



Office of the City Clerk

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Legislation Details (With Text)

File #: O2015-7314
Type: Ordinance **Status:** Passed
File created: 9/24/2015 **In control:** City Council
Final action: 11/18/2015
Title: First amendment to ground service equipment staging and storage facility lease with American Airlines, Inc. at Chicago O'Hare International Airport
Sponsors: Emanuel, Rahm
Indexes: Lease
Attachments: 1. O2015-7314.pdf

Date	Ver.	Action By	Action	Result
11/18/2015	1	City Council	Passed	Pass
11/12/2015	1	Committee on Aviation	Recommended to Pass	Pass
9/24/2015	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL MAYOR

September 24, 2015

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

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing an amendment to a lease agreement with American Airlines for equipment storage and staging.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE

WHEREAS, the City of Chicago ("City"), a home rule unit of local government under the 1970 Constitution of the State of Illinois, owns and operates an airport known as Chicago O'Hare International Airport ("O'Hare") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, the City and American Airlines, Inc. ("American") entered into a Ground Service Equipment Staging and Storage Facility I Lease dated as of July 15, 1986 (the "Original Lease") pursuant to which the City leased to American a portion of O'Hare more specifically described therein (the "Original Premises") for glycol and fuel storage and dispensing and the operation of a ground service equipment staging and storage facility, and the City has determined that, as part of the O'Hare Modernization Program (the "OMP") and the runway reconfiguration and improvements being constructed in connection therewith, it will be necessary for American to relocate its operations being conducted on the Original Premises to a different location at O'Hare (the "Relocation Premises"), and American is willing to relocate its operations to the Relocation Premises; and

WHEREAS, the City and American also entered into a Ground Service Equipment Staging and Storage Facility II Lease in 1993 (the "GSE II Lease") pursuant to which American stages, stores and parks ground service equipment on another portion of O'Hare (the "GSE II Premises"); and

WHEREAS, since the City has requested that American relocate from the Original Premises to the Relocation Premises, American desires also to relocate the activities and operations currently conducted by American on the GSE II Premises to the Relocation Premises, and the City is willing to allow such relocation by American; and

WHEREAS, the City desires to enter into a First Amendment to Ground Service Equipment Staging and Storage Facility I Lease that is substantially in the form of the draft First Amendment to Ground Service Equipment Staging and Storage Facility I Lease (the "First Amendment") attached hereto as Exhibit A, to amend the Original Lease to relocate the Original Premises to the Relocation Premises such that the Relocation Premises become the Leased Premises under the Original Lease as amended by the First Amendment; and

WHEREAS, the City desires to enter into a Lease Termination Agreement with American that is substantially in the form of the Lease Termination Agreement attached hereto as Exhibit B (the "Lease Termination Agreement") in order to terminate the GSE II Lease on the effective date of the First Amendment; 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 here.

SECTION 2. The Mayor or his proxy is hereby authorized to execute, upon the recommendation of the Commissioner of the Chicago Department of Aviation (the "Commissioner") and the approval of the Corporation Counsel as to form and legality, a First Amendment that is substantially in the form of the draft First Amendment that is attached hereto as Exhibit A. The City Clerk is hereby authorized and directed to attest the First Amendment and to affix thereto the corporate seal of the City or a facsimile thereof.

SECTION 3. The Mayor or his proxy is hereby authorized to execute, upon the recommendation of the Commissioner and the approval of the Corporation Counsel as to form and legality, a Lease Termination

Agreement that is substantially in the form of the draft Lease Termination Agreement that is attached hereto as Exhibit B.

SECTION 4. The Commissioner and such other City officials and employees as may be required are authorized to take such actions and execute such other documents as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 5. This ordinance will be in full force and effect from and after its passage and approval.

EXHIBIT A

FIRST AMENDMENT TO GROUND SERVICE EQUIPMENT STAGING AND STORAGE FACILITY I LEASE (Relocation)

**THIS FIRST AMENDMENT TO GROUND SERVICE EQUIPMENT STAGING
AND STORAGE FACILITY 1 LEASE (this "Amendment") is made and entered into as of
, 2015 (the "Effective Date") by and between the CITY OF CHICAGO,
a municipal corporation and home rule unit of local government organized and existing under Article
VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois (the "City"), and
AMERICAN AIRLINES, INC., a corporation organized and existing under and by virtue of the laws of
the State of Delaware ("Airline").**

RECITALS:

A. The City owns and operates that certain airport located within the City and commonly known as Chicago O'Hare International Airport (the "Airport").

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

C. In the exercise of its authority to promote and develop the Airport, the City has established the O'Hare Modernization Program (the "OMP") to provide for, among other things, the reconfiguration of the Airport's existing runways into a more modern and efficient configuration which is intended to promote and enhance aviation and commerce, shipping, and travel in, to, and around the Airport.

D. The City and Airline have heretofore entered into that certain Ground Service Equipment Staging and Storage Facility I Lease dated as of July 15, 1986 (the "Original Lease") whereby the City leased to Airline, and Airline leased from the City, a portion of the Airport more specifically described therein (the "Original Premises") for glycol and fuel storage and dispensing and the operation of ground service equipment staging and storage facility for a term ("Term") as currently set forth therein, all on the terms and conditions set forth therein.

E. The City has determined that, as part of the OMP and the runway reconfiguration and

improvements being constructed in connection therewith, the Original Premises will need to be relocated to certain other space at the Airport, and Airline is willing to so relocate the Original Premises, all on the terms and conditions hereinafter set forth.

F. Upon execution and delivery of this Amendment by each of the City and Airline, the Original Lease and this Amendment will collectively be referred to as the "Lease".

G. In addition to the forgoing, the City and Airline have heretofore entered into that

G. certain Ground Service Equipment Staging and Storage Facility II Lease dated as of ,

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1993 (the "GSE II Lease") whereby the City leased to Airline, and Airline leased from the City, an additional portion of the Airport as more specifically described therein for staging, storing and parking of ground support service equipment, all on the terms and conditions set forth therein.

H. Concurrently herewith, the City and Airline are entering into that certain Lease

Termination Agreement, dated of even date herewith, pursuant to which the GSE II Lease will be terminated, all on the terms and conditions to be outlined therein.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated by reference thereto), the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree that the Lease shall be and hereby is modified as follows:

I. Extension of Term. Effective as of the Effective Date hereof, the Term shall be

and is hereby extended for an additional period through and including November 30, 2022, the same as if November 30, 2022 had been the Termination Date as initially set forth therein.

Airline shall continue paying rent during such period at the amount of \$0.42 per square foot of the Original Premises, which rent shall otherwise be paid pursuant to and in accordance with Section 4.01 (Rent) of the Lease, as amended hereby.

2. Relocation; Lease of Demised Premises; Turnover of Demised Premises.

a) Effective on October 1, 2015 ("Occupancy Date"), that certain real property comprising a portion of the Airport and consisting of approximately 131,419 square feet, which real property is depicted on and legally described on Exhibit A attached hereto and made a part hereof (the "Land"), together with the buildings, facilities, improvements, paving, and structures constructed therein or thereon (collectively, the "Improvements") (the Land and the Improvements are sometimes referred to hereinafter, collectively, as the "Demised Premises"), shall be and become the Demised Premises hereunder, subject to the terms and conditions hereinafter set forth. The final square footage of the Demised Premises, if different than the above figures, shall be confirmed by the parties in the Relocation Confirmation (as hereinafter defined).

b) The City shall deliver the Land "as is" upon execution of this Amendment ("Initial Airline Access Date"). The City makes no representation or warranty with respect to the soil conditions of the Demised Premises or the adequacy of the Demised Premises for Airline's intended use. All work required to prepare the Demised Premises for construction of Airline Improvements (as hereinafter defined), shall be performed by Airline at the City's cost and expense in accordance with all terms and provisions of this Amendment and the Construction Agreement (as hereinafter defined), which work shall include without limitation the removal or remediation of Hazardous Materials, to the extent required under applicable Law, in order to prepare the Demised Premises for construction of Airline Improvements.

c) On April 3, 2015 (the "Relocation Date"), Airline has vacated and surrendered the entirety of the Original Premises to the City. Airline shall fully comply with all of its

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obligations under the Original Lease with respect to the Original Premises accruing through the Relocation Date, including, without limitation. Airline's obligations for rentals and other charges, and those provisions relating to the condition of the Original Premises and the removal of Airline's personal property therefrom upon termination or expiration of the Term of the Original Lease. Notwithstanding anything to the contrary contained in the Original Lease, Airline shall have the right to remove from the Original Premises any personal property or trade fixtures that Airline desires to remove, but Airline shall not have any obligation to remove or repair any property from the Original Premises so long as the Original Premises is not left in a dangerous or hazardous condition.

d) **The City has heretofore delivered to Airline, and Airline acknowledges receipt of, the following items with respect to the Demised Premises: (i) that certain Phase I Environmental Site Assessment Report prepared by Environmental Design International Inc ("EDI") designated as "Phase I Environmental Site Assessment Report Project Site: American Airlines Replacement Fueling Center and Glycol Storage Facility Relocation, O'Hare International Airport, Chicago, Illinois" and dated as of July 2014 (the "Phase I Environmental Report").**

e) Effective as of the Effective Date, each of Exhibit B (Procedures for Design and Construction of Improvements) and Exhibit C (Equal Employment and Affirmative Action) to the Original Lease shall be amended by deleting them in their entirety, it being understood and agreed that the terms and provisions of Exhibit B-1 and Exhibit B-2 attached hereto and made a part hereof shall supersede such exhibits, and shall be applicable to the Airline Improvements. Exhibit C to this Amendment shall be utilized for any future Improvements to the Demised Premises.

3. Relocation Payment.

(a) Within thirty (30) business days following the effective date of the ordinance approving this Amendment, the City shall pay to Airline via wire transfer the sum of Twenty Million Six Hundred Twenty-Three Thousand Four Hundred Ninety-Seven and 10/100 Dollars (\$20,623,497.10), less any amounts actually paid by the City to Airline under that Design Letter Agreement dated as of May 15, 2014 and that Interim Funding Letter Agreement dated as of November 21, 2014 and the amended Interim Funding Letter Agreement dated as of May 26, 2015 (the "Relocation Payment"), which Relocation Payment may, but shall not be required to be applied by Airline towards the costs of designing and constructing the Airline Improvements (as hereinafter defined) and Airline's relocation and move from the Original Premises to the Demised Premises, it being acknowledged and agreed by Airline, however, that such Relocation Payment shall be deemed full and adequate compensation to Airline for any and all such costs and expenses. Except for the roadway access modifications and parking improvements that American has agreed to perform on behalf of the city under a separate reimbursement agreement, in no event shall the City have any liability or responsibility to compensate or reimburse Airline for any amounts in excess of the Relocation Payment as a result of Airline's design or construction of the Airline Improvements, Airline's relocation and the move from the Original Premises to the Demised Premises

hereunder, or Airline's performance of any of its other obligations hereunder or under the Lease, and in no event shall Airline be required to refund any portion of the Relocation Payment to the City in the event that any such costs are less than the

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Relocation Payment hereunder. The improvements which will be constructed under a separate reimbursement agreement include: Landside Chicago Fire Department ("CFD") Parking lot immediately west of the new AA Glycol & Fuel Dispensing Site; Landside CFD Parking immediately South of the New Airfield Access Road; RB-40 Access Gate immediately South of the New Airfield Access Road; and New Access Gate to the Com Ed Switch Yard ("Separate Reimbursement Improvements").

(b) Notwithstanding anything in the Lease, as amended by this Amendment, to the contrary, neither the City nor the OMP, nor any of their respective departments, divisions, elected officials, officers, agents, employees, representatives, or contractors, makes any representations or warranties of any type whatsoever, nor have such parties provided any advice whatsoever, with respect to the treatment of the Relocation Payment, or of any other payments or sums, paid or otherwise made available by the City or the OMP to Airline under federal, state, or local income tax laws or revenue laws.

4. Rent.

(a) Effective on the Occupancy Date, Subsection 4.01(a) of the Lease shall be amended by deleting it in its entirety and by substituting the following Subsection 4.01(a) in lieu thereof:

"(a) At such time and in such manner as set forth in subsection (b) hereof. Airline shall pay the City rent (the "Fixed Rent") for the Demised Premises as follows:

(i) For the period through and including November 30, 2022, Fixed Rent shall be \$0.42 per square foot per year for 131,419 square feet, representing the square footage of the Demised Premises;

(ii) In the event that Airline exercises the First Extension Option, the Second Extension Option, or the Third Extension Option (as hereafter defined), as the case may be. Fixed Rent during the First Extended Term, the Second Extended Term, or the Third Extended Term (as hereafter defined), as the case may be, shall be at the Fair Rental Value for the Demised Premises."

5. Construction of Airline Improvements on Demised Premises.

(a) Airline shall commence construction upon the Demised Premises of certain improvements (collectively, the "Airline Improvements"), which Airline Improvements shall be more specifically described and depicted in, and shall be constructed by Airline in substantial accordance with, the Final Demised Premises Plans (as defined in Exhibit B-1 attached hereto). Airline shall perform the same with reasonable diligence, at its own cost and expense (subject to the City's payment of the Relocation Payment). The Airline Improvements shall consist of the construction of a glycol and fueling center for glycol and fuel storage and dispensing, de-icing truck staging, and ground service equipment and cargo pod storage, all as more specifically described in the Final Demised Premises Plans, but does not include the Separate

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Reimbursement Improvements.

b) The City does not warrant the accuracy of any of the information provided by third parties as part of the Airline Improvements, or any drawings, plans, or specifications prepared in connection therewith, and shall have no liability arising out of any inaccurate information provided by third parties as a part thereof. The City's approval of the Airline Improvements, or any drawings, plans, or specifications prepared in connection therewith, or any portion thereof, shall not impose upon the City or its officials, officers, employees, or agents any liability or obligation with respect to the design or construction of the Airline Improvements, or the compliance of the Airline Improvements with any applicable Laws.

c) Except as expressly provided to the contrary in this Amendment, and except for the City's obligations to the extent expressly set forth in the Original Lease, the City shall not be required to perform any work or construct any improvements, furnish any services or facilities, perform any maintenance, make any repairs or alterations, or perform any environmental remediation or clean-up in or to the Demised Premises, or any portion thereof, throughout the Term hereof. Further, and for the avoidance of doubt, nothing herein is intended or shall be construed to obligate Airline to perform, provide, or complete any work to the extent expressly required of the City under this Amendment, or to cure, correct, or remediate any City-Caused Environmental Condition (as such term is hereinafter defined) or such other condition as identified in Section 15(e)(iii).

d) EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN THIS AMENDMENT (INCLUDING, WITHOUT LIMITATION, SUBSECTION 2(b) HEREOF), THE CITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE DEMISED PREMISES OR THAT THE DEMISED PREMISES SHALL BE SUITABLE FOR AIRLINE'S PURPOSES OR NEEDS.

6. Extension Options. Subject to the terms and provisions of this Section 6, Airline shall have and is hereby granted three (3) options (each, an "Extension Option", and collectively, the "Extension Options") to extend the term of the Lease for the entirety of the Demised Premises, the first such option (the "First Extension Option") being for an additional period of five (5) years commencing on December 1, 2022 and ending on November 30, 2027 (the "First Extended Term"), the second such option (the "Second Extension Option") being for an additional period of period of five (5) years commencing on December 1, 2027 and ending on November 30, 2032 (the "Second Extended Term"), and the third such option (the "Third Extension Option") being for an additional period of period of five (5) years, five (5) months, eleven (11) days commencing on December 1, 2032 and ending on May 11, 2038 (the "Third Extended Term").

(a) The First Extension Option shall be exercised by Airline, if at all, by giving binding written notice (the "First Extension Notice") to the City on or before, but not later than, May 31, 2022 (the "First Extension Option Exercise Date"), the Second Extension Option shall be exercised by Airline, if at all, by giving binding (subject to Subsection 6(c)(iv) below) written notice (the "Second Extension Notice") to the City on or before, but not later than May 31, 2027 (the "Second Extension Notice"), and the Third Extension Option shall be exercised by Airline,

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if at all, by giving binding (subject to Subsection 6(c)(iv) below) written notice (the "Third Extension Notice") to the City on or before, but not later than, May 31, 2032 (the "Third Extension Option Exercise Date"). In the event that Airline fails to deliver Airline's First Extension Notice to the City on or before the First Extension Option Exercise Date, Airline shall be deemed to have irrevocably waived its First Extension Option hereunder, in the event that Airline fails to deliver Airline's Second Extension Notice to the City on or before the Second Extension Option Exercise Date, Airline shall be deemed to have irrevocably waived its Second Extension Option hereunder, and in the event that Airline fails to deliver Airline's Third Extension Notice to the City on or before the Third Extension Option Exercise Date, Airline shall be deemed to have irrevocably waived its Third Extension Option hereunder. If any of the foregoing occurs, this Section 6 and Airline's rights hereunder shall become null, void, and of no further force or effect. Airline's right to exercise the

Second Extension Option hereunder shall be subject to and conditioned upon Airline's valid exercise of the First Extension Option hereunder, and Airline's right to exercise the Third Extension Option hereunder shall be subject to and conditioned upon Airline's valid exercise of each of the First Extension Option and the Second Extension Option hereunder.

b) Each of the First Extended Term, the Second Extended Term, and the Third Extended Term shall be on the same terms, covenants, and conditions of the Lease, excluding the provisions of this Section 6 (except with respect to each of the First Extended Term and the Second Extended Term, for which this Section 6 shall continue to apply with respect to Tenant's right to exercise the Second Extension Option, and the Third Extension Option, as the case may be, hereunder), except for the Fixed Rent payable during the First Extended Term, the Second Extended Term, or the Third Extended Term, as the case may be. Airline shall have no further right or option to extend the Term of the Lease beyond the Third Extended Term. Any termination of the Lease during the original Term thereof or during the First Extended Term, the Second Extended Term, or the Third Extended Term, as the case may be, shall terminate all rights of Airline under this Section 6. In addition to the Fixed Rent as hereinafter provided, Airline shall and hereby agrees to continue to pay to the City during each of the First Extended Term, the Second Extended Term, and the Third Extended Term Taxes, Utilities, and all other sums due and payable by Airline under the Lease in accordance with the terms and provisions thereof, as amended hereby.

c) Unless otherwise expressly agreed to in writing by Airline and the City in connection with the implementation of the OMP, the Fixed Rent during the First Extended Term, the Second Extended Term, and the Third Extended Term, as the case may be, shall be at the Fair Rental Value applicable thereto. The term "Fair Rental Value" as used herein shall mean, as applied to the Fixed Rent, the then applicable fair rental value for the Demised Premises for the First Extended Term, the Second Extended Term, or the Third Extended Term, as the case may be, determined as if unencumbered by the Lease or any mortgage, but subject to limitations on use of the Demised Premises as set forth therein, and taking into account the location and configuration of the Demised Premises, any relevant market factors and benchmarks, and the absence of typical or customary tenant improvements, tenant allowances, rent abatements or free rent periods, brokerage commissions, and other concessions then typically associated with comparable new tenancies, to the extent applicable. Within forty-five (45) days following the City's receipt of Airline's First Extension Notice, Second Extension Notice, or Third Extension

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Notice, as the case may be, the City shall advise Airline in writing (each, a "Fair Rental Value Notice") of the City's determination of the Fair Rental Value for the First Extended Term, the Second Extended Term, or the Third Extended Term, as the case may be, including applicable annual escalations thereof, which Fair Rental Value shall be based upon an appraisal obtained by the City (the "City Appraisal") from an independent appraiser selected by the City (the "City Appraiser"). Annual escalations in the Fair Rental Value applicable during the First Extended Term, the Second Extended Term, or the Third Extended Term, as the case may be, shall in no event exceed five percent (5%) per annum. Airline shall advise the City in writing within fifteen (15) business days following the date of such Fair Rental Value Notice whether Airline agrees or disagrees with the Fair Rental Value set forth therein (and in the event Airline fails to so notify the City within such 15-business day period, Airline shall be deemed to have disagreed with such determination). If Airline agrees with the City's determination as set forth in the Fair Rental Value Notice, the Fair Rental Value so determined shall become the Rent applicable during the First Extended Term, the Second Extended Term, or the Third Extended Term, as the case may be (subject to such escalations as may be part of such Fair Rental Value determination). If Airline disagrees (or is deemed to have disagreed) with such determination, the City and Airline shall negotiate the applicable Fair Rental Value in good faith for a period not to exceed an additional thirty (30) days (the "Negotiation Period"). If the City and Airline are unable to agree upon Fair Rental Value prior to expiration of the Negotiation Period, the Fair Rental Value shall be determined as follows:

i) Airline shall, within fifteen (15) business days following expiration of the Negotiation Period,

notify the City in writing of the name of an independent appraiser with not less than ten (10) years of experience in the appraisal of commercial real estate in the O'Hare area of the Chicago, Illinois metropolitan area, who is a member of MAI or a comparable organization whom Airline designates as its appraiser for purposes of determining such Fixed Rent (the "Airline Appraiser"). The Airline Appraiser shall submit to the City and Airline, within forty-five (45) days after such appointment, its written appraisal of the Fair Rental Value as applied to Rent hereunder (the "Airline Appraisal"). The City shall advise Airline within fifteen (15) business days following the City's receipt of such Airline Appraisal whether the City agrees or disagrees with the Fair Rental Value set forth therein (and in the event the City fails to so notify Airline within such 15-business day period, the City shall be deemed to have disagreed with such determination). If the City agrees with the Airline Appraisal, the Fair Rental Value so determined shall become the Fixed Rent applicable during the First Extended Term, the Second Extended Term, or the Third Extended Term, as the case may be (subject to such escalations as may be part of such Fair Rental Value determination).

ii) If the City disagrees (or is deemed to have disagreed) with such determination, then, within fifteen (15) business days thereafter, the City and Airline shall mutually select a third appraiser with the same qualifications or who meets the same criteria as required of the Airline Appraiser ("Third Appraiser"), which Third Appraiser shall be reasonably acceptable to each of the City and Airline. Prior to the Third Appraiser's appointment, neither Airline nor the City will reveal to the Third Appraiser such party's opinion regarding the Fair Rental Value (unless otherwise requested by such

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Third Party Appraiser, in which event both the City and Airline will submit such information). The Third Appraiser shall submit to the City and Airline, within thirty (30) days after its appointment, its written appraisal of the Fair Rental Value as applied to Fixed Rent hereunder (the "Third Appraiser Determination"). Subject in all events to applicable laws and FAA regulations: (a) if the Third Appraiser Determination is ten percent (10%) or less at variance from the point that is equidistant between the City Appraisal and the Airline Appraisal, the average of the three (3) appraisals shall determine the Fair Rental Value as applied to Fixed Rent hereunder; (b) if the Third Appraiser Determination is more than ten percent (10%) at variance from the point that is equidistant between the City Appraisal and the Airline Appraisal, the Fair Rental Value as applied to Fixed Rent hereunder shall be determined by taking the average of the two (2) closest appraisals. Notwithstanding the foregoing, in no event shall the Fair Rental Value be higher than the initial City Appraisal or lower than the initial Airline Appraisal.

iii) If Airline fails to designate an Airline Appraiser as herein required, or if the parties fail to designate a Third Appraiser, when required, then both parties, acting jointly, shall apply to a court of competent jurisdiction or to the American Arbitration Association at Chicago, Illinois to make such designation. The determination of such appraisal as herein provided shall be final and binding upon the parties (subject only to Airline's right to withdraw its exercise of the applicable Extension Option as hereinafter provided) and a final judgment thereon may be entered in a court of competent jurisdiction on the petition of either party. Each party will bear the expenses of the appraiser appointed by such party and the parties shall share equally the expenses of the Third Appraiser.

iv) In the event that Airline is not satisfied with the Fair Rental Value as determined by the Third Appraiser in Airline's sole discretion, Airline shall have the right, by delivery of written notice to the City within thirty (30) days after the Third Appraiser Determination, to rescind its exercise of the First Extension Option, the Second Extension Option, or the Third Extension Option, as the case may be, which rescission shall be final and irrevocable, and in which event the Lease shall terminate as originally provided, the Term shall not be extended, and Airline's rights under this Section 6 shall become null, void, and of no further force or effect. In such event.

Airline shall reimburse the City, within thirty (30) days following the City's invoice therefor, for any and all reasonable, documented, out-of-pocket third-party costs and expenses incurred by the City in connection with the arbitration process outlined in this Subsection 6(c).

v) In the event that the Fixed Rent payable during the First Extended Term, the Second Extended Term, or the Third Extended Term, as the case may be, has not been determined for any reason by the commencement of the First Extended Term, the Second Extended Term, or the Third Extended Term, as the case may be, Airline shall in such event continue to pay Fixed Rent at the then-applicable rate hereunder until such time as the Fixed Rent payable during the First Extended Term, the Second Extended Term, or the Third Extended Term, as the case may be, has been determined as aforesaid (and any adjustments based upon such Fixed Rent determination shall be payable by Airline retroactively as of the commencement of the First Extended Term, the Second Extended

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Term, or the Third Extended Term, as the case may be).

d) The Extension Options are personal to American Airlines, Inc. and any Affiliate (as hereinafter defined) and may not be exercised by or for the benefit of any other party, nor shall such Extension Options extend to any assignee, subtenant, or any other party (other than an Affiliate). It shall be a condition of Airline's right to exercise the Extension Options that, at the time of delivery of Airline's First Extension Notice, the Second Extension Notice, or the Third Extension Notice, as the case may be, or upon the commencement of the First Extended Term, the Second extended Term, or the Third Extended Term, as the case may be, (i) Airline is not in default under any of the terms, covenants, or conditions of the Lease at the time that Airline delivers the First Extension Notice, the Second Extension Notice, or the Third Extension Notice, as the case may be, or upon commencement of the First Extended Term, the Second extended Term, or the Third Extended Term, as the case may be, (ii) Airline (or an Affiliate) is then leasing and occupying not less than fifty-one percent (51%) of the Demised Premises, and (iii) the Lease is then in full force and effect and neither the Lease nor Airline's right to possession of the Demised Premises has been terminated.

e) In the event that Airline exercises any Extension Option under this Section 6, Airline and City shall execute an extension confirmation agreement within thirty (30) days following the determination of Rent payable during the First Extended Term, the Second Extended Term, or the Third Extended Term, as the case may be, as hereinabove provided, with respect to the First Extension Option, the Second Extension Option, or the Third Extension Option.

7. Additional City Obligations.

(a) At all times during the Term of the Lease, and any renewal or extension thereof, but subject in all events to applicable Laws (other than any ordinance or other law enacted by the City after the Effective Date hereof that has as its effect the prohibition or substantial limitation of the City's right to carry out its obligations under this Subsection 7(a)), the City shall maintain reasonable vehicular (including ground service equipment) access to the Demised Premises, and shall maintain such vehicular access in a manner which does not interfere (other than to a de minimis extent) with Airline's use and occupancy of the Demised Premises for the uses permitted under the Lease, including vehicular access in connection therewith. If applicable Laws substantially limit or prohibit the City from carrying out its obligations under this Subsection 7(a), the City shall use its best efforts to provide the maximum level of vehicular access permitted by Law. If reasonable vehicular access to the Demised Premises is not or cannot be provided such that the Demised Premises can no longer be used for the purposes permitted under the Lease, then Airline and City shall work together to find a mutually agreeable replacement space for the Demised Premises in the Airport. Upon locating a mutually agreeable replacement space for the Demised Premises at the Airport, the parties shall then diligently execute a lease amendment for such replacement space.

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

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

b) to exhibit the Demised Premises to prospective tenants during the last six (6) months of the Term (or the applicable Extended Term, if and when the Extension Options are exercised by Airline hereunder) at reasonable hours upon the giving of reasonable notice, and to decorate, remodel, repair, alter, or otherwise prepare the Demised Premises for reoccupancy at any time after Airline Abandons the Demised Premises;

c) to maintain, replace, repair, alter, construct, or reconstruct existing and future utility, mechanical, electrical, and other systems or portions thereof on the Demised Premises, including, without limitation, systems for the supply of heat, water, gas, fuel, electricity, and for the furnishing of sprinkler, sewerage, drainage, and telephone service, including all related lines, pipes, mains, wires, conduits, and equipment; provided, such work by the City shall not reduce the square footage of the Demised Premises (other than to a de minimis extent), nor shall such work by the City interfere (other than to a de minimis extent) with Airline's use of the Demised Premises for the purposes permitted under the Lease, including vehicular and aircraft access in connection therewith, or impair Airline's systems or facilities located on the Demised Premises. If the City is performing any such activity on the Demised Premises, the City shall provide reasonable advance notice to Airline (except in the event of an emergency). In the exercise of such rights, the City shall not unreasonably interfere with the business conducted by Airline in the Demised Premises;

d) to exercise such other rights as may be granted the City elsewhere in the Lease;
and

e) upon the giving of reasonable notice and at reasonable times (it being understood and agreed that Airline shall be permitted to have a representative of Airline accompany the City so long as the City is not required to delay, other than to a de minimis extent, entry due to the unavailability of any such Airline representative), Airline shall allow the City, and its officials, officers, agents, employees, and contractors, reasonable access to the Demised Premises for the purpose of inspecting the same, or for examining the same to ascertain if Airline is performing its obligations under the Lease, and for conducting tests and inspections for any other reason deemed reasonably necessary by the City under the Lease.

9. Airport Conditions. Notwithstanding anything in the Lease to the contrary, the following covenants, agreements, and restrictions shall apply to Airline's use and occupancy of the Demised Premises, which covenants, agreements, and restrictions shall run with the land, for the benefit of the City and its successors and assigns in the ownership and operation of the Airport:

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a) Airline shall neither construct nor permit to stand on the Demised Premises any building, structure, poles, trees, or other object, whether natural or otherwise, in violation of FAR Part 77, or which would otherwise interfere (other than to a de minimis extent) with the use and operation of the Airport.

b) Airline's use of the Demised Premises shall be compatible with noise levels associated with the operation of the Airport.

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

10. Other Legal Requirements.

(a) Notwithstanding anything in the Original Lease to the contrary, if performing any work related to this Lease and entering into contracts in furtherance thereof, the Airline shall at all times observe and comply, and shall require its consultants, contractors, and subcontractors (including, without limitation, requiring the inclusion of such requirements in all of Airline's contracts or agreements with such consultants, contractors, or subcontractors and the City shall be expressly identified as a third party beneficiary in the contracts and granted a direct right of enforcement thereunder) to observe and comply, with all applicable federal, state, and local laws, ordinances, rules (including Airport Rules), regulations, and executive orders, now existing or hereinafter in effect (each, a "Law", and collectively, "Laws"), which may in any manner affect the Land, the Demised Premises and/or the performance of the Services, to the same extent the City would be required to comply with such Laws. Provisions required by Law to be inserted in this Lease shall be deemed inserted, whether or not they appear in this Lease or, upon application by either party, this Lease shall forthwith be amended by physically making such insertion; provided, however, in no event shall the failure to insert such provisions prevent the application or enforcement of such provisions or of this Lease. The Airline shall execute, and further shall cause its contractors and subcontractors to execute, any certifications required by such Laws in connection with contracts for the performance of the work. The Laws shall include, but shall not be limited to, the following:

FEDERAL

Aviation Security, 49 USC 449 et seq.

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

Age Discrimination Act, 42 USC 6101 - 6106.

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- Rehabilitation Act of 1973, 29 USC 793-794
- Equal Employment Opportunity Regulations 41 CFR Part 60-2
- Americans with Disabilities Act (P.L. 101-336), 41 CFR Part 60 et seq.(1990)
- Air Carriers Access Act, 49 USC 41705 FAA Circular No. 150/5100 15A

- Uniform Federal Accessibility Guidelines for Buildings and Facilities ("ADAAG")
 - Occupational Safety and Health Act, 40 USC 333; 29 CFR 1926.1
 - Hazard Communication Standard, 29 CFR 1926.58 STATE
 - Municipal Purchasing Act, 65 ILCS 5/8-10-1 et seq.
 - Illinois Environmental Protection Act, 415 ILCS 5/1
 - Tax Delinquency Certification, 65 ILCS 5/11-42.1-1
 - Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., regulations at 71 Ill. Adm. Code Ch. 1, Sec. 400.110
 - Steel Products Procurement Act, 30 ILCS 565/1 et seq.
 - Public Construction Bond Act, 30 ILCS 550/0.01 et seq. (in form and amount and with surety acceptable to the City and The City named as co-obligee)
 - Prevailing Wage Act, 820 ILCS 130/0.01 22 et seq.
 - Mechanics Lien Act, 770 ILCS 60/23 (waiver of liens)
 - Criminal Code provisions applicable to public works contracts, 720 ILCS 5/33E
 - Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.
- Illinois Human Rights Act, 775 ILCS 5/1-101

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- Public Works Employment Discrimination Act, 775 ILCS 10/0.01
- Illinois Public Act 85-1390 (1988 Ill. Laws 3220) (MacBride Principles)
- Veteran Preference Act, 330 ILCS 55/0.01 et seq.
- Illinois Governmental Ethics Act, 5 ILCS 420/1-101
- Public Officer Prohibited Activities Act, 50 ILCS 105/3
- Municipal Purchasing Act for Cities of 500,000 or More Population, 65 ILCS 5/8-10-17 (pecuniary interest)
- Illinois Wage Payment and Collection Act, 820 ILCS 115/9 (deduction from wages)

(iii) MUNICIPALITY

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

- Section 2-92-030 of the Municipal Code of Chicago (Performance bonds)
- Section 2-92-580 of the Municipal Code of Chicago (MacBride Principles)
- Section 2-160-010, et seq. of the Municipal Code of Chicago (Chicago Human Rights ordinance)
- Section 2-92-420 of the Municipal Code of Chicago (Minority Owned and Women-Owned Business Enterprise Procurement Program)
- Section 2-92-330 of the Municipal Code of Chicago (Resident Preference)
- Section 2-92-390 of the Municipal Code of Chicago (Affirmative Action)
- Section 2-92-320 of the Municipal Code of Chicago (Non Collusion, Bribery of a Public Officer or Employee)
- Chapter 2-56 of the Municipal Code of Chicago (Office of Inspector General)
- Chapter 2-154 of the Municipal Code of Chicago (Disclosure of

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Ownership Interests)

- Chapter 2-156 of the Municipal Code of Chicago (Governmental Ethics Ordinance)
- Section 2-92-380 of the Municipal Code of Chicago (Set-off for fines)
- Sections 2-156-111, 2-156-160, 2-156-080 and 2-164-040 of the Municipal Code of Chicago (Requires financial interest disclosure)
- Section 2-92-610 of the Municipal Code of Chicago (Living Wage Ordinance)
- Chapter 4-36 of the Municipal Code of Chicago (Licensing of General Contractors)

b) Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to conduct any business (other than the exclusive right to use and occupy the Demised Premises), and the City reserves the right to grant to others the privileges and right of conducting any or all activities at the Airport (other than the right to use and occupy the Demised Premises).

c) The Lease involves the use of or access to space on, over, or under real property acquired or improved in connection with the Airport, and therefore involves activity which serves the public. Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (i) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (ii) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (iii) that Airline shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to applicable Laws, including,

without limitation, the regulations of the U.S. Department of Transportation.

d) Airline agrees to furnish services in the United States in compliance with applicable Laws and on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions.

11. Airport and Other Agreements; No Violations.

(a) Notwithstanding anything in the Lease to the contrary, Airline's use and occupancy of the Demised Premises shall be and remain subject to (a) the provisions of any

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existing or future agreements between the City and the United States government, the FAA, or any other governmental authority with jurisdiction over the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds, including, without limitation, grant agreements, and (b) the Airport Use Agreement, as the same may be amended or superseded from time to time. Notwithstanding the foregoing, to the extent of any conflicts between the Lease and the Airport Use Agreement with respect to Airline's use and occupancy of the Demised Premises, the Lease shall govern and control.

b) Airline further agrees, subject to Airline's rights under the Airport Use Agreement, that it shall not cause the City to violate any written, statutory, or regulatory assurances made by the City to the United States government, FAA, or other governmental authority in connection with the granting of any federal or other funds and/or approvals of PFCs; provided: (i) Airline's use of the Demised Premises for the purposes permitted under the Lease in accordance with the terms and provisions thereof shall not, in and of itself, be deemed to be a violation of such assurances for purposes hereof; (ii) Airline's obligations under this Subsection 11(b) shall not interfere with Airline's ability to operate at the Demised Premises for the purposes permitted under the Lease in accordance with the terms and provisions thereof, or conflict with the Lease, as amended hereby, or the Airport Use Agreement; and (iii) Airline's obligations under this Subsection 11(b) shall not be deemed to mitigate, restrict, or otherwise lessen Airline's rights or obligations under the Lease, the Airport Use Agreement, or any other written agreement between Airline and the City.

c) Nothing contained in the Lease, as amended hereby, shall be construed as Airline's waiver of any of its rights or obligations under the Airport Use Agreement or as establishing a course of conduct by Airline that it is expressly or impliedly waiving its rights or obligations under the Airport Use Agreement.

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

enhancement.

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13. Insurance Coverage Required. Section 9.01 of the Original Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"9.01 Insurance.

The Airline and its Contractor must provide and maintain at Airline's and its Contractor's own expense, during the term of the Lease and during the time period following termination date of Lease if Airline or its Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to this Lease.

(a) Insurance to be provided by Airline.

(i) Workers Compensation and Employers Liability. Workers Compensation, as prescribed by applicable law, covering all employees who are to provide a service under this Lease, and Employers Liability coverage with limits of not less than One Million Dollars (\$1,000,000) for each accident, illness or disease. Coverage must include other states endorsement, alternate employer and voluntary compensation endorsement.

ii) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than One Hundred Million Dollars (\$100,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverage must include the following: all premises and operations, products/completed operations, independent contractors, separation of insured, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and its managers, members, officers, and agents and employees are to be named as an additional insured under the policy. Such additional insured coverage shall be provided on ISO form CG 2010 or a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Airlines sole negligence or the additional insured's vicarious liability. Airline's insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

iii) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Airline must provide Automobile Liability Insurance with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for bodily injury and property damage including a MCS90 endorsement, when applicable. The City is to be named as an additional insured on a primary, non-contributory basis.

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- iv) Pollution Legal Liability. Pollution Legal Liability Insurance (claims-made) must be provided throughout this Lease term covering onsite and offsite bodily injury, property damage, clean-up costs and defense costs related to pollution conditions on, at, under or migrating from or through this Leased Site with limits of not less than Ten Million Dollars (\$10,000,000) per pollution condition/loss and Ten Million Dollars (\$10,000,000) aggregate dedicated to the Demised Premises. A multi-year policy period may be utilized up to five years per aggregate limit. Coverage to also include: restoration costs, transportation, contractual liability sufficient to address the indemnification clauses in this Lease and non-owned disposal site liability for waste or materials deposited offsite. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

Coverage must include underground and above ground storage tanks, owned, or operated including any onsite integral piping or dispensing equipment, ancillary equipment and containment system associated with the tanks and contents must be insured as "excess and difference-in-conditions" the applicable mechanism used to meet all federal financial responsibility requirements.

- v) Properly. The Airline must obtain All Risk Property Insurance at full replacement cost, covering all loss or damage to the Demised Premises and other property, including improvements and betterments. Coverage must include but shall not be limited to the following: extra expense, water including leakage, overflow, sewer backup and seepage, collapse, boiler and machinery, earthquake and flood. The City is to be named in the policy as a loss payee, as its interests may appear. The Airline is responsible for all loss or damage to its personal property (including but not limited to materials, equipment, tools and supplies), owned or rented by the Airline. The Airline is responsible for all loss or damage to the City property that results under this Lease.
- vi) Business Interruption. The Airline must obtain and maintain or cause to be obtained or maintained "use and occupancy" insurance or "business interruption" insurance covering the loss of revenues by reason of the total or partial suspension of or interruption in the operation of the Demised Premises caused by damage to or destruction of the Demised Premises in an amount not less than the amount required to meet the Rent for a period of not fewer than two years. The City is to be named in the policy as an additional insured and a loss payee.

(b) Insurance to be Provided by Contractor for Improvements and Construction Related to the Relocation.

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- i) Workers Compensation and Employers Liability. Workers Compensation, as prescribed by applicable law covering all employees who are to provide a service under this Lease and Employers Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each accident, illness or disease.
- ii) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for

bodily injury, personal injury, and property damage liability. Coverage must include the following: all premises and operations, products/completed operations (for full statue of repose following project completion), explosion, collapse, underground, excess auto liability, independent contractors, separation of insured, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and its managers, members, officers, and agents and employees are to be named as an additional insured under the policy. Such additional insured coverage shall be provided on ISO form CG 2010 for ongoing operations and CG 2037 after project completion or a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited lo, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Subcontractors performing work for the Contractor must maintain limits of not less than Five Million Dollars (\$5,000,000) and otherwise containing the same terms herein.

- iii) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for bodily injury and property damage, including an MCS90 endorsement, when applicable. The City is to be named as an additional insured on a primary non-contributory basis.
- iv) Builder's Risk. The Contractor must provide All Risk Builder's Risk Insurance at replacement cost of the Improvements or Demised Premises. The policy must include but not be limited to (1) coverage for all materials, equipment, machinery, fixtures, and furniture, labor, reasonable overhead and profit, and forms, form work and temporary structures to be "used up" in the construction, (2) coverage for loss arising out of testing, including "hot" testing, resulting damage arising out of error or omission

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in design, plans or specifications, and resulting damage arising out of faulty or defective workmanship or materials, freezing, and collapse coverage, (3) permission for use or occupancy of the Demised Premises while insured by the policy, (4) off-premises utility interruption and changes in ordinances or laws and resulting increased cost of construction, (5) off-premises storage of materials, materials in-transit to the job-site and extra expense, (6) Hood and earthquake coverage and 7) debris removal. The City is to be included as a named insured.

The Contractor is responsible for all loss or damage to personal property (including, but not limited to, material, equipment, tools and supplies) owned, rented or used by the Contractor.

The Contractor is responsible for all loss or damage to the City property that results from the work.

- (v) Professional Liability. When any architects, engineers, construction/project managers or other professional consultants perform work in connection with this work, Contractor is to maintain or cause to be

maintained Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Five Million Dollars (\$5,000,000). When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on this Lease.

A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

- vi) Valuable Papers. When any plans, designs, drawings, specifications and documents are produced or used under this Lease and owned by the Contractor, Valuable Papers Insurance shall be maintained in an amount to insure any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.
- vii) Contractor's Pollution Liability. Contractor's Pollution Liability must be provided throughout the term of operations covering bodily injury, property damage, cleanup costs, defense costs and other losses related to pollution conditions that arise from the construction, installation and development of the fuel farm with limits of not less than Five Million Dollars (\$5,000,000) per occurrence/Ten Million Dollars (\$10,000,000) annual aggregate. As applicable to the scope of work, coverage must include transportation and non-owned disposal coverage. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

(c) Insurance to be Provided by Contractor for Future Improvements and Construction.

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- (i) Workers Compensation and Employers Liability. Workers Compensation, as prescribed by applicable law covering all employees who are to provide a service under this Lease and Employers Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each accident, illness or disease.
- ii) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: all premises and operations, products/completed operations (for a minimum of two years following project completion), explosion, collapse, underground, independent contractors, separation of insured, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and its managers, members, officers, and agents and employees are to be named as an additional insured under the policy. Such additional insured coverage shall be provided on ISO form CG 2010 for ongoing operations and CG 2037 after project completion or a similar additional insured form acceptable to the City. The additional insured coverage must not have any

limiting endorsements or language under the policy such as but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

- iii) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractors must provide Automobile Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage, including an MCS90 endorsement, when applicable. The City is to be named as an additional insured on a primary non-contributory basis.
- iv) Property Insurance. When Contractor performs a repair or replacement of the equipment or improvements and betterments to the Demised Premises, the Contractors must provide All Risk Property/Installation Insurance, at replacement cost, for loss or damage to equipment, machinery, materials or supplies that are part of the Contract. Coverages must include in-transit, off-site, faulty workmanship or materials, testing and mechanical-electrical breakdown. The City of Chicago is to be named as a loss payee, as their interests may appear.

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The Contractor is responsible for all loss or damage to personal property (including, but not limited to, material, equipment, tools and supplies) owned, rented or used by the Contractor. The Contractor is responsible for all loss or damage to the City's property that results from the work.

- v) Professional Liability. When any architects, engineers,
 - v) construction/project managers or other professional consultants perform
 - v) work in connection with this work, Contractor is to maintain or cause to be
 - v) maintained Professional Liability Insurance covering acts, errors, or
 - v) omissions shall be maintained with limits of not less than Two Million
 - v) Dollars (\$2,000,000). When policies are renewed or replaced, the policy
 - v) retroactive date must coincide with, or precede start of work on this Lease.
 - v) A claims-made policy which is not renewed or replaced must have an
 - v) extended reporting period of two (2) years.
- vi) Contractor's Pollution Liability. When any remediation work is performed which may cause a pollution exposure, Contractor's Pollution Liability must be provided throughout the term of operations covering bodily injury, property damage, cleanup costs, defense costs and other losses related to pollution conditions that arise from the construction, installation and development of the fuel farm with limits of not less than Five Million Dollars (\$5,000,000) per occurrence/Five

Million Dollars (\$5,000,000) annual aggregate. As applicable to the scope of work, coverage must include transportation and non-owned disposal coverage. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

(d) *Other Provisions*

(i) The Airline and its Contractors must furnish the City, Department of Aviation, Real Estate and Finance Division, O'Hare Airport, 10510 West Zemke Road, Chicago, Illinois 60666, original Certificates of Insurance and all applicable endorsements evidencing the required coverage to be in force on the date of this Lease, and renewal certificates of insurance and endorsements, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease. The Airline and its Contractors must submit evidence of insurance on an insurance certificate and submit all applicable endorsement upon execution of this Lease. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Lease have been fully met, or that the insurance policies indicated on the certificate are in compliance with all requirements set forth in this Lease. The failure of the City to obtain certificates or other insurance evidence from the Airline and its Contractors must not be deemed to be a waiver by the City

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of any requirements for the Airline and its Contractors to obtain and maintain the specified coverages. The Airline and its Contractors must advise all insurers of the provisions of this Lease relating to required insurance coverages. Non-conforming insurance must not relieve the Airline and its Contractors of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Lease, and the City retains the right to stop work until proper evidence of insurance is provided or terminate this Lease.

The Airline and its Contractors must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Airline and its Contractors.

The Airline and its Contractors hereby waive and agree to require their insurers to waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Airline and its Contractors in no way limit the Airline's or its Contractors' liabilities and responsibilities specified within this Lease or by law.

If the Airline and its Contractors maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Airline and its Contractors. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by the Airline and its Contractors under this Lease.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Lease or any limitation placed on the indemnity in this Lease given as a matter of law and obligations regarding indemnification and duty to defend are independent from, and not limited by, the required insurance herein.

If Airline and its Contractors are a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Airline and its Contractors must require all subcontractors to provide the insurance required herein, or Airline and its Contractors may provide

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the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Airline and Contractors unless otherwise specified in this Lease. Airline and its Contractors must ensure that the City is an additional insured on insurance required from subcontractors.

- xi) If Airline and its Contractors or their respective subcontractors desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

- xii) Notwithstanding any provision in this Lease to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements."

14. Other Insurance Requirements. Notwithstanding anything in the Lease to the contrary:

a) The Airline or its contractor (to the extent such insurance requirements are for design and/or construction of Improvements) shall furnish the City of Chicago, O'Hare Modernization Program, 10510 West Zemke Road, Chicago, IL 60666, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Amendment, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of the Lease, as amended hereby (including the First Extended Term, the Second Extended Term, and the Third Extended Term, if applicable). The Airline must submit evidence of insurance on the City of Chicago Insurance Certificate Form or other form approved by the City prior to or concurrent with its execution of this Amendment. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Lease, as amended by this Amendment, have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease, as amended by this Amendment, requirements. The failure of the City to obtain certificates or other insurance evidence from the Airline is not a waiver by the City of any requirements for the Airline to obtain and maintain the specified coverages. The Airline must advise all insurers of the Lease, as amended by this Amendment, provisions regarding insurance. Non-conforming insurance does not relieve the Airline of the obligation to provide insurance as specified in the Lease, as amended by this Amendment. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, as amended by this Amendment, and the City retains the right to suspend the Lease, as amended by this Amendment, until proper evidence of insurance is provided, or the Lease, as amended by this Amendment, may be terminated.

b) The Airline must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

c) Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Airline.

d) The Airline hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or

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representatives.

e) If the Airline is a partnership, joint venture or a limited liability company, the insurance policies must name the partnership, joint venture, or limited liability company as a named insured.

f) The coverages and limits furnished by the Airline in no way limit the Airline's liabilities and responsibilities specified within the Lease, as amended by this Amendment, or by law.

g) Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Airline under the Lease, as amended by this Amendment.

h) The required insurance to be carried is not limited by any limitations expressed in the indemnification language in the Lease, as amended by this Amendment or any limitation placed on the indemnity in the Lease, as amended by this Amendment given as a matter of law.

(i) The Airline must require all subcontractors to provide the insurance required in the Lease, as amended by this Amendment, or the Airline may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of the Airline unless otherwise specified in the Lease, as amended by this Amendment.

(j) If the Airline or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

(k) The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

15. Surrender of Demised Premises; Hazardous Materials. Notwithstanding anything in the Lease to the contrary:

(a) Airline's vacation and surrender of the Original Premises as hereinabove provided shall be governed by Section 12.03 of the Original Lease; provided, Airline shall not be required to repair any damage to the Original Premises so long as Airline leaves the Original Premises in a safe, secure, and structurally sound condition. With respect to any and all underground storage tanks ("USTs") and above ground storage tanks ("ASTs") located on, upon, or under the Original Premises, if any, the City plans to remove such USTs and ASTs as part of the OMP. City shall conduct and complete such removal in accordance with all applicable Laws, including without limitation procuring all necessary permits, approvals or authorizations from the appropriate federal, state and local governmental entities or agencies with jurisdiction over such removal. The City shall hold Airline harmless from and against any and all claims, actions, losses, costs, damages, expenses, liabilities and obligations, including without limitation court costs and reasonable attorneys' fees, resulting or arising from City's removal of the USTs and ASTs. Airline shall (i) cause all such USTs and ASTs to be empty and clean as of the vacation and surrender of the Original Premises, and (ii) notify the appropriate federal, state, and local governmental entities or agencies of such removal promptly after the City completes its removal

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of the USTs and ASTs. Airline will provide the City with copies of such notification to the governmental entities or agencies, as soon as the same is provided by the Airline. The City and Airline acknowledge that Airline may have certain remaining environmental remediation responsibilities with respect to portions of the Original Premises, which may continue following vacation and surrender of same, and that the parties will work cooperatively and in good faith in order to allow Airline to complete such remediation, including without limitation reaching agreement on Airline's continued access to the Original Premises to conduct remediation-related tasks.

b) If the Term of the Lease is not extended pursuant to Section 6 hereof, then at the termination or expiration of the Lease, Airline shall return the Demised Premises in good condition and repair, subject only to City-Caused Environmental Conditions (as hereinafter defined) or such other condition as identified in Section 15(e)(iii), ordinary wear and tear, and damage due to fire or other casualty, condemnation, or the negligence or willful misconduct of the City, and Section 12.03 of the Original Lease shall govern with respect to such surrender, including the removal of personal property.

c) If the Term of the Lease is extended pursuant to Section 6 hereof, then at the termination or expiration of the Lease, Airline shall return the Demised Premises in good condition and repair, subject only to City-Caused Environmental Conditions or such other condition as identified in Section 15(e)(iii), ordinary wear and tear, and damage due to fire or other casualty, condemnation, or the negligence or willful misconduct of the City, and Airline shall remove

all personal property and trade fixtures (including all equipment) of Airline from the Demised Premises prior to the date of termination. Airline shall repair any damage to the Demised Premises caused by Airline's removal of the personal property and trade fixtures. All such removal and repair required of Airline pursuant to this Section 15 shall be at Airline's sole cost and expense. If Airline fails to remove any items required to be removed by it hereunder, or fails to repair any resulting damage, prior to or within thirty (30) days after termination of the Lease, then the City may remove said items and repair any resulting damage, and Airline shall pay the cost of any such removal and repair, together with interest thereon at the rate set forth in Section 4.05 of the Original Lease from and after the date such costs were incurred until receipt of full payment therefor.

d) Upon Demised Premises Substantial Completion, Airline shall furnish to the City (as to existing Airline Improvements if not previously delivered to the City), and the City shall have the right to use, a full set of the "as-built" plans and specifications for all Airline Improvements. In addition, with respect to any future alterations, additions, repairs, or expansions of the Demised Premises, or any portion thereof, Airline shall furnish to the City a full set of the "as-built" plans and specifications for all such alterations, additions, repairs, or expansions. Airline shall also make available for review by the City upon request, all non-privileged final reports, current as of the date the Lease expires or otherwise terminates, that may have been prepared by or for Airline on the environmental or physical condition of the Demised Premises.

e) If the Term of the Lease is extended pursuant to Section 6 hereof, then the following terms and conditions shall apply to the Demised Premises and Airline's use and

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occupancy thereof:

i) Airline shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release, discharge, spill, or leak any Hazardous Material, or permit Airline's employees, agents, contractors, subtenants, or assignees, or other occupants of the Demised Premises within Airline's reasonable control, to engage in such activities on or about the Demised Premises, except to the extent that any of the same is performed in strict accordance with applicable Laws. In no event shall any Hazardous Materials be disposed of, released, discharged, or permitted to spill or leak in or about the Demised Premises by or at the direction of Airline in violation of applicable Laws, and if any of the foregoing occurs, Airline shall:

1) promptly notify the City of any regulatory action taken or threatened by any regulatory authority with respect to any of the foregoing or the migration of any Hazardous Material from or to other property;

2) promptly notify the City of any demands or claims made or threatened by any party relating to any loss or injury claimed to have resulted from any of the foregoing; and

3) provide the City with such notices as may be required by applicable Laws with respect to any release, discharge, spill, leak, disposal, or transportation of any Hazardous Material on or from the Demised Premises in violation of this provision, and any damage, loss or injury to persons, property or business resulting or claimed to have resulted therefrom.

ii) If any Hazardous Material is released, discharged, or disposed of, or permitted to spill or leak, by Airline or Airline's employees, agents, contractors, subtenants or assignees, or other occupants of the Demised Premises within Airline's reasonable control, in violation of the foregoing provisions, Airline shall immediately and properly clean up and remove the Hazardous Materials from the Demised Premises and any other affected property and clean or replace any affected personal property (whether or not owned by the City) in compliance

with applicable Laws, at Airline's expense (without limiting the City's other remedies therefor). Such clean up and removal work ("Airline Remedial Work") shall be subject to the provisions thereof, including the City's prior written approval (except in emergencies), which approval shall not be unreasonably withheld, conditioned, or delayed so long as such Airline Remedial Work is performed in accordance with applicable Laws, the applicable terms and provisions of this Lease, and any court orders or any orders or directives of any regulatory authority having jurisdiction thereof. In connection therewith, Airline shall provide documentation to the City evidencing that all Airline Remedial Work has been properly and lawfully completed (including, upon the City's request, a certification addressed to the City from a licensed environmental consultant confirming that the Airline Remedial Work was properly and lawfully completed). Airline shall pay, prior to delinquency, any and all fees, taxes (including excise taxes), penalties, and fines to the extent resulting from Airline's activities involving Hazardous Material on or about the Demised Premises, and

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shall not allow such obligations to become a lien or charge against the Demised Premises or the City.

iii) Except to the extent caused by or arising from the acts or omissions of Airline or Airline's officers, directors, agents, employees, contractors, subcontractors, subtenants, assignees, guests, or invitees, Airline shall have no obligation or liability for any Hazardous Materials to the extent brought upon, produced, stored, used, disposed of, or discharged in, on, or under the Demised Premises: (1) by or through the City or the City's agents, employees, contractors, or subcontractors (each, a "City-Caused Environmental Condition"); or (2) by or through any third party which is not the Airline's officers, directors, agents, employees, contractors, subcontractors, subtenants, assignees, guests, or invitees, including without limitation any Hazardous Materials which migrate onto or into the Demised Premises; or (3) on or prior to the Effective Date.

iv) For purposes hereof, "Hazardous Materials" means, to the extent regulated or subject to applicable Laws, (1) any flammable, explosive, toxic, radioactive, biological, corrosive or otherwise hazardous chemical, substance, liquid, gas, form of energy, material or waste or component thereof, (2) petroleum-based products, diesel fuel, paints, solvents, lead, radioactive materials, cyanide, biohazards, medical or infectious waste and "sharps", printing inks, acids, DDT, pesticides, ammonia compounds, and any other items which are regulated or otherwise require investigation or remediation under any applicable Laws, and (3) any item defined as a "hazardous substance", "hazardous material", "hazardous waste", "regulated substance", or "toxic substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., Clean Water Act, 33 U.S.C. §1251, et seq., Safe Drinking Water Act, 14 U.S.C. §300f, et seq., Toxic Substances Control Act, 15 U.S.C. §2601, et seq., Atomic Energy Act of 1954, 42 U.S.C. §2014 et seq., and any similar federal, state or local Laws, and all regulations thereunder, all as may be amended or supplemented from time to time.

16. Holding Over. Notwithstanding anything in the Lease to the contrary, in the event of continued occupancy by Airline of all or any portion of the Demised Premises after expiration or termination of the Lease (as the same may be extended pursuant to Section 6 hereof) without the express prior written approval of the City, Airline shall pay Rent for the Demised Premises at 125% for the first sixty (60) days and 150% thereafter of the annual rate of the Rent payable during the last calendar year falling within the Term (or the First Extended Term, the Second Extended Term, or the Third Extended Term, as the case may be). No occupancy by Airline after the expiration or other termination of the Lease shall be construed to extend the Term. In addition, in the event that Airline's holdover continues for sixty (60) days or longer, Airline shall also be liable for any and all damages, consequential as well as direct, sustained by the City by reason of Airline's continued occupancy of the Demised Premises, or any portion thereof, from and after the expiration or termination of the Lease (provided, Airline shall have no liability for consequential damages hereunder unless the City

first provides Airline

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with not less than thirty (30) days' written notice that the City has identified either a third party tenant for, or a necessary surrender date for, the Demised Premises, or any portion thereof, and Airline continues such holding over beyond the date set forth in such notice). Any holding over shall constitute a lease from month to month on the same terms and conditions as the Lease, including payment of the rent as set forth herein.

17. Security Cameras and the Airport Camera System. Airline shall comply with any and all security camera and security camera system initiatives, policies, programs, procedures, requirements, capital projects, and payment/funding obligations as may be agreed to from time to time by the City and airlines operating at the Airport through the so-called "TOP Committee" (collectively, the "Security Camera Requirements") to the extent that such Security Camera Requirements are applicable to the Demised Premises. The City shall institute and enforce such Security Camera Requirements in a non-discriminatory manner so as to treat Airline no less favorably than other airlines operating at the Airport. For purposes of airport security at the Airport, after the Occupancy Date Airline shall make available to the City at the City's request and cost all closed circuit television feeds that monitor the Demised Premises immediately when such closed circuit television is available to Airline.

18. Notices. Notwithstanding anything else in the Lease to the contrary, all notices to the City provided for herein shall be in writing and shall be sent by personal delivery, nationally-recognized commercial overnight delivery service, or by registered or certified U.S. mail, postage prepaid and return receipt requested, addressed to the City as set forth below, or to such other address(es) as the City may designate from time to time by notice to Airline or as required by the Lease, and shall be deemed given upon receipt, or upon attempted delivery where delivery is refused or mail is unclaimed. All notices to Airline provided for herein shall be in writing and shall be sent by personal delivery, nationally-recognized commercial overnight delivery service, or by registered or certified U.S. mail, postage prepaid and return receipt requested, addressed to Airline as set forth below, or to such other address as Airline may designate from time to time by notice to the City, and shall be deemed given when so deposited or mailed:

If to the City:

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

If to Airline:

American Airlines, Inc.

With a copy to:

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

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And a copy to:

Chicago Department of Aviation

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

19. Fly Quiet Procedures. Airline agrees to cooperate with the CDA and the ONCC in connection with the future establishment of a "fly quiet" or similar approach (including, by way of example, a continuous descent approach or similar procedures) in connection with the Airport; provided, the CDA and the ONCC shall engage with Airline in a reasonably collaborative process in developing such "fly quiet" procedures. The City agrees that no "fly quiet" or other approach shall be instituted or enforced in a discriminatory manner so as to treat Airline less favorably (other than to a de minimis extent) than other airlines operating at the Airport.

20. Sustainability. Airline shall also use its best efforts to implement commercially reasonable "sustainable best practices" in the maintenance and operation of the Demised Premises. In furtherance of the foregoing, Airline agrees to use commercially reasonable efforts to use environmentally preferable processes, products, and materials which do one or more of the following: (i) contain recycled material, are bio-based, are non-threatened species, or have other positive environmental attributes; (ii) minimize the consumption of resources, energy, or water; (iii) prevent the creation of solid waste, air pollution, or water pollution; and/or (iv) promote the use of non-toxic substances and avoid toxic materials or processes, including with regard to Airline's selection and use of janitorial cleaning products and equipment. Airline has conducted a review of products, processes, and materials and Airline will implement the City's above requests by continuing to assess additional processes, products, and materials on an ongoing basis. Airline is also encouraged to implement a recycling program.

21. Subleasing and Assignment to Affiliates.

(a) Airline may, without the prior consent of the City, assign the Lease or sublet all or any portion of the Demised Premises to any Affiliate (as hereinafter defined) of Airline, provided that (1) no sublease or assignment shall relieve Airline from primary liability for its obligations under the Lease, and Airline shall continue to remain primarily liable for the payment of all rent under the Lease and for the payment, performance, and observance of Airline's other obligations and agreements therein provided, (2) Airline is not in default under the Lease at the time of giving notice thereof or on the effective date of such sublease or assignment, and (3) Airline delivers to the City, within thirty (30) days following the mutual execution by both parties of such assignment or subletting documentation (or, if no such documentation is executed, then within thirty (30) days following the effective date of such assignment or subletting), written notice thereof, together with copies of all documents, if any, relating to such assignment or sublease and information establishing that the proposed assignee or sublessee is an Affiliate. For purposes of the foregoing, "Affiliate" shall mean: (i) any subsidiary or parent of Airline; (ii) any

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entity which directly or indirectly controls, is controlled by, or is under common control with Airline; or (iii) any entity which acquires or succeeds to all or substantially all of the assets or business (including, without limitation, all rights and obligations of Airline under this Lease) of Airline; provided, in each case, such Affiliate has a net worth equal to the greater of the net worth of Airline as of the effective date of such assignment or sublease or the net worth of Airline as of the Effective Date hereof. The term "control" (including the terms "controlling", "controlled by", and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

22. Other Terms. All terms and conditions of the Lease now or hereafter in effect shall apply to the Demised Premises, except as expressly provided to the contrary herein. Capitalized terms not otherwise defined herein shall have

the meaning specified therefor in the Lease.

23. Full Force. Except as expressly amended hereby, all terms and provisions of the Lease shall remain in full force and effect. For the avoidance of doubt, nothing contained in this Amendment is intended or shall be construed to excuse, waive, or limit (i) any of the City's obligations to the extent expressly set forth in the Original Lease, including its maintenance obligations thereunder, or (ii) any of Airline's obligations to the extent expressly set forth in the Original Lease, including its maintenance obligations.

24. Whole Amendment. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. In case of any inconsistency between the provisions of the Lease and this Amendment, the latter provisions shall govern and control.

25. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

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

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

28. Definition of the City. For purposes of this Amendment and the exhibits attached hereto, the "City" means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois, and its successors and assigns. In any case under the Lease, this Amendment, or the exhibits attached hereto that the City may or shall take any action, perform any review or approval, engage or participate in any process, or otherwise perform any of its obligations or other terms hereunder, such action or performance may be undertaken by, under the supervision of, or at the direction of the Chicago Department of

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Aviation (the "CDA"), the Commissioner of Aviation, the OMP, or by such other departments, persons, officials, representatives, or contractors as may be specifically authorized by the City from time to time. Without limitation of the foregoing, however, it is understood and agreed that unless the City notifies Airline otherwise, the Commissioner of Aviation shall be authorized to act on behalf of the City.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the City of Chicago has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and American Airlines, Inc. has caused the Lease to be executed on its behalf by its Vice President of Corporate Real Estate and its corporate seal to be hereunto affixed and attested by its Assistant Corporate Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

CITY:

CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois

By:

Commissioner of Aviation

RECOMMENDED AND APPROVED BY:

By:

Chief Assistant Corporation Counsel

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

[AIRLINE'S SIGNATURE PAGE TO FOLLOW]

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AIRLINE:

AMERICAN AIRLINES, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware

By: _ Name: Title:

ATTEST:

By: _ Name: Title:

AIRLINE'S ILLINOIS AGENT FOR SERVICE OF PROCESS:

Print Name: Print Address:

Title:

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EXHIBIT A DEPICTION OF DEMISED PREMISES [see attached]

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LEGAL DESCRIPTION OF DEMISED PREMISES

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EXHIBIT B-1

AIRLINE IMPROVEMENTS

1. Airline, in consultation with the City, submitted preliminary plans and specifications for the Airline Improvements (collectively, the "Preliminary Demised Premises Plans") prepared by Airline's designated architect or engineer, which Preliminary Demised Premises Plans include all improvements, buildings, and related structures comprising the Airline Improvements necessary to make the Demised Premises suitable for the Permitted Use. Prior to the Effective Date of the Amendment, the City approved the Preliminary Demised Premises Plans in all respects and such final plans and specifications constitute the "Final Demised Premises Plans".

2. As construction of the Airline Improvements progresses, Airline shall furnish to the City from time to time copies of all shop drawings, construction drawings, and samples furnished to Airline or its agents by contractors, subcontractors, and suppliers engaged in that construction. The City's right to review shop drawings, construction drawings, and samples hereunder does not constitute a right to approve them, and the City will conduct its review solely for the purposes of determining the extent of conformity with the design concept and other information reflected in the Final Demised Premises Plans. Airline shall provide the City with "as-built" drawings and any other similar documents relating to the Airline Improvements that the City reasonably requests as soon as reasonably practicable after Demised Premises Substantial Completion. The submission of "as-built" drawings hereunder shall be recorded electronically in customary "AutoCAD" or "dgn" format. "Demised Premises Substantial Completion" means the stage in the progress of the Airline Improvements work at the Demised Premises is sufficiently complete for the Airline to occupy and use the Demised Premises for its intended purpose.

3. Airline may, but shall not be required, to commence construction of the Airline Improvements as soon as reasonably practicable following the Initial Airline Access Date. If Airline so elects to construct the Airline Improvements hereunder, Airline shall proceed with reasonable diligence with the construction of such Airline Improvements and shall achieve

Demised Premises Substantial Completion on or before the // ()// day following the Initial Airline Access Date. Airline shall keep the City reasonably apprised of key milestones with respect to commencement and completion of each component of the Airline Improvements, and shall use commercially reasonable

efforts to cause the Airline Improvements to progress in substantial accordance with such milestone dates. The Airline Improvements shall be constructed by Airline in substantial accordance with applicable Laws and applicable City and OMP guidelines and requirements, and otherwise in accordance with the terms and provisions of the Lease, as amended by this Amendment, and the exhibits attached hereto.

4. The City makes no representation or warranty as to the accuracy of any of the information provided by third parties related to the construction of the Airline Improvements, and shall have no liability arising out of any inaccurate information provided by third parties as a part thereof. The City's approval of the plans shall not impose upon the City or its officials,

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officers, employees, or agents any liability or obligation with respect to the design or construction of the Airline Improvements, or the compliance of the Airline Improvements with any applicable Laws.

5. It shall be the responsibility of Airline to ensure that the construction of the Airline Improvements results in structurally sound improvements that comply with the terms of the Lease, as amended by this Amendment, all applicable Laws, and all applicable City and OMP guidelines and requirements, and in building systems that function at the levels of performance specified in the Final Demised Premises Plans.

6. Airline shall complete construction and equipping of the Airline Improvements free and clear of mechanic's, materialmen's, or other liens or encumbrances arising in favor of those contractors, suppliers, or other parties that Airline or its contractors directly or indirectly engages in the design and construction of the Airline Improvements, and subject to the City timely making the Relocation Payment to Airline, shall defend, indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs, damages, expenses, liabilities, and obligations, including, without limitation, court costs and reasonable attorneys' fees, resulting or arising from (i) the assertion or filing of any claim for amounts alleged to be due to the claimant for labor, services, materials, supplies, machinery, fixtures, or equipment furnished to or at the request of Airline or its contractors in connection with the construction of the Airline Improvements (collectively, "Airline Improvement Lien Claims"), (ii) the foreclosure of any mechanic's, materialmen's, or other lien that actually or allegedly secures the amounts owed or claimed to be owed to the claimant for Airline Improvement Lien Claims, or (iii) any other legal proceedings initiated in connection with any such Airline Improvement Lien Claims.

7. Without invalidating this Agreement, Airline may request changes in the Final Demised Premises Plans consisting of additions, deletions or other revisions to the Airline Improvements and extensions of the progress schedule, or items of work, alterations, or improvements, whether in design or construction, to the extent necessitated by field conditions, coordination issues, unforeseen conditions, or other customary contingency items beyond the reasonable control of the parties, or which are otherwise in excess or above the standards set forth in the Final Demised Premises Plans (collectively, "Airline Changes"). Each of the City and Airline agree to cause all such Airline Changes to be reviewed and executed as soon as reasonably practicable following the date thereof (but in no event more than ten (10) business days following the date thereof at which time such Airline Changes shall be deemed approved). No Airline Changes may be incorporated unless and until such Airline Changes have been authorized as provided above.

8. Airline and the City shall each designate in written notice to the other party hereto one or two representatives to act on its behalf in dealings with the other party in matters relating to the construction of the Airline Improvements. Each representative shall (i) attend each regular project meeting relating to the construction of the Airline Improvements, and (ii) be qualified to give authorizations, render decisions, and take such other action as may be required at those meetings, subject in all events to applicable Laws and ordinances. Any consents or approvals given by a designated representative will bind the party on whose behalf the representative acts.

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Either party may change its designated representatives at any time by giving written notice of a change of designation to the other party. The designated representatives will exert commercially reasonable efforts to render decisions and take actions in a timely manner so as to avoid unreasonable delay in the other party's work and actions relating to the Airline Improvements.

9. In performing the Airline Improvements and entering into contracts in furtherance thereof, Airline shall at all times observe and comply, and shall require its Contractors to observe and comply, with all applicable federal, state, and local Laws (including Airport Rules, so long as such Airport Rules are not otherwise in direct conflict with the terms and provisions of the Lease, as amended hereby) now existing or hereinafter in effect, which may in any manner affect the Airline Improvements or the performance of the Airline Improvements or other work, to the same extent the City would be required to comply with such Laws. Airline shall execute, and further shall cause its Contractors to execute, any certifications required by such Laws in connection with contracts for the performance of the Airline Improvements or other work.

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EXHIBIT B-2

MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

CITY OF CHICAGO Department of Procurement Services
Jamie L. Rhee, Chief Procurement Officer
121 North LaSalle Street, Room 806 Chicago, Illinois
60602-1284 Fax: 312-744-3281

MBE & WBE Special Conditions for Commodities or Services Contracts

ARTICLE 1. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS

ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE

COMMITMENT FOR COMMODITIES OR SERVICES

1.1. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Percentage;	WBE Percentage
25% ^v ; >	->; -■ 5%

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE

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participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all government Contracts of such Contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this Contract. However, in determining the manner of MBE/WBE participation, the Contractor will first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this Contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of this Contract.

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

Pursuant to 2-92-535, the prime contractor may apply to be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentor agreement with the contractor. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

1.2. Definitions

"Area of Specialty" means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

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

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request

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for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

"Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

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

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

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial

risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

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

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

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

"Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

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

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for

work that is done in their Area of Specialty related to other aspects of the Contractor's

business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

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

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

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

"Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

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

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

1.3. Joint Ventures

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

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;

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- ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined, portion of the requirements of the contract for which it is at risk;
- iii. Each joint venture partner executes the bid to the City; and
- iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.

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

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

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

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

Schedule B: MBE/WBE Affidavit of Joint Venture

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

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

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- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

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

1.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

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

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

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

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

- iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor

shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.

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

For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.

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

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

If the MBE or WBE is a broker:

i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.

ii. As defined above. Brokers provide no commercially useful function.

If the MBE or WBE is a member of the joint venture contractor/bidder:

i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or

ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.

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iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.

h. If the MBE or WBE subcontracts out any of its work:

i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.

ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).

iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

1.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately

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addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

1.5.1. Direct / Indirect Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:

1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
2. A listing of all MBE/WBE firms contacted that includes:
 - o Name, address, telephone number and email of MBE/WBE firms solicited;
 - o Date and time of contact;
 - o Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - o Project identification and location;
 - o Classification/commodity of work items for which quotations were sought; o Date, item and location for acceptance of subcontractor bid proposals;

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- o Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
- o Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals;
 - not imposing any limiting conditions which were not mandatory for all subcontractors;
 - providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

OR

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
 1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - o A listing of all potential subcontractors contacted for a quotation on that work item;
 - o Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - o The City's estimate for the work under a specific subcontract;
 - o The bidder's own estimate for the work under the subcontract;
 - o An average of the bona fide prices quoted for the subcontract;

- o Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

1.5.2. Assist Agency Participation in waiver/reduction requests

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be

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submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

1.5.3. Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection 1.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

1.6. Procedure to Determine Bid Compliance

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

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

(1) Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors

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must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <<http://cityofchicago.org/forms>>. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

2) **Letters of Certification.**

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

3) **Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).**

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 1.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

4) **Schedule D-1: Required Schedules Regarding MBE/WBE Utilization**

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <<http://cityofchicago.org/forms>>. Except in cases where the bidder has submitted a request for a complete waiver of

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or variance from the MBE/WBE commitment in accordance with Section 1.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar

equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

(5) Application for Approval of Mentor Protege Agreement

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

1.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the

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20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

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

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

- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and

records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.

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

1.8. Changes to Compliance Plan

1.8.1. Permissible Basis for Change Required

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

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

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).

i) Termination of a Mentor Protege Agreement. 1.8.2. Procedure for

Requesting Approval

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

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

submitted with the request.

- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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

1.9. Non-Compliance and Damages

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

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

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

1.10. Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such

entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.

- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is

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authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.

- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

11. **Equal Employment Opportunity**

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

12. **Attachments and Schedules**

The following attachments and schedules follow, they may also be downloaded from the Internet at:
<<http://www.cityofchicago.org/forms>>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

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EXHIBIT C

DESIGN, RENOVATION AND CONSTRUCTION PROCEDURES
(for future improvements)

CHICAGO

CHICAGO O'HARE INTERNATIONAL AIRPORT
and
CHICAGO MIDWAY INTERNATIONAL AIRPORT

DESIGN, RENOVATION, AND CONSTRUCTION

Tenant Projects STANDARD OPERATING PROCEDURE ("SOP")

July, 2014

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

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

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

DESIGN

Step 1: Project Initiation Letter

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

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

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- Indication if this is going to be a self-certified project
- Indication if this is the first time the designer has performed work at either ORD or MDW

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

Roger Reeves Coordinating Architect, Design and Construction
Chicago Department of Aviation Chicago O'Hare International Airport
Aviation Administration Building 10510 West Zemke Road Chicago,
IL 60666 (773) 686-6626 roger.reeves@cityofchicago.org
<<mailto:roger.reeves@cityofchicago.org>>cc:
tfitzgerald@careplusllc.org <<mailto:tfitzgerald@careplusllc.org>>

Within ten working days of receiving the Project Initiation Letter, the CDA will send a "Response to Project Initiation Letter" to the Tenant with comments and direction regarding the design submittals, including your assigned Project Number which must be included on all future project correspondence and submittals including on all permits. The letter will also identify the CDA Point of Contact for the design phase of the project who will either be a CDA employee or a designated representative. All Tenant questions, concerns, or requests for information or project coordination should be directed to the CDA Point of Contact.

During the project initiation step, the tenant and designer should proactively consider potential sustainable design elements for further consideration and detail in preparation of sustainable design requirements as outlined in Step 2.

Requests-for Drawings:

Tenants requesting drawings from the CDA for use in their design shall use the link below for the "Document Request Form" and submit it to the CDA Point of Contact for required approvals. Drawings will not be available until the form is signed by CDA. Tenant will be notified by the CDA Point of Contact when the drawings are available.

CDA Document Request Form

Step 2: Design Submittals and CDA Review

The Tenant will submit to the CDA Coordinating Architect, Design and Construction, the 30%, 60%, 90%, and 100% design levels, or other completion level combinations based upon review and completeness of the initial and follow-up submittals. Less complex projects may be approved to deviate from this requirement, which will be addressed in CDA's "Response to Project

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Initiation Letter". Tenant may be requested to conduct a 30% design level presentation to the CDA. This request will also be addressed in the CDA's "Response to Project Initiation Letter".

The Design Documents must illustrate and describe the refinement of the design of the Project and define the scope, relationships, forms, size and appearance of the Project by means of plans, sections, and elevations, typical sectional details, diagrams, and equipment layouts. The Design Documents must include specifications that identify major materials and systems, and establish, in general, their quality levels. Design Documents must also include all calculations, studies, Consultant must ensure that all projects are in compliance with all local, state and federal requirements and codes.

All concession tenant projects are required to include an updated project schedule and cost estimate with each design

submittal. All other tenant projects shall be required to provide schedule and cost information at the CDA's request.

Projects requiring building permits will require reviews with the Department of Buildings. Complex projects may require multiple reviews at various stages during the design process. These reviews are mandatory for more complex projects to familiarize the Department of Buildings with the project and to provide the project manager with productive input during the design process, thus avoiding issues later in the Design, Renovation & Construction Procedures permit review process. The Tenants must coordinate the schedule for these meetings early on in the design process.

All CDA design reviews require a minimum ten (10) working day review period plus an additional five (5) working days for consolidation of comments and responding back to the Tenant. The tenant will receive either a "reviewed as noted" or a "revise and resubmit" in the "Review and Conditions Letter". The letter will include the "Submittal Review Comments Form" spreadsheet containing all design review comments.

The Tenant is required to include responses to all review comments listed in the "Submittal Review Comments Form" spreadsheet, as well as any issues identified in the "Review and Conditions Letter", by CDA and any other reviewing agencies/departments. The spreadsheet column titled "Tenant Response" must be completed and accompany the next designated design submittal. The Tenant must also incorporate all review comments into the next designated design submittal. Failure to do so will affect the design review process.

Adjacencies:

Designs requiring any work in spaces outside the tenant's lease line needs to be clearly identified on all drawings, communicated to the CDA Point of Contact and, if applicable, coordinated with the tenant of the impacted space during the design phase of the project. Designs must also specify any items that need to be relocated by others such as advertising, phones, vending devices, internet kiosks, charging stations, AED's, fire extinguishers, CDA signage, public address speakers, mechanical/electrical/plumbing equipment, etc.

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Construction Components:

The components of construction including dumpster locations, phasing, haul routes of material to site and through terminal facility, required shutdowns of systems, and laydown/material storage areas should be coordinated to the best of the tenant's and designer's ability during the design phase. Due diligence should be taken to determine the exact locations of all system tie-ins, and to provide a design that requires minimal system shut downs in order to avoid the project being assessed multiple shut down fees. Work hours for the project must be included in the notes of the design submittal including work components planned for daytime versus work components planned for nighttime.

Barricades:

Projects requiring barricades that are within the view of passengers in the terminal facility must adhere to the CDA Temporary Barricade Standard for each airport. Please select the link below for the current version of CDA's Barricade Standard for ORD and MDW. Barricade details (height, material, color, location) must be included on the demolition drawing of the design submittal for review and approval by the CDA. Any requested deviations to the standard must be highlighted in the design submittal and must be approved by the CDA. All barricade graphics must also be included in the design submittal for review and approval by CDA.

ORD Barricade Detail MDW Barricade Detail

Projects requiring barricades outside the view of passengers are not required to adhere to the CDA standard but must still include the proposed barricade design on the demolition drawing of the design submittal for review and approval by the CDA during the design review process. Any deviations to the CDA standard must be highlighted to assist in the review process.

Sustainable Airport manual (SAM):

Included with each design submittal, the Tenant must also submit a Sustainable Airport Manual (SAM) Checklist. The relevant SAM chapter is Concessions & Tenants - Design & Construction which can be found along with all its supporting documentation at www.airportsgoinggreen.org/SAM <<http://www.airportsgoinggreen.org/SAM>>.

Tenant and CDA Signage:

If the project includes new storefront and/or blade signage, the final design submittal must include side view renderings or photos, the sign location, the exact dimensions, and an elevation for review by CDA to ensure the signage meets the terminal specific requirements. Please note that if a sign permit is required, it can only be obtained by a licensed sign contractor. All storefront and blade signs, with and without electrical components, require a sign permit.

The Tenant must inform the CDA Point of Contact if the project requires CDA signage be removed, modified, or supplemented. A walk through with CDA will be scheduled to ensure CDA has adequate time to schedule the required signage work to occur during the construction phase. Please note that any CDA signage needing to be removed or relocated within the project area must be performed by CDA. If CDA signage is located within the project area, the Tenant

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must include in the construction documents that the contractor will adequately protect all CDA signage to ensure it is not damaged during construction.

FAA 7460:

A Federal Aviation Administration (FAA) Form 7460 (Notice of Proposed Construction or Alteration) may be required for certain projects that are expecting to use cranes or any other equipment that could impact the Airport Operations Area (AOA) due to its height. This should be confirmed with the FAA, and it is the responsibility of the Tenant to prepare and submit the Form 7460, if required, to the FAA. In addition to the Form 7460, the local FAA office also requires an FAA checklist and detailed site plan. For further information on this process, please contact the CDA Planning Office at (773) 894-6907 or (773) 686-3732. Select the link below to learn more about the 7460 process, to complete the form, and for the FAA's contact information. Please note, this process takes approximately 45 days to complete.

FAA 7460 Form

Impacts to CDA Security:

The Tenants must notify the CDA Point of Contact if the project scope of work includes the removal, installation, deactivation, reactivation, or relocation of an access control device or boundary including perimeter fence, perimeter gate or checkpoint, or new openings (temporary or permanent) from the public area to the sterile area/airside, access control door, camera, alarm, or supporting hardware. If the scope of work includes any of these items, CDA Security must comply with TSA regulations. Conditions lasting less than 60 days require a TSA Change Condition, and conditions lasting 60 days or longer require a TSA Amendment. Both submittal processes require a TSA approval process of up to 45 days. Information on scope will be required by the Tenant to assist CDA Security with the process.

Step 3: Construction Document Approval

Upon review of the 100% design submittal and a determination that the documents are complete to the 100% level, the CDA Coordinating Architect, Design and Construction, will issue a "Construction Document Approval" to the Tenant, including any outstanding issues that need to be incorporated into the documents and/or addressed. For those projects requiring a building permit, a letter will also be included addressed to the City of Chicago, Department of Buildings indicating the documents have been reviewed and are acceptable for beginning the permit application process.

After receiving the CDA's "-Construction Document Approval" letter and completing all necessary construction document modifications required from the 100% design review, the Tenant may then apply for the required permits from the City of Chicago, and any other applicable state and federal authorities. The Tenant must coordinate the method, process and schedule for the permit application submittals. It is the Tenant's sole responsibility to follow-up on the permit issuance process.

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The Chicago Department of Buildings is the department which conducts building inspections and processes and issues building permits. A list of work requiring a permit is located on the Department of Buildings website. Please note that if a sign construction permit is required, it can only be obtained by a licensed sign contractor.

All Chicago Department of Buildings permit applications and submittals are fully electronic via the City's online system "E-Plan" available at the following website: <http://www.cityofchicago.org/buildings>

For work being performed at the terminal, the Description of Work on the permit must include the associated terminal (i.e. Terminal 2), the closest gate (i.e. E4) if applicable, the project name, and CDA project number.

CONSTRUCTION

Step 4: Preconstruction Meeting

Following completion of Steps 1-3, the construction phase of the process begins. The Tenant shall request a Preconstruction Meeting through the CDA as directed in the "Construction Document Approval" letter. Requests shall be submitted to the CDA in a single email with all required documentation, as listed below, attached:

- All required City, State and Federal Permits

- FAA approved 7460 Forms, if required

- 100% design submittal response to comments

- CDA 100% Document Review Comments spreadsheet with completed responses by Tenant's architect/engineer

Transmittal letter or email to the CDA Coordinating Architect, Design and Construction, documenting that the comments have been sent • Certificate of Insurance documenting that all appropriate insurance has been obtained. All City contractors and subcontractors must submit a copy of the Certificate of Insurance indicating the City of Chicago and its representatives as additional insured. Insured amounts should match requirements dictated in the tenant's lease documents.

- Contractor's Safety Representative documentation per the CDA Construction Safety Manual

 - o Incident Notification Plan

 - o Site Specific Safety Plan or Job Hazard Analysis -o Dedicated On-Site

Safety Professional

- 3 year resume showing minimum of 3 year verifiable construction projects safety experience
- 30 hour Occupational Safety and Health Administration (OSHA) card
- Current Automated External Defibrillator (AED) / Cardiopulmonary Resuscitation (CPR) certification

Construction schedule that includes: All phases from Permit Application through

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Construction Completion and Punchlist Walkthrough, including expected Department of Buildings inspections

List of contractors/subcontractors with 24 hour phone numbers

Compliance plan including Minority Business Enterprise (MBE) Women-owned Business Enterprise (WBE) and City of Chicago residency requirements to the extent dictated in the tenant's lease

Barricade Plan and elevation showing signage/graphics with dimensions

- Staging, dumpster location, and haul route
- Copy of ComEd electrical meter application if project requires a new electrical meter

The CDA will arrange a pre-construction meeting and notify the Tenant of the meeting time and location. Every project must have a construction manager assigned by the Tenant who attends the preconstruction meeting. The Tenant and construction team shall answer any outstanding questions and exchange documentation. The Tenant shall submit one (1) hardcopy of all submittals listed above in addition to one (1) full size hardcopy set of stamped approved building plans and one (1) PDF of stamped approved building plans. The Tenant must also state in the preconstruction meeting if this is the first project for the contractor or any subcontractors at ORD or MDW.

The Tenant must present the barricade graphic as approved by CDA during the design phase. If the size of the graphic precludes the Tenant from bringing it to the preconstruction meeting, the Tenant must provide proof that the graphic has been produced and is ready for installation. The barricade graphic must be installed within 24 hours of erecting the barricade.

During the pre-construction meeting, the CDA will assign a Point of Contact for the construction phase of the project who will either be a CDA employee or a designated representative. The CDA Point of Contact will act as the project tenant coordinator. All Tenant questions, coordination requests, changes in schedule, or adjacency/infrastructure impacts should be directed to the CDA Point of Contact.

No construction may begin until all required documentation has been submitted and reviewed by the CDA, and all required coordination is complete.

Processes for all required Airport ID Badges and permits must be completed for every employee and vehicle involved in the Project before work begins and should be substantially completed by the time of this meeting. All Tenant badging requests must be handled by CARE Plus (Chicago Airports Resources Enterprise Plus) as specified in the Security ID Badging section included in this document.

Step 5: Notice to Airport Users

For all tenant projects, the Tenant is required to submit a Notice to Airport User Form. The Tenant shall register or login to the online Notice to Airport Users Form at <<https://eforms.cityofchicago.org/uforms>> and create a project start up form indicating scope, start and completion dates. Additional user forms required during the course of construction will be

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discussed at the Pre-Construction Meeting. All User Forms must be submitted at least 3 days in advance of the anticipated start of work to allow adequate time for review. Select the link below to learn more about how to submit a Notice to Airport Users Form for O'Hare International Airport and Midway International Airport.

ORD Quick Reference Guide MDW Quick Reference Guide

Step 6: Construction

All permits and the User Form shall be prominently displayed on the exterior of the barricade in a frame approved by the CDA. One full size stamped set of drawings and the original permit must be kept on site at all times for use by the CDA and the Chicago Department of Buildings during inspections.

During construction, contractors must request inspections by Ventilation, Electrical, Plumbing, and New Construction Department of Buildings Inspection Bureaus on all projects with issued building permits, regardless of scope, for both rough and final inspections. Failure to request these inspections may result in suspension or revocation of the permit and issuance of citations by the Chicago Department of Buildings for violation of licensing requirements against general and subcontractors. All rough and final inspections will conclude with the inspector signing the back of the original permit. If an inspector determines a walkthrough is not necessary or does not respond to the request for an inspection, the contractor must indicate on the back of the permit when the inspection was requested and the reason, if known, for an inspection not occurring. Please note that the Department of Buildings assigned Chief Inspector for the project will not sign off on the permit if necessary inspections have not been completed.

Chicago Department of Buildings inspections shall be scheduled via the web-based, on-line inspection scheduling system at www.cityofchicago.org/buildings <<http://www.cityofchicago.org/buildings>>. All requests for rough and final Chicago Department of Buildings inspections should be requested fourteen (14) working days in advance.

If needed, you may also contact the Department of Buildings Inspection Bureaus by phone as listed below:

Ventilation Department - (312) 743-3573 Electrical Department - (312)
743-3622 Plumbing Department - (312) 743-3572 New Construction
Department - (312) 743-3531

In addition, contractors must offer the terminal manager and building engineer an opportunity to perform an inspection at demolition, rough, and final phases. The Tenant shall contact the CDA Point of Contact for notification to the terminal manager and building engineer for demolition, rough and final inspections.

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Demolition:

Once demolition is completed, the CDA terminal manager and the CDA building engineer shall be offered the opportunity to perform an inspection of the site prior to beginning construction. Please note that demolition and construction waste management

Rough Inspections:

All internal structural components and mechanical systems shall remain exposed for completion of the preliminary rough inspection by the appropriate inspectors. Drywall should be installed only upon verification of code compliance for any work performed on any altered structural and/or mechanical systems. In addition, while rough components and systems are exposed, the CDA terminal manager and the CDA building engineer shall be offered the opportunity to perform an inspection.

Final Inspections:

Once the rough inspection is approved and the balance of construction completed, a final inspection must also be performed by Chicago Department of Buildings inspectors from bureaus having jurisdiction over the related work. In addition, the CDA terminal manager, and the CDA building engineer shall be offered the opportunity to perform a final inspection.

Retail food establishments are required to provide a building license which triggers a health inspection to be conducted by the Chicago Department of Public Health. Concessions applying for a liquor license require a separate inspection coordinated by the Business Affairs and Consumer Protection Department, in addition to the Department of Buildings inspections. During construction, the tenant shall submit monthly Chicago residency utilization reports per 2-92-330 of the Municipal Code of the City of Chicago to the extent dictated in the tenant's lease. All monthly reports shall be submitted to the assigned CDA point of contact.

Non-compliance with any of the "Conditions of Approval" listed in the "Submittal Review Comments Form" may be just cause for the CDA to order work stoppage until corrective measures are completed and compliance is obtained. Any cost or claims due to this work stoppage shall be borne by the contractor.

Step 7: Notification to the City of Substantial Completion.

Upon substantial completion and prior to opening/occupancy, the Tenant shall request a site inspection/punchlist walk through with the CDA Point of Contact as instructed during the preconstruction meeting. Attendees should include the Tenant's designer and contractor, the CDA terminal manager, the CDA building engineer, the CDA Point of Contact, and any other attendees identified during the preconstruction meeting. During the walkthrough, an oral punch list will be communicated followed within a week by a written punch list produced and distributed to all attendees by the Tenant. Documentation showing the completion of punchlist items must be submitted to the CDA Point of Contact within 30 days of the punchlist walkthrough. If additional time is needed, the Tenant must coordinate that request through the CDA Point of Contact.

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If a Certificate of Occupancy is required, as determined by the City of Chicago Department of Buildings, it will need to be submitted to the CDA prior to any occupancy of the renovated or newly constructed space. It is the Tenant's responsibility to arrange for inspection by the Department of Buildings for the Certificate of Occupancy.

The Tenant shall close out the Notice to Airport Users Form by electronically attaching a PDF of the permit's front and back showing inspector sign-offs, by entering the substantial completion date, by entering the punchlist walkthrough date, and by entering the anticipated submittal of redlined drawings which must be within 30 days of the punchlist walk through. An automatic email reminder will be sent to the Tenant/Contractor if this information is not entered into the Notice to Airport Users Form on or before the scheduled substantial completion date.

The Tenant must also submit a final construction SAM Checklist at construction completion that incorporates information on final quantities, contractor submittals, and other SAM-related data that is incorporated during the construction phase.

SAM checklists will be reviewed concurrently with the contract documents with the exception of the final construction submittal which is submitted by the Tenant and reviewed separately by the Sustainable Review Panel (SRP). Recognition in the form of a Green Airplane Certification will be awarded at completion of final checklist review.

CLOSEOUT Step 8: As-Built

The as-built documents (all required prints and electronic files) shall be transmitted to the CDA Coordinating Architect, Design and Construction, within ninety (90) days of substantial completion unless the CDA has formerly approved an alternate time frame. The items listed below are required to support maintenance of accurate facility records and future construction:

- One full-size hardcopy of final as-built drawings
- One CD/DVD of CAD files either in AutoCAD or Microstation format
- One CD/DVD of all image files in PDF format
- One PDF of the finalized SAM Construction Checklist
- One PDF of all O&M manuals for equipment being maintained by the CDA
- One PDF of the building permit (both sides) with all required rough and final inspection sign-offs
- One PDF of the preventative maintenance schedule listing the systems and equipment that require preventative maintenance, scope of maintenance to be performed, frequency, and which entity is responsible
- All concession tenant projects are required to include one PDF of the tenant certified statement detailing the final improvement cost including change orders. All other tenant projects shall be required to provide this information at the CDA's request.
- All concession tenant projects are required to include one PDF documenting the project's Minority Business Enterprise (MBE)/Women-owned Business Enterprise (WBE) participation as well as the City of Chicago residency. All other tenant projects shall be

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required to provide this information at the CDA's request. SAFETY

All contractors and subcontractors and the work they perform are subject to the CDA Construction Safety Manual. The contractor's Safety Representative's credentials must comply with the requirements as outlined in the most recent CDA Construction Safety Manual and must be approved prior to beginning any work on the project. Copies of the Safety Representative's resume, OSHA card, AED/CPR card, Site Specific Safety Plan/Job Hazard Analysis (JHA), Incident Notification Plan and any other documentation as required by the CDA Construction Safety Manual must be submitted to CDA or its representatives at the Pre-Construction Meeting.

SECURITY ID BADGING

All companies conducting business at the Airport and having an operational need for access to the Secured Area, Security Identification Display Area (SIDA), Air Operations Area (AOA), and/or the Sterile Area must be properly registered as a "Tenant" in the Airport ID Badging and Access Control System, or be sponsored by a registered Tenant, before its employees may be issued ID Badges, and its vehicles issued airfield vehicle permits. Tenants that are companies servicing an existing Airport Tenant must be sponsored by that Airport Tenant. All companies must be in compliance with the CDA - Identification Badge Regulations and Practices containing Policies and Procedures and Rules and Regulations of the CDA.

Registration of companies as Tenants in the system, and employee screening/ID Badging procedures, are a lengthy, but mandatory process. The Tenant should keep this in mind when scheduling a project. Tenants are advised to begin this process at the earliest opportunity, become familiar with required procedures, and allow adequate lead time, to preclude

delays. Tenants or their contractors must know all access codes for required door access prior to starting the badging process.

Airport ID badges, driving privileges, and airfield vehicle permits are as crucial to this process as are required construction permits. Tenants' failure to understand, or comply with, ID Badging and vehicle permit/operating regulations can impose significant and costly project delays. Requirements, and detailed instructions, for obtaining required badges, driving privileges, and Ground Motor Vehicle Operation Regulations Manual. These documents are available on request from CDA. See ID Badging website: www.flychicago.com/badging <<http://www.flychicago.com/badging>>

Tenants must review and understand these procedures thoroughly, before attempting to obtain badges, driving privileges, or vehicle permits. Companies must complete the Employer Information and Authorization Form to register as Tenants and designate an authorized Signatory (required if the Tenant is not already established as a Tenant in the ID Badging System). Signatories must be established in accordance with the rules defined in the Handbook, which typically requires 2 business days to accomplish upon submittal.

The Access Control and Photo ID Badge Application is required to register company employees.

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The Company Vehicle Access Form-AIRFIELD must be completed to register the company vehicles.

NOTE: CARE Plus acts as "Tenant" for ID Badging purposes for those Tenants that are airfield construction companies under contract to the City. Such construction companies do not need to register as Tenants themselves but shall instead contact CARE Plus, and contact/proceed to ID Badging only as directed by CARE Plus. The above directives should be reviewed and understood before contacting CARE Plus.

CARE Plus may be reached at:

CARE Plus
P.O. Box 66790, AMF O'Hare Chicago, IL 60666
Attn: Lisa Kleopa (773) 894-3828
lkleopa@careplusllc.org
<<mailto:lkleopa@careplusllc.org>>

However, Tenants who already have established ID Badge accounts as Tenants shall continue to obtain ID Badges in the manner previously established.

Airport ID Badges and vehicle permits must be returned at the conclusion of each project. ID Badges for

Secured Areas

Any employee who works at the Airport and has operational duties requiring access to a Secured Area is required to obtain an ID badge. Requirements for obtaining an ID badge include the following: a successful completion of the Access Control and Photo ID Badge Application; favorable results of an FBI fingerprint-based Criminal History Records Check (CHRC); favorable results of a TSA Security Threat Assessment (STA); successful completion of the Security Identification Display Area (SIDA) training; and an understanding and commitment to follow federal and CDA regulations listed in the Handbook.

Depending on individual training and testing requirements, issuance of an individual employee badge typically requires a

minimum of two visits, per applicant, with approximately 1-3 hours per visit, not including travel to CARE Plus and ID Badging. In addition, the required fingerprint- based investigations CHRC and STA typically require a minimum of 10 business days, per employee, to accomplish.

Applicants seeking airfield-driving privileges within the Airport airfield perimeter (AOA or Secured Area) must be trained and tested and, therefore, must be thoroughly familiar with the Ground Motor Vehicle Operation Regulations Manual to obtain the driving privileges.

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Airfield Vehicle Permits

If a project involves driving on the airfield, all vehicles driven on the movement or non-movement area (ramp, service roads, runways and taxiways) must be properly insured and registered with the ID Badging Office. While in these areas, registered vehicles must have a valid Vehicle Permit sticker affixed to the lower left (driver's side) of the windshield of the vehicle. All documentation should be submitted at least 15 business days before the expiration or new issue date of the Vehicle Permit with a valid Certificate of Insurance covering the vehicles identified, with a minimum amount of \$5,000,000 of vehicle liability insurance.

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EXHIBIT B

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "Agreement") is made and entered into as of _____, 2015 (the "Effective Date"), by and between the CITY OF CHICAGO, a - mun iciplfcorporati onrandrhomeVru l eTii n iEof=l oca l^overmiTeifhorgan ized^aTTd^xi st i ng^u hdeFAfti e-l e^V- l l ~ Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois (the "City"), and AMERICAN AIRLINES, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Airline").

RECITALS:

A. The City is the landlord and Airline is the tenant under that certain Ground Service Equipment Staging and Storage Facility II Lease dated as of 1993 (the "GSE II Lease"), whereby the City leased to Airline, and Airline leased from the City, certain premises consisting of approximately 44,801 square feet of land located "northeast of the Airport's Heating and Refrigeration Building" (the "GSE II Premises") for the staging, storing, and parking of Airline's ground support service equipment, all for a term (the "GSE II Lease Term") as currently set forth therein, and otherwise upon and subject to the terms and provisions contained therein.

B. In addition to the foregoing, the City is the landlord and Airline is the tenant under that certain Ground Service Equipment Staging and Storage Facility I Lease dated as of July 15, 1986 (the "GSE I Lease"), whereby the City leased to Airline, and Airline leased from the City, certain premises consisting of approximately 118,040.54 square feet of land located "near the intersection of the 27 Left Taxiway and Airport Services Road" (the "GSE I Premises") for the staging, storing, and parking of Airline's ground support service equipment, all for a term (the "GSE I Lease Term") as currently set forth therein, and otherwise upon and subject to the terms and provisions contained therein.

C. Concurrently herewith, the City and Airline are entering into that certain First Amendment to Ground Service Equipment Staging and Storage Facility I Lease (the "GSE I Lease Amendment"), dated of even date herewith, pursuant to which the GSE I Lease will be amended to, among other things, extend the GSE I Lease Term, relocate the GSE I Premises, to further amend the GSE I Lease and to add the demised premises under the GSE II Lease to the Demised Premises under the GSE I Lease, all on the terms and conditions to be outlined therein.

D. In furtherance of the GSE I Lease Amendment, the City and Airline have also agreed to cancel and terminate the GSE II Lease (but not the GSE I Lease) prior to the scheduled expiration date thereof, upon and subject to the terms and conditions hereinafter set forth.

E. The City and Airline now desire to confirm the termination of the GSE II Lease upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Airline hereby covenant and agree as follows:

1. Termination of GSE II Lease. Notwithstanding anything (herein to the contrary, the GSE II Lease shall be, and the same hereby is, terminated and cancelled effective as of 12:01 a.m. on the Effective Date (the "GSE II Lease Termination Date"), and any and all rights of Airline under the GSE II Lease shall cease and be of no further force or effect as of the GSE II Lease Termination Date. Airline shall

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continue to comply with all of Airline's obligations as provided under the GSE II Lease with respect to the GSE II Premises or otherwise for the period through and including the GSE II Lease Termination Date.

2. GSE I Lease Amendment Effective Date. The effective date of the GSE I Lease Amendment (the "GSE I Lease Amendment Effective Date"), and the demised premises under the GSE II Lease shall become a part of the Demised Premises under the GSE I Lease on the GSE I Lease Amendment Effective Date.

3. Release of Liability. To the maximum extent permitted by applicable law, Airline hereby releases and forever discharges the City, and each and every official (elected or otherwise), agent, contractor, employee, officer, trustee, consultant, advisor, representative, and consultant of the City, and their respective representatives, successors, and assigns (each, a "City Party", and, collectively, the "City Parties"), from and against any and all liabilities, claims, demands, damages, actions, suits, proceedings, liens, costs, or expenses of any kind or nature whatsoever (including, without limitation, court costs and reasonable attorneys' fees) (collectively, "Claims") which Airline or any of Airline's officials, agents, contractors, employees, officers, trustees, consultants, advisors, representatives, or consultants, or any of their respective representatives, successors, or assigns (each, an "Airline Party", and, collectively, the "Airline Parties"), now have or at any time shall have against the City or any of the City Parties as a result of any matter, cause, or thing whatsoever occurring prior to, on, or after the GSE II Lease Termination Date and arising out of or in connection with the GSE II Lease or the GSE II Premises. To the maximum extent permitted by applicable law, and except for any liabilities or obligations of Airline arising from Airline's acts or omissions or breaches occurring prior to the GSE II Lease Termination Date, and excepting further any matters arising in connection with Airline's obligations under this Agreement, the City hereby releases and forever discharges Airline and the Airline Parties from and against any and all Claims of any kind or nature whatsoever which the City or the City Parties now have or at any time shall have against Airline or the Airline Parties as a result of any matter, cause, or thing whatsoever occurring prior to, on, or after the GSE II Lease Termination Date and arising out of or in connection with the GSE II Lease or the GSE II Premises.

4. Authority of Airline. Airline hereby represents and warrants to the City that: (a) the person signing this Agreement on behalf of Airline is duly authorized to so execute and deliver this Agreement on behalf of Airline; (b) the execution and delivery of this Agreement and the performance of the terms hereof have been duly authorized and approved by all necessary corporate action on the part of Airline; and (c) no consents or approvals are required from any other party in order to give full effect to the agreements and covenants of Airline contained herein.

5. Capitalized Terms. Capitalized terms used and not otherwise defined herein shall have the meaning specified therefor in the GSE II Lease.

6. Real Estate Brokers. Airline represents and warrants to the City that Airline has not engaged any broker, agent, or finder in connection with this Agreement, and hereby agrees to indemnify, defend, and hold harmless the City

and the City Parties from and against any and all Claims of any broker, agent, or finder representing or claiming to represent Airline in connection with this Agreement. The City represents and warrants to Airline that the City has not engaged any broker, agent, or finder in connection with this Agreement, and hereby agrees to indemnify, defend, and hold harmless Airline and the Airline Parties from and against any and all Claims of any broker, agent, or finder representing or claiming to represent the City in connection with this Agreement.

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7. Whole Agreement. This Agreement sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements with respect to the matters set forth herein.

-j8F3^"Gounterpa"Fts7^his"rA^ deemed an original, and all of which, when taken together, shall be deemed and shall constitute a single, integrated original document.

9. Governing Law. This Agreement, the interpretation hereof, and any disputes arising hereunder or in connection herewith shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois. Each of the City and Airline hereby submit to local jurisdiction in the County of Cook, State of Illinois and/or the United States District Court for the Northern District of Illinois (herein, the "Applicable Jurisdiction"), and each party (a) agrees that any action by Airline against the City or the City against Airline, as the case may be, shall be instituted in the Applicable Jurisdiction, (b) agrees that courts located in the Applicable Jurisdiction shall have (i) personal jurisdiction over Airline for any action brought by the City against Airline, and (ii) personal jurisdiction over the City for any action brought by Airline against the City, and (c) waives any objection such party may have, whether pursuant to applicable Law or otherwise, to the jurisdiction of courts located in the Applicable Jurisdiction over this Agreement and any disputes arising hereunder or in connection herewith.

10. Definition of the City. For purposes of this Agreement, the "City" means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6 (a), respectively, of the 1970 Constitution of the State of Illinois, and its successors and assigns, In any case under the GSE II Lease or this Agreement that the City may or shall take any action, perform any review or approval, engage or participate in any process, or otherwise perform any of its obligations or other terms thereunder or hereunder, such action or performance may be undertaken by, under the supervision of, or at the direction of the Department of Aviation (the "DOA"), the Commissioner of Aviation (the "Commissioner"), the O'Hare Modernization Program (the "OMP"), the Executive Director of the OMP, or by such other departments, persons, officials, representatives, or contractors as may be specifically authorized by the City, the Commissioner, and/or the OMP from time to time.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the City has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council, and Airline has caused this Agreement to be executed on its behalf by its _____ and attested to by its _____, pursuant to due authorization of its corporate authorities, all as of the Effective Date first above written.

CITY:

CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois

Mayor

APPROVED:By:

Commissioner, Chicago Department of Aviation

APPROVED AS TO FORM AND LEGALITY:

By:

Chief Assistant Corporation Counsel

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

[AIRLINE SIGNATURE PAGE FOLLOWS]

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AIRLINE:

AMERICAN AIRLINES, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware

By: _ Name: Title:

ATTEST:

By: _ Name: Title:

AIRLINE'S ILLINOIS AGENT FOR SERVICE OF PROCESS:

Print Name: Print Address:

Title:

QBX25C27999.]

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:

plfy)erlc~&>r\ ft irli/\ e_s^ JTn c ■

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. W^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 II.B.I.) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: ^333AlY)cr\ Ccla&zs klVfL) MrVrik 75
For*- k)or4h_s TX "76/55

C. Telephone: ' 131-<oVlS Fax: 0"<"]~ fyl" %U \ EmailL^a/y^,-zh 2SI^ £)3a. <*rv\

D. Name of contact person: p\ MZ>flcL&. lLh^^

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? ^Dg^e-^h^-^f- y-V pVteh-j-^

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

Specification # and Contract U N/A

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership |
| <input checked="" type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

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

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

Sec^ A+r^cMecl User

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
Amerir?^ far lifted	H 3/rmtm QyrK"EA \jd ■	/OP?^0

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?

[JYes 'jx^No Sf^ou /n^M^ re.a.sonAfa lc |rtik^-"y

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 Parly 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 ofthe relationship, and the total amount ofthe 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.
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(Add sheets if necessary)

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

SECTION V « CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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").

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

bim

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):

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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? f., 4Vid. besf LVscJ o^Crvj P-<a«-c*>/\S l<ftou)ie^e_

HYes ^ No ^Hca, ACj f^^^l^ »^w,r/

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

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

Name	Business Address	Nature of Interest
------	------------------	--------------------

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

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 I 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.

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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 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.

(Print or type name of Disclosing Party)

By:

(Sign here) ft

CyriW.'neL 6 ■ /?ay

(Print or type name of person signing)

Clorp c r^U- SagjCAtf, ^

(Print or type title of person signing)

Signed and sworn to before me on (date) < r^y, ^ ^, 30^, a t ^^^O^V^-C o u n t
y7Vq^NO->r^O^ (state). ~T^a-^CW^a-

Notary Public.

Commission expires:

"/,,f*p. 0<^s""/;mn^

With regard to F.1, F.2, and F.3, the Disclosing Party's answer is as follows:

Due to the Disclosing Party being a very large corporation, the Disclosing Party can only certify such statements to the best of its knowledge after making reasonable inquiry.

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No ☐ Not Applicable

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

FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.

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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:

/-/in) /Q.>A>i^^ Qirr,^^ xy/ir',

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: A/Ddr-ic^y A//-///is< Zj->s> .
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: HmofK 0,Arj~e,r A/l!/l MQf)6> Itf

C. Telephone: o"/ 7-^l- Fax: g/7 - 9 L l-A\ I I Email: flnwidfic ^A/tAip, @)/M.<lct/n

D. Name of contact person: A/nAodq. Zl \ y\

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):

Eir-sl p\rfjA'yXir\&t\~r hi Ame.rit.AO <http://Ame.rit.AO> A//-///i<sf Cro^t-^X Spj-qIc.^ £«/MP/r>^^ Sf/tq,^«

G. Which City agency or department is requesting this EDS? Q&.pflrfrprt/.i/ <3 (~ /ft/J/A'/jc?/)

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

jttlIt ^{ancl} Contract it A'//)-

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 ☐
☐ 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:

SliJj9lAAJ^e^

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

3^-- /^-H-Tfl^/S e.rJl

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
-7/i.e, Co/louJ/./>,^ tk'.hs	CoH-k 7^x9£>rM^h^ £e^</W^S£losing Party	CIS °P /fyr/V 4y v&P/S' P<?re>.t\.nJ),,

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?

7# -/A^ h^s/- '\$,saJs>s,hp, Party's faouj/ecUae^
[]Yes ^No fitter Atfihhf, rcAsc***^ tnptfry.

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)

☐ 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 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.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 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:

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").

/!///h

:

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) ☐ is

(V) 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):

Page 7 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.

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?

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 I 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.

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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:

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) 744-9.660. 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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With regard to F.1, F.2, and F.3, the Disclosing Party's answer is as follows:

Due to (he Disclosing Party being a very large corporation, the Disclosing Party can only certify such statements to the best of its knowledge after making reasonable inquiry.

F. I. 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 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 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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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

[>dNo

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

[] Not Applicable

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

FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.

AMERICAN AIRLINES GROUP INC. 4333 Amon
Carter Blvd. Fort Worth, TX 76155 (Delaware
Corporation)

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Executive Vice President-People and Communications
Executive Vice President and Chief Operating Officer
Executive Vice President-Corporate Affairs and Assistant Secretary
Executive Vice President and Chief Financial Officer
Senior Vice President and Chief Integration Officer
Senior Vice President, General Counsel and Chief Compliance Officer
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Vice President, Deputy General Counsel and Assistant Corporate Secretary...
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♦Section 16 Officer