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Name of General Partner, Manager, Trustee, or Director
THL ADVISORS (ALTERNATIVE) V, L.P.
THL EQUITY ADVISORS V, LLC

- 4. The private fund (check all that apply; you must check at least one):
 - F (1) qualifies for the exclusion from the definition of investment company under section 3 (c)(1) of the Investment Company Act of 1940
 - 13 (2) qualifies for the exclusion from the definition of investment company under section 3 (c)(7) of the Investment Company Act of 1940

- 5. List the name and country, in English, of each foreign financial regulatory authority with which the private fund is registered.
No Information Filed

Yes No

- 6. (a) Is this a "master fund" in a master-feeder arrangement? p
b) If yes, what is the name and private fund identification number (if any) of the feeder funds investing in this private fund?
No Information Filed

Yes No

- c) Is this a "feeder fund" in a master-feeder arrangement? p
- d) If yes, what is the name and private fund identification number (if any) of the master fund in which this private fund invests?
Name of the Private Fund:

Private Fund Identification Number: (include the "805-"

prefix also)

NOTE: You must complete question 6 for each master-feeder arrangement regardless of whether you are filing a single Schedule D, Section 7.B.(1). for the master-feeder arrangement or reporting on the funds separately.

- 7. If you are filing a single Schedule D, Section 7.B.(1) for a master-feeder arrangement according to the instructions to this Section 7.B.(1), for each of the feeder funds answer the following questions:

No Information Filed

NOTE: For purposes of questions 6 and 7, in a master-feeder arrangement, one or more funds ("feeder funds") invest all or substantially all of their assets in a single fund ("master fund"). A fund would also be a "feeder fund" investing in a "master fund" for purposes of this question if it issued multiple classes (or series) of shares or interests, and each class (or series) invests substantially all of its assets in a single master fund.

Yes No

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- 8. (a) Is this private fund a "fund of funds"?
- (b) If yes, does the private fund invest in funds managed by you or by a related person?

NOTE: For purposes of this question only, answer "yes" if the fund invests 10 percent or more of its total assets in other pooled investment vehicles, whether or not they are also private funds, or registered investment companies.

Yes No

- 9. During your last fiscal year, did the private fund invest in securities issued by investment companies registered under the Investment Company Act of 1940 (other than "money market funds," to the extent provided in Instruction 6.e.)?

- 10. What type of fund is the private fund?

hedge fund liquidity fund private equity fund real estate fund securitized asset fund venture capital fund

NOTE: For funds of funds, refer to the funds in which the private fund invests. For definitions of these fund types, please see mstmcbon 6 of the Instruction', to fljrc 1A.

- 11. Current gross asset value of the private fund: \$ 1,884,669,070

Ownership

- 12. Minimum investment commitment required of an investor in the private fund: \$ 20,000,000

NOTE: Report the amount routinely required of investors who are not your related persons (even if different from the amount set forth in the organizational documents of the fund).

13. Approximate number of the private fund's beneficial owners: 225

14. *What is the approximate percentage of the private fund beneficially owned by you and your related persons:*
1%

15. What is the approximate percentage of the private fund beneficially owned (in the aggregate) by funds of funds:
12%

16. *What is the approximate percentage of the private fund beneficially owned by non-United States persons:*
4%

Your Advisory Services

Yes No

17. (a) *Are you a subadviser to this private fund?*

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c

(b) If the answer to question 17(a) is "yes," provide the name and SEC file number, if any, of the adviser of the private fund. If the answer to question 17(a) is "no," leave this question blank.

No Information Filed

Yes No

18. (a) Do any other investment advisers advise the private fund? p

(b) If the answer to question 18(a) is "yes," provide the name and SEC file number, if any, of the other advisers to the private fund. If the answer to question 18(a) is "no," leave this question blank.

No Information Filed

Yes No

19. Are your clients solicited to invest in the private fund? p

20. Approximately what percentage of your clients has invested in the private fund? 0%

Private Offering

21. Does the private fund rely on an exemption from registration of its securities under Regulation D of the Securities Act of 1933?

22. If yes, provide the private fund's Form D file number (if any):

No Information Filed

B. SERVICE PROVIDERS

Auditors

Yes No

23. (a) (1) Are the private fund's financial statements subject to an annual audit? ^ p

(2) Are the financial statements prepared in accordance with U.S. GAAP? p

If the answer to 23(a)(1) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one auditing firm, you must complete questions (b) through (f) separately for each auditing firm.

Additional Auditor Information : 1 Record(s) Filed.

If the answer to 23(a)(1) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one auditing firm, you must complete questions (b) through (f) separately for each auditing firm.

(b) Name of the auditing firm:

KPMG LLP '

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c) The location of the auditing firm's office responsible for the private fund's audit (city, state and country):

City: BOSTON State: Massachusetts Country: UNITED STATES

Yes No

d) *Is the auditing firm an independent public accountant?*

r.

e) Is the auditing firm registered with the Public Company Accounting Oversight] Board?

f) If "yes" to (e) above, is the auditing firm subject to regular inspection by the Public Company Accounting Oversight Board in accordance with its rules?

Yes No

g) Are the private fund's audited financial statements distributed to the private fund's ^ p investors?

h) Does the report prepared by the auditing firm contain an unqualified opinion? O Yes ' No ' Report

Not Yet Received

If you check "Report Not Yet Received," you must promptly file an amendment to your Form ADV to update your response when the report is available.

Prime Broker

24. (a) Does the private fund use one or more prime brokers?

If the answer to 24(a) is "yes," respond to questions (b) through (e) below for each prime broker the private fund uses. If the private fund uses more than one prime broker, you must complete questions (b) through (e) separately for each prime broker.

No Information Filed

Custodian

Yes No

25. (a) Does the private fund use any custodians (including the prime brokers listed above) to hold some or all of its assets? |5J p

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

Additional Custodian Information : 2 Record(s) Filed.

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

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(b) Legal name of custodian:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

(c) Primary business name of custodian:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

d) The location of the custodian's office responsible for custody of the private fund's > assets (city, state and country):

City:
NEW YORK

State: Country:

New York

UNITED STATES

Yes No

e) Is the custodian a related person of your firm?

p E_j

(f) If the custodian is a broker-dealer, provide its SEC registration number (if any) 8 - 7221
CRD Number (if any): 7691

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

separately for each custodian.

(b) Legal name of custodian:
STATE STREET BANK & TRUST COMPANY ■

(c) Primary business name of custodian: STATE STREET BANK
& TRUST COMPANY

d) The location of the custodian's office responsible for custody of the private fund's assets (city, state and country):

City: QUINCY State: Massachusetts Country: UNITED STATES

Yes No

e) *Is the custodian a related person of your firm?* p_l

f) If the custodian is a broker-dealer, provide its SEC registration number (if any) CRD Number (if any):

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Administrator

Yes No

26. (a) Does the private fund use an administrator other than your firm? r |5

If the answer to 26(a) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one administrator, you must complete questions (b) through (f) separately for each administrator.

No Information Filed

27. During your last fiscal year, what percentage of the private fund's assets (by value) was valued by a person, such as an administrator, that is not your related person? 0%

Include only those assets where (i) such person carried out the valuation procedure established for that asset, if any, including obtaining any relevant quotes, and (ii) the valuation used for purposes of investor subscriptions, redemptions or distributions, and fee calculations (including allocations) was the valuation determined by such -person.

Marketers

Yes No

28. (a) Does the private fund use the services of someone other than you or your p employees for marketing purposes?

You must answer "yes" whether the person acts as a placement agent, consultant, finder, introducer, municipal advisor or other solicitor, or similar person. If the answer to 28(a) is "yes", respond to questions

(b) through (g) below for each such marketer the private fund uses. If the private fund uses more than one marketer you must complete questions (b) through (g) separately for each marketer.

No Information-Filed

A. PRIVATE FUND

Information About the Private Fund

1. (a) Name of the private fund:

THOMAS H. LEE EQUITY FUND VI, L.P.

(b) Private fund identification number:

(include the "805-" prefix also) ,,

\ 805-2303891974

2. Under the laws of what state or country is the private fund organized: State: Country:

Delaware

UNITED STATES

3. Name(s) of General Partner, Manager, Trustee, or Directors (or persons serving in a similar

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capacity):

Name of General Partner, Manager, Trustee, or Director

THL ADVISORS (ALTERNATIVE) VI, L.P.

THL EQUITY ADVISORS VI, LLC

4. The private fund (check all that apply; you must check at least one):

r (1) qualifies for the exclusion from the definition of investment company under section 3 (c)(1) of the Investment Company Act of 1940

13 (2) qualifies for the exclusion from the definition of investment company under section 3 (c)(7) of the Investment Company Act of 1940

5. List the name and country, in English, of each foreign financial regulatory authority with which the private fund is registered.

No Information Filed

Yes No

6. (a) Is this a "master fund" in a master-feeder arrangement?

p_1

b) If yes, what is the name and private fund identification number (if any) of the feeder funds investing in this private fund?

No Information Filed

Yes No

- c) Is this a "feeder fund" in a master-feeder arrangement? p 0
- d) If yes, what is the name and private fund identification number (if any) of the master fund in which this private fund invests?

Name of the Private Fund:

Private	Fund	Identification	Number:	(include	the
"805-" prefix also)					

NOTE: You must complete question 6 for each master-feeder arrangement regardless of whether you are filing a single Schedule D, Section 7.B.(1). for the master-feeder arrangement or reporting on the funds separately.

- 7. If you are filing a single Schedule D, Section 7.B.(1) for a master-feeder arrangement according to the instructions to this Section 7.B.(1), for each of the feeder funds answer the following questions:

No Information Filed

NOTE: For purposes of questions 6 and 7, in a master-feeder arrangement, one or more funds ("feeder funds") invest all or substantially all of their assets in a single fund ("master fund"). A fund would also be a "feeder fund" investing in a "master fund" for purposes of this question if it issued multiple classes (or series) of shares or interests, and each class (or series) invests substantially all of its assets in a single master fund.

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Yes No

- 8. (a) Is this private fund a "fund of funds"? r
- (b) If yes, does the private fund invest in funds managed by you or by a related person? r r

NOTE: For purposes of this question only, answer "yes" if the fund invests 10 percent or more of its total assets in other pooled investment vehicles, whether or not they are also private funds, or registered investment companies.

Yes No

- 9. During your last fiscal year, did the private fund invest in securities issued by investment companies registered under the Investment Company. Act of 1940 (other than "money market funds," to the extent provided in Instruction 6.e.)?

- 10. What type of fund is the private fund?

hedge fund <" liquidity fund 1»2 private equity fund r real estate fund r securitized asset fund r venture capital fund r Other private fund*

and other private funds

NOTE: For funds of funds, refer to the funds in which the private fund invests. For definitions of these fund types, please see Jnnnction C of the Instructions to Part 1A.

11. Current gross asset value of the private fund: \$ 3,272,227,059

Ownership

12. Minimum investment commitment required of an investor in the private fund: \$ 20,000,000

NOTE: Report the amount routinely required of investors who are not your related persons (even if different from the amount set forth in the organizational documents of the fund).

13. Approximate number of the private fund's beneficial owners: 192

14. *What is the approximate percentage of the private fund beneficially owned by you and your related persons:*
1%

15. *What is the approximate percentage of the private fund beneficially owned (in the aggregate) by funds of funds:*
15%

16. *What is the approximate percentage of the private fund beneficially owned by non-United States persons:*
9%

Your Advisory Services

Yes No

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17. (a) *Are you a subadviser to this private fund?*

(b) If the answer to question 17(a) is "yes," provide the name and SEC file number, if any, of the adviser of the private fund. If the answer to question 17(a) is "no," leave this question blank.

No Information Filed

Yes No

18. (a) *Do any other investment advisers advise the private fund?*

(b) If the answer to question 18(a) is "yes," provide the name and SEC file number, if any, of the other advisers to the private fund. If the answer to question 18(a) is "no," leave this question blank.

No Information Filed

Yes No

19. Are your clients solicited to invest in the private fund? r-

20. Approximately what percentage of your clients has invested in the private fund? 0%

Yes No

Private Offering

21. Does the private fund rely on an exemption from registration of its securities under Regulation D of the Securities Act of 1933?

22. If yes, provide the private fund's Form D file number (if any):

Form D file number

021-92799

B. SERVICE PROVIDERS Auditors

Yes No

23. (a) (1) Are the private fund's financial statements subject to an annual audit?

(2) Are the financial statements prepared in accordance with U.S. GAAP?

If the answer to 23(a)(1) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one auditing firm, you must complete questions (b) through (f) separately for each auditing firm.

Additional Auditor Information : 1 Record(s) Filed.

If the answer to 23(a)(1) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one auditing firm, you must complete questions (b) through (f) separately for each auditing firm.

(b) Name of the auditing firm: KPMG LLP

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c) The location of the auditing firm's office responsible for the private fund's audit (city, state and country):

City:

BOSTON

State: Country:

Massachusetts

UNITED STATES

Yes No

d) Is the auditing firm an independent public accountant?

(e) Is the auditing firm registered with the Public Company Accounting Oversight Board?

(f) If "yes" to (e) above, is the auditing firm subject to regular inspection by the Public Company Accounting Oversight Board in accordance with its rules?

Yes No

g) Are the private fund's audited financial statements distributed to the private fund's investors?

n) Does the report prepared by the auditing firm contain an unqualified opinion? Yes No Report

Not Yet Received

If you check "Report Not Yet Received," you must promptly file an amendment to your Form ADV to update your response when the report is available.

Prime Broker

24. (a) Does the private fund use one or more prime brokers?

If the answer to 24(a) is "yes," respond to questions (b) through (e) below for each prime broker the private fund uses. If the private fund uses more than one prime broker, you must complete questions (b) through (e) separately for each prime broker.

No Information Filed

Custodian

Yes No

25. (a) Does the private fund use any custodians (including the prime brokers listed p above) to hold some or all of its assets?

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

Additional Custodian Information : 2 Record(s) Filed.

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

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b) Legal name of custodian:
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

c) Primary business name of custodian:
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

d) The location of the custodian's office responsible for custody of the private fund's assets (city, state and country):
City: State: Country:
New York
NEW YORK
UNITED STATES

Yes No

(e) Is the custodian a related person of your firm?

(f) If the custodian is a broker-dealer, provide its SEC registration number (if any) 8 - 7221
CRD Number (if any): 7691

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

(b) Legal name of custodian:
STATE STREET BANK & TRUST COMPANY

c) Primary business name of custodian: STATE STREET BANK & TRUST
COMPANY

d) The location of the custodian's office responsible for custody of the private fund's assets (city, state and country):
City: State: Country:
Massachusetts
QUINCY
UNITED STATES

Yes No

(e) Is the custodian a related person of your firm?

(f) If the custodian is a broker-dealer, provide its SEC registration number (if any)

CRD Number (if any):

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Administrator

Yes No

26. (a) Does the private fund use an administrator other than your firm? ,

If the answer to 26(a) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one administrator, you must complete questions (b) through (f) separately for each administrator.

No Information Filed

27. During your last fiscal year, what percentage of the private fund's assets (by value) was valued by a person, such as an administrator, that is not your related person?

0%

Include only those assets where (i) such person carried out the valuation procedure established for that asset, if any, including obtaining any relevant quotes, and (ii) the valuation used for purposes of investor subscriptions, redemptions or distributions, and fee calculations (including allocations) was the valuation

determined by such person.

Marketers

Yes No

28. (a) Does the private fund use the services of someone other than you or your employees for marketing purposes? You must answer "yes" whether the person acts as a placement agent, consultant, finder, introducer, municipal advisor or other solicitor, or similar person. If the answer to 28(a) is "yes", respond to questions (b) through (g) below for each such marketer the private fund uses. If the private fund uses more than one marketer you must complete questions (b) through (g) separately for each marketer.

No Information Filed

A. PRIVATE FUND

Information About the Private Fund

1. (a) Name of the private fund:

THOMAS H. LEE PARALLEL (DT) FUND VI, L.P.

- (b) Private fund identification number: (include the "805-" prefix also)

805-3937756511

2. Under the laws of what state or country is the private fund organized: State: Country:

Delaware

UNITED STATES

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3. Name(s) of General Partner, Manager, Trustee, or Directors (or persons serving in a similar capacity):

Name of General Partner, Manager, Trustee, or Director

THL ADVISORS (ALTERNATIVE) VI, L.P.

THL EQUITY ADVISORS VI, LLC

4. The private fund (check all that apply; you must check at least one):

P (1) qualifies for the exclusion from the definition of investment company under section 3 (c)(1) of the Investment Company Act of 1940

121 (2) qualifies for the exclusion from the definition of investment company under section 3 (c)(7) of the Investment Company Act of 1940

5. List the name and country, in English, of each foreign financial regulatory authority with which the private fund is registered.

No Information Filed

Yes No

6. (a) Is this a "master fund" in a master-feeder arrangement?

r _ _

b) If yes, what is the name and private fund identification number (if any) of the feeder funds investing in this private fund?

No Information Filed

Yes No

c) Is this a "feeder fund" in a master-feeder arrangement?

r _ l

d) If yes, what is the name and private fund identification number (if any) of the master fund in which this private fund invests?

Name of the Private Fund:

Private Fund Identification Number: (include the "805-" prefix also)

NOTE: You must complete question 6 for each master-feeder arrangement regardless of whether you are filing a single Schedule D, Section 7.B.(1). for the master-feeder arrangement or reporting on the funds separately.

7. If you are filing a single Schedule D, Section 7.B.(1) for a master-feeder arrangement according to the instructions to this Section 7.B.(1), for each of the feeder funds answer the following questions:

No Information Filed

NOTE: For purposes of questions 6 and 7, in a master-feeder arrangement, one or more funds ("feeder funds") invest all or substantially all of their assets in a single fund ("master fund"). A fund would also be a "feeder fund" investing in a "master fund" for purposes of this question if

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it issued multiple classes (or series) of shares or interests, and each class (or series) invests substantially all of its assets in a single master fund.

Yes No

8. (a) Is this private fund a "fund of funds"?

(b) If yes, does the private fund invest in funds managed by you or by a related person? (- p

NOTE: For purposes of this question only, answer "yes" if the fund invests 10 percent or more of its total assets in other pooled investment vehicles, whether or not they are also private funds, or registered investment companies.

Yes No

9. During your last fiscal year, did the private fund invest in securities issued by investment companies registered under the Investment Company Act of 1940 (other than "money market funds," to the extent provided in. Instruction 6.e.)?

10. What type of fund is the private fund?

hedge fund liquidity fund Eas private equity fund real estate fund securitized asset fund venture capital fund Other private fund

NOTE: For funds of funds, refer to the funds in which the private fund invests. For definitions of these fund types, please see ii-ou-ucLion 6 of (he irislructiu: is lo Part 1A.

11. Current gross asset value of the private fund: \$ 388,039,716

Ownership

12. Minimum investment commitment required of an investor in the private fund: \$ 20,000,000

NOTE: Report the amount routinely required of investors who are not your related persons (even if different from the amount set forth in the organizational documents of the fund).

13. Approximate number of the private fund's beneficial owners: 37

14. What is the approximate percentage of the private fund beneficially owned by you and your related persons: 1%

15. What is the approximate percentage of the private fund beneficially owned (in the aggregate) by funds of funds: 26%

16. What is the approximate percentage of the private fund beneficially owned by non-United States persons: 88%

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Your Advisory Services

Yes No

17. (a) Are you a subadviser to this private fund? ,

(b) If the answer to question 17(a) is "yes," provide the name and SEC file number, if any, of the adviser of the private fund. If the answer to question 17(a) is "no," leave this question blank.

No Information Filed

Yes No

18. (a) Do any other investment advisers advise the private fund? p ^

(b) If the answer to question 18(a) is "yes," provide the name and SEC file number, if any, of the other advisers to the private fund. If the answer to question 18(a) is "no," leave this question blank.

Yes No

r O

No Information Filed

NO INFORMATION FILED

19. Are your clients solicited to invest in the private fund?

20. Approximately what percentage of your clients has invested in the private fund? 0%
Yes No

Private Offering

21. Does the private fund rely on an exemption from registration of its securities under Regulation D of the Securities Act of 1933?

22. If yes, provide the private fund's Form D file number (if any):
No Information Filed

B. SERVICE PROVIDERS

Auditors

Yes No

23. (a) (1) Are the private fund's financial statements subject to an annual audit? p

(2) Are the financial statements prepared in accordance with U.S. GAAP?

If the answer to 23(a)(1) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one auditing firm, you must complete questions (b) through (f) separately for each auditing firm.

Additional Auditor Information : 1 Record(s) Filed.

If the answer to 23(a)(1) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one auditing firm, you must complete questions (b) through (f) separately for each auditing firm.

(b) Name of the auditing firm:

<http://www.adviserinfo.gov/iapd/content/viewform/adv/Sections/iapd_AdvAHPages>
<http://sec.gov/iapd/content/viewform/adv/Sections/iapd_AdvAHPages>. as... 2/26/2013

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KPMG LLP

c) The location of the auditing firm's office responsible for the private fund's audit (city, state and country):

City: BOSTON State: Massachusetts Country: UNITED STATES

Yes No

d) Is the auditing firm an independent public accountant?

- e) Is the auditing firm registered with the Public Company Accounting Oversight Board?
- f) If "yes" to (e) above, is the auditing firm subject to regular inspection by the Public Company Accounting Oversight Board in accordance with its rules?

Yes No

- g) Are the private fund's audited financial statements distributed to the private fund's investors?
- h) Does the report prepared by the auditing firm contain an unqualified opinion? Yes No Report

Not Yet Received

If you check "Report Not Yet Received," you must promptly file an amendment to your Form ADV to update your response when the report is available.

Prime Broker

24. (a) Does the private fund use one or more prime brokers?

If the answer to 24(a) is "yes," respond to questions (b) through (e) below for each prime broker the private fund uses. If the private fund uses more than one prime broker, you must complete questions (b) through (e) separately for each prime broker.

No Information Filed

Custodian

Yes No

25. (a) Does the private fund use any custodians (including the prime brokers listed above) to hold some or all of its assets? **Yes** **No**

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

Additional Custodian Information : 2 Record(s) Filed.

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you

must complete questions (b) through (f) separately for each custodian.

- b) Legal name of custodian:
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

- c) Primary business name of custodian:
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
- d) The location of the custodian's office responsible for custody of the private fund's assets (city, state and country):
City: NEW YORK State: New York Country: UNITED STATES
- e) Is the custodian a related person of your firm? r- Yes No
- f) If the custodian is a broker-dealer, provide its SEC registration number (if any) 8 - 7221
CRD Number (if any): 7691

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian,

- b) Legal name of custodian:
STATE STREET BANK & TRUST COMPANY
- c) Primary business name of custodian: STATE STREET BANK & TRUST COMPANY
- d) The location of the custodian's office responsible for custody of the private fund's assets (city, state and country):
City: QUINCY State: Massachusetts Country: UNITED STATES
- e) Is the custodian a related person of your firm? p Yes No
- f) If the custodian is a broker-dealer, provide its SEC registration number (if any) CRD Number (if any):

<http://www.adviserinfo.sec.gov/iand/content/viewfnri/adv/Sec.ti>

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Administrator

Yes No

26. (a) Does the private fund use an administrator other than your firm? p

If the answer to 26(a) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one administrator, you must complete questions (b) through (f) separately for each administrator.

No Information Filed

27. During your last fiscal year, what percentage of the private fund's assets (by value) was valued by a person, such as an administrator, that is not your related person? 0%

Include only those assets where (i) such person carried out the valuation procedure established for that asset, if any, including obtaining any relevant quotes, and (ii) the valuation used for purposes of investor subscriptions, redemptions or distributions, and fee calculations (including allocations) was the valuation determined by such person.

Marketers

Yes No

28. (a) Does the private fund use the services of someone other than you or your employees for marketing purposes?

You must answer "yes" whether the person acts as a placement agent, consultant, finder, introducer, municipal advisor or other solicitor, or similar person. If the answer to 28(a) is "yes", respond to questions (b) through (g) below for each such marketer the private fund uses. If the private fund uses more than one marketer you must complete questions (b) through (g) separately for each marketer.

No Information Filed

A. PRIVATE FUND

Information About the Private Fund

1. (a) Name of the private fund:

THOMAS H. LEE PARALLEL FUND V, L.P.

(b) Private fund identification number: (include the "805-" prefix also)

805-8520947554

2. Under the laws of what state or country is the private fund organized: State: Country:

<http://www.adviserinfo.sec.gov/iapa7content/viewform/adv/Sections/iapd_AdvAllPages.as>... 2/26/2013

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Delaware

UNITED STATES

3. Name(s) of General Partner, Manager, Trustee, or Directors (or persons serving in a similar capacity):

Name of General Partner, Manager, Trustee, or Director

THE ADVISORS (ALTERNATIVE) V, L.P.

THL ADVISORS (ALTERNATIVE) V, L.P.
THL EQUITY ADVISORS V, LLC

4. The private fund (check all that apply; you must check at least one):

- F (1) qualifies for the exclusion from the definition of investment company under section 3 (c)(1) of the Investment Company Act of 1940
- E (2) qualifies for the exclusion from the definition of investment company under section 3 (c)(7) of the Investment Company Act of 1940

5. List the name and country, in English, of each foreign financial regulatory authority with which the private fund is registered.

No Information Filed

Yes No

6. (a) Is this a "master fund" in a master-feeder arrangement? p

- b) *If yes, what is the name and private fund identification number (if any) of the feeder funds investing in this private fund?*

No Information Filed

Yes No

c) Is this a "feeder fund" in a master-feeder arrangement? p

- d) If yes, what is the name and private fund identification number (if any) of the master fund in which this private fund invests?

Name of the Private Fund:

Private Fund Identification Number: (include the "805-" prefix also)

NOTE: You must complete question 6 for each master-feeder arrangement regardless of whether you are filing a single Schedule D, Section 7.B.(1). for the master-feeder arrangement or reporting on the funds separately.

7. If you are filing a single Schedule D, Section 7.B.(1) for a master-feeder arrangement according to the instructions to this Section 7.B.(1), for each of the feeder funds answer the following questions:

No Information Filed

NOTE: For purposes of questions 6 and 7, in a master-feeder arrangement, one or more funds ("feeder funds") invest all or substantially all of their assets in a single fund ("master fund"). A

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fund would also be a "feeder fund" investing in a "master fund" for purposes of this question if it issued multiple classes (or series) of shares or interests, and each class (or series) invests substantially all of its assets in a single master fund.

Yes No

8. (a) Is this private fund a "fund of funds"?

(b) If yes, does the private fund invest in funds managed by you or by a related person?

NOTE: For purposes of this question only, answer "yes" if the fund invests 10 percent or more of its total assets in other pooled investment vehicles, whether or not they are also private funds, or registered investment companies.

Yes No

9. During your last fiscal year, did the private fund invest in securities issued by

investment companies registered under the Investment Company Act of 1940 (other than "money market funds," to the extent provided in Instruction 6.e.)?

10. What type of fund is the private fund?

hedge fund ^ liquidity fund O private equity fund ^ real estate fund securitized asset fund P venture capital fund Other private fund

NOTE: For funds of funds, refer to the funds in which the private fund invests. For definitions of these fund types, please see Instruction 6 of the Instructions to Part .1 A.

11. Current gross asset value of the private fund: \$ 489,080,773

Ownership

12. Minimum investment commitment required of an investor In the private fund: \$ 20,000,000

NOTE: Report the amount routinely required of investors who are not your related persons (even if different from the amount set forth in the organizational documents of the fund).

13. Approximate number of the private fund's beneficial owners: 68

14. What is the approximate percentage of the private fund beneficially owned by you and your related persons:

1%

15. What is the approximate percentage of the private fund beneficially owned (in the aggregate) by funds of funds:

25%

16. What is the approximate percentage of the private fund beneficially owned by non-United States persons:

88%

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Your Advisory Services

Yes No

17 (a) Are you a subadviser to this private fund? .

17. (a) Are you a subscriber to the private fund?

(b) If the answer to question 17(a) is "yes," provide the name and SEC file number, if any, of the adviser of the private fund. If the answer to question 17(a) is "no," leave this question blank.

No Information Filed

Yes No

18. (a) Do any other investment advisers advise the private fund?

(b) If the answer to question 18(a) is "yes," provide the name and SEC file number, if any, of the other advisers to the private fund. If the answer to question 18(a) is "no," leave this question blank.

No Information Filed

Yes No

19. Are your clients solicited to invest in the private fund? p

20. Approximately what percentage of your clients has invested in the private fund? 0%

Private Offering

21. Does the private fund rely on an exemption from registration of its securities under Regulation D of the Securities Act of 1933?

22. If yes, provide the private fund's Form D file number (if any):

No Information Filed

B. SERVICE PROVIDERS

Auditors

Yes No

23. (a) (1) Are the private fund's financial statements subject to an annual audit? ^ p

(2) Are the financial statements prepared in accordance with U.S. GAAP? |5j p

If the answer to 23(a)(1) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one auditing firm, you must complete questions (b) through (f) separately for each auditing firm.

Additional Auditor Information : 1 Record(s) Filed.

If the answer to 23(a)(1) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one auditing firm, you must complete questions (b) through (f) separately for each auditing firm.

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b) Name of the auditing firm: KPMG LLP

c) The location of the auditing firm's office responsible for the private fund's audit (city, state and country):

City: BOSTON State: Massachusetts Country: UNITED STATES

Yes No

d) Is the auditing firm an independent public accountant? E| n

(d) Is the auditing firm an independent public accountant?

Yes No

(e) Is the auditing firm registered with the Public Company Accounting Oversight Board?

(f) If "yes" to (e) above, is the auditing firm subject to regular inspection by the Public Company Accounting Oversight Board in accordance with its rules?

Yes No

g) Are the private fund's audited financial statements distributed to the private fund's investors?

h) Does the report prepared by the auditing firm contain an unqualified opinion? Yes No Report

Not Yet Received

If you check "Report Not Yet Received," you must promptly file an amendment to your Form ADV to update your response when the report is available.

Prime Broker

24. (a) Does the private fund use one or more prime brokers?

If the answer to 24(a) is "yes," respond to questions (b) through (e) below for each prime broker the private fund uses. If the private fund uses more than one prime broker, you must complete questions (b) through (e) separately for each prime broker.

No Information Filed

Custodian

Yes No

25. (a) Does the private fund use any custodians (including the prime brokers listed above) to hold some or all of its assets?

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

Additional Custodian Information : 2 Record(s) Filed.

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each

<http://www.adviserinfo.sec.gov/iapd/content/viewform/adv/Sections/iapd_AdvAllPages.as>... 2/26/2013

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custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

(b) Legal name of custodian:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

c) Primary business name of custodian:
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

d) The location of the custodian's office responsible for custody of the private fund's assets (city, state and country):

City: NEW YORK State: New York Country: UNITED STATES

Yes No

e) *Is the custodian a related person of your firm?* p_l

(f) If the custodian is a broker-dealer, provide its SEC registration number (if any) 8 - 7221
CRD Number (if any): 7691

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

(b) Legal name of custodian:
STATE STREET BANK & TRUST COMPANY

(c) Primary business name of custodian: STATE STREET BANK
& TRUST COMPANY

d) The location of the custodian's office responsible for custody of the private fund's assets (city, state and country):

City: QUINCY State: Massachusetts Country: UNITED STATES

Yes No

e) *Is the custodian a related person of your firm?* p KJ

f) If the custodian is a broker-dealer, provide its SEC registration number (if any) CRD Number (if any): .

<http://vAww.adviserinfo.sec.gov/iapd/content/viewforrrL/adv/Sections/iapd_AdvAllPages.as>... 2/26/20

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Administrator •

Administrators

Yes No

26. (a) Does the private fund use an administrator other than your firm? p

If the answer to 26(a) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one administrator, you must complete questions (b) through (f) separately for each administrator.

No Information Filed

27. During your last fiscal year, what percentage of the private fund's assets (by value) was valued by a person, such as an administrator, that is not your related person?

0%

Include only those assets where (i) such person carried out the valuation procedure established for that asset, if any, including obtaining any relevant quotes, and (ii) the valuation used for purposes of investor subscriptions, redemptions or distributions, and fee calculations (including allocations) was the valuation determined by such person.

Marketers

Yes No

28. (a) Does the private fund use the services of someone other than you or your employees for marketing purposes? p BH

You must answer "yes" whether the person acts as a placement agent, consultant, finder, introducer, municipal advisor or other solicitor, or similar person. If the answer to 28(a) is "yes", respond to questions (b) through (g) below for each such marketer the private fund uses. If the private fund uses more than one marketer you must complete questions (b) through (g) separately for each marketer.

No Information Filed

A. PRIVATE FUND

Information About the Private Fund

1. (a) Name of the private fund:

THOMAS H. LEE PARALLEL FUND VI, L.P. (b) Private fund identification number; (include the "805-" prefix also) 805-8311256133

2. Under the laws of what state or country is the private fund organized;

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State: Country:

Delaware

UNITED STATES

3. Name(s) of General Partner, Manager, Trustee, or Directors (or persons serving in a similar capacity):

6. Name(s) of General Partner, Manager, Trustee, or Directors (or persons serving in a similar capacity).

Name of General Partner, Manager, Trustee, or Director

THL ADVISORS (ALTERNATIVE) VI, L.P.
THL EQUITY ADVISORS VI, LLC

The private fund (check all that apply; you must check at least one):

- (1) qualifies for the exclusion from the definition of investment company under section 3 (c)(1) of the Investment Company Act of 1940
- (2) qualifies for the exclusion from the definition of investment company under section 3 (c)(7) of the Investment Company Act of 1940

List the name and country, in English, of each foreign financial regulatory authority with which the private fund is registered.

No Information Filed

Yes No

a) *Is this a "master fund" in a master-feeder arrangement?*

<- _ |

b) *If yes, what is the name and private fund identification number (if any) of the feeder funds investing in this private fund?*

No Information FNEd

Yes No

c) *Is this a "feeder fund" in a master-feeder arrangement? r-*

(d) If yes, what is the name and private fund identification number (if any) of the master fund in which this private fund invests? Name of the Private Fund:

Private Fund Identification Number: (include the "805-" prefix also)

NOTE: You must complete question 6 for each master-feeder arrangement regardless of whether you are filing a single Schedule D, Section 7.B.(1). for the master-feeder arrangement or reporting on the funds separately.

7. If you are filing a single Schedule D, Section 7.B.(1) for a master-feeder arrangement according to the instructions to this Section 7.B.(1), for each of the feeder funds answer the following questions:

No Information Filed

<http://www.adviserinfo.sec.gov/iapd/content/viewformT/adv/Sections/iapd_AdvAllPages.as>... 2/26/2013

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NOTE: For purposes of questions 6 and 7, in a master-feeder arrangement, one or more funds ("feeder funds") invest all or substantially all of their assets in a single fund ("master fund"). A fund would also be a "feeder fund" investing in a "master fund" for purposes of this question if it issued multiple classes (or series) of shares or interests, and each class (or series) invests substantially all of its assets in a single master fund.

Yes No

(a) Is this private fund a "fund of funds"? r-

(b) If yes, does the private fund invest in funds managed by you or by a related person? p p

NOTE: For purposes of this question only, answer "yes" if the fund invests 10 percent or more of its total assets in other pooled investment vehicles, whether or not they are also private funds, or registered investment companies.

Yes No

9. During your last fiscal year, did the private fund invest in securities issued by reinvestment companies registered under the Investment Company Act of 1940 (other than "money market funds," to the extent provided in Instruction 6.e.)?

10. What type of fund is the private fund?

r hedge fund r liquidity fund 0 private equity fund r real estate fund r securitized asset fund r venture capital fund r Other private fund

NOTE: For funds of funds, refer to the funds in which the private fund invests. For definitions of these fund types, please see Instruction 6 of the Instructions to Part 1A.

11. Current gross asset value of the private fund: \$ 2,215,495,643

Ownership

12. Minimum investment commitment required of an investor in the private fund: \$ 20,000,000

NOTE: Report the amount routinely required of investors who are not your related persons (even if different from the amount set forth in the organizational documents of the fund).

13. Approximate number of the private fund's beneficial owners: 126

14. What is the approximate percentage of the private fund beneficially owned by you and your related persons:

1%

15. What is the approximate percentage of the private fund beneficially owned (in the aggregate) by funds of funds:

19%

16. What is the approximate percentage of the private fund beneficially owned by non-United

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States persons: 92%

Your Advisory Services

Yes No

17. (a) Are you a subadviser to this private fund? p EJ
(b) If the answer to question 17(a) is "yes," provide the name and SEC file number, if any, of the adviser of the private fund. If the answer to question 17(a) is "no," leave this question blank.
No Information Filed

Yes No

18. (a) Do any other investment advisers advise the private fund? p
(b) If the answer to question 18(a) is "yes," provide the name and SEC file number, if any, of the other advisers to the private fund. If the answer to question 18(a) is "no," leave this question blank.
No Information Filed

Yes No

19. Are your clients solicited to invest in the private fund? p
20. Approximately what percentage of your clients has invested in the private fund? 0%

Private Offering

Yes No

21. Does the private fund rely on an exemption from registration of its securities under Regulation D of the Securities Act of 1933?
22. If yes, provide the private fund's Form D file number (if any):
No Information Filed

B. SERVICE PROVIDERS Auditors

Yes No

23. (a) (1) Are the private fund's financial statements subject to an annual audit? RJ p
(2) Are the financial statements prepared in accordance with U.S. GAAP? EJ p
If the answer to 23(a)(1) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one auditing firm, you must complete questions (b) through (f) separately for each auditing firm.
Additional Auditor Information : 1 Record(s) Filed.
If the answer to 23(a)(1) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one auditing firm, you must complete questions (b)

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through (f) separately for each auditing firm.

b) Name of the auditing firm: KPMG LLP

c) The location of the auditing firm's office responsible for the private fund's audit (city, state and country):

City: BOSTON State: Country: Massachusetts UNITED STATES

Massachusetts

UNITED STATES

Yes No

d) Is the auditing firm an independent public accountant? Yes No

(e) Is the auditing firm registered with the Public Company Accounting Oversight Board?

(f) If "yes" to (e) above, is the auditing firm subject to regular inspection by the Public Company Accounting Oversight Board in accordance with its rules?

Yes No

g) Are the private fund's audited financial statements distributed to the private fund's investors?

h) Does the report prepared by the auditing firm contain an unqualified opinion? Yes No Report

Not Yet Received

If you check "Report Not Yet Received," you must promptly file an amendment to your Form ADV to update your response when the report is available.

Prime Broker

24. (a) Does the private fund use one or more prime brokers?

If the answer to 24(a) is "yes," respond to questions (b) through (e) below for each prime broker the private fund uses. If the private fund uses more than one prime broker, you must complete questions (b) through (e) separately for each prime broker.

No Information Filed

Custodian

Yes No

25. (a) Does the private fund use any custodians (including the prime brokers listed above) to hold some or all of its assets? Yes No

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

Additional Custodian Information : 2 Record(s) Filed.

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If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

(b) Legal name of custodian:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

(c) Primary business name of custodian:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

- d) The location of the custodian's office responsible for custody of the private fund's assets (city, state and country);
City: NEW YORK State: New York Country: UNITED STATES Yes No
- e) Is the custodian a related person of your firm? r- EJ|
- f) If the custodian is a broker-dealer, provide its SEC registration number (if any) 8 - 7221
CRD Number (if any): 7691

If the answer to 25(a) is "yes," respond to questions (b) through (f) below for each custodian the private fund uses. If the private fund uses more than one custodian, you must complete questions (b) through (f) separately for each custodian.

- (b) Legal name of custodian:
STATE STREET BANK & TRUST COMPANY
- c) Primary business name of custodian: STATE STREET BANK & TRUST
COMPANY
- d) The location of the custodian's office responsible for custody of the private fund's assets (city, state and country):
City: QUINCY State: Massachusetts Country: UNITED STATES Yes No
- e) Is the custodian a related person of your firm? <- _jj
- f) If the custodian is a broker-dealer, provide its SEC registration number (if any)

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CRD Number (if any):

Administrator

Yes No

26. (a) Does the private fund use an administrator other than your firm? r

If the answer to 26(a) is "yes," respond to questions (b) through (f) below. If the private fund uses more than one administrator, you must complete questions (b) through (f) separately for each administrator.

No Information Filed

27, During your last fiscal year, what percentage of the private fund's assets (by value) was valued by a person, such as an administrator, that is not your related person? 0%

Include only those assets where (i) such person carried out the valuation procedure established for that asset, if any, including obtaining any relevant quotes, and (ii) the valuation used for purposes of investor subscriptions, redemptions or distributions, and fee calculations (including allocations) was the valuation determined by such person.

Marketers

Yes No

28. (a) Does the private fund use the services of someone other than you or your employees for marketing purposes? r- BJJ

You must answer "yes" whether the person acts as a placement agent, consultant, finder, introducer, municipal advisor or other solicitor, or similar person. If the answer to 28(a) is "yes", respond to questions (b) through (g) below for each such marketer the private fund uses. If the private fund uses more than one marketer you must complete questions (b) through (g) separately for each marketer.

No Information Filed

SECTION 7.B.(2) Private Fund Reporting

No Information Filed

SECTION 9.C. Independent Public Accountant

No Information Filed

SECTION 10.A. Control Persons

No Information Filed

SECTION 10.B. Control Person Public Reporting Companies

If any person named in Schedules A, B, or C, or in Section 10 A. of Schedule D is a public

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reporting company under Sections 12 or 15(d) of the Securities Exchange Act of 1934, please provide the following information (you must complete a separate Schedule D Section 10.B. for each public reporting company):

1) Full legal name of the public reporting company: GREAT-WEST

LIFECO INC.

2) The public reporting company's CIK number (Central Index Key 1243448 number that the SEC assigns to each reporting company):

Schedule P - Miscellaneous

You may use the space below to explain a response to an Item or to provide any other information

You may use the space below to explain a response to an item or to provide any other information.

THL MANAGERS VI, LLC, AS THE FILING ADVISER, AND THL MANAGERS V, LLC, AS THE RELYING ADVISER, ARE TOGETHER FILING A SINGLE FORM ADV, IN RELIANCE ON THE POSITION EXPRESSED BY THE STAFF OF THE SECURITIES AND EXCHANGE COMMISSION IN ITS NO-ACTION LETTER DATED JANUARY 18, 2012 IN RESPONSE TO THE AMERICAN BAR ASSOCIATION, BUSINESS LAW SECTION. THE ADVISERS THEMSELVES HAVE NO OFFICERS OR MANAGING DIRECTORS. THE OFFICERS AND MANAGING DIRECTORS LISTED FOR THE ADVISERS ARE OFFICERS OR MANAGING DIRECTORS OF THE MANAGING MEMBER OF EACH OF THE ADVISERS. THE FOLLOWING PRIVATE FUNDS LISTED IN SECTION 7.B.(1) OF THIS SCHEDULE D ARE ADVISED BY THL MANAGERS VI, LLC, THE FILING ADVISER: THOMAS H. LEE EQUITY FUND VI, L.P.; THOMAS H. LEE PARALLEL FUND VI, L.P.; AND THOMAS H. LEE PARALLEL (DT) FUND VI, L.P. THE FOLLOWING PRIVATE FUNDS LISTED IN SECTION 7.B.(1) OF THIS SCHEDULE D ARE ADVISED BY THL MANAGERS V, LLC, THE RELYING ADVISER: THOMAS H. LEE EQUITY FUND V, L.P.; THOMAS H. LEE PARALLEL FUND V, LP.; AND THOMAS H. LEE EQUITY (CAYMAN) FUND V, L.P. FOR QUESTION 12 OF SECTION 7.B.(1) OF THIS SCHEDULE D, EACH PRIVATE FUND'S GENERAL PARTNERS CAN ACCEPT LESSER AMOUNTS. IN SECTION 7.B.(1) OF THIS SCHEDULE D, ALTERNATIVE INVESTMENT VEHICLES HAVE NOT BEEN SEPARATELY REPORTED, AND INFORMATION REGARDING EACH ALTERNATIVE INVESTMENT VEHICLE HAS BEEN AGGREGATED WITH THE PRIVATE FUND TO WHICH IT RELATES. THE REGISTRANTS RESPECTFULLY REQUEST THAT THEIR REGISTRATION AS INVESTMENT ADVISERS BECOME EFFECTIVE ON MARCH 30, 2012.

DRPs

CRIMINAL DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

CIVIL JUDICIAL ACTION DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

REGULATORY ACTION DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

Signature Page

DOMESTIC INVESTMENT ADVISER EXECUTION PAGE

You must complete the following Execution Page to Form ADV. This execution page must be signed and attached to your initial submission of Form ADV to the SEC and all amendments.

<<http://vAvw.adviserinfo.sec.gov/iapdycort>> 2/26/2013

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Appointment of Agent for Service of Process

By signing this Form ADV Execution Page, you, the undersigned adviser, irrevocably appoint the Secretary of State or other legally designated officer, of the state in which you maintain your principal office and place of business and any other state in which you are submitting a notice filing, as your agents to receive service, and agree that such persons may accept service on your behalf, of any notice, subpoena, summons, order instituting proceedings, demand for arbitration, or other process or papers, and you further agree that such service may be made by registered or certified mail, in any federal or state action, administrative proceeding or arbitration brought against you in any place subject to the jurisdiction of the United States. if the action, proceeding or arbitration (a) arises out of any activity in connection with

your investment advisory business that is subject to the jurisdiction of the United States, and (b) is founded, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these acts, or (ii) the laws of the state in which you maintain your principal office and place of business or of any state in which you are submitting a notice filing.

Signature

I, the undersigned, sign this Form ADV on behalf of, and with the authority of, the investment adviser. The investment adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this ADV, including exhibits and any other information submitted, are true and correct, and that I am signing this Form ADV Execution Page as a free and voluntary act.

I certify that the adviser's books and records will be preserved and available for inspection as required by law. Finally, I authorize any person having custody or possession of these books and records to make them available to federal and state regulatory representatives.

Signature: ARTHUR B. PRICE

Printed Name: ARTHUR B. PRICE

Adviser CRD Number: 160701

Date: MM/DD/YYYY 01/11/2013

Title:

CHIEF COMPLIANCE OFFICER; ASSISTANT GENERAL COUNSEL

NON-RESIDENT INVESTMENT ADVISER EXECUTION PAGE

You must complete the following Execution Page to Form ADV. This execution page must be signed and attached to your Initial submission of Form ADV to the SEC and all amendments.

1. Appointment of Agent for Service of Process

By signing this Form ADV Execution Page, you, the undersigned adviser, irrevocably appoint each of the Secretary of the SEC, and the Secretary of State or other legally designated officer, of any other state in which you are submitting a notice filing, as your agents to receive service, and agree that such persons may accept service on your behalf, of any notice, subpoena, summons, order instituting proceedings, demand for arbitration, or other process or papers, and you further agree that such service may be made by registered or certified mail, in any federal or state action, administrative proceeding or arbitration brought against you in any place subject to the jurisdiction of the United States, if the action, proceeding or arbitration (a) arises out of any activity in connection with your investment advisory business that is subject to the jurisdiction of the United States, and (b) is founded, directly or indirectly, upon the provisions of: (i) the Securities Act of

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1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these acts, or (ii) the laws of any state in which you are submitting a notice filing.

2. Appointment and Consent: Effect on Partnerships

If you are organized as a partnership, this irrevocable power of attorney and consent to service of process will continue in effect if any partner withdraws from or is admitted to the partnership, provided that the admission or withdrawal does not create a new partnership. If the partnership dissolves, this irrevocable power of attorney and consent shall be in effect for any action brought against you or any of your former partners.

3. Non-Resident Investment Adviser Undertaking Regarding Books and Records

By signing this Form ADV, you also agree to provide, at your own expense, to the U.S. Securities and Exchange Commission at its principal office in Washington D.C., at any Regional or District Office of the Commission, or at any one of its offices in the United States, as specified by the Commission, correct, current, and complete copies of any or all records that you are required to maintain under Rule 204-2 under the Investment Advisers Act of 1940. This undertaking shall be binding upon you, your heirs, successors and assigns, and any person subject to your written irrevocable consents or powers of attorney or any of your general partners and managing agents.

Signature

I, the undersigned, sign this Form ADV on behalf of, and with the authority of, the non-resident investment adviser. The investment adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this ADV, including exhibits and any other information submitted, are true and correct, and that I am signing this Form ADV Execution Page as a free and voluntary act.

I certify that the adviser's books and records will be preserved and available for inspection as required by law. Finally, I authorize any person having custody or possession of these books and records to make them available to federal and state regulatory representatives.

Signature:

Date: MM/DD/YYYY

Printed Name: Title:

Adviser CRD Number: 160701

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:

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity holding a direct or indirect interest in the Applicant, State the legal name of the Applicant in which the Disclosing Party holds an interest; £]ro.C CX\&m<i\ C)V&&or, "Xac.

OR

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

B. Business address of the Disclosing Party: ^c^tn VWIO&ck "TrW^P, f'l»c

C. Telephone: ftn-glfe-g*** Fax: kn~5l(^;fo^ Email: clofifc^bxW^M.^

D. Name of contact person: ffiywt LaJTbCtx.

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to

F. which this EDS pertains. (Include project number and location of property, if applicable):

F. "t)CWeli5^6/vV WMUV'W, C^i- o^etta-iOA of- <.AvtfVi>ii^ oontmbiu eX

G. Which City agency or department is requesting this EDS? Vhg^|& Tte^rW/A <£ AvktM

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 (Is
- Limited partnership
- Trust

Limited liability company Limited liability partnership Joint venture
 Not-for-profit corporation
 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:

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

Yes

No ^N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
-		
VlfrAbl See. cVW>ieA-		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

City elected official in the 12 months before the date this LDD is signed:

Yes & No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	---

(Add sheets if necessary)

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

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11.13.1. of this EDS:

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

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

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

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

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

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

any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

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

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

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

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

Along-

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

/vW

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. is is not

a "financial institution" as defined in Section 2-32-4S5(b) of the Municipal Code.

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

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

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

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

Yes (f) No

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

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

Does the Matter involve a City Property Sale?

Yes (f) No

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

Name	Business Address	Nature of Interest
------	------------------	--------------------

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

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comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

DISCLOSURE ACT OF 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes

If "Yes," answer the three questions below:

No

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

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

Yes

No

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

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

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-15(5 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics <<http://www.cityofchicago.org/Ethics>>. and may also be obtained from the City's Board of Ethics, 740 N.

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

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

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

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

The Disclosing Party represents and warrants that:

Page 11 of 13

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

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

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

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

CERTIFICATION

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

(Print or type name of Disclosing Party)

By: V(JjM UMajL^

(Sign here)

"Ryfrfl /.^ Force

(Print or type name of person signing) (Print or type title of

person signing)

Signed and sworn to before me on (date) v-lAKJj/riA/| t| lo^ , at '-MftfVII^ County, W&Mw!i-l*L (slate).

ftiMft'A WV^fA^yV-^

Notary Public.

Commission expires: _

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

Yes No

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

Name:

Bain Capital (CC) IX Offshore, L.P.

Bain Capital (CC) IX, L.P.

Bain Capital (CC) X Offshore, L.P.

Bain Capital CC IX Comvestment Offshore, L.P.

Bain Capital (CC) X, L.P.

Bain Capital (CC) IX Coinvestment, L.P.

<u>Business Address:</u>	<u>Percentage Interest</u>
	in Disclosing Party: John Hancock Tower 20.58% 200 Clarendon Street, Boston, MA 02116
John Hancock Tower	17.01 % 200 Clarendon Street, Boston, MA 02117 John Hancock Tower 15.04% 200
Clarendon Street, Boston, MA 02118 John Hancock Tower	12.75% 200 Clarendon Street, Boston, MA 02119 John
Hancock Tower 11.18% 200 Clarendon Street, Boston, MA 02120 John Hancock Tower	10.66% 200 Clarendon
Street, Boston, MA 02121	

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION 1 - GENERAL INFORMATION

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

Bain Capital Ct\ oCfetoa, L-P.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: £J&(kC cW/mel cX>Uo^l?; 3>i<r-

OR

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

B. Business address of the Disclosing Party:

C. Telephone: 6V~t~SH>'2c>w> Fax: 6h-5lb-2olo Email: ckfWie&l^Wcif iUl co*v

D. Name of contact person: R^foO Lo-PofCfe

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable): *l>WetafMeA^; IrtStavUfcVtstt, iJtfvi. ofwxhci*^ Of Coiw^&TtUl <Jv<<"Vl>w<> Cv>C<ijit>n> <T

G. Which City agency or department is requesting this EDS7^V\i^6 Tty^r-Wnl -Jr Avuv^Oft

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

Specification # and Contract #

SECTION TI DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation also a 501(c)(3))7 |
| <input type="checkbox"/> Limited partnership | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

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

T)pWaM

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 J>3 N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

I. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(B).

- If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

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

Page 2 of 13

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

Name	Business Address	Percentage Interest in the Disclosing Party
------	------------------	---

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	---

(Add sheets if necessary)

h(J Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities. SECTION V -

CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

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

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

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

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Related Parties").

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").

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity; .
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

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

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

AlOM

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

/U&flt-

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. is M is not

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

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

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

in Municipal Code, we understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

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

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

Yes (if No

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

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

Does the Matter involve a City Property Sale?

Yes DO No

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

Name	Business Address	Nature of Interest
------	------------------	--------------------

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

Page 8 of 13

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No If "Yes," answer the three questions below:

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

Yes No

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

Yes No

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

Yes No

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

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

ftfo (ft;U ix offi>Wi. up.

(Print or type name of Disclosing Party)

By: Jkffl (/&U •

(Sign here)

(Print or type name of person signing) (Print or type title

of person signing)

Signed and sworn to before me on (date) CföWivr-yi A j 'L6)'>, /Sc'tX at 'yUrtfy-Vi. County, ^^U\ v^N^Wc|

/idkr A.Ui.t^K^

Notary Public.

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• V\<<w

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix Is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It Is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section U.B.1.a., if (the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

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.