



Office of the City Clerk

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL, MAYOR

July 6, 2011

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

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a concession agreement for Terminal 5 at O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago ("City"), 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, certain portions of O'Hare are used for food and beverage, retail, dutyfree and service facilities (collectively, "concessions") to serve the needs of airport patrons and employees; and

WHEREAS, the concessions in International Terminal 5 at O'Hare are managed by a mastertenant that subleases space to concession operators; and

WHEREAS, the majority of Concessions in Terminal 5 are currently located in the non-secured areas of the terminal; and

WHEREAS, the Chicago Department of Aviation ("CDA") issued a request for proposals for a master tenant that included redevelopment of the concessions so as to make them within the secured areas of the terminal ("RFP"); and

WHEREAS, pursuant to the RFP, CDA recommends that Westfield Concession Management, LLC ("Westfield") be granted a lease by the City Council to redevelop, sublease and manage the concessions program in Terminal 5; and

WHEREAS, the City desires to enter into a master lease with Westfield that is substantially in the form of the draft master lease attached hereto as Exhibit A 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 Department of Aviation ("Commissioner"), a master lease with Westfield that is substantially in the form of the draft master lease attached hereto as Exhibit A.

SECTION 3. The Commissioner and such other City officials 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 4. This ordinance will be in full force and effect from and after its passage and approval.

EXHIBIT A

FORM OF LEASE (Including Exhibits)

CHICAGO O'HARE INTERNATIONAL

AIRPORT

Concession Redevelopment and Management Lease

Agreement

between

City of Chicago

and ^v

Westfield Concession Management, LLC

JULY __, 2011

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CHICAGO O'HARE INTERNATIONAL AIRPORT TERMINAL 5

CONCESSION REDEVELOPMENT and MANAGEMENT LEASE AGREEMENT BY AND BETWEEN CITY OF CHICAGO AND WESTFIELD CONCESSION MANAGEMENT, LLC

THIS CONCESSION REDEVELOPMENT AND MANAGEMENT LEASE

AGREEMENT (the "Lease") is made as of this _day of July, 2011 ("Effective Date"), by and between the CITY OF CHICAGO, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois, acting through its Chicago Department of Aviation (hereinafter the "City") having a usual place of business at 10510 West Zemke Road, Chicago, Illinois 60666 and WESTFIELD CONCESSION MANAGEMENT, LLC (the "Tenant"), a Delaware limited liability company authorized to conduct business in the State of Illinois, with a principal place of business at 11601 Wilshire Boulevard, 11th Floor, Los Angeles, CA 90025. The City and Tenant may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

The City and Tenant hereby agree as follows:

1.1 Basic Data. Each reference in this Lease to any of the following subjects shall incorporate the data or definition specified below:

ARTICLE 1

DEFINITIONS AND ATTACHMENTS

Airport:

Chicago O'Hare International Airport, Chicago, IL

Terminal 5:

The international flight terminal of the Airport (hereinafter the "Terminal"). The Terminal is currently approximately 1,236,000 square feet and currently includes 21 gates and 5 ramp boarding areas.

City:

^City of Chicago, acting through the Chicago Department of Aviation.

City's Representative:

The Commissioner.

Commissioner:

The Commissioner of the Department and any City officer or employee authorized to act on his/her

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behalf.

Department:

Department's Notice Address: Tenant:

Tenant's Representative(s):

Chicago Department of Aviation or CDA.

10510 West Zemke Road Chicago, Illinois 60666

Westfield Concession Management, LLC.

Senior Vice-President, Airports and Office of Legal Counsel, Attn: Associate General Counsel.

Tenant's Notice Address:

Transition Premises:

New Concession Premises:

Storage Premises:

2730 University Blvd., Suite 900 Wheaton, Maryland 20902 Attention: Office of Legal Counsel

The existing Concession Premises at the time of the delivery of the Premises by the City to Tenant consisting of approximately 15,200 square feet of area and all appurtenances and fixtures attached thereto located in Terminal 5, as more particularly described on Exhibit A and which shall be phased out during the redevelopment of the Concession Program.

Approximately 25,500 square feet of area and all appurtenances and fixtures attached thereto located in Terminal 5, as more particularly described and shown on Exhibit A attached hereto.

Approximately 4,000 square feet of backroom

storage area located in Terminal 5, as more

particularly described and shown on Exhibit A attached hereto.

Office Premises:

Initially, approximately 300. square feet of area located in Terminal 5, as more particularly described and shown on Exhibit A attached hereto. Prior to the Redevelopment of the Concession Program, the Department shall relocate and/or expand the Office Premises to be approximately 1,200 square feet of area located in Terminal 5, as more particularly described and shown on Exhibit A attached hereto.

Permitted Uses:

As provided in Article 2.

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Term:

That period commencing on the Effective Date and ending at 11:59 p.m. on the Expiration Date, unless sooner terminated as provided herein.

Rent Commencement Date:

The Earliest Date of Beneficial Occupancy as defined in Section 1.2 with respect to the Transition Premises. The Latest Date of Beneficial Occupancy as defined in Section 1.2 for Percentage Rent with respect to the New Concession Premises and the MAG Effective Date for the Minimum Annual Guarantee.

Expiration Date:

The date which is the 20th anniversary from the Latest Date of Beneficial Occupancy, unless sooner terminated as provided herein. Upon the mutually agreed upon determination of the Latest Date of Beneficial Occupancy, the Expiration Date shall be memorialized in a letter agreement between the Parties.

Minimum Annual Guarantee: A minimum annual amount of Three Dollars

(\$3.00) per Actual Enplaned Passenger (based on the total of all Actual Enplaned Passengers in the Terminal during the immediately preceding Lease Year), as set forth in Article 5. Commencing on January 1 following the MAG Effective Date, the \$3.00 rate shall automatically be adjusted each year to reflect the prior year's annual increase in the Consumer Price Index for All Urban Consumers ("CPI-U") in the Chicago-Gary-Kenosha area, but not to exceed one and one-half percent (1.5%) per year. ^v

Percentage Rent: . A Percentage Rent rate of sixteen percent (16%) of

all Subtenant's Gross Receipts generated from the Transition Premises and New Concession Premises as set forth in Article 5.

Additional Concession Percentage Rent: With respect to any Additional Concession Premises that may be added to the Lease from time to time, the following Percentage Rent rates will be applicable (in lieu of the sixteen percent (16%) rate specified above for the Premises Rent) for each new location within the Additional Concession Premises for the following types of concessions: (i) Specialty
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Retail - eleven percent (11%), (ii) Food. & Beverage - ten percent (10%), (iii) Newsstands and News & Gifts - fifteen percent (15%), (iv) Duty Free - twenty-three percent (23%), and (v) Services - ten percent (10%).

Premises Rent: An annual amount which is the greater of: (a) the

Minimum Annual Guarantee; or (b) the sum of Percentage Rent and Additional Concession Percentage Rent, if applicable, as set forth in Article 5.

Rent: Collectively, Premises Rent, Additional Rent and

any other charge or amount due from Tenant under this Lease as more particularly described and set forth in Article 5.

City's Address for Rent Payments: Office of the City Comptroller

333 South State Street, Room 402 Chicago, Illinois 60614

Security Deposit: Within one hundred twenty days following the execution of this Lease, a Letter of Credit equal to Five Hundred Thousand Dollars (\$500,000.00) in form acceptable to the City as provided in Article 5. After completion of the Redevelopment, this letter of credit will be amended to reflect an amount equal to three (3) months of the first Lease Years' Minimum Annual Guarantee, which shall be delivered to the City on or before the Latest Date of Beneficial Occupancy.

Construction Bond: Prior to the commencement of Tenant's construction of the Redevelopment (as defined below), a payment and performance bond guaranteeing completion of Tenant's construction ^x Work for the Redevelopment in an amount of Tenant's construction Contracts shall be delivered by Tenant to the Department.

1.2 Additional Defined Terms. As used herein, the following terms shall have the meanings specified below: "Actual Enplaned Passengers" shall mean international passengers who board an airplane departing from the Terminal as reported to the City by the airlines using Gates in the Terminal. The City shall provide Tenant with Actual Enplaned Passengers data promptly after such data

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becomes available to the City.

"Additional Rent" shall mean all other payments due under this Lease of any kind or nature other than Premises Rent.

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

"Airport Concession Disadvantaged Business Enterprise" or "ACDBE" shall mean an entity meeting the definition of a disadvantaged business enterprise as defined in U.S. Department of Transportation Regulations Title 49 Code of Federal Regulations, Parts 23 and 26, as amended from time to time ("Regulations") and certified in accordance with those Regulations and as further set forth in Section 16.2 hereof. Tenant shall act as the City's representative in monitoring Subtenants' compliance with the Regulations and reporting ACDBE participation in the Concession Program, including Subtenants' good faith efforts as required by the Regulations to comply with the Special Conditions Regarding ACDBE participation as attached hereto as Exhibit C, and Tenant shall include such Special Conditions in each of its applicable subleases (those subleases including an ACDBE participant) of Premises. Failure of a Subtenant to comply with such Special Conditions shall be a default by the Subtenant under the Sublease. The Special Conditions may be amended by the City from time to time to reflect changes in the Regulations and such amended Special Conditions shall be binding, to the extent applicable, on Tenant and its Subtenants.

"Airport Concession Program Handbook" shall mean Exhibit J, as it may be amended from time to time by the Department. Any amendment of the Airport Concession Program Handbook by the Department during the Term of this Lease will be binding on Tenant without need for amendment of this Lease. In the event of any conflict or inconsistency between the provisions of this Lease and the Airport Concession Program Handbook and this Lease, this Lease shall be controlling.

"Annual Certified Statement" shall mean a statement in the form of the Annual Certified Statement attached hereto as Exhibit K setting forth the in the aggregate all of the Subtenants' "Gross Receipts" as hereinafter defined generated at, on or from the Premises and the amount of Premises Rent payable to the City, all in accordance with Section 5.1(c), for each Lease Year of the Term. The Annual Certified Statement shall be accompanied by the certification of an independent certified public accounting firm reasonably acceptable to the City. The City may change the form of the Annual Certified Statement upon thirty (30) days prior written notice to Tenant.

"Base Building Improvements" shall mean those Improvements to be constructed by Tenant's Contractors as part of the Redevelopment.

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

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"Common Areas" shall mean those areas of the Terminal that are not leased, licensed, or otherwise designated or made available by the Department for exclusive or preferential use by specific party or parties.

"Concession Premises" shall mean the existing Transition Premises (until closed following redevelopment of the Concession Program), the New Concession Premises and, if applicable, the Additional Concession Premises.

"Concession Plan" shall mean the comprehensive plan for the development and implementation of the Concession Program as further described in Section 7.1 to be submitted to the City for approval in accordance with said Section 7.1. Such Concession Plan shall be consistent with all applicable sections of Tenant's Proposal as the same have been approved by the City and shall include, without limitation, at least one (1) pre-security food and beverage concession location operating on a twenty-four (24) hour per day basis.

"Concession Program" shall mean the first class food and beverage operations and retail service operations within the Concession Premises in accordance with the Concession Plan.

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

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

"Contracts" shall mean all written agreements with Contractors.

"Construction Documents" shall mean the drawings and specifications for the construction of Improvements, approved by, the Commissioner pursuant to Article 8.

"Date of Beneficial Occupancy" shall mean the date on which Tenant shall assume the Transition Premises in accordance with the terms and conditions of this Lease (the "Earliest Date of Beneficial Occupancy"); and the date which is the earlier to occur of: (i) 180 days following the date that the City has delivered the Concession Premises to Tenant and all permits required for the construction by Tenant of the Redevelopment and Tenant's Base Building Improvements and the build-out of the Concession Premises by the Subtenants have been approved and issued by all applicable permitting agencies, or (ii) the date on which the entire redeveloped concession locations and the associated Redevelopment of Terminal have been completed and all of the Concession Premises initially opened for business to the public (the "Latest Date of Beneficial Occupancy"). The Latest Date of Beneficial Occupancy shall be confirmed in writing by the parties. Unless otherwise specifically stated herein, reference in this Lease to Date of Beneficial Occupancy shall mean the Latest Date of Beneficial Occupancy.

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"Days" shall mean calendar days unless otherwise specified herein.

"Default Rate" shall mean twelve percent (12%) per annum, but in no event higher than the highest rate permitted by law.

"Development Plan" shall mean the Tenant's and its Subtenants' conceptual plans for the Redevelopment, including construction of Improvements and commencement of Concession operations, as set forth in Article 8.

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

"Existing Contamination" shall mean any and all pollution or contamination caused by any Hazardous Material that previously existed in or exists in, or was released onto, the soil or groundwater at or beneath the Premises, the Terminal or the Airport or located within the Premises, the Terminal or the Airport as of the date the City first delivered the Premises to Tenant for Tenant's occupancy under this Lease.

"Event of Default" shall mean that meaning as described in Article 17.

"Force Majeure" shall mean any event beyond the control of the party claiming it, including but not limited to, acts of God, acts of a public enemy (such as war (declared or undeclared), invasion, insurrection, terrorism,

riots or rebellion), fires floods, earthquakes, hurricanes, explosions, and strikes which wholly or materially prevents or impairs either party from performing its obligations in strict accordance herewith, provided, however, that any lack of funds shall not be deemed a cause beyond the control of a party.

"GAAP" shall mean generally accepted accounting principles in the United States consistently applied.

"Gates" shall mean those portions of the Terminal used for passengers to board and disembark from aircraft.

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"Gross Receipts" shall mean the total amount in dollars at the actual sales price of all receipts, whether for cash or on credit, that are derived from business conducted in, on or from the Concession Premises, and all deposits not refunded to purchasers and all orders taken in and from the Concession Premises whether or not the orders are filled elsewhere, and receipts or sales by the Subtenants and any other person or persons doing business in or from the Concession Premises, including receipts from promotions, advertising, and income derived from retail display allowances or any other use of the Concession Premises by the Subtenants. Gross Receipts do not, however, include the following: ,

- (i) any sums collected and paid out by Tenant or a Subtenant for any sales, retail excise, use, privilege, or retailers occupation or any other type of taxes now or later imposed by any duly constituted governmental authority;
- (ii) the portion of the sales price for all merchandise returned by customers and accepted by a Subtenant for credit to the extent of the credit or refund actually given to the customer as well as rebates, exchanges or allowances made to customers;
- (iii) bona fide transfers of merchandise to or from the Concession Premises to any other stores or warehouses of any Subtenant;
- (iv) . sales of a Subtenant's furniture, fixtures, equipment and other items of personal property not in the ordinary course of a Subtenant's business;
- (v) refunds from or the value of merchandise, services, supplies or equipment returned to vendors, suppliers or manufacturers (but excluding display allowances, placement allowances, or other promotional incentives);
- (vi) proceeds from the sale , of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from, the Concession Premises pursuant to a Subtenant's record keeping system;
- (vii) the sale or transfer in bulk of the inventory of a Subtenant to a purchaser of all or substantially all of the assets of such Subtenant in a transaction not in the ordinary course of such Subtenant's business;
- (viii) insurance proceeds received from the settlement of claims for loss of or damages to Improvements, merchandise, fixtures, trade fixtures and any other Subtenant personal property other than the proceeds of business interruption insurance;
- (ix) (a) promotional discount and coupon offers issued to customers to the extent of the value of the discount actually given, if separately stated, arid limited in an amount to not more than three percent (3%) of a Subtenant's annual Gross Receipts; (b) the discounted portion of customary discounts given by Subtenant on sales of merchandise or services to a Subtenant's employees, if separately stated, and limited in amount to not more than two percent (2%) of a Subtenant's annual Gross Receipts; (c) the discounted portion of any discounts given by a Subtenant on sales of merchandise or services to

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other Airport lessees' employees, the Department or City employees and other employees employed at the Terminal or the Airport, if separately stated; and

(x) shipping, delivery, alteration and gift wrapping charges if there is no profit to a Subtenant and such charges are merely an accommodation to customers (to the extent there is any profit to a Subtenant, such profit shall be included in Gross Receipts).

A "sale" is deemed to have been consummated for purposes of this Lease, and the entire amount of the sales price must be included in Gross Receipts, at the time that: (A) the transaction is initially reflected in the books or records of Tenant or its Subtenant; or (B) Tenant or its Subtenant receives all or any portion of the sales

price; or (C) the applicable goods or services are delivered to the customer, whichever occurs first.

"Hazardous Materials" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance or any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment,, including, without limitation, any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam, insulation and chemical, biological and radioactive waste or any other similar materials which are included under or regulated by any Environmental Law.

"International Terminal Use Agreement" shall mean, collectively, the respective agreements entitled the Chicago-O'Hare International Airport International Terminal Use Agreement and Facilities Lease, dated as of January 1, 1990 between and among the City and the respective airlines utilizing the Terminal named therein, and as amended.

"Improvements" shall mean any permanent addition, alteration, annexation or improvement which shall become affixed to the Premises or a portion thereof which cannot be removed, modified or changed without damage to, or destruction of, either itself or the Premises or a portion thereof. Improvements shall include Tenant's Base Building Improvements and Subtenant Fixed Improvements as described in Article 8 w

"Improvement Costs" shall mean individually and collectively, Tenant's Certified Construction Costs for Tenant's Base Building Improvements and each Subtenant's Certified Construction Costs for each Subtenant's Fixed Improvements, as the case may be, as described in Article 8.

"Lease Year" shall mean, for the first (1st) year of the Term, the period commencing on the Earliest Date of Beneficial Occupancy and terminating on the next following December 31, and thereafter each subsequent twelve (12) month period commencing on January 1 and ending on December 31 of each calendar year including any portion of a calendar year during the final year of the Term.

"MAG Effective Date" shall mean the first (1st) day of the calendar month immediately
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following a period of twelve (12) consecutive months after the Latest Date of Beneficial Occupancy in which the Minimum Enplanement Threshold has been met in the Terminal. Calculation of the first applicable Minimum Annual Guarantee following the MAG Effective Date shall be based upon the number of Actual Enplaned Passengers in the calendar year immediately prior to the MAG Effective Date. Thereafter, the MAG for each Lease Year shall be based on the number of Actual Enplaned Passengers in the Terminal during the immediately preceding Lease Year.

"Minimum Enplanement Threshold" shall mean one million seven hundred thousand (1,700,000) Actual Enplaned Passengers over a period of twelve (12) consecutive months following the Latest Date of Beneficial Occupancy.

"Monthly Certified Statement" shall mean the statement in the form of the "Monthly Certified Statement" attached hereto as Exhibit L, which sets forth Tenant's calculation of Premises Rent as defined herein and pursuant to Section 5.7(a), for each prior calendar month or portion thereof during the Term. The Monthly Certified Statement shall be signed by a person authorized to sign for Tenant and shall be certified by a financial officer of Tenant or other authorized representative of Tenant reasonably acceptable to the City. The City may change the form of Monthly Certified Statement from time to time upon thirty (30) days prior written notice to Tenant.

"Monthly Resident General Manager's Report" shall mean the report to be submitted by Tenant which shall include a summary of Subtenant sales performance, marketing and promotions initiatives and events, ACDBE participant updates and other operational matters and issues. The Monthly Resident General Manager's Report shall be signed by the Resident General Manager.

"Operating Costs" shall mean those costs paid or incurred by Tenant in maintaining and repairing the Premises and utility and mechanical systems serving the Premises (excluding capital expenditures, as determined in accordance with generally accepted accounting principles); taxes paid by Tenant for the Premises (but not including income or franchise taxes); and costs of utility services (such as natural gas, water, sewerage and electricity) consumed in the Premises to the extent not metered and billed separately to a Subtenant Premises by a utility provider.

"Operating Equipment" shall mean any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant or its Subtenants in the Premises. Operating Equipment shall not include Tenant's Base Building Improvements or Subtenant Fixed Improvements as described in Section 8.4.

"Person" shall mean a corporation, association, partnership, limited partnership, limited liability company, joint venture, trust organization, . business, individual or government or any governmental agency or political subdivision thereof.

"Plans and Specifications" shall mean those plans and specifications of Tenant or its Subtenants as described in the Construction Documents and prepared with regard to any

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Improvements during the Term of this Lease.

"Premises" shall mean, prior to the redevelopment of the Concession Program, collectively, the Transition Premises, the Storage Premises, and the Office Premises as shown on Exhibit A; during the Redevelopment of the Concession Program, collectively the Transition Premises, the New Concession Premises, the Storage Premises and the Office Premises as shown on Exhibit A; after the Redevelopment of the Concession Program, collectively, the New Concession Premises, the Storage Premises, the Office Premises and, if applicable, the Additional Concession Premises as shown on Exhibit A.

"Ramp Area" shall mean that portion of the apron adjacent to the Gates and associated airfield ramp areas, but not including any taxiways and runways, in which aircraft maneuver on the ground, park or are serviced between flights.

"Redevelopment" shall mean the redevelopment of the Premises as described in Section 2.1(c).

"Relocation Space" means space to which Tenant must relocate a Concession Premises or Storage Premises at the request of the Commissioner after the Effective Date pursuant to Article 2.

"Scope of Work" shall mean the Work as described in the Construction Documents related to the Improvements.

"Shell and Core" shall mean the Premises as delivered by the City on the Effective Date and those improvements to the New Concession Premises to be completed by the City as may be required in this Lease, and with respect to Additional Concession Premises or Relocation Space, as may be agreed in writing by the Commissioner.

"Street Prices" shall have the meaning set forth in Section 14.3 of this Lease.

"Subtenant" shall mean a Subtenant of Tenant as approved by the Department in accordance with Article 15 hereof.

"Subtenant Fixed Improvements" shall mean those Improvements constructed by the individual Subtenants in their respective Subtenant Premises and does not include any Subtenant Operating Equipment.

"Subtenant Premises" shall mean the total Concession Premises and Storage Premises leased to a Subtenant pursuant to a Sublease, which may be amended from time to time as additional space may be added or the Subtenant Premises may be deleted from or relocated during the term of the Sublease in accordance with the provisions of this Lease. Subtenant Premises shall be used for operation of the Concession Program and the storage of merchandise, and equipment needed for a Subtenant's business operation and for no other purpose unless otherwise approved in writing by the Commissioner. '

"TDCPM", shall have the meaning set forth in Section 8.16 of this Lease.

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"Terminal" shall mean Terminal 5 of the Airport.

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

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

1.3 Attachments. The following documents attached hereto as Exhibits and are hereby made a part hereof:

Exhibit A

Exhibit B Exhibit C

Exhibit D

Exhibit E Exhibit F Exhibit G Exhibit H Exhibit I Exhibit J Exhibit K Exhibit L Exhibit M Exhibit N

Exhibit O Exhibit P

Premises, Transition Premises, Office Premises, Storage Premises and New Concession Premises

List of Initial Subtenants and Respective Concession Operations Special Conditions Regarding ACDBE

Participation and ACDBE Compliance Plan

Special Conditions Regarding MBE/WBE Participation and MBE/WBE Compliance Plan , , Design and Construction Provisions

Redevelopment, Construction Phasing and Opening'Schedule

Form of Letter of Credit/Payment and Performance Bond

Economic Disclosure Statements and Affidavits

Prevailing Wage Rates

Airport Concessions Handbook

Form of Annual Certified Statement

Form of Monthly Certified Statement

Service and Performance Operating Standards

Utilities Matrix

Sustainable Airport Manual

Tenant and Subtenant Insurance Requirements '

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ARTICLE 2

CONCESSION PREMISES, OFFICE PREMISES AND STORAGE PREMISES; RIGHTS OF TENANT AND SUBTENANTS

Premises.

(a) Grant of Premises. Subject to the terms and conditions contained herein, the City hereby leases to Tenant and Tenant hereby accepts from the City, the Premises for the Term and at the Rent herein described and hereby grants to Tenant the right to act as the exclusive developer and manager of the Terminal's Concession Program solely in the Premises pursuant to the terms and provisions of this Lease and for the Permitted Uses as described below.

(i) The Premises shall include the area from above the floor slab on which the space is located, to beneath the slab of the floor (or roof) above the space, and shall include the inner surfaces of the perimeter walls of the space, perimeter doors and windows but shall not include the land under or adjacent to the Terminal, the roof or any utility or telecommunications lines, antennas, mains, shafts pipes, conduits, ducts, wires or other building systems running through and not exclusively serving the Premises.

(ii) Subject to those rules and regulations promulgated by the Commissioner, Tenant and the Subtenants shall have such rights of ingress and egress to and from the Premises over the Terminal's Common Areas and other public areas of the Airport as may be reasonably necessary for Tenant, the Subtenants and their respective employees, agents, and Contractors and for each of their equipment and vehicles. Tenant and its Subtenants

shall control all of their respective vehicular traffic on the Airport, take all precautions as may be reasonably necessary to promote the safety of passengers, customers, business visitors and other persons, and employ such means as may be reasonably necessary to direct movements of any such vehicular traffic.

(iii) Tenant agrees that the City retains the right to place in, through or over the . Premises utility lines, mains, telecommunication lines, antennas, shafts, pipes, ducts, conduits, wires, and the like for the use and benefit of the City and other tenants and occupants of the Airport and to replace and maintain, repair and relocate such lines, antennas, mains, shafts, pipes, ducts, conduits, wires and the like, in, over and upon the Premises. When exercising its rights under this Section, the City agrees to use reasonable efforts not to materially interfere with Tenant's or its Subtenants' use of the Premises. Any such lines, antennas, mains, pipes, shafts, ducts, conduits, wires and the like in, through, or over the Premises shall not be deemed to be a part of the Premises.

(b) City's Delivery of the Premises/Shell and Core. The City is responsible for providing the Premises in its current AS-IS WHERE-IS condition. The City makes no warranty, either express or implied, as to the design or condition of the Premises, including the Shell and Core, or the suitability of the Premises, including the Shell and Core, for the Tenant's purposes or needs. The City is not responsible for any patent or

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latent defect, and Tenant must not, under any circumstances, withhold any amounts payable to the City under this Lease on account of any defect in the Premises, including the Shell and Core. If feasible, the City will assign to Tenant any warranties obtained from the City's contractor for the Shell and Core and/or the right to enforce City's rights under its contract for the Shell and Core.

(c) Tenant's Redevelopment Obligations. Pursuant to Article 8 hereof and as further described in Exhibit F, Tenant shall be responsible for the redevelopment of the Concession Program which shall consist of the following: (i) the relocation of the security checkpoint, (ii) removal of four travelators (moving sidewalks), (iii) demolition of one of the existing pre-security restrooms and reconfiguration of the other existing pre-security restrooms (half for ladies and half for men), (iv) re-demising of all Subtenant Concession Premises, (v) the remodel, fit out and furnishing of all common food court seating areas and providing power feeds from existing base building electrical rooms and panels to the Concession Premises as well as extending water and gas utilities lines and facilities from existing base building connection points within the Terminal as needed (the "Redevelopment"). Tenant, or the Subtenants shall be solely responsible for any and all costs and expenses associated with any utility use and consumption increases required by the Redevelopment, including extending any required utility lines within the Terminal from the existing base building connection points to the Premises. Except as expressly set forth in this Lease, in no event shall Tenant be reimbursed for its costs and expenses in connection with the Redevelopment. The Redevelopment requires the complete realignment of the existing Transportation Security Agency ("TSA") security checkpoints and the City shall be responsible for obtaining the TSA approval of the Redevelopment as well as the approval of the airlines operating in the Terminal. Tenant shall provide assistance to the City in obtaining such approvals. All such approvals shall be obtained in a timely manner by the City so as not to adversely impact the Construction Phasing and Opening Schedule as set forth in Exhibit F. Should the City not obtain such approvals on a timely basis or should the City fail to obtain all necessary approvals, the Parties shall meet in good faith to mutually agree on appropriate adjustments to both the scope of work of the Redevelopment that may be reasonably necessary in order to obtain all required approvals and the Construction Phasing and Opening Schedule shall be appropriately adjusted to reflect any such delays incurred or changes in the scope.

Tenant shall be responsible for the identification of any Hazardous Materials that may be encountered during the construction for the Redevelopment and shall report any such Hazardous Materials so encountered to the Department and the City. The City, at the City's sole cost and expense, shall be responsible for the remediation and/or removal of any such Hazardous Materials and shall also be responsible for obtaining the approval of any inspections or certifications related to any such Hazardous Materials which may be required by applicable laws in order for Tenant to perform the construction of the Base Building Improvements for the Redevelopment and for the Subtenants to perform the construction of the Subtenant Fixed Improvements for the New Concession

Premises.

(d) New Concession Premises. Upon the completion of the Redevelopment by Tenant and the completion of the construction of the New Concession Premises by the

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Subtenants, the New Concession Premises, the Storage Premises and the Office Premises shall be re-measured pursuant to BOMA standards and the approximate square footage set forth in Article 1 hereof shall be adjusted accordingly to reflect the actual measurement and be reflected in an amendment to this Lease; Thereafter, if at any time during the Term of this Lease, the New Concession Premises is reduced by the City to an area that is less than seventy-seven percent (77%) of the area of the actual New Concession Premises as measured pursuant to this Section, the Minimum Annual Guarantee shall be automatically and equitably adjusted retroactively to the initial date in which the Concession Premises were so reduced in accordance with the following formula: the then current Minimum Annual Guarantee shall be multiplied by a fraction, the numerator of which is the total Gross Receipts generated from the remaining New Concession Premises during the 12 month period immediately following the reduction of the New Concession Premises and the denominator of which is the total Gross Receipts generated from the existing New Concession Premises during the 12 month period immediately prior to the reduction of the New Concession Premises. Any overpayments of the Minimum Annual Guarantee made by Tenant until such determination of the equitable adjustment shall be made shall be credited against Rent due and owing to the City from Tenant until the full amount of the credit has been applied against Rent. Further, the City hereby guarantees to Tenant that during the Term, the New Concession Premises shall be no less than 16,000 square feet. The City hereby agrees that in the event that the New Concession Premises be additionally reduced by the City to less than 16,000 square feet at any time during the Term, in addition to the equitable adjustment of the Minimum Annual Guarantee per Actual Enplaned Passenger set forth in this Section, Tenant shall automatically be granted an additional five (5) year option to extend the Term as provided in Article 4 and shall have the right to pursue any other rights and remedies it might have at law or in equity. Additional Concession Premises. During the Term, the Commissioner shall have the right, but not the obligation, in his/her absolute and sole discretion, to add square feet of space to the Concession Program for additional concession operations ("Additional Concession Premises") and Tenant shall have the exclusive right to exercise its option to add the Additional Concession Premises to the Concession Program pursuant to the terms of this Section. In event that the Commissioner determines to make Additional Concession Premises available to Tenant, the Commissioner will send written notice to Tenant to advise Tenant of the following: -

- a. size and location, including a lease outline drawing of the Additional Concession Premises;
- b. whether the Additional Concession Premises are being offered as food and beverage, duty free, news, specialty retail or service concessions; and
- c. the City's Shell and Core obligations and Tenant's (or its Subtenants) Improvement obligations for the Additional Concession Premises.

Within ninety (90) days after receiving the written notice from the Commissioner, Tenant

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must notify the Commissioner if it accepts or rejects the Additional Concession Premises. Upon notification from Tenant to the Commissioner that Tenant accepts the Additional Concession Premises, the Additional Concession Premises will be added to the Premises as of the Date of Beneficial Occupancy for such Additional Concession Premises, as applicable, under this Lease and Exhibit A shall be modified accordingly. Upon notification from Tenant to the Commissioner that it rejects the Additional Concession Premises or if Tenant fails to notify the Commissioner within ninety (90) days that it accepts the Additional Concession Premises, the offer will terminate and the Commissioner may offer the Additional Concession Premises to any other third parties. Nothing set forth above requires the Commissioner to offer any Additional Concession Premises to Tenant. ,

Notwithstanding anything to contrary contained herein, in the event Additional Concession Premises are added to this Lease as provided in this Section, Tenant shall first cause the New Concession Premises to be completely

occupied and subleased to Subtenants and the following Percentage Rent rates will be applicable for each new location within the Additional Concession Premises leased for the operation of each of the following types of concessions: (1) Specialty Retail - eleven percent (11%); (2) Food & Beverage - ten percent (10%); (3) Newsstands and News & Gifts - fifteen percent (15%); (4) Duty Free - twenty three percent (23%); and (5) Services - ten percent (10%). Notwithstanding the foregoing, should a vacancy in the New Concession Premises be of a different concession category type than the proposed use for the Additional Concession Premises, Tenant shall be permitted to enter into Subleases for any such locations within the Additional Concession Premises in accordance with the rates specified above without first subleasing the vacancy in the New Concession Premises.

Relocation Space. The Commissioner may at any time during the Term require Tenant to vacate or to cause its Subtenants to vacate any portion of the Premises and relocate a Subtenant's operations in those affected portions of the Premises to another location within the Terminal ("Relocation Space") when, in the sole discretion of the Commissioner, the portion of the Premises to be relocated is necessary for other Airport or airline operational purposes or with respect to Airport security requirements. In such an event:

(i) The Commissioner will notify Tenant in writing within a reasonable period of time prior to the date that the affected portion of the Premises need to be vacated and the affected Subtenants' operations moved to the Relocation Space. Such notice will be not less than one hundred twenty (120) days in advance of the proposed relocation. To the extent practicable, the City will endeavor not to require Tenant or its applicable Subtenant to move from the affected Concession Premises being vacated before the City completes the construction and Improvements to the Relocation Space and the Relocation Space is ready to be open for business to the public, but the portion of the Premises being vacated may be needed for other Airport operational purposes prior to the completion of Improvements in the Relocation Space.

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The Department shall use its best efforts to provide Relocation Space which is a comparable location in terms of size, exposure to Actual Enplaned Passengers, and the ability to generate the same level of Subtenant Gross Receipts as existed in the portion of the Concession Premises to be vacated. If the affected Premises are Concession Premises and the Relocation Space is not acceptable in Tenant's (or its applicable Subtenant's) reasonable good faith business judgment, Tenant may reject the Relocation Space by notifying the Commissioner in writing no later than thirty (30) days after Tenant receives the Commissioner's notice.. If Tenant (or any of its affected Subtenants) reject the Relocation Space, then Tenant shall terminate the Sublease for the affected portion of the Premises on the date for the relocation set forth in the Commissioner's notice. If Tenant (or its applicable Subtenant) rejects the Relocation Space, Tenant shall be issued a credit, equal to the unamortized portion of Tenant's Certified Construction Costs, and if applicable, its Subtenant's, Certified Construction Costs, as determined under Article 8, and as approved by the Commissioner, for the portion of the Premises being vacated, against Rent due and owing to the City from Tenant until the full amount of the credit has been applied against Rent. Such Certified Construction Costs shall not include costs for Tenant's or its Subtenant's Operating Equipment or other personal property or any portion of the Improvements not specifically designed due to unique characteristics for the vacated Premises that can reasonably be moved and used by Tenant or its Subtenant in the Relocation Space or in other locations as determined in Tenant's or its Subtenant's sole but reasonable discretion.

Except when Tenant (or its applicable Subtenant) rejects Relocation Space and is reimbursed by the City for the unamortized portion of Tenant's Certified Construction Costs and if applicable, its Subtenant's Certified Construction Costs pursuant to (ii) above, the City is responsible, at its sole cost and expense, for all costs incurred in the relocation or replication of the Improvements in the portion of the Premises being vacated, including the cost of moving Tenant's or its Subtenants' Operating Equipment, other items of personal property and merchandise, inventory and the cost of constructing replacement Improvements in the Relocation Space comparable to the Improvements in the portion of the Premises being vacated as of the date of relocation, to the extent comparable Improvements do not already exist in the Relocation Space. In the case of a relocation,

Tenant or its Subtenants must promptly vacate the portion of the Premises required to be vacated and as to which this Lease is being terminated on the date specified in the Commissioner's notice and return that portion of the Premises in as good condition as existed as of the date that the City gave Tenant possession of the Premises being vacated normal wear and tear and damage by casualty excepted, unless the Commissioner otherwise agrees in writing. Because the City is replacing Improvements in kind, Tenant is not entitled to any credit for unamortized Improvement Costs for the portion of the Premises being vacated, and the unamortized Improvement Costs for the portion of the Premises being vacated will be deemed to be the unamortized Improvement Costs for the Relocation Space and continue to be amortized on the same schedule as the portion of

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Premises being vacated.

(iv) In the event the Relocation Space is rejected by Tenant or its applicable Subtenant and the Lease is terminated as to the affected portion of the Concession Premises pursuant to (ii) above, then the Minimum Annual Guarantee as of such date will be automatically and equitably adjusted retroactive to the date in which the Concession Premises was required to be vacated in accordance with the following formula: the then current Minimum Annual Guarantee shall be http://shall be multiplied by a fraction, the numerator of which is the total Gross Receipts generated from the remaining portion of the Concession Premises during the twelve (12) month period immediately following the surrender of the affected portion of Concession Premises and the denominator of which is the total Gross Receipts generated from the Concession Premises during the twelve (12) month period immediately prior to the surrender of the affected portion of the Concession Premises. Any overpayments of the Minimum Annual Guarantee made by Tenant until such determination of the equitable adjustment shall be made shall be credited against Rent due and owing to the City from Tenant until the full amount of the credit has been applied against Rent.

2.4 Permitted Uses. The Premises shall be used only for the purposes of redeveloping, marketing, managing, and subleasing the Premises for the operation of Concession Program in the Terminal which shall include, but not be limited to, the following types of concessions: specialty retail, food & beverage, newsstand, news & gifts, duty free and miscellaneous services ("Permitted Uses") in accordance with the provisions specified herein, and for no other purpose whatsoever.

2.5 Prohibited Uses. Tenant shall not use the Premises for any use not specifically granted herein without the prior written approval of the Commissioner, which approval may be granted or withheld by the Commissioner, in its sole and absolute discretion. Prohibited uses expressly agreed to include the following: (a) foreign currency exchange services; (b) banking and other financial services; (c) automated teller machines; (d) display of revenue generating advertising by Tenant or its Subtenants in a manner inconsistent with the City's advertising program then in effect; (e) luggage cart services; (f) luggage services; (g) public telephone and communication or coin-operated telephone services; (h) WI-FI internet services/access; (i) parking; (j) ground transportation services; (k) catering (both in-flight and for airline clubs); (l) in-flight duty-free retailing; and (m) coin operated vending machines (collectively, the "Prohibited Uses"). With respect to advertising, the foregoing shall not prohibit Tenant from marketing and promoting the Concession Program within the Terminal (including, but not limited to concession directories, maps and brochures) as well as the Subtenants advertising within the Subtenant Premises. '

2.6 Appurtenant Rights. Tenant, its Subtenants and their respective employees, agents and contractors shall have the right as appurtenant to the Premises, subject, however, to Tenant's compliance with the terms and conditions of this Lease, including, without limitation, Tenant's maintenance and repair obligations set forth in Section 8.3, Tenant's

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insurance and indemnification obligations set forth in Article 11, the limitations on Tenant's use set forth in Article 6, and Tenant's compliance with all applicable nondiscriminatory rules and regulations established from time to time by the City including those set forth herein, to the non-exclusive use, in common with others, of

the Common Areas (those which are not a part of the Premises), subject to the exclusive control and management thereof at all times by the City, for the purposes of moving to and from the Premises to engage in the uses of the Premises permitted in this Lease, provided that the City reserves the right to make any changes which it deems appropriate to said Common Areas, including without limitation, relocation or elimination of all or any part of said Common Areas in the City's sole discretion, to assure public safety and convenience or to assure efficient operation of the Terminal and/or the Airport. The City shall use reasonable efforts so as to not prevent access and/or substantially impair access to the Premises in connection with any such changes to the Common Areas.

2.7 Rights Regarding Personal Property in the Premises. Tenant and its Subtenants shall retain title and ownership to all of Tenant's and its Subtenants' personal property in the Premises except in the event of deemed abandonment. The City owns all other property at the Premises, including the Shell and Core and Improvements and all base building utility facilities and associated infrastructure but Tenant and its Subtenants shall have a leasehold interest in all Improvements so constructed by Tenant and its Subtenants during the Term of this Lease.

ARTICLE 3

SUBLEASING TO SUBTENANTS

3.1. Nature of Subtenants. It is the intention of the parties hereto that Tenant shall enter into Subleases with approved Subtenants in accordance with the terms of this Lease. Subtenants shall be capable of running a first-class operation and servicing international customers, and shall include a mix of nationally and regionally recognized and local entities.

3.2 Selection of Initial Operators. The City hereby consents to Tenant's proposed list of the Subtenants set forth in Exhibit B as the "Initial Operators" of those Concession Program operations listed therein, identified as to type and location. Any replacement of a Subtenant or change in the character of a Subtenant's business is subject to the prior approval of the Commissioner, such approval to be determined on a commercially reasonable basis. The City also consents to the existing operators and any Initial Operators who may operate concessions in the Transition Premises during the Redevelopment.

3.3 Selection of Other Subtenants. With the exception of the Initial Operators and existing operators, all Subtenants shall be selected by Tenant from a list of qualified Subtenants developed by Tenant from time to time. Selection of such qualified Subtenants shall be based on a merit-based qualification system involving a fair competitive evaluation process managed by Tenant (such process shall not be required to be a public request for proposal process) or pursuant to terms otherwise approved in the Commissioner's sole

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but reasonable discretion. It is understood and agreed that names of prospective Subtenants may be added to or deleted from- said list from time to time and that the inclusion of any given party on said list shall not provide any assurance that said party will in fact be selected as a Subtenant. The Commissioner's consent to any given Subtenants shall not exempt said Subtenants from the foregoing qualification process with respect to any additional space other than the space then subleased to said Subtenants (other than expansion space added pursuant to an expansion option contained in said Subtenant's Sublease), or with respect to any extension or renewal of the term of said Subtenant's Sublease beyond the initial term, of said Subtenant's original term and any renewal periods contained therein. The selection process, the proposed type of business and all Subtenants are subject to prior written approval by the Commissioner, which approval shall not be unreasonably withheld, conditioned or delayed taking into consideration both the goals of the City and the goals of Tenant, and the purpose of this Lease. Tenant shall obtain and provide copies of any required Economic Disclosure Statements from prospective Subtenants as part of the Commissioner's approval process.

Standard Sublease Agreement.

(a) Tenant shall prepare a standard sublease agreement ("Sublease") in accordance with the terms and conditions of this Lease. The Sublease shall not prejudice or conflict with any of the City's rights under this Lease, or applicable laws, rules or regulations. To the extent that Tenant is required under this Lease to cause

any Concession Program operations to be operated in a certain manner or wherever, in order to give effect to Tenant's obligations hereunder, it shall be necessary or desirable to impose corresponding obligations directly upon the Subtenants, said obligations shall be incorporated in the Sublease as may be determined from time to time in the sole discretion of Tenant.

(b) The Sublease shall provide that each Sublease is and shall be subject and subordinate to this Lease and in the event of any conflicts between the terms and provisions of any Sublease and this Lease, this Lease shall be controlling. In the event any approved Sublease shall extend (either by virtue of its term or by virtue of holding over with City consent) beyond the expiration or earlier termination of this Lease, Tenant shall assign of its right, title and interest in and to all of the Subleases to the City or such third party designated by the Commissioner as of the effective date of any such expiration or termination of this Lease and the City or such third party designated by the Commissioner may assume such right, title and interest in and to all of such Subleases as of the date thereof pursuant to a mutually satisfactory assignment and assumption agreement between the Parties. Further, if this Lease is terminated due to a default by Tenant under this Lease, prior to expiration of the term of the Subleases (the date of such termination is referred to herein as the "Termination Date"), then Tenant shall be

- required to assign all of the Subleases to the City or any other third party selected by the City, to assume the rights and obligations of Tenant under such Subleases. In such event, the rights and obligations of Tenant under each such Sublease shall be deemed to have been assigned and transferred to the City or such other third party designated by the Commissioner as of such Termination Date and said Subtenant shall be deemed to have

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made full and complete attornment to the City or such other third party for the balance of the term of such Sublease without any action or confirmation from Subtenants and, further, in such event, upon request from the Commissioner, said Subtenants shall enter into a new Sublease with the City or such other third party on the same terms and conditions as the Sublease that has been transferred.

(c) The Sublease shall also provide that, if the City assumes the rights and obligations of Tenant under any Sublease, the City shall have the right at any time, by providing written notice thereof to the Subtenants, to assign its rights, title and interest under such Sublease to a third party selected by the City, and from and after the effective date of such assignment, the City shall no longer have any obligation or liability under the Sublease.

(d) The Sublease shall further provide that, in no event shall the City or such other third party designated by the Commissioner to assume Tenant's rights and obligations under the Sublease Agreement be liable for (i) any prior acts or defaults of Tenant under the Sublease, (ii) completion of any Improvements relating to said Subtenant's Premises, or (iii) return of any security deposits of said Subtenant except to the extent said sums (specified as such with specific reference to the Sublease pursuant to which it was deposited) have been transferred to the City or such other third party.

(e) Tenant agrees that it shall not require any Subtenants to pay the monthly rental or license payments under its Sublease more than two (2) months in advance of its respective due date. The Sublease shall provide for the obligation of the Subtenants to pay the greater of: (A) a minimum annual guarantee fee (each such fee being referred to herein as a "Subtenant's Guarantee Fee"), or (B) a Percentage Rent ("Subtenant Percentage Rent") based on the Gross Receipts of the applicable Subtenant Premises, and shall contain restrictions similar to the restrictions on Transfers set forth in this Lease or as provided for otherwise in an approved Sublease. The Sublease may provide for the pass-through of Operating Costs to Subtenants and Subtenants' contributions to the capital improvements costs to be incurred by Tenant for the Redevelopment (also known as "key money" contributions in the industry), if any, which shall be retained by Tenant and not considered to be Rent hereunder. Those additional charges which Tenant shall be entitled to include in Operating Costs shall include: (i) Marketing Fee. A Marketing Fee in the amount of one-half of one percent (0.5%) of each Subtenant's monthly Gross Receipts (the "Marketing Fee") for the purposes of advertising, publicity, promotional materials, events, directories, customer service training and other activities appropriate for marketing the Concession

Program at the Terminal as determined by Tenant from time to time (the "Marketing Program") shall be collected by Tenant from each Subtenant and shall be retained by Tenant for such use. Tenant shall prepare and submit an annual budget and plan for the Marketing Program which shall be subject to the prior written consent of the City, such consent not to be unreasonably, withheld, conditioned or delayed. Tenant shall have the right to negotiate specific contributions for any Subtenant as long as the amount contributed does not exceed

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one-half of one percent (0.5%) of monthly Gross Receipts.

(ii) CAM Fund. A pro rata share of Common Area maintenance costs and real estate taxes associated with any common areas of the Premises not sublet to Subtenants as well as any centralized charges for services rendered by third party vendors which Tenant may determine to have provided for all Subtenants for items such as storefront cleaning, trash removal, pest control, grease trap cleaning and other miscellaneous services (the "CAM Fund"). To the extent there is a shortfall in the CAM Fund following any annual reconciliations of the each Subtenants share of the total costs and expenses incurred, such shortfall shall be Tenant's sole responsibility. Tenant may require the Subtenants in the food court to perform the cleaning and maintenance thereof in lieu of charging such Subtenants a pro rata share of such costs for the CAM Fund.

(iii) Utilities. Subtenants shall be required to pay for the installation of separate meters or check meters for the Subtenant Premises and for the consumption of all utilities used in connection with the operations of the Subtenant in the Subtenant Premises.

(iv) Impositions. A pro rata share of Impositions that may be levied or assessed from time to time with respect to the Premises, Tenant's or the Subtenants leasehold interests in the Premises and with respect to the conduct of any operations under this Lease.

(v) City Charges. A pro rata share of any other sums charged by the City to Tenant pursuant to this Lease such as costs for security badges and any logistical support or distribution fees, for example.

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Tenant shall negotiate the terms of the respective Subleases in such a manner that the obligations to pay for all pass-through items shall be apportioned on an equitable basis among similarly-situated Subtenants, to the extent that such items are not metered and billed separately to said Subtenants. Tenant shall not charge a separate management fee to the Subtenants separate from the Subtenant rent.

(f) The Sublease shall also grant to the City the direct right to enforce the provisions of the Sublease in the event of an emergency or if the same involves life safety or Airport security issues at the Commissioner's election in the place and stead of Tenant.

(g) The Sublease shall also provide that Tenant and its Subtenants will work cooperatively in attempting to retain existing concession employees working at the Transition Premises on the Earliest Date of Beneficial Occupancy. This will be accomplished by giving the existing concession employees working at the Transition Premises on the Earliest Date of Beneficial Occupancy preferential interviews for jobs that will be created and/or retained at the New Concession Premises.

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3.5 Documentation of Agreement with Subtenants. All agreements with Subtenants shall be made in the form of the Sublease approved by the Commissioner. Any material modifications to the form of the Sublease negotiated with a particular Subtenant shall be subject to the Commissioner's prior approval, such approval not to be unreasonably withheld, conditioned or delayed, prior to Tenant entering into a such a Sublease with a Subtenant. The Commissioner's approval of all of the proposed terms and conditions of the Sublease, including without limitation, the proposed rent, term, the nature of the proposed Subtenant's business and the compatibility of the proposed use with the other Concession Program operations at the Terminal and with the objective of achieving an appropriate mix of Concession' Program operations, shall be granted, withheld or conditioned by the Commissioner on a commercially reasonable basis. The amortization period applicable to any given Sublease shall be equal to either: (i) the term of the Sublease, or (ii) the useful, life of the asset, whichever period is shorter. Tenant may make immaterial modifications to the Sublease without the approval of

the Commissioner but shall identify in writing all such modifications to the Commissioner when the Sublease is submitted for approval. In order to facilitate, the Commissioner's review process, Tenant shall furnish the Commissioner with drafts of all proposed Subleases, marked to identify all variations, if any, from the standard form of Sublease and the Commissioner shall indicate his or her approval or disapproval to Tenant within thirty (30) days. Should the Commissioner fail to approve or disapprove the Sublease within such thirty (30) day period, then the Sublease shall be deemed approved and Tenant shall be permitted to enter into such Sublease. Tenant shall furnish the Commissioner with a copy of all such executed Subleases, and no such Sublease shall be amended to modify the Subtenant's rent, the permitted use, Subtenant's responsibilities and operating hours, ACDBE participation or any other material provisions of the Sublease without the prior written consent of the Commissioner, determined in his or her sole and absolute discretion. Other proposed non-material amendments shall also be subject to the prior written consent of the Commissioner, such approval not to be unreasonably withheld, conditioned or delayed.

3.6 Defaults Under Subleases. Tenant shall promptly notify the Commissioner of any default by any Subtenant involving the failure of such Subtenant to pay any sums when due under its Sublease or any other material events which, with the passage of time or the giving of notice, or both, would constitute a default on the part of any Subtenant under its Sublease, including but not limited to failure to comply with the ACDBE Special Conditions. Tenant shall provide the Commissioner with copies of all notices of default delivered to any Subtenant promptly following the delivery of any such notice to Subtenant. Tenant shall utilize commercially reasonable and diligent efforts to enforce Subtenant's obligations under said Sublease.

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3.7 Providing Continuous Concession Program Operations.

(a) In the event a Subtenant ceases operating for any reason, Tenant shall use commercially reasonable efforts to provide for interim operation of the affected Concession Premises such that said Concession Premises are re-opened as soon as reasonably possible under the circumstances (taking into consideration the level of Actual Enplaned Passengers in the Terminal at the time of any such cessation), but in any event within sixty (60) days unless Tenant reasonably demonstrates to the Commissioner's satisfaction that the level of Actual Enplaned Passengers does not justify operations, in that location. Tenant may, but shall in no event be obligated to, conduct such concession operations on an interim basis not to exceed six (6) months, during which time Tenant shall act diligently to procure a suitable substitute Subtenant. Alternatively, Tenant is entitled to have a Subtenant who already is operating at the Premises or any other suitable third party to operate such Concession Premises on an interim basis not to exceed one (1) year, during which time Tenant shall act diligently to procure a suitable substitute permanent Subtenant (which may include the Subtenant or other suitable third party conducting the interim operations). All such interim operations of such Concession Premises shall be subject and subordinate to the terms and provisions of this Lease and shall be in writing, the form and content of which is subject to the prior approval of the Commissioner, such approval not to be unreasonably withheld.

(b) In the event a Subtenant's Premises are operated on an interim basis, the permanent replacement Subtenant shall be selected in accordance with this Lease. The occurrence of a default by any Subtenant under its Sublease, or the termination by a Subtenant of its concession operations, shall not release Tenant from any of its responsibilities hereunder, including, without limitation, those regarding compensation to the City and using good faith efforts to maintain ACDBE compliance.

(c) In the event: (a) Tenant fails use commercially reasonable efforts to enforce Subtenants' obligations to continuously provide concession operations pursuant to the Sublease, or (b) the interim agreements described in this paragraph last for a period in excess of one (1) year without the consent of the Commissioner, the parties have agreed that if any portion of the Concession Premises is not being thereafter operated during the term of this Lease in accordance with this Lease, then, Tenant shall pay the City, as liquidated damages, and not as a penalty, the amount of \$300.00 per day. Such liquidated damage payment shall continue from the date concession operations cease until the earlier of (i) the date concession operations resume, or (ii) the date of termination of this Lease. Said liquidated damages shall be paid monthly in arrears and shall be deemed

Additional Rent.

(d) Notwithstanding anything to the contrary, herein contained, in the case of the cessation of concession operations by any Subtenant for any reason during the final three (3) years of the Term, Tenant's failure to procure a suitable permanent Subtenant in accordance with this Section shall not constitute a breach of Tenant's obligations under this Lease provided Tenant shall have made, and shall continue to make, a commercially reasonable and diligent effort to procure a suitable Subtenant in accordance with this

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Lease and shall continue to cause concession operations to be conducted in the Concession Premises in question.

ARTICLE 4 TERM

Term.

(a) Primary Term. This Lease is in full force and effect upon the Effective Date. The term of this Lease ("Term") commences on the Effective Date and expires at 11:59 p.m. on the day that is the 20th anniversary of the Latest Date of Beneficial Occupancy of the New Concession Premises set forth herein as shown on Exhibit A unless this Lease is terminated earlier in accordance with its terms. The Term shall not be extended beyond the expiration or earlier termination of this Lease due to the inclusion of any Additional Concession Premises which may be added from time to time during the Term. Once the Latest Date of Beneficial Occupancy is determined, the City and Tenant shall enter into a letter agreement confirming the Latest Date of Beneficial Occupancy and the expiration date of this Lease.

(b) Option to Extend. Upon mutual agreement of the Commissioner and Tenant, this Lease may be extended for one (1) additional period of five (5) years ("Extended Term"), on the same terms and conditions as set forth in this Lease. Should either Party not be in agreement to so extend the Term, such Party must give notice of its intent no later than twenty-four (24) months prior to the Expiration Date. If this Lease is not so extended and the City has not executed a new management agreement with a new manager before the Expiration Date, Tenant and the City shall negotiate in good faith to have Tenant continue to provide concession management services on a mutually agreeable fee basis until such new manager is in place.

(c) Automatic Extensions. Tenant shall automatically be entitled to the Extended Term as determined in Tenant's sole discretion upon the occurrence of any of the following events.' In such event, Tenant shall provide written notice of exercise of the Extended Term to the Commissioner within a reasonable period of time following the occurrence of any of the such events:

(i) Reduction of New Concession Premises - Should the New Concession Premises be reduced by the Department to be less than 16,000 square feet at any time during the Term;

(ii) Reduction in Actual Enplaned Passengers - Following the MAG Effective Date, if the Actual Enplaned Passengers in a. Lease Year are five percent (5%) less than the Minimum Enplanement Threshold for a period of three (3) consecutive years at any time during the Term; or

(iii) Restriction/Prohibition of Key Duty Free Products - The sale of either tobacco,

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liquor, perfumes and/or cosmetics (the "Key Duty Free Products") on a duty free basis in the United States is materially impacted due to legislative requirements, changes in law, rules or regulations regarding the sale of any category of such Key Duty Free Products on a duty free basis, or to the extent the sale of any category of such Key Duty Free Products on a duty free basis in the Terminal is either prohibited or restricted at any time during the Term for a period in excess of twelve (12) consecutive months.

All of the terms and provisions of this Lease shall be applicable during the Extended Term and unless the context otherwise specifically requires, all references in this Lease to "Term" shall also include the Extended Term.

Termination, (a) Unless earlier terminated in accordance with its terms, this Lease shall terminate on the Expiration Date specified in Section 1.1, without the necessity of notice, and Tenant hereby waives all rights to any notice to terminate, vacate or quit the Premises except as may otherwise be expressly provided for in this

Lease. Tenant hereby waives any and all rights of redemption, granted by or under any present or future Law (as hereinafter defined) in the event it is lawfully evicted or dispossessed for any lawful cause, or in the event the City obtains possession of the Premises in any other lawful manner. Such termination of the Lease, as provided herein, and the removal, restoration and surrender obligations of Tenant shall in no way give rise to any claims for or rights to payment to Tenant by the City, including without limitation, (i) any and all awards in the nature of land damages under applicable Laws, and (ii) any and all rights under the terms of this Lease, and (iii) incidental, consequential Or severance damages on account of Tenant's occupancy and/or abandonment of the Premises; and (iv) any reimbursement to Tenant or its Subtenants for any Improvements.

(b) (b) Notwithstanding anything to the contrary set forth in this Lease, following the tenth (10th) anniversary of the Latest Date of Beneficial Occupancy, the Commissioner shall have a one-time option, to terminate this Lease without cause for any reason, in the Commissioner's sole discretion, upon one hundred eighty (180) days prior written notice to Tenant ("City's Termination Notice"). For the Commissioner to exercise this onetime option to terminate this Lease, the Commissioner must give the City's Termination Notice to Tenant no later than ninety (90) days following the tenth (10th) anniversary of the Latest Date of Beneficial Occupancy. Upon such notice, Tenant shall fulfill its surrender obligations in accordance with the applicable provisions of this Lease. If the City elects to terminate this Lease without cause as provided herein, this Lease shall automatically terminate upon the expiration of one hundred eighty (180) days after the date of the City's Termination Notice ("Effective Termination Date"). Upon the Effective Termination Date, Tenant shall assign to the City, and the City shall assume from Tenant, all of the Subleases then in effect with respect to the concession program in the Terminal. If the City shall not elect to exercise or fail to timely exercise its option to terminate this Lease as provided in this Section 4.2(b) above, then this Lease shall remain in full force and effect in accordance with its terms and the City shall not have any further right of termination pursuant to this Section 4.2.

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In the event of any such early termination by the City under this Section 4.2(b), the City shall pay to Tenant, a Lease Termination Payment (which shall be defined herein to include Tenant's Unamortized Investment and Demobilization Fee as such terms are defined below) as follows: (i) a sum equal to the unamortized balance of the Tenant Certified Construction Costs in the amount previously approved by the City in accordance with Section 8.5, depreciated using the straight-line method over the Term, commencing on either the Latest Date of Beneficial Occupancy in the case of Tenant's initial Base Building Improvements which are completed on or before the Latest Date of Beneficial Occupancy or commencing on the date first placed into service in the case of any refurbishments made to Tenant's Base Building Improvements subsequent to the Latest Date of Beneficial Occupancy (collectively, "Tenant's Unamortized Investment"); and (ii) a sum equal to one hundred ten percent (110%) of the rents payable by Subtenants to Tenant under the Subleases during the tenth (10th) year following the Latest Date of Beneficial Occupancy less amount of Premises Rent required to be paid by Tenant to the City as Rent hereunder for such tenth (10th) following the Latest Date of Beneficial Occupancy ("Demobilization Fee"). The City shall remit the Lease Termination Payment to Tenant on or before the Effective Termination Date. Following the receipt of the Early Termination Payment by the City to Tenant and the assignment and assumption of the Subleases as contemplated by this Section 4.5, the City and Tenant shall thereafter be released from any and all obligations under this Lease except for any the Parties' respective obligations which shall have accrued or which shall be arising out of events occurring prior to the Effective Termination Date or which are expressly stated to survive the expiration or earlier termination of this Lease. Holding Over.

(a) Without Commissioner Objection. Except as provided in (b), any holding over following expiration or termination shall constitute a tenancy from month-to-month on the same terms and conditions as this Lease, including payment of the Rent attributable to the portion of the Premises Tenant and its Subtenants continue to occupy. Tenant and its Subtenants must surrender and vacate any portion of the Premises no later than thirty (30) days following written notice from the Commissioner that the month-to-month tenancy is being terminated.

(b) Despite Commissioner Objection. If the Commissioner notifies Tenant in writing that holding over is not allowed, or if the Commissioner notifies Tenant that any holdover month-to-month tenancy is being terminated as to any portion of the Premises, and Tenant continues to hold over after receipt of such written notice, Tenant must thereafter pay Rent at one hundred fifty percent (150%) the annual rate of the Rent payable, on a per diem basis, during that portion of the last calendar year falling within the Term of this Lease.

(c) No occupancy of the Premises by Tenant after the expiration or earlier termination of this Lease (in its entirety or as to the portion of the Premises in question) extends the Term of this Lease with respect to the portion of the Premises, except as a holdover tenancy. Tenant and its Subtenants shall be required to vacate and surrender any portion

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of the Premises during the holdover tenancy in accordance with notices from the Commissioner from time to time to accommodate any of the City's replacement tenant's construction and commencement of operations. In the event of any unauthorized and willful occupancy after such expiration or termination, Tenant must indemnify the City against all damages arising out of the retention of occupancy, and all insurance policies and letters of credit required to be obtained and maintained by Tenant as set forth in this Lease must continue in effect.

4.4 Surrender.

(a) At the termination or expiration of this Lease as to any portion of the Premises, Tenant and its Subtenants shall promptly, peaceably, quietly and in good order quit, deliver up and return the Premises (or that portion as to which the Lease has terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted. Except as provided below, Tenant and its Subtenants must remove all of Tenant's personal property from the Premises or the affected portions of the Premises within three (3) days following the date of termination or expiration of this Lease. All Improvements installed by or for Tenant and each of its Subtenants shall remain in the Premises and shall in no event shall be required to be removed by Tenant or its Subtenants. Tenant shall or shall cause its Subtenants to repair any damage to the Concession Premises caused by Tenant's or its Subtenant's removal of personal property, trade fixtures and other items which Tenant or its Subtenants are permitted to remove. All the removal and repair required of Tenant under this Section are at Tenant's sole or its Subtenant's cost and expense.

(b) If Tenant or its Subtenants fail to perform any of their obligations, then the Commissioner may cause the obligations to be performed and Tenant shall pay the cost of the performance, together with interest thereon at the Default Rate from and after the date the costs were incurred until receipt of full payment therefor. Tenant shall be permitted to pass through any such costs and expenses to applicable Subtenants as the case may be. Any property of Tenant not or its Subtenants removed by Tenant or its

•\\ Subtenant's in accordance herewith is deemed abandoned and the Commissioner may dispose of it as she sees fit, without any liability to Tenant or any other person.

(c) Any Improvements remaining in the Premises shall become property of the City, except that all of Tenant's or its Subtenant's trade dress, service marks, trademarks and trade names must be removed, obliterated or painted out in a commercially reasonable manner at Tenant's or its Subtenant's cost, within three (3) days following the expiration or termination of the Term.

4.5 Intentionally omitted.

4.6 Termination Due to Change in Airport Operations. This Lease is subject to termination by either party on sixty (60) days written notice in the event of any action by the Federal Aviation Administration ("FAA"), the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains

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the use of the Airport, the Terminal or a portion thereof for commercial aviation purposes that renders performance under this Lease by either Party impossible, and which governmental action or court order remains

in force and is not stayed by way of appeal or otherwise, for a period of at least ninety (90) days, so long as the action or order is not the direct and specific result of any Event of Default of Tenant.

ARTICLE 5

RENT, REPORTS AND AUDITS

1 Rent

(a) Rent. In consideration of Tenant's use of the Premises and the right to develop sublease, market and manage the Concession Program in the Terminal and the associated rights and privileges granted in this Lease, Tenant shall pay to City as Rent for each Lease Year the following:

(i) During the period commencing on the Earliest Date of Beneficial Occupancy through and including the MAG Effective Date, the Rent shall be equal to the Percentage Rent.

(ii) From and after the MAG Effective Date, the Rent shall be equal to the Premises . Rent, as may be adjusted from time to time in accordance with this Lease.

The Minimum Annual Guarantee applicable to the first and last Lease Year shall be prorated if less than a full twelve (12) calendar months.

(b) Notwithstanding the foregoing, following the MAG Effective Date, if the total number of Actual Enplaned Passengers in any single Lease Year is five percent (5%) less than the Minimum Enplanement Threshold for a period of two (2) consecutive Lease Years, the Minimum Annual Guarantee shall be temporarily abated in its entirety until such time as there have been Actual Enplaned Passengers in excess of the Minimum Enplanement Threshold for a period of two (2) consecutive Lease Years. During any period when the Minimum Annual Guarantee is temporarily abated, Tenant shall pay the Percentage Rent and if applicable, the Additional Concession Percentage Rent.

(c) Further and notwithstanding the foregoing, if at any time during the Term, the sale of either tobacco, liquor, perfumes and/or cosmetics (the "Key Duty Free Products") on a duty free basis in the United States is materially impacted due to legislative requirements, changes in law, rules or regulations regarding the sale of any category of such Key Duty Free Products on a duty free basis, or to the extent the sale of any category of such Key Duty Free Products on a duty free basis in the Terminal is either prohibited or restricted at any time during the Term, the Percentage Rent rate of sixteen percent (16%) shall be automatically and equitably adjusted retroactive to the initial date in which the sale of one or more of the categories of such Key Duty Free Products were prohibited or restricted in accordance with the following formula: the

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Percentage Rent rate of sixteen percent (16%) shall be multiplied by a fraction, the numerator of which is total Gross Receipts generated from the duty free locations during the twelve (12) month period immediately following the date when prohibition or restriction went into effect with respect to the sale of any of the categories of the Key Duty Free Products and the denominator of which is total Gross Receipts generated from the duty free locations during the twelve (12) month period immediately preceding the date when prohibition or restriction went into effect with respect to the sale of any of the categories of the Key Duty Free Products. In addition, should the Subtenants operating the duty free locations demonstrate to Tenant's and the City's satisfaction that the restriction or prohibition on the sale of Key Duty Free Products has had a material adverse impact on their profit margins and as a result, has requested rent relief, then the City and Tenant shall negotiate in good faith for a similar equitable adjustment to the then current Minimum Annual Guarantee for both Tenant and the applicable Subtenants.

(d) Additional Rent. The following items shall be considered as Additional Rent hereunder:

(i) - Distribution Fee. During the Term of this Lease, the City shall have the right, but not the obligation, to establish a central receiving and distribution facility for Subtenant concession operations at the Airport. In the event such central facility is established, Tenant shall require Subtenants to pay their proportionate share of the costs of developing, operating and maintaining such facility and the costs of transporting such deliveries from the facility to one or more designated locations within the Terminal (the "Distribution Fee"). To the extent there

is a shortfall in the amount collected by Tenant from the Subtenants to cover such proportionate share following any annual reconciliations of the amount of the Distribution Fee, such shortfall shall be Tenant's sole responsibility to pay to the City. • >

(ii) Impositions. Tenant must timely pay, as and when due, any and all taxes, . assessments, fees, and charges levied, assessed or imposed by a governmental unit . upon this Lease, the Premises, Tenant's leasehold or upon Tenant's personal

property, including but not limited to all permit fees and charges of a similar nature for Tenant's conduct of any business or undertaking in the Premises (collectively, "Impositions"). Tenant must provide Commissioner a copy of all notices relating to leasehold taxes on the Premises within thirty (30) days after receipt and must provide the Commissioner with a receipt indicating payment of leasehold taxes on the Premises when due. Nothing in this Lease precludes Tenant from contesting the amount of an Imposition, including those taxes or charges enacted or promulgated by City; but Tenant must not contest the applicability of an Imposition in connection with the Premises. Failure of Tenant to pay any Imposition when due, except to the extent that Tenant is contesting the amount of the Imposition, will constitute an Event of Default. Tenant shall include this provision in all Subleases.

(iii) Any other amounts expressly identified as Additional Rent in this Lease.

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Tenant shall be entitled to charge a proportionate share of Additional Rent to its Subtenants in an equitable and non-discriminatory manner.

5.2 Time of Payment's.

(a) Commencing on the Earliest Date of Beneficial Occupancy, Tenant shall pay to the City on or before twentieth (20th) day following the expiration the preceding calendar month commencing with the second (2ⁿ) month following the Earliest Date of Beneficial Occupancy:

(i) Percentage Rent for the preceding calendar month; and

(ii) the Additional Rent attributable to the preceding calendar month;

Tenant shall also pay Impositions if and when due following the Earliest Date of Beneficial Occupancy to the appropriate governmental agencies and shall continue to pay Impositions throughout the Term of this Lease.

(b) Commencing on the MAG Effective Date, Tenant shall pay to the City:

(i) the Minimum Annual Guarantee, in equal consecutive monthly installments equal to one-twelfth (1/12th) of the Minimum Annual Guarantee, which shall be due and payable on or before the first (1st) day of each month. The Minimum Annual Guarantee shall be prorated for any partial calendar month;

(ii) the amount, if any, by which the actual Percentage Rent and Additional Concession Percentage Rent (if any) for the preceding calendar month exceeds the monthly-installment of the Minimum Annual Guarantee for such month, which shall be due and payable on or before twenty (20) days following the expiration of the preceding calendar month; and

(iii) the Additional Rent attributable to the preceding calendar month which shall be due and payable on or before twenty (20) days following the expiration of the preceding calendar month.

5.3 No Waiver or Setoff. Payment of Rent other than Impositions by Tenant to the City shall not be considered to be a tax and shall be in addition to and exclusive of all license fees, taxes, or franchise fees which Tenant may now or in the future be obligated to pay to the City. Tenant's obligations to pay Rent hereunder is independent of each and every other covenant and agreement contained in this Lease and Tenant shall pay all Rent without any setoff, abatement, counterclaims or deduction whatsoever except as otherwise expressly provided in this Lease. Tenant's obligation to pay Rent shall be absolute and unconditional. Acceptance by the City of any payment or partial payment of Rent, liquidated damages or other fees or charges shall not constitute a waiver of any right on

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the part of the City. No such payment shall be deemed to be other than a payment on account of the earliest Rent then due, nor shall any endorsement of any check or payment be deemed an accord and satisfaction unless

specifically agreed to in writing by the City, and the City may accept such check or payment without prejudicing in any way its right to recover the balance of such Rent.

5.4 Material Underpayment or Late Payment. Without waiving any other remedies available to the City, if: (i) Tenant underpaid Rent due in any calendar year by more than 5%; or (ii) Tenant failed to make any Rent payments within ten (10) days following notice of such nonpayment from the City, then, in either such event, Tenant shall pay, in addition ■ to the amount due the City as Rent, interest on the amount of underpayment or late payment at the Default Rate. Interest on the amount underpaid accrues from the date on which the original payment was due until paid in full and shall be considered Additional Rent. The provision for the payment of interest does not constitute an authorization by the City of underpayment or late payment.

5.5 Security Deposit

(a) Form of Security Deposit.

(i) Tenant must provide the City no later than the one hundred twenty (120) days following the execution of this Lease with an irrevocable, unconditional sight draft Letter of Credit in favor of the City in the amount equal Five Hundred Thousand Dollars (\$500,000.00). Effective- on the Latest Date of Beneficial Occupancy, this Letter of Credit shall be amended to reflect an amount equal to three (3) months of the first Lease Year's Minimum Annual Guarantee. The Letter of Credit and any replacements or renewals of it must be issues with an expiry date of at least one (1) year after the respective dates of issuance or renewal and must be maintained by Tenant, through and including the date that is ninety (90) days after the expiration of the Term. The Letter of Credit must be in the form set forth in Exhibit G or as otherwise approved by the City's Corporation Counsel.

(ii) In lieu of the Letter of Credit, Tenant may provide cash or a cashier's check in the same amount for immediate deposit in the City's accounts. The Letter of Credit, cash or cashier's check, as applicable, is referred to in this Lease as the "Security." The Security secures the faithful performance by Tenant of all of Tenant's obligations under this Lease. The Commissioner is entitled to draw on any such Letter of Credit unless proof of renewal of the Letter of Credit or a replacement Letter of Credit in form and substance satisfactory to the Corporation Counsel has been furnished to the Corporation Counsel at least thirty (30) days before its expiration date. The City will hold the proceeds as a cash Security to secure the full and faithful performance of Tenant's obligations under this Lease. The Commissioner is not obligated to pay or credit Tenant with interest on any Security.

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

(iv) The Letter of Credit must provide that the Commissioner may draw upon the Letter of Credit in whole or in part upon the delivery by the Commissioner to the issuer of the Letter of Credit of a demand for payment, purportedly signed by the Commissioner, together with a written statement that the Commissioner is entitled to draw upon the Letter of Credit under the terms of this Lease. If amounts are drawn upon the Letter of Credit or amounts of a cash Security are applied by the Commissioner in accordance .with the terms of this Lease, Tenant must reinstate the Letter of Credit or cash Security to its full amount required in this Lease within ten (10) days following receipt of written notification by the Commissioner of the City's draw upon the Letter of Credit or use of the cash Security. The rights reserved to the Commissioner or the City under the Letter of Credit or any cash Security are in addition to any rights they may have under this Lease or under law.

(b) , Qualified Issuers. The Letter of Credit called for in this Lease must be issued by companies or financial institutions having a rating of "A" or better as determined by Standard and Poor's or by Moody's Investors Service, Inc., or a net worth of at least \$500,000,000.00 unless otherwise approved in writing by the Commissioner. If any draw requires personal appearance by a City representative, such shall occur at a location in Chicago or, if the issuer does not have an office in Chicago, the City shall be entitled to draw on the Letter of Credit for any travel expenses incurred by the City.

(c) Right to Require Replacement of Letter of Credit. If the financial condition of the institution issuing the Letter of Credit materially and adversely changes, the Commissioner may, at any time, require that the Letter of Credit be replaced with a Letter of Credit from another institution and in accordance with the requirements set forth in this Section.

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

(e) Non-Waiver. Notwithstanding anything to the contrary contained in this Lease, the failure of the Commissioner to draw upon the Letter of Credit required under this Lease or to require Tenant to replace the Letter of Credit at any time or times when the Commissioner has the right to do so under this Lease does not waive or modify the Commissioner's rights to draw upon the Letter of Credit and to require Tenant to maintain or, as the case may be, replace the Letter of Credit, all as provided in this Article 5.

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Reports.

(a) Monthly. Tenant must furnish to the Commissioner on or before the twentieth (20th) day of each calendar month falling wholly or in part within the Term of this Lease a complete statement, certified by a authorized representative of Tenant, showing in all reasonable detail, the amount of Gross Receipts derived from each Subtenant's Concession Premises and by category of concession during the preceding month and the Minimum Annual Guarantee, Percentage Rent and Additional Concession Percentage Rent due from Tenant for the preceding calendar month (the "Monthly Certified Statement").

(b) Annually.

(i) Tenant also must furnish to Commissioner no later than one hundred twenty (120) days following the end of each Lease Year and within one hundred twenty (120) days after the expiration or termination of this Lease, a complete statement of the amount of Premises Rent payable by Tenant for such Lease Year

. certified by an independent certified public accountant engaged by Tenant, showing in all reasonable detail the amount of the Minimum Annual Guarantee, Percentage Rent and Additional Concession Percentage Rent due from Tenant for the preceding, Lease Year (the "Annual Certified Statement"). The Commissioner may, from time to time, reasonably require upon not less than thirty (30) days prior written notice to Tenant, copies of all Subtenant returns and other information filed with respect to Illinois sales and use taxes as well as such copies of the respective annual certified statements received from Subtenants, and other reasonable financial and statistical reports as requested.

(ii) Tenant's Annual Certified Statement must include a breakdown of Subtenant Gross Receipts generated by the Concession Program for each Subtenant by location. Tenant's Annual Certified Statement shall include a standard non-qualified opinion of an independent certified public accountant as to the accuracy of the Annual Certified Statement.

(iii) Tenant shall require each Subtenant's annual certified statement to be opined by an independent certified public accountant which shall include the following language, or language of similar purport:

"We, a firm of independent certified public accountants, have examined the accompanying financial statement of

[Subtenant] for the year ended _relating to

its operations at the Terminal pursuant to a Sublease dated

, 20. Our examination was made

in accordance with .- generally accepted accounting principles and, accordingly and, includes such tests of the accounting records and such other procedures as we

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considered necessary in the circumstances.

In our opinion, the accompanying financial statement presents accurately the amount of [Subtenant] Gross ^ Receipts and the total Rentals due as defined in the Sublease for the year ended__."

(c) All such reports and statements described in this Article 5 shall be prepared on a form approved by the Commissioner, such approval not to be unreasonably withheld. If Tenant fails to timely furnish to the Commissioner any Monthly Certified Statement or Annual Certified Statement required under this Lease or if the independent certified public accountant's opinion is qualified or conditioned in any material manner, the Commissioner has the right (but is not obligated) without notice, to conduct an audit of Tenant's and, as needed, Subtenants' books and records and to prepare the statements at Tenant's sole cost and expense. Tenant must also provide the Commissioner with such other reasonable financial or statistical reports and information concerning the Concession Program or any part thereof, in the form as may be reasonably required from time to time by the Commissioner.

Adjustments Based Upon Annual Certified Statements. In the event that the Annual Certified Statement required under Article 5 indicates an underpayment for any Lease Year or portion thereof of the Term, Tenant shall pay the difference between the amounts paid under Article 5 and the amount due based on the Annual Certified Statement and if such underpayment is in excess of two percent (2%), Tenant shall also pay interest thereon at the Default Rate from the date or dates when such amounts were originally due. Such payment shall be made no later than fifteen (15) days from the time that the Annual Certified Statement is due. In the event that the Annual Certified Statement indicates an overpayment for any Lease Year or portion thereof during the Term, the City, upon approval of such Annual Certified Statement, shall reimburse Tenant, for the difference between the amounts paid by Tenant under Article 5 and the amount due based upon the Annual Certified Statement or as a credit against future payments of Rent hereunder until fully applied. In the event that this Lease is terminated in accordance with the terms hereof, such reimbursement shall be made as a lump sum payment within ninety (90) days after the expiration or earlier termination of this Lease.

Books. Records and Audits.

(a) Except as provided below, Tenant shall cause its Subtenants to prepare and maintain at their respective principal business offices located in the United States and to make the same available for inspection in Chicago full, complete and proper books, records and accounts in accordance with generally accepted accounting procedures relating to and setting forth the Gross Receipts, both for cash and on credit, and must require and cause its operations personnel to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by the Subtenants. The books and source documents to be kept by the Subtenants shall include true copies of all federal, state and local tax returns and reports, daily receipts from all sales and other pertinent

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original sales records and records of any other transactions conducted in or from the Concession Premises by anyone conducting business in or from the Concession Premises. Pertinent original sales records for Subtenants are to include: (i) cash register tapes, including tapes from temporary registers; (ii) sequentially numbered transactions; (iii) original records indicating that merchandise returned by customers was purchased at each Subtenant Premises by the customers; (v) detailed original records of any exclusions or deductions from Gross Receipts; (vi) sales tax records; and (viii), such other sales records, if any, that would normally be examined by an independent accountant under accepted auditing standards in performing an audit of the Gross Receipts. Tenant- or its Subtenants (as the case may be) must maintain any such books, records, and source documents in a secure location for a period of five (5) years following the expiration of each Lease Year during this Lease and for the same period following the final Lease Year.

(b) Tenant shall cause each, of its Subtenants to record at the time of each sale or other transaction, in the presence of the customer, all receipts from the sale or other transaction, whether for cash, credit or otherwise, in a POS System having a cumulative total that must be sealed in a manner approved by the Commissioner and that must possess such other features as reasonably required by the Commissioner. The books, records and accounts, including any sales tax reports that Tenant and its Subtenants may be required to furnish to any

government or governmental agency, must at all reasonable times be open to the inspection (including the making of copies or extracts) of the Commissioner, the Commissioner's auditor or other authorized representative or agent at Tenant's or the applicable Subtenant's principal business office located, in the United States (with copies thereof to be made available for inspection within the City of Chicago, if so requested by the Commissioner) for a period of at least three (3) years after the expiration of each calendar year falling wholly or in part within the Term. All of the costs and expenses incurred in any such examination or inspection by the City shall be at the City's sole cost and expense except as otherwise provided in this Lease. Tenant shall conduct audits of the books and records of its Subtenants from time to time as Tenant deems necessary or desirable and shall conduct such an audit of each Subtenant at least once every three (3) Lease Years. Notwithstanding the foregoing, Tenant shall not be required to audit the books and records of any Subtenant more often than once per Lease Year and not more often than two (2) times over a period of three (3) Lease Years.

(c) . The acceptance by the Commissioner of payments of any Premises Rent is without prejudice to the Commissioner's right to conduct an examination of the Tenant's books and records related to Rent and/or its Subtenant's books and records relating to Gross Receipts at the Concession Premises, in order to verify the amount of Rent due hereunder and to verify the amount of Gross Receipts made in and from the Concession Premises.

(d) . After providing . Tenant at least three (3) days prior written notice, the Commissioner may inspect the books and records of any Subtenant but shall provide five (5) days prior written notice in the case of inspection of Tenant's books and records. Further, at its option, th& Commissioner may at any reasonable time, upon no less than

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ten (10) days prior written notice to Tenant cause a complete audit to be made of Tenant's entire records relating to the Concession Premises for the period covered by any , statement issued by Tenant as above set forth. If the audit discloses that Tenant's statement of Rent is understated to the extent of:

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(i) Three percent (3%) or more, Tenant must promptly pay the City the cost of the j audit in addition to the deficiency (and any interest on the deficiency at the

Default Rate), which deficiency is payable in any event; and if

(ii) Five percent (5%) or more due to Tenant's fraudulent or willful misconduct, an Event of Default is considered to have occurred, and the City shall have in addition to all other remedies available under this Lease, at law, or in equity, the Commissioner has the right to terminate this Lease immediately upon giving notice to Tenant, without any opportunity for Tenant to cure.

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

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

ARTICLE 6 TRANSFERS OTHER THAN SUBLEASES

6.1 City.

The City expressly reserves the right to sell, assign or otherwise transfer all or any part of its interest under this Lease, at any time and to any third party. Upon the effective date of such a sale, assignment or transfer, the City is forever relieved, from and after such date of any and all obligations arising under or out of this Lease, to the extent such obligations are assumed by the buyer, assignee or transferee.

6.2 Tenant.

(a) Transfers. Except as expressly provided elsewhere in this Lease, neither this Lease nor any interest of Tenant in this Lease or the leasehold created hereby shall be directly or indirectly sublet, sold, assigned, transferred, mortgaged, pledged or otherwise disposed of or encumbered (each considered a "Transfer") without the express written consent of the City. A change in ownership or control of Tenant, either directly or indirectly, shall be deemed a Transfer.

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(b) City Consent. Whenever City consent is required, a Transfer of all of Tenant's interest in this Lease or the leasehold created hereby shall require consent of the City Council of the City of Chicago, which may be withheld in the sole discretion of the City Council, and a Transfer of less than all of Tenant's interest shall require consent of the Commissioner. In determining whether or not to consent to a Transfer, City will take into account, without limitation, the promotion of a competitive environment at the Airport in light of the then-existing circumstances, the proposed use of the Premises by any transferee, the balanced utilization of the Airport facilities, operational considerations relating to the characteristics of the proposed transferee, the financial condition of the proposed transferee and the impact on City's ability to exercise control over the Airport. Consent by City to any type of Transfer shall not in any way be construed to relieve Tenant from obtaining further authorization from City for any subsequent Transfer of any nature whatsoever.

(c) Transfers not requiring City Consent..

(i) Transfers to Affiliates. Tenant may effect a Transfer to an Affiliate of Tenant without City consent with sixty (60) days' prior notice to the City, provided that: (i) the proposed transferee Affiliate is in compliance with all of the legal requirements of this Lease, (ii) the proposed transferee Affiliate is sufficiently financially responsible, experienced and capable to perform Tenant's obligations under this Lease, (iii) the proposed transferee Affiliate assumes all of Tenant's obligations under this Agreement, (iv) in the Commissioner's reasonable opinion, the Transfer will not have a material adverse effect upon the Airport or operation of the Terminal, (v) no Event of Default then exists and (vi) the transferee Affiliate executes the City's EDS form and certifies therein compliance with all laws and ordinances referenced.

(ii) Transfers Due to Trading on a National or International Exchange. Transfers that are changes in ownership of Tenant due to trading in or issuance of a parent company's stock or other forms of ownership interests on a national or international exchange shall not be subject to City consent; however, Tenant shall promptly notify the City of any such change in ownership which would require disclosure of a new owner or disclosure of other changes in percentage ownership on the then-current version of the City's EDS form, and Tenant shall submit revised EDS form(s) accordingly. As used in this provision, "national or international exchange" means the New York Stock Exchange, the American Stock Exchange, or their foreign equivalent.

(d) Tenant to Remain Primarily Liable. Notwithstanding any Transfer, with or without City consent, Tenant, shall remain fully liable for the payment of all of its fees and fully responsible for the performance of all of its other obligations hereunder, except where the City Council consents to the Transfer and expressly relieves Tenant of such liability and responsibility.

(e) Requests for City Consent. Any and all requests by Tenant for City consent to a Transfer shall be made in writing to City. ■ Upon request by City, Tenant shall provide

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copies of the proposed documents of Transfer. Requests for City consent to a Transfer shall completely disclose any and all monetary and non-monetary considerations made or to be made to Tenant for said Transfer and shall include completed EDSs from the proposed transferee. Any or all of the requests by Tenant for consents under this Section must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer if the City Council's consent is required, unless the City determines that more time is required.

(f) City's Right to Collect from Transferee. If any Transfer shall occur, with or without City consent, City may collect fees and other sums to be paid under the Lease from any assignee, sublessee or other transferee of Tenant, and in such event shall apply the net amount collected to the fees and other sums payable by Tenant

hereunder without such action by City releasing Tenant from any of its obligations hereunder. If any Transfer requiring City consent shall occur without City consent, and if City collects fees and other sums from the transferee and applies the net amount collected in the manner described in the preceding sentence, such actions by City shall not be deemed to be a waiver of the consent requirement or constitute acceptance of such transferee.

(g) Transfers Without City Consent Void. Any Transfer requiring City consent made without such City consent shall be void and of no effect. Further, any such Transfer shall constitute an Event of Default subject to all remedies, including termination of this Lease at the City's option, and does not relieve Tenant of any of its obligations under this Lease for the balance of the Term. This Section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Tenant or any Subtenant to City Council or to take any other action as provided in this Lease be deemed or construed to constitute consent to the Tenant's or any Subtenant's request by the Commissioner or by the City Council.

(h) Excess Rent. In the event of a permitted Transfer of all or any portion of the Premises or Transfer of all or any portion of the Term, where the fees or rent payable to Tenant exceed the Rent or pro rata portion of the Rent payable by Tenant to City under this Lease, as the case may be, for the Premises or Term, Tenant must pay the City monthly, as Additional Rent, at the same time as the monthly installments of other Rent under this Lease that are payable in monthly installments, the excess of the fees or rent payable to Tenant pursuant to the Transfer over the Rent payable to the City under this Lease.^J

(i) City Expenses. All reasonable costs and expenses actually incurred by the City in connection with processing its consent to a proposed Transfer shall be payable to the City as Additional Rent.

(j) . Subleases. Although Subleases are not considered Transfers for purposes of this Article, similar restrictive provisions on Transfers will be included in every Sublease so

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that Subtenants may not Transfer their Subleases or their interests in them without Tenant and City consent.

ARTICLE 7

CONCESSION MANAGEMENT AND OPERATIONS

7.1 Concession Plan. Tenant shall develop, market, manage and sublease the Concession Program so as to provide a first-class, high-quality customer service oriented Concession Program in accordance with the Concession Plan. The initial Concession Plan shall be deemed to be the plan for operation of the Terminal's concessions as contained in the Tenant's Proposal. Tenant may propose amendments or modifications to the Concession Plan from time to time, subject to the approval of the City which may be granted or withheld in its sole and absolute discretion. Further, the City shall have the right to direct Tenant to alter or modify the Concession Plan as it deems reasonably necessary or appropriate to meet the demonstrated needs of Actual Enplaned Passengers in the Terminal.

7.2 Tenant's Concession Management Program Responsibilities. In managing and operating the Concession Program, Tenant shall, without limitation, perform the following duties:

- (a) Develop, market, manage, and sublease the Concession Program pursuant to the terms of this Lease;
- (b) Enter into Subleases of the Concession Premises and any Storage Premises, as the case may be, in accordance with the Concession Plan. All Subtenants (other than the Initial Operators and the existing operators as defined in Article 3) shall require the written consent of the City, and their Subleases shall be subject to and subordinate to this Lease. As provided in Article 3, Subleases shall contain similar enforcement clauses (including, without limitation, - default and penalty clauses) to those contained in this Lease, shall be consistent with this Lease and shall be otherwise substantially similar to the Sublease form submitted by Tenant and approved by the City pursuant to Section 3.4 hereof;
- (c) Bill and use its best efforts to collect all amounts payable to Tenant by each and every Subtenant pursuant to the terms of the respective Subleases;

- (d) Monitor the sales activity of each and every Subtenant;
- (e) Ensure that the Subtenants operate in a manner comparable to retailers in first-class dining and retail projects in the Chicago metropolitan area and so as to not interfere with Airport operations or create any hazardous situation;
- (f) Conduct audits of Subtenant compliance with the Service and Performance Operating Standards as provided below;

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- (g) Continuously manage the Concession Plan and Concession Program and cause its Subtenants to continuously operate in accordance with this Lease;
- (h) Monitor and use commercially reasonable and good faith efforts to enforce the compliance by all Subtenants of all ACDBE requirements as set forth in this Lease;
- (i) Use good faith efforts to assist the City's Construction Manager to monitor and report Tenant's and Subtenants' compliance with their respective MBE/WBE Participation Plans;
- (j) Maximize the financial return to the City and Tenant and, in addition, provide quality services to the public in accordance with the pricing policies set forth in this Lease;
- (k) Understand and implement those changing trends in the retail, food and beverage, news & gifts and service industries, to the extent permitted to do so under the Subleases;
- (l) Attend meetings at the request of the Commissioner with respect to Tenant's obligations under this Lease and issues related to the Concession Plan and Concession Program. Tenant shall cause members of its Operational Staff as defined below or senior employees or staff (and, if needed, Subtenant representatives) to attend such meetings as may be reasonably requested by the Commissioner;
- (m) Provide the City with such data and information with respect to the Concession Plan and Concession Program as the City may reasonably request from time to time, including sales forecasts; and
- (n) Oversee, manage, and use diligent efforts to enforce all obligations by Subtenants with the provisions of this Lease and the respective Subleases. Tenant shall not unjustly discriminate among Subtenants in the enforcement of their Subleases.

Service to the Public. Tenant acknowledges and agrees that the Concession Program operations are an important service to users of the Terminal and vital for the economic development of the City, and that therefore Tenant and the Subtenants shall conduct themselves in a first-class, businesslike, efficient, courteous and accommodating manner. Tenant shall, and shall cause the Subtenants to, render those public services generally performed by parties providing concession operations at the Airport, including, without limitation, making reasonable change, giving directions, welcoming and assisting international travelers and assisting the public generally. Tenant shall have the authority to manage and administer the Concession Program, subject to the rights of the City specified herein to direct Tenant in order to ensure that the Airport operates in the most effective and efficient way possible, and to supervise the performance of Tenant and the Subtenants as provided in this Lease.

Maximization of Business. Tenant covenants to take all reasonable measures to maintain, develop and facilitate the increase of the business conducted by the Subtenants and, in

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addition, shall provide quality services to the public in accordance with the pricing policies set forth in this Lease. Tenant further covenants that it will not divert or cause or allow to be diverted any business from the Concession Premises. to other locations outside of the Terminal.

7.5 Obligation to Discontinue. Tenant agrees to promptly discontinue or remedy any practice of the Concession Program operations or the sales of any items or the offering of any services which are objectionable to the Commissioner and shall use commercially reasonable efforts cause the Subtenants to do likewise. Live entertainment in the Terminal is prohibited without the advance written approval of the Commissioner.

7.6 Annual Marketing Plan. Tenant shall no later than forty-five (45) days prior to the expiration of each Lease Year of the Term, present an annual marketing plan describing the Tenant's strategy for concession operations

for the subsequent Lease Year ("Annual Marketing Plan") to the Commissioner for review and approval which approval shall not be unreasonably withheld, conditioned or delayed. Such Annual Marketing Plan shall contain a summary on proposed advertising events, sales promotions, public relations, customer service training for Subtenants and results of Subtenant secret shops and Subtenant employee incentive contests and other items.

7.7 Standards of Service. Tenant shall comply with the following standards of service in the management of the Concession Program.

(a) Staffing/Personnel. Tenant shall employ a full-time trained professional staff ("Operating Staff") at all times during the Term of this Lease of sufficient size, expertise, ability, suitability, and experience in retail, customer service and lease management to carry out all of its obligations and responsibilities under this Lease and Tenant shall maintain a sufficient number of Operating Staff on-site at the Premises during the normal business hours of 8:30 am to 5:30 pm local time (but such Operating Staff shall be available at other times as provided below) in accordance with the staffing plan submitted by Tenant (the "Staffing Plan"). Such Staffing Plan, upon approval by the City, shall be modified upon the reasonable request of the City. The Parties hereby agree that the Staffing Plan reflects that Tenant's Operating Staff shall be limited to a General Manager, Assistant General Manager - Marketing and Operations and an administrative assistant unless otherwise mutually agreed to in writing by the Parties. Tenant shall cause its Subtenants to maintain a sufficient number of personnel including, without limitation, cashiers, management and supervisory personnel to fully meet the needs of customers during the Service Hours. Tenant's Operating Staff on the Premises shall be available by telephone and/or such other communication device as the City may require during the Service Hours.

(b) Service Hours. The Airport is open for business every day, three hundred sixty-five (365) days per year and is busy during non-traditional working and shopping hours. Accordingly, "Service Hours" shall include the hours the Concession Program shall be open as directed by the City from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights

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(including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines. To that end, Tenant shall cause its Subtenants to open and operate the Concession Program, during hours directed by the City; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the reasonable opinion of the City, the Concession Program shall be open at times not then scheduled. The City reserves the right to direct Tenant to change or adjust the Service Hours, and Tenant agrees and covenants to cause the Subtenants to open and adequately staff the Concession Program during the hours directed by the City. The City shall give Tenant at least thirty (30) days notice of any permanent adjustment in Service Hours. In addition, in an emergency, as determined by the City, Tenant shall use commercially reasonable efforts to cause the Subtenants operating essential concessions (such as newsstands and food & beverage concessions) to open or keep open the Concession Program or portions thereof upon two (2) hours prior verbal notice. The Service Hours and the need for flexibility as described herein shall be included in all Subleases.

(c) Customer Service. Tenant's and Subtenant's employees shall provide a high level of customer service consistent with a first class concession program. Tenant's and its Subtenant employees shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business. Tenant's and Subtenant's employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct and assist passengers in and around the Terminal and the Airport, including, without limitation, to airlines, Gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals and ground transportation. No employee of Tenant or its Subtenants shall act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of the City. Each Concession Premises shall accept all major credit cards and shall provide change-making services without charge upon request. Tenant shall provide initial and ongoing customer service training to its and its Subtenants employees in order to ensure compliance with the specific Service and Performance Operating Standards and to provide a

high level of customer service, consistent with a first class food and beverage operation in general. All costs and expenses associated therewith shall be paid from the Marketing Fund.

(d) Concession Premises Facilities and Equipment. Tenant shall cause its Subtenants to operate the Concession Premises in a well-organized, safe, professional, clean and attractive manner and condition. All Operating Equipment shall be maintained in good condition and repair.

(e) Customer Complaints. In the event that Tenant or any of its Subtenants receive any written complaint concerning the Concession Program or any concession operations therein, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to the Commissioner and Tenant shall or shall cause its Subtenants to respond to such complaint in writing within three (3) days after

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receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of its response to complaint to the Commissioner upon issuance of said response if from Tenant or upon receipt of said response if from a Subtenant. If the City receives a written complaint regarding the Concession Program or any concession operations therein, the City shall forward a copy of the same to Tenant and Tenant shall respond as set forth herein.

(f) Resident General Manager/Emergency Contact. In order to assure, compliance with the terms, covenants and conditions of this Lease, Tenant shall retain a qualified competent manager suitably experienced and acceptable to the City to provide on-site management of the Concession Program on a full-time basis to manage all of Tenant's obligations and responsibilities under this Lease (the "Resident General Manager"). Tenant shall, notify the City of the identity of its Resident General Manager and of any changes in such identity. Tenant shall assure that the Resident General Manager or his or her designee, acceptable to the City, is available, by telephone and such other communication device as the City may require, on a 24 hour per day, seven (7) days per week basis to respond to the City on day to day issues and in the event of emergencies. Tenant shall notify the City of the name and telephone number of such representative and shall update such information as necessary. If any Resident General Manager, in the City's reasonable judgment, does not perform up to standards consistent with the fulfillment of Tenant's obligation and responsibilities under this Lease, Tenant, in good faith, shall promptly take steps to remedy any such failure in performance.

(g) Continuous Operation. As provided in Article 3, Tenant hereby covenants that it shall continuously sublease, market, and manage any available Concession Premises pursuant to the terms of this Lease and shall from and after the Latest Date of Beneficial

' Occupancy cause its Subtenants to continuously and uninterruptedly occupy and use the Concession Premises for the Concession Program and shall keep the Concession Program open for business during the Service Hours, except as may otherwise be permitted under this Lease or to the extent Tenant or any of its Subtenants may be prevented therefrom by Force Majeure, or occasioned by the City's negligence or willful misconduct. Tenant acknowledges that the Concession Program are essential services at the Terminal and Tenant's failure to cause its Subtenants to provide continuous operation of the Concession Program or any portion thereof will result in damages to the City that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, the City may assess, and if so assessed, Tenant shall pay to the City as liquidated damages and not as a penalty, the amount of Three Hundred Dollars (\$300.00) each day the Concession Program is not continuously operated.

Concession Monitoring.

Performance Standards and Audits. Tenant acknowledges the desire of the City to provide first class, customer service oriented concessions to the traveling public and other customers of the Terminal, consistent with the provisions of this Lease. Tenant shall use commercially reasonable efforts to cause its Subtenants to maintain the Concession

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Premises in a clean, neat, sanitary and. safe condition in accordance with the service and operating standards which have been reviewed and approved by the City and attached hereto as Exhibit M ("Service and

Performance Operating Standards") and in] accordance with the provisions of this Lease. Tenant shall work with, its Subtenants to achieve and maintain compliance with such requirements, including but not limited to, conducting daily walk through inspections and periodic meetings with Subtenants on an as needed basis. In addition, Tenant shall conduct formal performance audits of a selection of the Concession Premises on a quarterly basis and more frequently as needed, without notice to any Subtenant, to ensure that all requirements of this Lease and the Subleases are met. Such audits shall be conducted by Tenant or by consultants hired by Tenant, at no expense to the City, but payments for any third party consultants shall be permitted from the Marketing Fund contributions from the Subtenants. The City reserves the right to participate in such audits, at its discretion and at its own expense, to conduct its own audits in accordance with the provisions hereof; without notice to any Subtenant and to request that Tenant conduct an audit at a time not then scheduled. The City may enter any Concession Premises for the purposes described hereunder, at any time, without notice to Tenant or any Subtenant.

Tenant shall notify each Subtenant of any deficiencies and of any failure to meet a Minimum Performance Standard (as defined in the Service and Operating Performance --Standards) and shall use commercially reasonable efforts to cause the Subtenant to^ correct the deficiency and Tenant shall assess and collect the appropriate liquidated damages. Tenant may, in its reasonable business judgment and in light of the circumstances then present in the Terminal, use such judgment and circumstances in determining whether liquidated damages shall be assessed and collected whenever a Minimum Performance Standard is not met. Such deficiencies and the amount of the liquidated damages imposed shall be reported to the City. If the deficiency is not corrected within the applicable grace period, Tenant may impose and collect the appropriate additional liquidated damages or Tenant may pursue other remedies provided in the Sublease or available at law or in equity. If assessed, liquidated damages imposed for failure to correct a deficiency within the applicable grace period or for failing to meet a Minimum Performance Standard shall accrue on a daily basis until the deficiency is corrected and shall be reported by Tenant to the City. All liquidated damages collected under this Section shall be retained by Tenant to cover its overhead administrative expenses.

If the City determines that a Subtenant has failed to properly correct any deficiency after receiving notice from Tenant, the City shall have the right, but not the obligation, to so notify the Tenant in writing as to the steps to be taken by Tenant and Subtenant and Tenant shall thereafter pursue any and all other appropriate remedies available pursuant to the Sublease, and at law or in equity.

The City expressly reserves the right to establish its own concession monitoring program and Tenant agrees to comply with and to cause its Subtenants to comply with the

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provisions of the City's concession monitoring program following sixty (60) days prior written notice to Tenant by the City.

Street Pricing. Tenant shall provide in the Subleases that Subtenants shall not be permitted to charge prices in excess of one hundred and ten percent (110%) of Street Prices, as hereinafter defined, for all types of merchandise sold and services rendered by Subtenants from the Concession Premises. The Street Price shall be determined as follows:

(a) If a Subtenant conducts business in non-Airport locations, the Street Price is the price charged for the same merchandise or service at the nearest non-Airport location (provided, however, if a Subtenant operates in downtown Chicago, then any such location shall be used for comparison and such pricing shall prevail over other Subtenant prices), excluding short-term promotional and other sale prices. '

(b) If a Subtenant does not operate in non-Airport locations, the Street Price for all and the same merchandise and services (except as provided in subsection

(c) of this Section with respect to food and beverages sold for immediate consumption by restaurant, snack bar or other food and beverage concessions), is the average price charged for such goods and services by three (3) comparable businesses in the metropolitan Chicago area where comparable merchandise or services are sold.

Notwithstanding subsection (c) of this Section, this subsection

- (b) is intended to govern the Street Price of packaged food including, without limitation, candy, gum, pre-packaged snack items and other food and beverages sold for consumption off Premises.
- (c) If a Subtenant does not operate in non-Airport locations, the Street Price for all food and beverage merchandise (including alcoholic beverages) sold for immediate consumption by any restaurant, snack bar, or other food and beverage concession shall be based on menu prices or price lists of three (3) comparable businesses or restaurants operating in the Chicago metropolitan area (as mutually and reasonably agreed to by Tenant and the City, taking into account variations in quality, service, portion size and ambiance at such comparable establishments).
- (d) If the product or service offered is neither sold by the Subtenant in non-Airport locations nor readily available from comparable businesses in the Chicago metropolitan area, and does not fall within any other category described in this Section, the Street Price shall be based on reasonable comparisons mutually agreed to by the Parties.
- (e) If the Subtenant sells duty free merchandise, then the Street Price of such duty free merchandise shall be based on reasonable comparisons with other duty free airport concessions operating in large urban airports located in major cities (top twenty in total population) in the United States.

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From time to time but not less than once per year, Tenant shall conduct a sampling survey of Subtenants' prices to determine a Subtenant's compliance with this Section and the costs of such surveys shall be paid from the Marketing Fund.

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7.10 Other Pricing Policy. The Commissioner may adopt other reasonable pricing policies, with which Tenant and Subtenants shall comply, to restrict overcharging and price gouging by Subtenants due to their dominant market position and any exclusive rights granted, but in no event shall the Commissioner require prices lower than the Street Prices.

Subtenant Sales. Tenant shall monitor the sales activity of each and every Subtenant and shall develop an action plan (with respect to merchandising, management and marketing efforts) for Subtenants who do not meet sales projections and work with Subtenants to improve performance. Tenant shall inform the City of such failures and shall propose corrective action to be taken and the time frame during which such steps shall be taken to "improve Subtenants' sales performance for the City's approval. The City may modify, alter or amend such corrective action plan and may direct Tenant to take other reasonable measures if the Subtenant's performance does not improve within such time frame as permitted under the Sublease, and at law or in equity. The foregoing shall not be applicable if the failure of a Subtenant to meet its sales projections results primarily due to factors beyond the Subtenant's control, such as a decrease in airlines operating from the Terminal or a decrease in the Actual Enplaned Passengers in the Terminal, for example.

7.12 Vendors, Suppliers and Contractors. Except as otherwise provided herein, Tenant and its Subtenants shall have the right to obtain supplies or services from suppliers, vendors or contractors of their own choice for their operations at the Airport, provided that the City reserves the right to license and regulate all persons or companies doing business on the Airport and to prohibit persons from engaging in aeronautical activities, the provision of ground transportation services or any. commercial activities at the Airport except in accordance with this Lease and agreements, concession contracts, permits or operating agreements entered into between the City and said persons.

7.13 Access for Delivery and Removal. Tenant shall not and shall not allow its Subtenants to receive or remove supplies, material, equipment, rubbish or debris through any Common Areas or service areas or otherwise utilize said areas, except at such times and in such

, manner and by such route as may from time to time be designated by the City. In connection with the Redevelopment and the new Concession Program, Tenant shall upon request submit to the City a plan for the removal of rubbish and for the delivery and removal of supplies, material and equipment, subject to approval by the City in its sole and absolute discretion. The City reserves the right to require Tenant and its Subtenants to

participate in the City's recycling program.

7.14 Efficient Use of Space. Tenant acknowledges that a portion of the Concession Premises is to be used by the traveling public. Tenant shall make and shall cause its Subtenants to make available such space to the traveling public on a nondiscriminatory basis and shall coordinate its activities and operations.. with abutting tenants and the City so as to

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maximize efficient use of available space.

7.15 No Waste or Nuisance. Tenant covenants and agrees that it shall not and shall not allow its Subtenants to injure, deface or otherwise harm the Premises or use the Premises in any manner that will constitute waste, and that it shall not cause or permit any unlawful conduct, unreasonable annoyance or nuisance to exist on the Premises, nor permit any activity or omission which constitutes or results in unlawful conduct, unreasonable annoyance or nuisance nor permit the emission of any objectionable noise, vibration or odor nor overload the floor of the Premises, nor permit any use' of the Premises which will invalidate or increase the premiums on any of the City's insurance.

7.16 Signs/Corporate Identification/Promotional Materials. Tenant shall not place or allow its Subtenants to place on the exterior walls of the Premises (including both interior and exterior surfaces of windows and doors) or on any part of the Terminal outside the Premises, any signs, symbols, advertisements or the like visible from outside of the Premises without the prior written consent of the City in accordance with the City approval process, which consent may be withheld in the City's sole and absolute discretion.. Tenant acknowledges that a separate contract for advertising at all of the City's facilities is in effect, and that all signage, including promotional material and activities of Tenant and Subtenants may be restricted by and subject to its provisions.

7.17 Cleaning, Janitorial and Pest Control. Tenant shall or shall cause its Subtenants to provide cleaning, janitorial and pest control services to the Concession Premises. Tenant shall be entitled to retain an independent third party to provide such cleaning, janitorial and pest control services and charge the actual costs incurred, without any administrative mark-up or profit to Tenant, proportionately to all Subtenants as Operating Costs.

7.18 Revenue Control.

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(a) Upon the request of the Commissioner, Tenant shall use commercially reasonable efforts to make available monthly sales data by causing its Subtenants to provide sales and activity data reporting and statistical analysis on a calendar month basis and by providing electronic cash control systems for each Concession Premises ("Point of Sale Data"), reflecting the amount of each sales transaction, items sold per transaction, time and date of the transaction, and specifying the sales category applicable to each item sold.

(b) At such time, if any, as computerized Point, Of Sale Data systems ("POS Systems") have been developed to a point where there is an industry standard and the City installs infrastructure compatible with such industry standard, then Tenant shall upon request use commercially reasonable efforts to require each of its Subtenants, and at the Subtenants' own expense, to install such a POS system in the Subtenant Premises or, if it already uses such a system, must use reasonable efforts to promptly cause the system to conform to the City's POS Systems and permit the City to connect the City's POS System to each Subtenant's POS System using fiber optic cable or otherwise.

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ARTICLE 8

CONSTRUCTION, MAINTENANCE AND REPAIR

8.1 City Improvements. On_, 2011, the City shall deliver the Premises in its AS-IS Condition and the City shall also permit Tenant to take over the responsibility for the overall management of the existing concessions in the Transition Premises including management of existing concession operators with respect to the operation of any concessions which shall continue to operate during

the transition of the Concession Program and prior to the Redevelopment. The City shall not be obligated to make or cause to be made any improvements of any nature to the Premises except as and only to the extent expressly set forth in the Scope of Work. In the event that the City makes or causes any improvements to be made ("City Improvements"), the City shall own and maintain said City Improvements, unless otherwise agreed to in writing.

8.2 City Maintenance and Repair. The City shall repair and maintain in good condition the Common Areas, the exterior and the structural portions of the Premises and the Terminal, including the roofs and any building systems not required to be maintained by Tenant pursuant to this Article 8 as well as the overall Airport property including the Landing Area.

8.3 Tenant and Subtenant Improvements.

(a) General. All Tenant Base Building Improvements and Subtenant Fixed Improvements shall: (i) be constructed in accordance with Plans and Specifications approved in writing by the City; (ii) be constructed by Contractors pursuant to written construction contracts entered into between Tenant or Subtenants and the Contractor named therein; (iii) be constructed and installed in a good and workmanlike manner using only new (or recycled sustainable) materials; (iv) be constructed in compliance with all applicable statutes, ordinances, building codes, codes and rules, regulations, and directives of any local, state or federal entity having jurisdiction and all generally applicable procedures and requirements of the City including the City's TDCPM; (v) be constructed at Tenant's or Subtenant's sole expense and at such times and in such manner as the City may from time to time reasonably designate without unreasonable interference with or disruption of the operations of tenants or other occupants of the Terminal and the Airport; and (vi) become part of the Premises unless the City elects otherwise in accordance with the TDCPM.

(b) Plans and Specifications. Subject to Force Majeure as defined in this Lease or to events beyond Tenant's or any of its Subtenants' reasonable control, Tenant shall use diligent efforts to submit in a timely manner and cause its Subtenants to submit in a

. timely manner complete Plans and Specifications to the City for Tenant's Base Building Improvements and the Subtenant Fixed Improvements, including all storefronts and other designs in accordance with the requirements of the City approval process in a manner to allow for completion of construction of Tenant's Base Building Improvements and the Subtenant Fixed Improvements in accordance with the proposed Completion Dates set

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forth in the Redevelopment plan. All of such Plans and Specifications shall be submitted for approval by the City in accordance with the City approval process prior to the commencement of any construction. The City shall use its best efforts to notify Tenant in writing of its approval, disapproval or comments upon any Plans and Specifications submitted in accordance with the City approval process within thirty (30) days of its receipt. Within one hundred eighty (180) days of the completion of construction of the Tenant's Base Building Improvements or a Subtenant's Fixed Improvements, Tenant with respect to Tenant's Base Building Improvements shall deliver to and shall cause its Subtenants with respect to the Subtenant's Fixed Improvements to deliver to ,the Commissioner final and complete "as-built" Plans and Specifications as outlined in the TDCPM. '

The City's approval of any Tenant or Subtenant Plans and Specifications may be withheld, granted or conditioned upon factors which it determines in its sole discretion has or may have an impact upon the City, the Airport, the Terminal or its efficient or productive operation thereof; including but not limited to, the removal of the proposed improvement, structure, alteration, modification, sign or addition upon termination or expiration of the Tenant's or any Subtenant's occupancy of the Concession Premises, if a Subtenant so desires to remove. The City shall notify Tenant in writing of its approval, disapproval or comments upon any request submitted in accordance with the TDCPM . then in effect

The City's approval of any Plans and Specifications shall not be deemed or be construed to indicate or demonstrate adequacy of the design, construction or safety of the proposed improvement, structure, alteration, modification, sign or addition. Upon completion of the proposed improvement, structure, alteration,

modification, sign or addition, Tenant shall or shall cause its Subtenants to deliver "as-built" drawings to the Commissioner.

Tenant and Subtenant Construction Process.

(a) Tenant shall make and shall cause its Subtenants to make any construction or renovation of any proposed improvement, structure, alteration, modification, sign or addition in conformance with the City's TDCPM. Any request for the City's approval of preliminary engineering, architectural plans or other information, shall be in accordance with the requirements of the TDCPM in effect from time to time during the Term.

(b) Tenant shall or shall cause its Subtenants to, at their own expense, remove from the Premises all trash and debris which may accumulate in connection with Tenant's and Subtenant's construction activities and, should Tenant fail to do so, the City may, in addition to any other right or remedy of the City, remove such trash and debris following one (1) days' notice to Tenant, at Tenant's expense, and the expenses so incurred by the City shall be due and payable by Tenant, as Additional Rent on demand. Tenant expressly acknowledges and agrees that Tenant shall be responsible for obtaining or causing its Subtenants to obtain all necessary permits, approvals and variances and for compliance with all applicable laws and regulations. Tenant shall be entitled to pass through such expenses for any Subtenants who fail to comply with this provision.

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(c) AH contracts for the construction or installation of. Tenant's Base Building Improvements and each Subtenant's Fixed Improvements shall require:

(i) insurance coverage in accordance with Exhibit P and suretyship reasonably satisfactory to the City for the protection of the City, its laborers, suppliers, contractors, subcontractors and the public; and

(ii) that all Contractors comply with all applicable provisions of this

Lease.

(d) Tenant and its Subtenants must comply in its design, construction, use, occupancy and operation of the Premises or any Subtenant Premises, at their own cost, with:

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

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

(iii) the TDCPM and the Airport Concession Program Handbook.

Tenant and its Subtenants must complete or cause to be completed all of Tenant's Base Building Improvements and the Subtenant Fixed Improvements in accordance with all rules, regulations and standards, including the TDCPM, and the approved Construction Documents for any Improvements. If there is a conflict between work requirements stated in this Lease and those set forth in the TDCPM, the terms and provisions of the TDCPM shall control. No construction must take place until the Commissioner has approved the Construction Documents.

Tenant and Subtenants Construction Costs.

(a) Tenant Base Building Improvements. Within one hundred eighty (180) days of the completion of Tenant's Base Building Improvements or following ¹ any refurbishments made by Tenant to Tenant's Base Building Improvements during the Term of this Lease Tenant shall furnish the City with a statement certified by an officer of Tenant subject to audit by the City, detailing the actual costs expended for the construction of Tenant's Base Building Improvements or refurbishments made thereto, as the case may be, along with documentation of such expenditures, invoices and evidence of payment of such invoices and any other documentation the City shall reasonably request. Upon approval by the City, in accordance with the terms of this Lease, the approved amount for Tenant's initial Base Building Improvements and/or any such refurbishments made thereto shall be deemed for all purposes of this Lease as the "Tenant Certified Construction Costs".

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(b) 'Subtenant Fixed Improvements. In connection with the Subtenants' obligations to construct and

install the Subtenant Fixed Improvements and Operating Equipment in the Subtenant Premises, Tenant shall cause the Subtenants to spend, in the aggregate, as to all of the Subtenant Premises, not less than the following amounts per square foot for such Subtenant Fixed Improvements and Operating Equipment hereafter set forth in accordance with the TDCPM and the Construction Documents: (a) In-Line - Three Hundred Fifty Dollars (\$350.00) per square foot, and (b) Kiosks - Two Hundred Dollars (\$200.00) per square foot; provided that for all kiosks, the initial minimum investment shall not be less than Forty Thousand Dollars (\$40,000.00) per unit. Within one hundred eighty (180) days of the completion of each Subtenant's Subtenant Fixed Improvements, Tenant shall cause its Subtenants to furnish Tenant with a statement certified by an officer of each Subtenant subject to audit by Tenant and the City, detailing the actual costs expended for the construction of each Subtenant's Subtenant Fixed Improvements, along with documentation of such expenditures, invoices and evidence of payment of such invoices and any other documentation the City shall reasonably request. Following review and approval of the Subtenant invoices by Tenant, Tenant shall furnish all such information to the City. Upon approval by the City, in accordance with the terms of this Lease, the approved amount shall be deemed for all purposes of this Lease as the "Subtenant Certified Construction Costs".

(c) Only the following items shall be included in the Tenant Certified Construction Costs and Subtenant Certified Construction Costs:

(i) directly contracted construction, installation and fabrication costs with respect to Tenant's Base Building Improvements and the Subtenant Fixed Improvements;

(ii) furniture, fixtures, decorative treatments and Operating Equipment purchased for and used in the Premises; '

(iii) architectural, design, engineering and construction management costs, not to exceed twenty percent (20%) of the total approved cost of the items as defined in (A) and (B) above. The City reserves the right to require Tenant and Subtenants to provide a list of selected architects, interior designers, and construction managers for prior written approval by the City, which approval shall be timely and shall not be unreasonably withheld.

No Mechanics' Liens. Tenant or its Subtenants must not permit any mechanics' lien for labor or materials furnished or alleged to have been furnished to it to attach to any portion of the Premises, any Subtenant Premises, the Terminal or the Airport, Tenant's leasehold interest, and Subtenant's leasehold interest or this Lease in any way relating to any work performed by or at the direction of Tenant or Subtenant. Upon making payments to Contractors, Tenant shall use commercially reasonable efforts to obtain from each Contractor a waiver or mechanics' liens against any portion of the Premises, any Subtenant Premises, the Airport, Tenant's leasehold interest, and Subtenant's leasehold^N interest or this Lease arising out of any work done by the Contractor and each and every

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of the Contractor's materialmen and workmen. If, nonetheless, any such mechanics' lien is filed upon any portion of the Premises, any Subtenant Premises, the Terminal or the Airport, Tenant's leasehold interest, any Subtenant's leasehold interest, or this Lease, Tenant, or its Subtenants, as the case may be, shall indemnify, protect, defend and save harmless the City against any loss, liability or expense whatsoever by reason of it and must promptly and diligently proceed with or defend, at its own expense, the action or proceedings as may be necessary to remove the lien. Tenant must deliver notice to the Commissioner of any such lien or claim within fifteen (15) days after Tenant has knowledge of it. Tenant or, its Subtenants, as the case, may be, may permit the mechanics' to remain undischarged and unsatisfied during the period of the contest and appeal; provided that, if requested by the Commissioner, Tenant or its Subtenant must within thirty (30) days following the Commissioner's request post a bond with the City equal to 100% of the amount of the lien. If the lien is stayed and the stay later expires or if by nonpayment of any lien any portion of the Premises, any Subtenant Premises, the Terminal or the Airport, Tenant's leasehold interest, any Subtenant leasehold interest or this Lease will be, or is claimed to be, subject to loss or forfeiture, then Tenant or its Subtenants must immediately pay and cause to be satisfied and discharged the lien. If Tenant or its Subtenants fails to do so, the Commissioner may, in her sole discretion, draw on the bond and make such payment. If the Commissioner has not requested a bond, then the

Commissioner may, in her sole discretion, make such payment out of legally available Airport funds and, in such event, the amount paid shall immediately be payable by Tenant or its Subtenants as Additional Rent: Failure to post a bond when requested by the Commissioner or pay such Additional Rent shall be an Event of Default.

City Resident Construction Worker Employment Requirement.

(a) Use of Residents. In connection with and during the construction of the Work, Tenant, its Subtenants and their respective Contractors must comply with the provisions of §2-92-330 of the Municipal Code of the City of Chicago ("Municipal Code"), as amended from time to time concerning the minimum percentage of total construction worker hours performed by qualified actual residents of the City. At least 50% of the total construction worker hours worked by persons on the site of the Work must be performed by actual residents of the City. Tenant or its Subtenants may request a reduction or waiver of this minimum percentage level of Chicagoans in accordance with standards and procedures developed by the Chief Procurement Officer of the City. In addition to complying with this percentage, Tenant, its Subtenants and any of their respective Contractors are required to make good faith efforts to utilize qualified actual residents of the City in both unskilled and skilled labor positions. "Actual residents of the City" means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home. Tenant, its Subtenants and each of their respective Contractors (for purposes of this subsection, "Employer") must provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(b) Certified Payroll Reports. In connection with and during the construction of the

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

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

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

(e) Shortfalls; Liquidated Damages. When the Work is completed, in the event that the City has determined that Tenant has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual residents of the City or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1% of the aggregate hard construction costs of the Improvement Costs (the product of .0005 x such aggregate hard construction costs) (as evidenced by approved contract value for the actual contracts) must be surrendered by Tenant to the City as liquidated damages, and not as a penalty, in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will result in the surrender of the entire liquidated damages as if no actual residents of the City were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Tenant, its Subtenants and/or the Contractors to prosecution. The City may draw against the Security

any amounts that appear to be due to the City under this provision pending the City's determination as to the full amount of liquidated damages due on completion of the Work.

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

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(g) Inclusion in Contracts. Tenant and its Subtenants must cause or require the provisions of this Section to be included in all construction Contracts related to the Work.

8.8 Licensing of General Contractor. This Lease is subject to Chapter 4-36 of the Municipal Code which requires all persons acting as a general contractor (as defined in Chapter 4-36) to be licensed as a general contractor by the City. Tenant's failure to ensure that any general contractor working on Tenant's Base Building Improvements complies with Chapter 4-36 of the Municipal Code will be an Event of Default under this Lease. Tenant shall also include a similar provision in the Subleases to reflect that a Subtenant's failure to ensure that any general contractor working on the Subtenant Fixed Improvements complies with Chapter 4-36 of the Municipal Code will be a default by the Subtenants under the Subleases.

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

8.10 Contractor Certifications. Tenant and its Subtenants must require all Contractors performing Work in connection with this Lease to be bound by the following provision and Tenant must cooperate fully and shall cause its Subtenants to cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Contractor certifies and represents that Contractor and any entity or individual that owns or controls, or is controlled or owned by, or is, under common control or ownership with Contractor is not currently indebted to the City and will not at any time during the Term be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Contractor acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to Contractor for services rendered in connection with the Lease and, if the breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against the payments otherwise due to Contractor and/or the termination of Contractor for default (in which case Contractor will be liable for all excess costs and other damages resulting from the termination.)"

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8.11 Project Manager. Tenant shall act as the project manager for the Tenant's Base Building Improvements and the Subtenant Fixed Improvements, including design and construction and any other Subtenant construction and shall coordinate same with the City pursuant to the City approval process. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("Tenant's Project Manager") reasonably acceptable to the City to coordinate construction of the Subtenant Fixed Improvements and Tenant's Base Building Improvements with the City. Tenant acknowledges that during construction of the Improvements, the Terminal will be operating and other tenants, the traveling public and others will be conducting business in and using the Terminal. Tenant acknowledges that it shall be the sole responsibility of Tenant to coordinate all aspects of construction of the Improvements in a diligent and timely

fashion so as to ensure the completion of the Improvements on or before the proposed Completion Dates and the Final Completion Date set forth on the approved Redevelopment plan.

8.12 Periodic Refurbishment Reinvestment. During the Term of this Lease, Tenant shall cause the Subtenants to sufficiently maintain the Concession Premises in a first-class condition normal wear and tear excepted.

Throughout the Term of this Lease but no less frequently than every seven (7) years after the opening of each Concession Premises, Tenant shall cause its Subtenants to refurbish and renovate the Concession Premises so that each Concession Premises shall be maintained a contemporary appearance and in a first-class condition at all times. All such refurbishments, alterations, additions or replacements shall be pursuant to a written plan, subject to the prior approval of the Commissioner. Any such refurbishments, alterations, additions, and replacements must be performed in accordance with the terms hereof. Following approval of the costs and expenses for any such periodic refurbishment reinvestment as provided in this Lease, the approved amounts shall be included in Tenant's Certified Construction Costs or in each applicable Subtenant Certified Construction Costs, as the case may be.

8.13 Ownership of Improvements. Unless otherwise provided herein, Improvements and any alteration or modification thereto installed in the Premises by Tenant or any of its Subtenants shall become part of the Premises, and upon completion of the Improvements title thereto shall vest in the City (subject to Tenant's and its Subtenants' leasehold interest), except with respect to Operating Equipment and any other items of personal property in the Premises from time to time. Upon termination of Tenant's or any of its Subtenant's occupancy of the Premises or the expiration of the Term, Tenant shall or shall cause its Subtenants, upon request of the City, to remove any Operating Equipment and personal property repair any damage to the Premises caused by such removal, reasonable wear and tear and damage by casualty excepted. If Tenant does not promptly remove or cause the removal of such Operating Equipment and personal property upon request of the City, the City may, without any obligation to do so, enter the Premises and remove such Operating Equipment and personal property, hold the same for the owners thereof or may place the same in a public warehouse, all at the expense and risk of Tenant and/or the Subtenants, as the case may be. Tenant shall or shall cause its Subtenants to reimburse the City for any reasonable expense incurred by the City in connection with such removal, repair and storage. Tenant shall indemnify, release and

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hold harmless and shall also cause its Subtenants to indemnify, release and hold harmless the City (and Tenant, in the case of a Subtenant) from any and all damage, costs and expenses related to said removal, repair and storage. In addition, the City shall have the right, but not the obligation, to dispose of such property as waste or sell such stored property in accordance with law. In the event the actual and reasonable expenses of such removal, repair, storage, disposal and sale shall exceed the proceeds of such sale, Tenant shall pay or cause its Subtenants, as the case may be, to pay such excess to the City upon demand.

8.14 Tenant Maintenance and Repair. Tenant shall, at Tenant's sole cost and expense, keep, maintain and repair or shall cause its Subtenants to keep, maintain and repair the Premises and each and every part thereof; including all Improvements, fixtures, facilities, equipment and interior window glass therein (and including any portion of building systems located outside of the Premises but exclusively serving the Premises) in. first class, safe, clean, neat, sanitary and lawful order, condition and repair, excepting only (a) reasonable wear and tear that does not negatively affect the appearance of the Premises and any Improvements thereon, (b) damage caused by fire or other casualty or resulting from the exercise of the power of eminent domain, (c) those repairs expressly required to be made by the City and (d) any condition caused solely by an act, neglect, fault, omission, negligence or willful misconduct of the City, or any agent, contractor or employee of the City. Tenant shall not and Tenant shall not allow its Subtenants to place or construct any Improvements, structures, alterations, modifications, signs, communications equipment, wiring or additions or Operating Equipment in, to, or upon the Premises without the prior written approval of the City, in accordance with the City approval process, which may be withheld in the City's sole and absolute discretion. In the event Tenant fails to obtain the City's prior written approval, the City may, without limiting other remedies available to it, direct in writing that

Tenant or its Subtenants modify, reconstruct or remove any work done without the approval of the City.

8.15¹ Performance of Improvements, Maintenance and Repairs. At no cost to the City, Tenant shall promptly or shall cause its Subtenants to promptly make all repairs, replacements and restorations to the Tenant's Base Building Improvements and Subtenant Fixed Improvements and to the Premises (other than City's maintenance and repair obligations pursuant to this Article 8), whether ordinary or extraordinary, foreseen as well as unforeseen. Tenant shall perform all construction of Tenant's Base Building Improvements, and shall cause its Subtenants to perform all construction of the Subtenant Fixed Improvements, alterations, maintenance or repairs in conformance with all applicable statutes, ordinances, building codes, rules, regulations and directives of any local, state or federal entity having jurisdiction, and in good and workmanlike manner, in accordance in all material respects with the drawings and specifications as may be approved by the City pursuant to the TDCPM Process, as it may be amended from time to time. The Tenant and its Subtenants shall bear any and all costs of compliance with the requirements of this Section.

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8.16 Certain Rights Reserved by the City. In addition to those rights reserved by the City in Article 13 and otherwise contained herein, the City reserves the following rights:

(a) If Tenant or its Subtenants do not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such

- maintenance or repairs, then the City, in addition to any other remedy which may be available to it, may enter the Premises upon reasonable advance notice to Tenant and any applicable Subtenant and perform such maintenance or repair, as the City determines, in its sole and absolute discretion, is required.

(b) Except as expressly provided otherwise in this. Lease, the City has the rights set forth below, each of which the City may exercise with notice to Tenant and without liability to Tenant or its Subtenants for damage or injury to property, persons or business on account of exercising them (unless such damage is determined to be due to the intentional tortuous act or willful misconduct of the City); the City's exercise of any such rights is not deemed to constitute a breach of this Lease or a disturbance of Tenant's or its Subtenant's use or possession of the Premises; the City's exercise does not give rise to any claim, including for set-off or abatement of Rent; the City's exercise also does not relieve Tenant of any obligation to pay all Rent when due. The rights include the rights to:

(i) Install, affix and maintain any and all signs on the exterior and on the interior of the Terminal;

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

(iii) Require Tenant or its Subtenants to furnish the City door keys for the entry doors of the Premises or any portion thereof, where applicable, and to retain them at all times, and to use in appropriate instances, keys, including master keys and passkeys, to all doors within and into the Premises or any portion thereof, but the keys will at all times be kept under adequate and appropriate security by the Commissioner. Tenant and its Subtenants must purchase only from the City additional duplicate keys as required, and must not change any locks, nor affix locks on doors without the prior written consent of the Commissioner.

Notwithstanding the provisions for the City's access to the Premises or any portion thereof Premises, Tenant releases and shall cause its Subtenants to release the City from all responsibility arising out of theft, robbery, pilferage and personal assault unless the same results from the City's negligence or willful misconduct.

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Upon the expiration of the Term of this Lease or Tenant's or its Subtenant's right to possession of the Premises or any portion thereof, Tenant must return and cause its Subtenants to return all keys to the Commissioner and

must disclose to the Commissioner the combination of any safes, cabinets or vaults left in the Premises;

(iv) Approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Premises and the Terminal so as not to exceed the legal load per square foot designated by the structural engineers for the Terminal, and to require all such items and furniture and similar items to be moved into or out of the Terminal and the Premises only at the times and in the manner as the Commissioner directs in writing. Tenant or its Subtenants must not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's or its Subtenant's ordinary use of the Premises without the prior written consent of the Commissioner. Movements of Tenant's or any Subtenant's property into or out of the Terminal or the Premises and within the Terminal is entirely at the risk and responsibility of Tenant or its Subtenants, and (shall be in accordance with the requirements of the TDCMP, the TDCMP Process and the

. Airport Concession Program Handbook;

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

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

(vii) Show the Premises to prospective tenants at reasonable times during the final Lease Year or upon earlier termination of this Lease and, if any portion of the Premises is vacated or abandoned, prepare such portion of the Premises for re-occupancy;

(viii) Erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances to them, in and through the Premises at reasonable locations which do not materially¹ impact Tenant's and its Subtenants use and possession of the Premises or materially interfere with the conduct of business in the Concession Premises;

(ix) Enter the Premises for the purpose of periodic inspection for fire protection, maintenance and compliance with the terms of this Lease and exercise any rights granted to it in this Lease; except in the case of emergency, however, the right must be exercised upon reasonable prior notice to Tenant and with an opportunity for Tenant or its Subtenants to have an employee or agent present;

(x) Grant to any person the right to conduct any business or render any service in or to the Terminal for the types of concessions permitted in the Concession Program

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under Article 6, except as may otherwise be provided in this Lease.

(xi) Promulgate from time to time rules and regulations regarding the operations at the Airport;

(xii) City reserves the right to perform any fire suppression system work and charge the Tenant for the actual and reasonable cost thereof and specify charges as Additional Rent under this Lease or to approve Tenant's proposed contractor, at the City's sole option. Tenant may pass through any such charges to any applicable Subtenants as part of the Operating Costs.

(xiii) Maintain newspaper vending machines at any location in the Airport.

8.17 Visual Rights Act.

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

(b) Tenant represents and warrants, and shall cause each Subtenant to represent and warrant, that such Tenant or its Subtenants will obtain a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, or any other artists. Tenant or its Subtenants, as the case may be, must provide City with copies of any such waivers required by Section 106A and Section 113 of the Copyright Act prior to installation of any Artwork in the Premises or any Subtenant Premises. ,

8.18 Casualty and Restoration.

(a) Insubstantial Damage. If Tenant's Base Building Improvements or Subtenant's Fixed Improvements to any of the Premises are damaged, in whole or in part, by fire or casualty, and there is no Major Damage (as defined below) to the portion of the Terminal served by the damaged Tenant Base Building Improvements or Subtenant's Fixed Improvements, then the Commissioner must repair any damage to the Shell and Core at the City's expense, and Tenant must repair the damage to Tenant's Base Building Improvements as soon as reasonably possible (after completion of the Shell and Core) at

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Tenant's expense and Subtenant must repair the damage to the Subtenant Fixed Improvements as soon as reasonably possible (after completion of the Tenant Base Building Improvements) at Subtenant's expense.

(b) Major Damage. >

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

a. would cost, with respect to the Improvements, in excess of fifty percent (50%) of the replacement cost value of all Improvements; or, if within the last five (5) years of the Term, in excess of twenty-five percent (25%) of such replacement cost; and

b. would cost, with respect to the Shell and Core, in excess of fifty percent (50%) of the replacement cost of the Shell and Core, or would require, in the sole judgment of the Commissioner, more than nine (9) months to complete.

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

(iii) If any portion of the Premises suffers Major Damage, and if after the occurrence of the damage the Lease is not terminated, the Commissioner and the Airport architect will estimate the cost of restoration and the length of time that will be required to repair the damage and will notify Tenant of the estimate. If sufficient insurance proceeds are available to repair the damage and the damage can be repaired and the Improvements restored before the Term expires, then Tenant or its Subtenants, as the case may be, may elect to repair the damage and restore the Improvements. If Tenant determines in its reasonable business judgment not to elect to perform the repair and restoration, then Tenant shall pay to the City all insurance proceeds received as a result if such Major Damage and then this Lease terminates as to the impacted portion of the Premises as of the date of the Major Damage, The City shall have the right to restore and thereafter lease any such locations to other third parties.

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(iv) If this Lease is not terminated in accordance with paragraphs (b)(ii) or (iii) and a casualty has damaged or destroyed any portion of the Shell and Core

. involving the Premises, the City will restore the Shell and Core to the condition existing on when possession was delivered by the City to Tenant, according to the original as-built plans and specifications. Upon completion of the City's Shell and Core restoration work, if any, Tenant and Subtenant shall proceed to rebuild . the Improvements as nearly as possible to the character of Improvements existing immediately before the

occurrence.

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

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

(vi) The Commissioner will use commercially reasonable efforts to provide suitable temporary Relocation Space during the period of restoration subject to the reasonable approval of Tenant or its Subtenants. Tenant or its Subtenants must relocate impacted operations to the temporary Relocation Space, and the costs associated with any such relocation, including moving expenses and the cost of reconstructing the Improvements in the temporary Relocation Space, shall be borne by Tenant and its Subtenants but only to the extent insurance covers any such costs.

(c) Tenant's Option. If the Concession Premises or a portion of it is subject to Major Damage during the final three (3) years of the Term, Tenant has the right, for a period of sixty (60) days beginning on the date of the occurrence, to elect not to restore the affected Improvements as otherwise required under this Lease by giving the Commissioner written notice of the election, in which event this Lease will, as to the portion of the Premises, terminate upon the notice. If Tenant desires to rebuild the affected Premises, it may do so only upon the written approval of the Commissioner. If approved, Tenant will receive the unamortized Improvement Cost of the restoration upon termination or expiration of the Term, with amortization being calculated on a straight-line basis over a period of time equivalent to the original Term.

(d) Insufficient Insurance. In no event will the City, Tenant or any of its Subtenants be obligated to repair, alter, replace, restore, or rebuild any Improvements, or any portion of them, nor to pay any of the costs or expenses for them. If available insurance proceeds are not sufficient to cover the cost of the restoration as required under this Article 8, then this Lease shall terminate with respect to the portion of the Premise so damaged.

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ARTICLE 9

UTILITIES

9.1 Utilities to Premises.

(a) The City shall allow Tenant and its Subtenants access to the various base building utility systems as they exist in the Terminal for those types of utilities which are necessary for the operation of the Concession Program. These include natural gas, water, sewage, telephone and data transmission and electricity. The amount and capacity of the various utilities for each of the New Concession Premises which the City shall provide is as set forth on the utilities matrix attached hereto as Exhibit N.

(b) Tenant or its Subtenants must pay for natural gas, water, sewage, telephone and data transmission and electricity furnished to the Premises, and Subtenants will be required to install separate meters or check meters in the Subtenant Premises to properly measure the consumption of all utilities. All other utilities shall be provided without charge to the Tenant or its Subtenants.

(c) Tenant or its Subtenant must maintain utility lines to the Premises or Subtenant Premises as the case may be as follows:

- (i) where the utility lines, including gas, electrical, telephone and data transmission, hot and cold water, fire sprinkler, gas, and sewer serve the Premises and other areas of the Terminal, Tenant or its Subtenants shall only be obligated to maintain those branch lines and facilities that are exclusively serving the Premises, whether located within or outside the Premises but only up to the connection point to the main lines or facilities; and
- (ii) where the utility lines are solely for the use of the Premises, Tenant or its Subtenants shall be obligated to maintain the utility lines from the Premises up to the main entry point to the Terminal. Alternatively, the City may, at the Commissioner's sole discretion, maintain the lines and charge Tenant the reasonable cost of the maintenance. Tenant or its Subtenants must maintain all electrical cables, conduits, wiring, fire alarm systems, electrical panels and associated equipment exclusively serving the Premises.

(d) Telephone/Telecommunications. The City shall have no obligation to provide telephone or data communication services to the Premises but shall provide Tenants and Subtenants access to such services as they exist within the Terminal.

9.2 Tenant's Acts. Tenant shall not and shall not allow its Subtenants to do or permit to be done anything which may interfere with the effectiveness or accessibility of any drainage

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and sewerage system, water system, ventilation, air-conditioning and heating systems, communications systems, key card access systems, elevators and escalators, electrical system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses and other utility and other systems, if any, installed or located on, under, in or adjacent to the Premises now or in the future.

9.3 No Constructive Eviction. The City shall make diligent efforts to supply Tenant with utility services as specified above; however, if the City makes such diligent efforts but fails to provide said utility services, said failure shall not constitute a constructive eviction, and the City shall not be liable to Tenant in damages, nor shall Tenant be entitled to any reduction in Rent except as otherwise provided herein, or otherwise: (i) if any utility shall become unavailable from any public utility company, public authority or any other Person or entity supplying or distributing such utility, or (ii) for any interruption in any service hereunder (including, without limitation, any heating, ventilation or air-conditioning) caused, by the making of any necessary repairs or improvements, or (iii) by any cause beyond the reasonable control of the City which is not attributable solely to the negligence or willful misconduct of the City. In no event shall the City be liable to Tenant for indirect or consequential damages.

9.4 Energy Conservation. The City shall have the right to institute such policies, programs and measures as may be reasonably necessary or desirable, in the City's discretion, for the conservation and/or preservation of energy or energy related services, or as may be required to comply with any applicable codes, rules and regulations, whether mandatory or voluntary.

ARTICLE 10 * ENVIRONMENTAL

10.1 Environmental Laws. Tenant shall observe, obey and cause its Subtenants, employees, agents, Contractors, and licensees to observe and obey all applicable Environmental Laws.

10.2 Hazardous Substances. Tenant must not use or allow the Premises to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental Laws, except in full compliance with all Environmental Laws. Tenant must not use or allow the Premises to be used for the storage of any such hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Lease, Tenant must surrender the Premises to

the City free from the presence and contamination of any hazardous substances which were placed therein as a result of actions by Tenant or its Subtenants.

10.3 Environmental Representations and Warranties. Tenant hereby represents and warrants to

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the City as follows:

(a) Except as may be permitted by and only in compliance with applicable laws, including, without limitation Environmental Laws, Tenant shall not allow any Hazardous Materials to exist or be stored, located, discharged, possessed, managed, processed, or otherwise handled on the Premises, and shall strictly comply with and cause its Subtenants to strictly comply with all Environmental Laws affecting the, Premises, including, without limitation, those laws regarding the generation, storage, disposal, release and discharge of Hazardous Materials. Without limiting the generality of the foregoing, Tenant has not been, is not, and will not become involved in or allow its Subtenants to become involved in operations at the Premises involving Hazardous Materials, except as expressly permitted by and only in compliance with applicable Environmental Laws. Tenant expressly'-

warrants, represents and covenants that Tenant, its Subtenants, employees, agents, Contractors, and licensees shall strictly comply with the requirements of all Environmental Laws affecting the Premises and shall immediately notify the City of any release or threat of release of Hazardous Materials at, upon, under or within the Premises.

(b) No activity shall be undertaken on the Premises that would cause (i) the Premises to be considered a hazardous waste treatment, storage or disposal facility as defined under any Environmental Laws; (ii) a release or threatened release of Hazardous Materials into any watercourse, surface or subsurface water or wetlands; or (iii) the discharge into the environment of any Hazardous Materials in each case requiring a permit under any Environmental Laws and for which no such permit has been issued.

(c) Tenant shall immediately notify the City in writing of (i) any release or threatened release of Hazardous Materials or the occurrence of any other environmental problem or liability with respect to the Premises which could subject Tenant or the Premises to a claim under any Environmental Laws or to any restriction in ownership, occupancy, transferability or use of the Premises under any Environmental Laws; (ii) any lien filed, action taken or notice given of the nature described in subparagraph (b) above; (iii) any notice given to Tenant from any Subtenant or other occupant of the Premises authorized by the City pursuant to the terms of this Lease or any notice from any governmental authority with respect to any release or threatened release of Hazardous Materials; or (iv) the commencement of any litigation or any information relating to any threat of litigation relating to any alleged unauthorized release of any Hazardous Materials or other environmental contamination, liability or problem caused by Tenant or its Subtenants with respect to or arising out of or in connection with the Premises.

(d) Tenant shall not be responsible or liable in any manner to the City or otherwise for any remediation or removal of any Existing Contamination or for the release or threatened release of any Hazardous Materials (whether located within the Premises or elsewhere) unless such release or threatened release of Hazardous Materials is caused by the action, omission to act, negligence or willful misconduct of Tenant, its Subtenants and their respective agents, employees, Contractors or licensees.

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10.4 Notices. Tenant shall provide the City with copies of any notices of release of Hazardous Materials which are given by or on behalf of Tenant or any Subtenant to any federal, state or local agencies or authorities with respect to the Premises in accordance with Article 18. Such copies shall be sent to the City concurrently with their being mailed or delivered to the governmental agencies or authorities. Tenant also shall provide the City with copies of any notices of responsibility or any other notices received by or on behalf of Tenant or any Subtenant from any such agencies or authorities concerning any noncompliance with Environmental Laws on or about the Premises, including but not limited to notices regarding Hazardous Materials or substances located on or about the Premises. In addition, in connection with any litigation or threat of litigation affecting the Premises, Tenant shall deliver to the City any documentation or records as the City may reasonably request in connection with all such notices, inquiries and communications, and shall give written notice to the City of any subsequent developments.

10.5 No Illegal Dumping. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it has not violated and is not in violation of the following sections of the Municipal Code (collectively, the "Waste Sections"):

7-28-390 Dumping on public way-Violation-Penalty; ¹

7-28-440 Dumping on real estate without permit;

11-4-1410 Disposal in waters prohibited;

11-4-1420 Ballast tank, bilge tank or other discharge;

11-4-1450 Gas manufacturing residue;

11-4-1500 Treatment and disposal of solid or liquid waste;

11-4-1530 Compliance with rules and regulations required;

11-4-1550 Operational requirements;

11-4-1560 Screening requirements; and

any other sections listed in Section 11-4-1600(e), as it may be amended from time to time.

During the period while this Lease is executory, Tenant's violation of the Waste Sections, whether or not relating to the performance of this Lease constitutes a breach of and an Event of Default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner. Such breach and Event of Default entitles the City to all remedies under the Lease, at law or in equity. This Section does not limit the Tenant's duty to comply with all Environmental Laws, in effect now or later, and whether or not they appear in this Lease. Non-compliance with these terms and

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conditions may be used by the City as grounds for the termination of this Lease, and may further affect the Tenant's eligibility for future City agreements.

10.6 Sustainable Airport Practices. The City encourages Tenant and its Subtenants to incorporate sustainable design practices in the redevelopment of the Terminal's Concession Program. The Sustainable Airport Manual attached hereto as Exhibit O ("SAM") should be considered in every aspect of the Redevelopment and concession operations. Tenant and Subtenants should include a LEED (Leadership in Energy and Environmental Design) accredited professional on their respective design teams and should consider as part of their main objectives for sustainable design to avoid resource depletion of energy, water, and raw materials; prevent environmental degradation caused by facilities and infrastructure throughout their life cycle; and create built environments that are comfortable, safe and productive. Subtenants shall be encouraged to use recycled or recyclable materials for the packaging of products sold at the Airport. This shall include bags and boxes that are provided to customers at the time of sale. Further, Subtenants are encouraged to use recycled or recyclable materials for the pre-packaging of products and any temporary display materials used at the Airport.

ARTICLE 11 INSURANCE AND INDEMNITY

11.1 Tenant's and Subtenants' Insurance.

Tenant shall, and shall cause its Subtenants to, at their respective sole expense, procure; and maintain at all times during the Term of this Lease, and during any time period following expiration or termination of this Lease during which Tenant or Subtenant is holding over or Tenant is required to return to the Premises for any reason whatsoever, the types of insurance set forth in Exhibit P covering all operations under this Lease, i with insurance companies authorized to do business in the State of Illinois.

11.2 Indemnification.

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

(b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages, and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Tenant, its Subtenants and their respective employees, agents, and Contractors.

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(c) At the City Corporation Counsel's option, Tenant shall defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Tenant of the foregoing indemnity obligations under this Section. Tenant must not make any settlement without the prior written consent to it by the City Corporation Counsel if the settlement requires any action on the part of the City or in any way involving the Airport.

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(d) To the extent permissible by law, Tenant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Tenant that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 et seq or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The waiver, however, does not require Tenant to indemnify the City for the City's own negligence or willful misconduct. The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

(e) The indemnities contained in this Section survive the expiration or earlier termination of this Lease, for matters occurring or arising during the Term of this Lease or as the result of or during the holding over of Tenant beyond the Term. Tenant acknowledges that the requirements set forth in this Section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Tenant's duties under this Lease, including the insurance and Security requirements.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 Compliance with Laws. Tenant shall, and shall cause its Subtenants, at all times observe and comply with all applicable laws, statutes, ordinances, rules, regulations, court orders and executive or administrative orders and directives of the federal, state and local government, now existing or later in effect (whether or not the law also requires compliance by other parties), including the Americans with Disabilities Act and Environmental Laws, that may in any manner affect the performance of this Lease (collectively, "Laws"), and must not use the Premises, or allow the Premises to be used, in violation of any Laws or in any manner that would impose liability on the City, Tenant or the Subtenants under any Laws. Tenant must notify the City within ten (10) days of receiving notice from a competent governmental authority that Tenant, its Subtenants or any of their respective Contractors may have violated any Laws. Provisions required by any Law to be inserted in this Lease are deemed inserted in this Lease whether or not they appear in this Lease or, upon application by either party, this Lease will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Lease is signed prevent its enforcement. Without limiting the foregoing, Tenant covenants that it will comply with all Laws, including but not limited to those Laws identified in this Article 12.

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

12.3 Inspector General and Legislative Inspector General. It is the duty of Tenant and all officers, directors, agents, partners, and employees of Tenant to cooperate with the Inspector General and the Legislative Inspector General of the City in any investigation or hearing undertaken under Chapter 2-55' or Chapter 2-56 of the Municipal Code. Tenant understands and will abide by all provisions of Chapter 2-55 and Chapter 2-56 of the Municipal Code. Tenant must inform all Subtenants and Contractors of this provision and require under each Sublease and Contract compliance herewith by each Subtenant and Contractor all of their respective officers,

directors, agents, partners and employees.

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

12.5 Airport Security. '

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

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

* (b) Further, Tenant shall comply with, and require compliance by its Contractors, suppliers of materials and furnishers of services and employees with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to "protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Tenant shall adopt procedures to control and limit access to the Airport and the Premises by Tenant and its Contractors, suppliers of materials and furnishers of services, employees, in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Tenant must have in place and in operation a security program for the Premises that complies with all applicable laws and regulations.

(c) Gates and doors located on the Premises, if any, that permit entry into restricted areas at the Airport must be kept locked by Tenant or its Subtenants at all times when not in use. Gate or door malfunctions must be reported to the Commissioner or the Commissioner's designee without delay and must be kept under constant surveillance by Tenant or the applicable Subtenant, as the case may be, until the malfunction is remedied.

(d) In connection with the implementation of its security program, Tenant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Tenant acknowledges that all such knowledge and information is of a highly confidential nature. Tenant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the Commissioner in advance in writing.

(e) To the extent any of Tenant's employees require identification badges or security clearance for access at the Terminal, Tenant shall be responsible at its expense for securing such badges or clearance. Tenant will cause Subtenants to be similarly responsible for their personnel under the Subleases, and will monitor compliance by Subtenants with required badging and security clearances and the screening of Subtenant goods, products, equipment, materials and supplies to the extent required in the Terminal. Subtenants will deliver any badge applications for Subtenant employees to Tenant which shall forward them to the Department. Tenant will apply fines, penalties or default remedies under Subleases as required to remedy violations or other deficiencies by Subtenants, but shall not have any other responsibility or liability with respect to security issues relating to such Subtenant employee badging and security clearance requirements and the screening of any such Subtenant goods,, products, equipment materials and supplies. Subtenants shall be billed directly by the City for all costs for such badging of personnel and security clearances. The City acknowledges that Tenant has no obligation to conduct screening or inspection of goods, products, equipment, materials or supplies brought to the Terminal,

Premises or Airport by or on behalf of Subtenants.

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(f) Tenant further must indemnify, hold harmless and defend the City from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly from the breach of Tenant's covenants and agreements as set forth in this Section.

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

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

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

(3) Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

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

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

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

(7) For purposes of this provision:

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

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

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

Individuals are "Domestic Partners" if they satisfy the following criteria: (a) they are each other's sole domestic partner, responsible for each other's common welfare; and (b) neither party is married; and (c) the partners are not related by blood closer than would bar marriage in the State of Illinois; and (d) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and (e) two of the following four conditions exist for the partners: (i) The partners have been residing together for at least 12 months; (ii) The partners have common or joint ownership of a residence; (iii) The partners have at least two of the following arrangements: a joint ownership of a motor vehicle; b. a joint credit account; c. a joint checking account; d. a lease for a residence identifying both domestic partners as Tenants; (iv) Each partner identifies the other partner as a primary beneficiary in a will.

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

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

12.8 Business Relations with Elected Officials. Pursuant to Section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or

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employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of §2-156-030(b) by any elected official with respect to this Lease is grounds for termination of this Lease. Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (1) any ownership through purchase at fair market value or inheritance of less than one percent of . the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (2) the authorized compensation paid to an official or employee for his office or employment; (3) any economic benefit provided equally to all residents of the city; (4) a time or demand deposit in a financial institution; or (5) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

12.9 Eligibility to do Business with the City. Failure by the Tenant or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Lease.

12.10 Office of Compliance. It is the duty of Tenant, and all officers, directors, agents, partners and employees of Tenant to cooperate with the Office of Compliance in any investigation or audit pursuant to Chapter 2-26 of the Municipal Code of Chicago. Tenant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All Subleases will inform Subtenants and all Contracts will inform Contractors of this provision and require understanding and compliance with it.

ARTICLE 13

RETAINED RIGHTS OF CITY

13.1 Right to Enter, Inspect' and Repair. The City, its authorized employees, agents, contractors, subcontractors and other representatives shall have the right upon forty-eight (48) hours prior notice to Tenant, which notice may be verbal followed by confirming written notice (except in the case of emergency as determined by the City when no notice shall be required), to enter upon the Premises without abatement of Rent, for the following purposes:

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(a) To inspect the Premises during regular business hours upon reasonable advance notice (or at any time in the case of emergency, in which case no notice shall be required) to ascertain the condition of the Premises and to determine Tenant's compliance with the terms of this Lease. The right of inspection shall impose on the City no duty to inspect and shall impart no liability upon the City for failure to inspect.

(b) To perform any obligation, to perform maintenance and make repairs and replacements in any event where Tenant is obligated to do so under this Lease and has failed to perform such obligation following any applicable notice and cure periods provided for in this Lease or to initiate such repairs and maintenance within the time periods provided for in this Lease, if applicable, or, if no time period is provided, within thirty (30) days after written notice from the City, and thereafter to diligently complete such obligations, repairs or replacements, or at any time with or without written notice, in the event that the City, in its sole discretion, deems that it is necessary or prudent to do so to preserve all or any part of the Terminal from damage or to correct any condition likely to lead to injury or damage.

(c) To perform any obligation of the City under this Lease and to make additions, alterations, maintenance and repairs to the Terminal and any other areas on the Airport.

In the event such entry is made during non-operating hours, a representative of Tenant or a representative of Tenant's applicable Subtenant shall be present, except the case of an emergency when no such representatives shall be required to be present. Nothing contained in this Section shall prohibit, or diminish the right of, the City to enter the Premises at any time and conduct, without notice to Tenant or any Subtenant, inspections or audits as set forth in Article 7 of this Lease to determine any Subtenant's compliance with the Service and Performance Operating Standards as set forth in Article 7 of this Lease.

13.2 Accommodation of Airport Construction.

(a) Tenant acknowledges that from time to time the City may undertake construction, repair or other activities related to the operation, maintenance and repair of the Terminal or the Airport that will require temporary accommodation by Tenant and its Subtenants. In addition, the City reserves the right to permanently reconfigure the Common Areas and the Premises as necessary to accommodate the construction of connections from the Terminal to other terminals or facilities at the Airport or relocate or reconfigure the Terminal Gates and Ramp Area. The City agrees to use reasonable efforts to minimize disruption in Tenant's and its Subtenants' business operations during such period of construction. Without limiting the generality of the foregoing, the City may temporarily or permanently close, alter, change, modify and/or relocate any entrances, passageways, doors and doorways, corridors, elevators, escalators or other parts of the Common Areas or the Terminal (other than the Premises); and the City may at any time and from time to time make such changes, alterations, additions, improvements, repairs or replacements in or to the Terminal, as well as in or to the entrances, passages, elevators, escalators, and stairways thereof; as it may deem necessary or desirable, and to change the arrangement

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and/or location of entrances, passageways, doors and doorways, and corridors, elevators, stairs, rest rooms, or other public parts of the Common Areas or the Terminal (other than the Premises), and may stop or interrupt any service or utility system, when necessary by reason of accident or emergency or construction work until the necessity for the interruption or stoppage has ended. The City will endeavor to give Tenant advance notice of

such work whenever possible (except in the case of an emergency, in which case no notice shall be required).

(b) Tenant further acknowledges that such improvements may require substantial construction work in the Terminal during normal business hours, which may disrupt Tenant's and its Subtenant's business operations and create noise, dust and other concomitants of construction work. Tenant agrees that it shall have no right except as expressly provided herewith, to any abatement of Rent, Additional Rent Or other compensation or to any claim of breach of the City's covenant of quiet enjoyment (express or implied) or an actual or constructive eviction or for loss of business or inconvenience, or in any event for consequential damages on account of any such construction work, and without incurring any liability to Tenant or otherwise affecting Tenant's obligations under this Lease. Tenant agrees to accommodate and shall cause its Subtenants to accommodate the City in such activities even though the Tenant's and its Subtenants' own operations may be inconvenienced or partially impaired.

(c) In the event the City elects to exercise its rights under this Section to close any portion of the Premises, it shall give Tenant not less than fifteen (15) days notice (except in the case of an emergency in which case no notice shall be required) of the City's intent 'to temporarily close any portion of the Premises, which portion shall be described in such notice.

13.3 Status Report. Recognizing that the City may find it necessary to establish to third parties the then-current status of performance hereunder, Tenant shall, upon the request of the City from time to time, promptly furnish a statement of the status of any matter pertaining to this Lease. Without limiting the generality of the foregoing, Tenant specifically agrees, promptly upon the commencement of the Term hereof; to acknowledge to the City reasonable satisfaction of any requirements with respect to construction, except for such matters as Tenant may set forth specifically in said statement.

13.4 Eminent Domain. Nothing in this Lease shall be construed to limit any of the City's rights to acquire property by eminent domain.

ARTICLE 14

FAA PROVISIONS

14.1 No Exclusive Rights. Nothing contained in this Lease must be construed to grant or authorize the granting of an exclusive right, including an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege

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and right of conducting any one or all activities of an aeronautical nature. It is clearly understood by Tenant that no right or privilege has been granted that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including maintenance and repair) that it may choose to perform,

14.2 Airport Landing Area. The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant or its Subtenants, and without interference or hindrance. The City reserves the right, but is not obligated to, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Tenant and its Subtenants in this regard.

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

i the expense of Tenant.

14.4 Avigation Easement. There is reserved to the City, its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Premises. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport. Tenant by accepting this Lease agrees for itself, its Subtenants, its successors, and assigns that it will not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard. If the covenants contained herein are breached, the City reserves the right to enter upon the Premises and cause the abatement of the interference at the expense of Tenant.

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

•14.6 Airport Rules and Regulations. Tenant shall faithfully observe and comply, and shall cause its Subtenants to faithfully observe and comply, with any reasonable rules which the City may from time to time make provided that such rules apply to all similarly situated tenants, licensees or concessionaires, if any, and are related to the safety, care,

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appearance, reputation, operation or maintenance of the Airport, the Premises, the Terminal or the Common Areas or the comfort of tenants or others using such areas or facilities. The City shall uniformly enforce such rules and regulations as to all similarly-situated tenants, including Tenant and its Subtenants, but shall not have any duty or obligation to Tenant to enforce such rules or the terms and conditions in any other lease as against any other tenants and the City shall not be liable to Tenant for violations of the same by other tenants, their employees, contractors, agents or licensees.

ARTICLE 15

SPECIAL CONDITIONS

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

(a) Tenant is financially solvent and Tenant holds itself to very high standards of quality and professionalism. Tenant is competent to perform as required under this Lease; this Lease' is feasible of performance by Tenant in accordance with all of its provisions and requirements; Tenant has the full power and is legally authorized to perform or cause to be performed its obligations under this Lease under the terms and conditions stated in this Lease; and Tenant can. and will perform, or cause to be performed, all of its obligations under this Lease in accordance with the provisions and requirements of this Lease.

(b) Tenant is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware; Tenant is qualified to do business in the State of Illinois; and Tenant has a valid current business privilege license to do business in the City, if required by applicable law.

(c) The person signing this Lease on behalf of Tenant has been duly authorized to do so by Tenant; all approvals

or consents necessary in order for Tenant to execute and deliver this Lease have been obtained; and neither the execution and delivery of this Lease, the consummation of the transactions contemplated, nor the fulfillment of or

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compliance with the terms and conditions of this Lease:

- (i) conflict with or result in a breach, default or violations of: Tenant's organizational documents; any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Tenant is now a party or by which it is bound; or
 - (ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Tenant under the terms of any instrument or agreement.
 - (d) There is no litigation, claim, investigation, challenge or other proceeding now pending or, to Tenant's knowledge after due and complete investigation, threatened, challenging the existence or powers of Tenant, or in any way affecting its ability to execute or perform under this Lease or in any way having a material adverse affect on the operations, properties, business or finances of Tenant.
 - (e) This Lease constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and remedies generally and by the application of equitable principles.
 - (f) No officer, agent or employee of the City is employed by Tenant or has a financial interest directly or indirectly in this Lease, a Sublease, any contract or subcontract thereunder, or the compensation to be paid under it except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code or as may be permitted by law.
 - (g) Tenant has not knowingly and will not knowingly used the services of any person or entity for any purpose in its performance under this Lease, when such person or entity is ineligible to perform services under this Lease or in connection with it, as a result of any local, state or federal law, rule or regulation, or when person or entity has an interest that would conflict the performance of services under this Lease.
 - (h) There was no broker instrumental in consummating this Lease and no conversations or prior negotiations were had with any broker concerning the rights granted in this Lease with respect to the Premises. Tenant must hold the City harmless against any claims for brokerage commission arising out of any conversations or negotiations had by Tenant with any broker.
 - (i) To the best of Tenant's knowledge, Tenant nor any Affiliate of Tenant is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U. S. Department of Commerce or their successors, or on any other list of persons with which the City may not do business under applicable law: the Specially Designated Nationals List, the
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- Denied Persons List, the Unverified List, and Entity List, and the Debarred List.
- (j) Tenant, and to the best of Tenant's knowledge, its Affiliates, any of their respective owners holding, 7.5% or more beneficial ownership interest, and any of Tenant's directors, officers, members, or partners:
 - (i) have no interest, directly or indirectly, that conflicts in any manner or degree with Tenant's performance under this Lease;
 - (ii) have no outstanding parking violation complaints or debts, as the terms are defined in Section 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;
 - (iii) are not in default under any other City contract or agreement as of the Effective Date, nor have been deemed by the City to have been in default of any other City contract or agreement within five years

immediately preceding the Effective Date;

(iv) are not in violation of the provisions of § 2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency;

(v) are not delinquent in the payment of any taxes due to the City;

(vi) will not at any time during the Term have any interest or acquire any interest, directly or indirectly, that conflicts or would or may conflict in any manner or degree with Tenant's performance under this Lease; and
(vii) will not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft at the Airport' under current or future conditions or that might otherwise constitute a hazard to the operations of the Airport or to the public generally.

(k) Except only for those representations, statements, or promises expressly contained in this Lease, including any Exhibits attached to this Lease and incorporated by reference in this Lease, no representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Tenant to enter into this Lease or has been relied upon by Tenant, including any with reference to:

(i) the meaning, correctness, suitability or completeness of any provisions or

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requirements of this Lease;

(ii) the nature of the services to be performed;

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

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

(v) the compensation provisions of this Lease; or

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

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

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

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(b) In accordance with Section 12.2, Tenant has provided the Commissioner with an Economic Disclosure Statement and Affidavit ("EDS") for itself and EDSs for all entities, with an ownership interest of 7.5 percent or more in Tenant, copies of which are attached to this Lease as Exhibit H. Upon request by the Commissioner, Tenant must further cause its Subtenants and proposed Transferees (and their respective 7.5 percent owners) to submit an EDS to the Commissioner. Tenant must provide the Commissioner, upon request, a "no change" affidavit if the information in the EDS(s) attached as Exhibit H remains accurate, or revised and accurate EDS (s) if the information contained in the attached EDS(s) has changed. In addition, Tenant must provide the City revised and accurate EDS(s) within thirty (30) days of any event or change in circumstance that renders the EDS(s) inaccurate. Failure' to maintain accurate EDS(s) on file with the City is an Event of Default.

15.3 Licenses and Permits. Tenant shall and shall cause its Subtenants in a timely manner consistent with Tenant's obligations under this Lease, secure and maintain, or cause to be secured and maintained at its expense, the permits, licenses, authorizations and approvals as are necessary under federal, state or local law for Tenant and its Subtenants to operate the Concession Program; to construct, operate, use and maintain the Premises; and otherwise to comply with the terms of this Lease and the privileges granted under this Lease. Tenant and its Subtenants shall promptly provide copies of any required licenses and permits to the Commissioner when requested from time to time.

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

15.5 Shakman.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire an individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel of Tenant in connection with this Lease are employees or subcontractors of Tenant, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel of Tenant.

(c) Tenant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel associated with this Lease, or offer employment to any individual to provide services associated with this Lease, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for

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elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to Tenant by a City employee or City official in violation of Section 15.5

(b) above, or advocating a violation of Section 15.5(c) above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the Commissioner of the Department of Aviation.

ARTICLE 16

NONDISCRIMINATION AND AFFIRMATIVE ACTION

16.1 Non-Discrimination.

(a) Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration, of this Lease, covenants that: (i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises; (ii) in the construction of any Improvements on, over, or under the Premises and the furnishing

of services in them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (iii) Tenant will use the Premises in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as those regulations may be amended; and (iv) Tenant shall manage the Concession Program on a fair, equal, and non-discriminatory basis. In addition, Tenant assures that it will comply and will cause its Subtenants to comply with all other pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds, of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance.

(b) It is an unlawful practice for Tenant to, and Tenant must at no time: (i) fail or refuse to hire, or discharge, any individual or discriminate against the individual with respect to his or her compensation, or the terms, conditions, or privileges of his or her employment, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (ii) limit, segregate, or classify its employees or applicants for employment in any way that would deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (iii) in the exercise of the privileges granted in this Lease, discriminate or permit discrimination in any manner, including the use of the Premises, against any person or group of persons because of race, creed, color, religion, national origin, age, handicap, sex or ancestry. Tenant must post in conspicuous places to which its employees or applicants for employment have access,

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notices setting forth the provisions of this non-discrimination clause.

(c) Tenant and its Subtenants must comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended, and to the extent required by the law, must undertake, implement and operate an affirmative action program in compliance with the rules and regulations of the Federal Equal Employment Opportunity Commission and the Office of Federal Contract Compliance, including 14 CFR Part 152, Subpart E. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 20'00e note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-06 (1981); Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 and 41 CFR Part 60 et seq. (1990) and 49 CFR Part 21, as amended (the "ADA"); and all other applicable federal statutes, regulations and other laws.

(d) Tenant and its Subtenants must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 5 111. Admin. Code §750 Appendix A. Furthermore, Tenant and its Subtenants must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all other applicable state statutes, regulations and other laws.

(e) Tenant and its Subtenants must comply with the Chicago Human Rights Ordinance, sec. 2-160-010 et seq. of the Municipal Code, as amended, and all other applicable City ordinances and rules. Further, Tenant and its Subtenants must furnish or, must cause each of its Contractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

(f) Tenant and its Subtenants must insert these non-discrimination provisions in any agreement by which Tenant or its Subtenants grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises. Tenant and its Subtenants must incorporate all of the above provisions in all agreements entered into with any Subtenants, suppliers of materials, furnishers of services, Contractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Lease, and Tenant and its Subtenants must require them to comply with the law and enforce the requirements. In all solicitations either by competitive bidding or negotiations by Tenant or its Subtenants for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Contractor or supplier must be notified by Tenant of the

Tenant's obligations under this Lease relative to nondiscrimination.

(g) Noncompliance with this Section will constitute a material breach of this Lease; therefore, in the event of such breach, Tenant authorizes the City to take such action as federal, state or local laws permit to enforce compliance, including judicial enforcement. In the event of Tenant's noncompliance with the nondiscrimination provisions of this

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Lease, the City may impose such sanctions as it or the federal or state government may determine to be reasonably appropriate, including cancellation, termination or suspension of the Lease, in whole or in part.

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

16.2 ' Airport Concession Disadvantaged Business Enterprises. This Lease is subject to the requirements of the U.S. Department of Transportation's regulations 49 C.F.R. Parts 23 and 26, as amended from time to time. The City has implemented an ACDBE Program under which qualified firms may have the opportunity to participate in the ownership and operation of Airport concession businesses. An ACDBE goal of thirty percent (30%), as measured by total estimated annual Subtenant Gross Receipts following the Redevelopment and the opening of the New Concession Premises, has been established for the Concession Program under this Lease. During the Term, Tenant shall manage and monitor the commitments made by its Subtenants under the ACDBE Compliance Program on behalf of the City and shall provide the City with an annual report (or as more frequently as may be required by the City) in the format required by the FAA evidencing Subtenants' good faith efforts of reaching the goal of 30% participation by ACDBEs (certified either by the City or pursuant to the Illinois Unified Certification Program) in the Concession Program. Tenant shall enforce and its Subtenants must comply with the Special Conditions Regarding ACDBE participation attached hereto as Exhibit C. Failure to comply with such Special Conditions by any Subtenant shall be a default under the Sublease and Tenant shall include this provision in the Sublease. Tenant shall enforce the compliance of this provision with all Subtenants and shall indicate on the list of Initial Operators all ACDBEs identified on the Latest Date of Beneficial Occupancy. If Tenant shall fail to cause its Subtenants to comply with such Special Conditions, it shall an Event of Default hereunder. Further, if Tenant enters into a Sublease directly with an ACDBE, Tenant shall comply with the Special Conditions Regarding ACDBE Participation. Tenant or its Subtenants shall provide all information and reports as may be required by the City and shall permit access to their books, records and accounts and facilities to determine compliance with ACDBE Special Conditions, directives and regulations. Commencing on the Earliest Date of Beneficial Occupancy and continuing thereafter during the Term, Tenant shall provide semi-annual reports to the City of all ACDBE Subtenants. Said reports shall be in a format acceptable to the City and shall provide the level of ACDBE participation for the period in question and on year-to-date basis, including the percentage of Subtenant Gross Receipts attributable to each ACDBE Subtenant. To the extent ACDBE participation is in the form of joint venture, Tenant (or a consultant at Tenant's expense) will be responsible to work with and assist the certifying agency in the evaluation of the work performed by the ACDBE with the ACDBE's own forces to ensure that it meets the Subtenant's stated ACDBE

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. goals in accordance with the FAA's ACDBE joint venture guidance. During the Term, Tenant shall prepare, and the CDA shall be responsible for submitting, arty and all ACDBE reports to the FAA.

16.3 MBE/WBE Compliance. During the Redevelopment of the Concession Program, Tenant and Subtenants shall make good faith efforts to meet their commitments with respect to participation of Minority Business Enterprises/Woman-Owned Business Enterprises ("MBE/WBE") in the design and construction of Tenant's Base Building Improvements and Subtenant' Fixed Improvements, respectively, as set forth in Exhibit D. The

stated goals for MBE\WBE participation consist of the following: (i) Design: 25% MBE and 5% WBE; and (ii) Construction: 24% MBE and 4% WBE.

16.4 Other Provisions. Tenant shall comply with and shall use its best efforts to cause its Subtenants to comply with all federal and state, laws and City regulations pertaining to Civil Rights and Equal Opportunity, including executive orders and rules and regulations of appropriate federal and state agencies unless otherwise exempt therein.

ARTICLE 17

DEFAULT, REMEDIES AND TERMINATION

17.1 Events of Default.

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

(1) Any material misrepresentation intentionally made by Tenant to the City in the inducement to City to enter this Lease or in the performance of this Lease. There is
. no right to cure this Event of Default.

(2) Tenant's failure to make any payment in full when due under this Lease and failure to cure the default within ten (10) days after the City gives written notice of the non-payment to Tenant. In addition, Tenant's failure to make any such payment

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within ten (10) days after the written notice more than three (3) times in any Lease Year constitutes an Event of Default without the necessity of the City giving notice of the fourth failure to Tenant or any opportunity to cure it.

(3) Subject to Force Majeure, Tenant's failure to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Tenant contained in this Lease.

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(4) Tenant's failure to provide or maintain the insurance coverage required under this Lease (including any material non-compliance with the requirements) and the failure to cure within two (2) days following written notice from the Commissioner; or, if the noncompliance is non-material, the failure to cure within twenty (20) days after the Commissioner gives written notice. The Commissioner, in her sole discretion, will determine if noncompliance is material.

(5) Subject to Force Majeure, Tenant's failure to cause the Concession Program operations in any Concession Premises at all times Tenant is required to do so under this Lease.

(6) Tenant's failure to require Subtenants to comply with the Street Pricing policy.

(7) Subject to Force Majeure, Tenant's failure to begin or to complete or to diligently cause its Subtenant to begin or complete its respective Improvements (as defined in Article 8 hereof) on a timely basis or to timely open for business in the Premises or any portion of it.

(8) A default by Tenant or any Affiliate under any other agreement it may presently have or may enter into

with the City during the Term of this Lease and failure to cure such default within any applicable cure period.

(9) Tenant does any of the following and the action affects Tenant's ability to carry out the terms of this Lease:

(i) becomes insolvent, as the term is defined under Section 101 of the United States Bankruptcy Code as amended from time to time; or (ii) fails to pay its debts generally as they mature; or (iii) seeks the benefit of any present or future federal, state or foreign insolvency statute; or (iv) makes a general assignment for the benefit of creditors, or (v) files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the United States Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or (vi) consents to the appointment of a receiver,, trustee, custodian, liquidator or other similar official, of all or substantially all of its property, which remains in effect for a period in excess of sixty (60) days.

(10) An order for relief is entered by or against Tenant under any chapter of the Bankruptcy Code or similar law in any foreign jurisdiction and is not stayed or vacated within sixty (60) days following its issuance.

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(11) Tenant is dissolved.

(12) A violation of law that results in a guilty plea, a plea of nolo contendere, guilty finding, or conviction of a criminal offense, by Tenant, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Lease, and that may threaten, in the sole judgment of Commissioner, Tenant's performance of this Lease in accordance with its terms.

(13) Subject to Force Majeure, any failure to perform, act, event or omission that is specifically identified as an Event of Default elsewhere in this Lease.

17.2 Remedies.

If an Event of Default occurs and is not cured by Tenant in the time allowed, in addition to any other remedies provided for in this Lease, including the remedy of Self-help as provided in Section 17.3, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies.

(a) Terminate this Lease with respect to all or a portion of the Premises and exclude Tenant from that part of the Premises affected by the termination. If the Commissioner elects to terminate this Lease, the Commissioner may, at the Commissioner's sole option, serve notice upon Tenant that this Lease ceases and expires and becomes absolutely void with respect to the Premises or that part identified in the notice on the date specified in the notice, to be no less than five (5) days after the date of the notice, without any right on the part of Tenant after that to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken. At the expiration of the time limit in the notice, this Lease and the Term of this Lease, as well as the right, title and interest of Tenant under this Lease, wholly ceases and expires and becomes void with respect to the Premises identified in such notice in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in the notice were the date in this Lease stated for expiration of the Term with respect to the Premises identified in such notice.

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

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been due and payable after termination for the balance of the Term with respect to all or a portion of the Premises must be discounted to present value at a rate deemed to be commercially reasonable for such purposes

as of the date of termination. To the extent permitted by law, the Commissioner may declare all amounts to be immediately due- and payable. Notwithstanding the foregoing, the City shall use its best efforts to mitigate its damages by finding a replacement Tenant for the Premises being terminated paying comparable Rent.

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(c) At any time after the occurrence of any uncured Event of Default, whether or not this Lease has been terminated, reenter and repossess the Premises and/or any part of it with or without process of law, so long as no undue force is used, and the City has the option, but not the obligation, to re-lease all or any part of the Premises. ..The City, however, is not required to accept any tenant proposed by Tenant or to observe any instruction given the City about such a re-lease. The failure of the City to re-lease the Premises or any part or parts of it does not relieve or affect Tenant's liability under this Lease nor is the City liable for failure to re-lease. Reentry or taking possession of the Premises does not constitute an election on the City's part to terminate this Lease unless a ' written notice of the election by the Commissioner is given to Tenant. Even if the City re-leases without termination, the Commissioner may at any time after that elect to terminate this Lease for any previous uncured Event of Default. For the purpose of releasing, the Commissioner may decorate or make repairs, changes, alterations or additions in or to the Premises to the extent deemed by the Commissioner to be necessary to re-let the Premises, and the cost of the decoration, repairs, changes, alterations or additions will be charged to and payable by Tenant as Additional Rent under this Lease. Any sums collected by the City from any new tenant obtained on account of Tenant will be credited against the balance of the Rent due under this Lease. Tenant must pay the City monthly, on the days when payments of Rent would have been payable under this Lease, the amount due under this Lease less the amount obtained by the City from the new tenant, if any.'

(d) Enter upon the Premises, distrain upon and remove from it all inventory, equipment, machinery, trade fixtures and personal property of any kind or nature, whether owned by Tenant or by others, and to proceed without judicial decree, writ of execution or assistance or involvement of constables or the City's and Tenant's officers, to conduct a private sale, by auction or sealed bid without restriction. Tenant waives the benefit of all laws, whether now in force or later enacted, exempting any of Tenant's property on the Premises or elsewhere from distraint, levy or sale in any legal -proceedings taken by the City to enforce any rights under this Lease.

(e) Seek and obtain specific performance, a temporary restraining order or an injunction, or any other appropriate equitable remedy.

(f) Seek and obtain monetary damages.

(g) Deem Tenant and Affiliates non-responsible in future contracts or concessions to be awarded by the City.

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(h) Declare Tenant and Affiliates in default under any other existing contracts or agreements they might have with the City and to exercise any remedies available under those other contracts or agreements.

(i) Assume the assignment of any and all Subleases between Tenant and Subtenants.

(j) Require Tenant to terminate a Sublease or a Contract that is causing an Event of Default under this Lease which has not been cured.

Commissioner's Right to Perform Tenant's Obligations.

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

(b) The Commissioner, in making any payment that Tenant has failed to pay:

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

(ii) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or

amount of any claim for lien that may be asserted; and

(iii) in connection with the completion of construction, furnishing or equipping z of the Premises or the licensing, operation or management of the Premises or the payment of any of its Operating Costs, may do so in such amounts and to such persons as the Commissioner may deem appropriate.

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

(c) If Tenant fails to perform its obligations under this Lease to maintain the Premises or to manage the Concession Program in accordance with specified standards within sixty (60) days following written notice from the Commissioner, or in the event of a serious health or safety concern or in an emergency (in which case no notice is required) the Commissioner may, but is not obligated to, direct the Department to perform or cause the performance of any such obligation in any manner deemed expedient by the

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Commissioner for the purpose of correcting the condition in question.

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

17.4 Effect of Default and Remedies.

(a) The City's waiver of any one right or remedy provided in this Lease does not constitute a waiver of any other right or remedy then or later available to the City under this Lease or otherwise. A failure by the City or the Commissioner to take any action with respect to any Event of Default or violation of any of the terms, covenants or conditions of this Lease by Tenant will not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the City to act with respect to any prior, contemporaneous or later violation or Event of Default or with respect to any continuation or repetition of the original violation or Event of Default. The acceptance by the City of payment for any period or periods after an Event of Default or violation of any of the terms, conditions and covenants of this Lease does not constitute a waiver or diminution of, nor create any limitation upon any right of the City under this Lease to terminate this Lease for subsequent violation or Event of Default, or for continuation or repetition of the original violation or Event of Default. Tenant has no claim of any kind against the City by reason of the City's exercise of any of its rights as set forth in this Lease or by reason of any act incidental or related to the exercise of rights.

(b) All rights and remedies of the City under this Lease are separate and cumulative and none excludes any other right or remedy of the City set forth in this Lease or allowed by law or in equity. No termination of this Lease or the taking or recovery of the Premises or any portion thereof deprives the City of any of its remedies against Tenant for Rent, including Additional Rent or other amounts due or for damages for the Tenant's breach of this Lease. Every right and remedy of the City under this Lease arising out of Tenant's default or indemnification obligations survives the expiration of the Term or the termination of this Lease.

17.5 Tenant's Right to Perform City Obligations.

In the event that the City fails to perform its obligations as landlord (and not as Airport operator or municipality) with respect to the Premises under this Lease, the Tenant may send City written notice citing the Lease provision at issue and the facts surrounding the alleged non-performance. If the City does not respond to such notice within sixty (60) days and take timely corrective action as appropriate under the circumstances, Tenant may perform such obligation on behalf of the City. Tenant's reasonable and actual costs

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in performing may be offset against the following month's Rent.

ARTICLE 18 GENERAL PROVISIONS

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

18.2 Counterparts. This Lease may be comprised of several identical counterparts and may be fully executed by the parties in separate counterparts. Each such counterpart is deemed to be an original, but all such counterparts together must constitute but one and the same Agreement.

18.3 Amendments. Except as otherwise expressly provided in this Lease, the provisions of this Lease may be amended only by a written agreement signed by the City and Tenant. No review or approval by the Commissioner, including approval of Construction Documents, constitutes a modification of this Lease (except to the extent that the review or approval expressly provides that it constitutes such a modification or it is apparent on its face that the review or approval, if made in writing, modifies terms or provisions of this Lease that are within the express powers of the Commissioner under this Lease to modify), nor¹ excuse Tenant from compliance with the requirements of this Lease or of any applicable laws, ordinances or regulations. Amendments must be signed by the Mayor, provided that the Commissioner alone may sign amendments to the Exhibits.

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

18.5 Covenants in Subleases and Contracts. All obligations imposed on Tenant under this Lease pertaining to the maintenance and operation of the Premises and compliance with the ACDBE and M/WBE goals contained in this Lease are deemed to include a covenant / by ^Tenant to insert appropriate provisions in all Subleases and Contracts covering work

. under this Lease and to use its commercially reasonable efforts to enforce compliance of all Subtenants and contractors with the requirements of those provisions.

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

18.7 Approvals. This Lease shall be subject to the approval of the (i) Aviation Committee of the City Council of the City of Chicago and the full City Council (the "City Approvals"); and (ii) to the Members of Tenant (the "Tenant Approvals") and shall not be valid and enforceable until such City Approvals have been granted and the Tenant Approvals have been obtained.

18.8 Notices. Any notices or other communications pertaining to this Lease must be in writing and are deemed

to have been given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices are deemed given on the date of receipt if by personal service, or one (1) day after deposit with a nationally recognized commercial overnight courier, three (3) days after deposit in the U.S. mails sent by certified mail, return receipt requested, postage prepaid, or otherwise upon refusal of receipt. Unless otherwise directed by Tenant in writing, all notices or communications from City to Tenant will sent to Tenant's notice address as set forth in this Lease. All notices or communications from Tenant to the City must be addressed to:

Commissioner, Department of Aviation
City of Chicago

O'Hare International Airport
10510 W. Zemke Rd
Chicago, Illinois 60666

and with a copy to: Managing Deputy Commissioner of Concessions, Real Estate and Planning at the same address.

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

City Comptroller City of Chicago City Hall - Room 501 121 N. LaSalle Street

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Chicago, Illinois 60602

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

City of Chicago, Department of Law
Aviation, Environmental and Regulatory Section
30 North LaSalle Street, Suite 900
Chicago, Illinois 60602

Attn: Deputy Corporation Counsel

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

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

18.10 Subordination.

(a) This Lease is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Lease, then Tenant consents to the changes to this Lease. In the event that any. such modifications, revisions, supplements or deletions result in either a material increase to Tenant's obligations and

liabilities under this Lease or a material decrease in Tenant's rights under this Lease or have a material adverse effect on the operation of the Concession Program, then Tenant shall have the right to terminate this Lease upon prior written notice within ninety (90) days following written notification from the City of the required amendment.

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(b) This Lease and all rights granted to Tenant under this Lease are expressly subordinated and subject to the International Terminal Use Agreement and the Use Agreement with any airline utilizing the Airport, including the Terminals, and any existing agreement with any airline consortium pertaining to the operation of the Airport, including the Terminals.

(c) To the extent of a conflict or inconsistency between this Lease and any agreement described in paragraphs (a) and (b) above, those provisions in this Lease so conflicting must be performed as required by those agreements referred to in paragraphs (a) and (b) except to the extent that any such conflicts or inconsistencies requiring Tenant to perform as required under such other agreements result in either a material increase to Tenant's obligations and liabilities under this Lease or a material decrease in Tenant's rights under this Lease or have a material adverse effect on the operation of the Concession Program.

18.11 Conflict. In the event of any conflict between the terms and provisions of this Lease and . the terms and provisions of any Sublease or contract between Tenant and its Subtenants,

Contractors and any other third party, the terms and provisions of this Lease govern and control.

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

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

18.14 Authority of Commissioner. Unless otherwise expressly stated in this Lease, any consents and approvals to be given by the City under this Lease may be made and given by the Commissioner or by such other person as may be duly authorized by the City Council, unless the context clearly indicates otherwise.

18.15 Estoppel Certificate. From time to time upon not less than fifteen (15) days prior request by the other party, a party or its duly authorized representative having knowledge of the following facts, will execute and deliver to the requesting party a statement in writing certifying as to matters concerning the status of this Lease and the parties' performance

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under this Lease, including the following:

(a) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of the modifications and that the Agreement as modified is in full force and effect);

(b) the dates to which Rental, including Additional Rental, have been paid and the amounts of the Rental most recently paid;

(c) that the requesting party is not in default under any provision of this Lease, or, if in default, the nature of it in detail;

(d) that, to its knowledge, the requesting party has completed all required improvements in accordance with the terms of this Lease, and Tenant is in occupancy and paying Rental on a current basis with no offsets or claims;

and

(e) in the case of the City's request under this Lease, such further matters as may be reasonably requested by the City, it being intended that any such statement may be relied upon by third parties.

18.16 No Personal Liability. Neither City nor Tenant, shall charge any elected or appointed ' official, agent, or employee of the City or Tenant personally or seek to hold him or her *personally or contractually liable for any liability or expenses of defense under any provision of this Lease or because of any breach of its provisions or because of his or her execution, approval, or attempted execution of this Lease.* j

18.17 Limitation of City's Liability. Tenant, its Subtenants and Contractors must make no claims against the City for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Lease. All Tenant, Subtenant, and Contractor personal property upon the Premises or upon any other part of the Airport, is at the risk of Tenant, Subtenant, or Contractor respectively only, and the City is not liable for any loss or damage to it or theft of it or from it. The City is not liable or responsible to Tenant, its Subtenants or Contractors, and Tenant waives, and will cause its Subtenants and Contractors likewise to waive, to the fullest extent permitted by law, all claims against the City for any loss or damage or inconvenience to any property or person or any lost profits any or all of which may have been occasioned by or arisen out of any event or circumstance, including theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or water leakage, steam, excessive heat or cold, falling plaster, or broken glass; or any act or neglect of the City or any occupants of the Airport, including the Terminal or the Premises, or repair or alteration of any part of the Airport, or failure to make any such repairs or any other thing or circumstance, whether of a like nature or a wholly different nature. If the City fails to perform any covenant or condition of this Lease that the City is required to perform and, notwithstanding the foregoing, Tenant recovers a money judgment against the City, the judgment must be satisfied only out of credit against the

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Rent and other monies payable by Tenant to the City under this Lease, and the City is not liable for any deficiency except to the extent provided in this Lease and to the extent that there are legally available Airport funds.

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

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

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

18.21 Force Majeure. Neither party is liable for non-performance of obligations under this Lease due to Force Majeure. As a condition to obtaining an extension of the period to perform its obligations under this Lease, the party seeking such extension due to a Force Majeure must notify the other party within twenty (20) days after the occurrence of the Force Majeure. The notice must specify the nature of the delay or interruption and the period of time contemplated or necessary for performance. The foregoing notwithstanding, however, in no event will Tenant be entitled to an extension of more than ninety (90) days due to a Force Majeure, without the express written consent of the Commissioner.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the City and the Tenant have hereto set their duly authorized hands and seals as of the date set forth above.

**WESTFIELD CONCESSION
MANAGEMENT, LLC,
a Delaware limited liability company**

BY: ■ _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

CITY OF CHICAGO

BY: _____

TITLE: Mayor

Recommended by:

BY: _____

TITLE: Commissioner of Aviation

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Exhibit I Prevailing Wage Rates

look County Prevailing Wage for April 2011

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Cook County Prevailing Wage for April 2011

Trade Name

RG TYP C Base FRMAN *M-F>8 OSA OSH H/W Pensn Vac Trnq

ASBESTOS ABT-GEN ASBESTOS ABT-MEC BOILERMAKER BRICK MASON CARPENTER CEMENT MASON CERAMIC

TILE FNSHER COMM. ELECT. ELECTRIC PWR EQMT OP ELECTRIC PWR GRNDMAN ELECTRIC PWR LINEMAN

ELECTRICIAN ELEVATOR CONSTRUCTOR FENCE ERECTOR GLAZIER

HT/FROST INSULATOR IRON WORKER LABORER LATHER MACHINIST MARBLE FINISHERS MARBLE MASON

MATERIAL TESTER I MATERIALS TESTER II MILLWRIGHT OPERATING ENGINEER OPERATING ENGINEER

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ENGINEER OPERATING ENGINEER OPERATING ENGINEER ORNAMNTL IRON WORKER PAINTER PAINTER SIGNS

PILEDRIIVER PIPEFITTER PLASTERER PLUMBER ROOFER

SHEETMETAL WORKER SIGN HANGER SPRINKLER FITTER

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47.410
32.660
38.000
43.050
40.750
35.200

40.770
43.160
29.100
39.030
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8.500
8.370 0
10.66 0 9.890 0
10.67 0 9.790 0 10.06 0 8.020 0 8.910 0 12.98 0 10.13 0 12.98 0 7.420 0 10.71 2 10.00 0 13.64 0 11.86 0

OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/w (Health s Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration.

Tf in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

[ttp://www.state.il.us/agency/idoyrates/EVENMO/COOK9999.htm](http://www.state.il.us/agency/idoyrates/EVENMO/COOK9999.htm)

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products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, st[^]ir treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential

purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all

<http://www.state.il.iis/agency/idol/rates/EVENMO/COOK9999.htm>

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material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2 -1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted);

Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including Hcu yd.) .

,<http://www.state.il.us/agency/idol/rates/EVENMO/COOK9999.htm>

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Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including Hcu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.r Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Flows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip -Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size): Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

[lp://vmw.state.il.us/agency/idol/rates/EVENMO/COOK9999.htm](http://vmw.state.il.us/agency/idol/rates/EVENMO/COOK9999.htm)

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Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Divp.r Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment pn Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for

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transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other

than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic-Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic-Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

<http://www.state.il.us/agency/idol/rates/EVENMO/COOK9999.htm>

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Exhibit J Airport Concessions Handbook

EXHIBIT K

Schedules of Guaranteed Rent, Percentage Rent and Subtenants' Gross Receipts

Westfield Concession Management, LLC Chicago International Airport

For the Year Ended December 31, 20__

With Report of Independent Auditors

Exhibit K Form of Annual Certified Statement

SAMPLE LETTER FOR ESTABLISHING A BUSINESS ACCOUNT FOR PARKING LOT BILLING

(Your Official Company Letterhead*)

Date

Mr. Marcos Fernandez General Manager Landside Operations Department of. Aviation Chicago O'Hare International Airport 10510 West Zemke Road, AAB PO Box 66142 Chicago, IL 60666

Dear Mr. Fernandez:

My company, (YOUR COMPANY NAME PER LICENSE AGREEMENT), would like to establish a billing account for our employee parking. We have a license agreement at O'Hare, operating as (BUSINESS NAME IF DIFFERENT THAN LICENSE AGREEMENT). We realize that the rate for parking Lot C is \$350 per month and the rate for parking Lot F is \$100 per month. We plan to issue Lot C passes to our managers and will allow our associates to obtain Lot F passes at their own expense if they choose. We realize that our company will be billed for parking and it will be our responsibility to collect payment from our employees. We anticipate that we will need __passes for Lot C and __for Lot F.**

Our billing address is:

ABC Retail Shop 123 O'Hare Street Chicago, IL606XX

Our FEIN is: 12-1234567

Should you have any questions about our account or need to contact someone at (YOUR COMPANY NAME) please call (CORPORATE CONTACT NAME) at 800/123-4567 or fax him (her) at 800-800-1234. You may also contact our local manager, (MANAGER'S NAME) at 773/123-4567.

Sincerely,

Jane Smith President

cc: Corporate Contact Name Local Manager

'Company name should match that on your license agreement.

"This information will be specific to your company's situation. Please be specific as to your intentions. You need not issue the passes that you anticipate immediately (or ever) but making your requests know is helpful.

45

Peoria Charter (800)448-0572

Joliet, Normal, Oakbrook, Peoria, Schaumburg, IL Rental Cars

All car rental companies pickup in Terminals 1, 2, 3 & 5. Passengers may take courtesy buses offered by rental companies.

Alamo/National (800) 327-9633

Avis (800)331-1212

Budget (800) 527-0700

Dollar (800) 8004000

Enterprise (800) 867-4595

Hertz (800)654-3131

National (773) 227-7368

Off-site car rental agencies have information boards in, and courtesy shuttles from, the Bus/Shuttle Center.

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Lot F (long-term economy - use Shuttle Bus to ATS to reach terminals)

1 hour or less \$2.00

2 hours or less \$ 4.00 Over 5 - 24 hours \$ 9.00

Lot G (long-term economy - use Shuttle Buss to ATS to reach terminals)

1 hour or less \$2.00

2 hours or less \$ 4.00 Over 9-24 hours \$13.00

Cell Phone Lot - next to F Lot

Vehicles in the Cell Phone Lot must be attended at all times, violators will be ticketed and towed at the owner's expense.

Methods of Payment

Cash, Visa, MasterCard, Diner's Club, Carte Blanche and American Express are accepted.

Comp/zmenfary Parking Services

Standard Parking offers these services

COMPLIMENTARY to parkers:

■ Battery Start

- Escort to your car
- Tire Change

■ Tire Inflation « Directions

- Lost Car Assistance

■ Windshield Cleaning

- Key Retrieval

For assistance or to take advantage of any of these services while parked at O'Hare, push the red button at the Assistance Center or call (773) 686-7530 or see parking/security personnel.

ParkNeB Traffic Reports 800AM

Before you arrive, Check Parking Availability.

Receive current parking lot status reports. Choose the lot to park in based on proximity to terminals, space availability and daily fees. Simply tune your car radio to 800AM when you are within 2.5 miles from airport.

Airport Shuttles

The following shuttles offer service to destinations noted. They depart from the baggage claim level on the

inner roadway.

Airport Express (312)454-7800 www.airportexpress.com

<<http://www.airportexpress.com>>Downtown/Suburban Hotels-Delivery by van.

Omega Airport Shuttle (773)483-6634 www.omegashuttle.com <<http://www.omegashuttle.com>>

Midway, Hyde Park, Chicago and South Suburbs Bus/Shuttle Center

The Bus/Shuttle Center is located on the ground floor of the main parking garage across from the Hilton. Five types of vehicles pick up at this location: regional buses, PACE buses, hotel courtesy shuttles, off-site parking shuttles and off-site car rental shuttles. Passengers should follow the red and blue signs through the pedestrian concourse to the Bus/Shuttle Center. On-site rental car shuttles (Avis, Alamo, Dollar, Hertz, Enterprise, Budget and National) pick up their customers on the inner-core roadways. Hotel shuttles that customers pay for (Airport Express) depart from baggage claim of the terminals on the inner-core roadway.

The following airport and regional bus companies have service from the Bus/Shuttle Center:

Act II Transportation www.actliitransportation.com <<http://www.actliitransportation.com>>(800) 769-8891

Quad Cities; Davenport, Iowa; Service between O'Hare and Midway Airports

Coach USA/Van Galder www.coachusa.com <<http://www.coachusa.com>>(800) 747-0994

Rockford, IL; Janesville, WI; Madison, WI; South Betoit, WI

Coach USA /Tri-State/ United Limo

www.coachusa.com <<http://www.coachusa.com>>

(800) 833-5555; (800) 248-8747

Crestwood, Highland, Gary, Merrillville, Portage,

Michigan City, South Bend, Notre Dame, Mishawaki

Coach USA Wisconsin Coach Lines

www.coachusa.com <<http://www.coachusa.com>>

(877) 324-7767

Kenosha, Racine, Milwaukee, Waukesha, WI

Express Air Coach (765) 743-3120

Service between West Lafayette, IN and O'Hare Airport

LEX Lincolnland Express (800) 223-9313

Kankakee, Rantoul, U of I Union, LEX-Hub Champaign, Mattoon-Charleston, Decatur, Springfield

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Exhibit L

Form of Monthly Certified Statement

Westfield Concession Management, LLC Chicago O'Hare International Airport Terminal

5

Schedule of Subtenants' Gross Receipts For the year ended December 31,20__

Name of Subtenant Amount of Gross Receipts

] \$__

\$__

\$__

3

Report of Independent Auditors

Westfield Concession Management, LLC

We have audited the accompanying Schedule of Guaranteed Rent, Percentage Rent and Subtenants' Gross Receipts arising from the leasing, marketing and managing of concession program in Terminal 5 at Chicago O'Hare International Airport (the "Schedule") of Westfield Concession Management, LLC (the "Tenant") for the year ended December 31, 20___. This Schedule is the responsibility of the Tenant's management. Our responsibility is to express an opinion on this Schedule based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material

misstatement. We were not engaged to perform an audit of the Concessionaire's internal control over financial reporting. Our audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances but not for the purposes of expressing an opinion on the effectiveness of the Concessionaire's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the Schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall Schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

The method of calculating Guaranteed Rent, Percentage Rent and Subtenants' Gross Receipts is prescribed by the Concession Redevelopment and Management Lease Agreement between the City of Chicago and Tenant dated as of __, 2011. As more fully described in the notes to the Schedule, the Schedule is based on the accrual basis method of accounting.

In our opinion, the Schedule referred to above presents fairly, in all material respects, the Gross Receipts, Guaranteed Rent, and Percentage Rent arising from the concession program in Terminal 5 at Chicago O'Hare International Airport of Westfield Concession Management, LLC for the year ended December 31, 20__ in conformity with the basis of accounting stated above.

This report is intended solely for the information and use of Westfield Concession Management, LLC and the City of Chicago and is not intended to be and should not be used by anyone other than these specified parties.

.,20.

1

Westfield Concession Management, LLC Schedules of Guaranteed Rent, Percentage Rent and Subtenants' Gross Receipts

For the Year Ended December 31, 20__

Contents

| | |
|--|---|
| Report of Independent Auditors..... | 1 |
| Schedule of Guaranteed Rent and Percentage Rent..... | 2 |
| Schedule of Subtenants' Gross Receipts..... | 3 |

EXHIBIT M

SUBTENANT SERVICE AND OPERATING PERFORMANCE STANDARDS

All items marked with an "*" denotes a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated liquidated damages shall not be applicable until 14 days after Tenant has provided Subtenant with written notice of its failure to comply and such failure to comply by Subtenant continues after such 14 day notice and cure period. These graduated liquidated damages are in addition to any other remedies available to Tenant under this Lease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Tenant or the City.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY "Street" Pricing:

1. Tenant will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is not in excess of one hundred and ten percent (110%) of prices for comparable products and services sold in major regional malls, shopping centers and complexes in the metropolitan Chicago area. Upon written notification by Tenant of a pricing discrepancy, Subtenant shall adjust prices to comply with the "street" pricing policy. Subtenants who fail to do so within 2 days of such notification shall be subject to liquidated damages identified herein until strict compliance has been achieved.
2. Subtenants shall participate in marketing campaigns designed to promote the "street" pricing message. Subtenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Subtenants will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Tenant. Customers shall be reimbursed by Subtenants as appropriate and provide evidence of such reimbursement to Tenant when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*

5. Graduated Liquidated Damages. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated liquidated damages system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$ 100.00/day until corrected. Second Violation: \$200.00/day until corrected. Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the liquidated damages will increased in \$100.00 increments. For example, on the fourth violation the daily liquidated damages assessed will be \$400.00 and on the fifth violation, the daily liquidated damages assessed will be \$500.00.

All liquidated damages assessed by Tenant shall be paid by Subtenants to Tenant within 10 days

Performance ODER a fi o aerating Standards

EXHIBIT L FORM OF MONTHLY /ANNUAL CERTIFIED STATEMENT WESTFIELD CONCESSION MANAGEMENT MONTHLY / ANNU

Airport: Month:

Year: 20

' • ;... Monthly .S-:::r.i:YirttjF"-:... :

Subtenant Gross Rece

| | | |
|-----------------------------|-----------|-----------|
| Food & Beverage | \$ | \$ |
| News & Gift | \$ | \$ |
| Duty Free | \$ | \$ |
| Specialty Retail | \$ | \$ |
| Total Gross Receipts | \$ | \$ |

GROSS REVENUE • BILLINGS/CASH RECMTD IV::

| | | |
|-----------------|------|------|
| Minimum Rent | 0.00 | 0.00 |
| Percentage Rent | 0.00 | 0.00 |
| Storage Rent | 0.00 | 0.00 |
| CAM | 0.00 | 0.00 |
| Marketing | 0.00 | 0.00 |

Total Gross Revenue 0.00 0.00

:rii:::r'y minimum annual guarantee

| | | |
|----------------------------|------|------|
| Minimum Annual Guarantee 0 | \$ | |
| Domestic Enplanements | \$ | 0.00 |
| International Enplanements | \$ | 0.00 |
| Enplanement Payment | 0.00 | 0.00 |

■ CITY PAYMENTS

Share

| | | |
|------------|------|------|
| AF P16.00% | 0.00 | 0.00 |
| AF P16.00% | 0.00 | 0.00 |
| AF P16.00% | 0.00 | 0.00 |
| AF P16.00% | 0.00 | 0.00 |

Less

TOT. 0.00 0.00

WESTI

Share

| | | |
|------------------|-------------|-------------|
| WF Amo0.00% | 0.00 | 0.00 |
| Total Cas | 0.00 | 0.00 |

THIRD PARTY PAYMENT

| Share | | |
|-----------------------|-------------|-------------|
| TPF Westfield | 0.00 | 0.00 |
| TPF Food and | 0.00 | 0.00 |
| TPF News & | 0.00 | 0.00 |
| TPF Duty Free | 0.00 | 0.00 |
| TPF Specialty | 0.00 | 0.00 |
| TPF Late Fee | 0.00 | 0.00 |
| TPF Liquidate | 0.00 | 0.00 |
| Total Cash Dis | 0.00 | 0.00 |

'IV-.-. WESTFIELD MANAGED PROGRAMS

Common Charges:

| | | |
|----------------------------------|------|------|
| Managed Program Marketing | 0.00 | 0.00 |
| Managed Program CAM | 0.00 | 0.00 |
| Managed Program Security Deposit | 0.00 | 0.00 |

Total Managed Programs **0.00** **0.00**

I certify to the best of my knowledge that this is a true and accurate statement of receipts and fees in accordance with the terms of the Lease.

Director of Finance __

Title Date

GM __

Title Date

Senior Accountant __

Title Date

Exhibit N Utilities Matrix

O'Hare Terminal S

UTILITY MATRIX WORKSHEET

3/3/2011

Location Information

Assumptions

| Space# | Tenant or Use | Level Arrivals, Departure, Mezz. | Pre 1 Post Security | Sq.Ft | Power Req'd (List) | Water Req'd (size) | Gas Req'd (size) | Hood Exhaust 1 Req'd | 'hone Req'd |
|----------|----------------|----------------------------------|---------------------|-------|--------------------|--------------------|------------------|----------------------|-------------|
| | New TSA Pass | Departures | TSA | 390 | 120/208V 3PH 100A | n/a | n/a | n/a | Yes |
| | Checkpoint | | Checkpoint | | | | | | |
| | Common Area | Departures | TSA | 390 | 120/208V 3PH50A | n/a | n/a | No | Yes |
| | Checkpoint | | Checkpoint | | | | | | |
| | Westfield Term | Mezz | Post Security | 390 | n/a | n/a | n/a | n/a | n/a |
| | Offices | | | | | | | | |
| | Toilet Rooms | Departures | Post Security | | existing to remain | existing to remain | n/a | No | n/a |
| NG-1 | Hudson News | Departures | Post Security | 2,479 | 277/480V 3PH 100A | No | No | No | Yes |
| NG-2 | Hudson News | Departure | Post Security | 730 | 277/480V 3PH50A | No | No | No | Yes |
| NG-3 | Hudson News | Departure | Post Security | 769" | 277/480V 3PH50A | No | No | No | Yes |
| NG-4 | Hudson News | Departure | Post Security | 552 | 277/480V 3PH50A | No | No | No | Yes |
| NG-5 | Hudson News | Arrivals | Pre Security | 1,200 | 277/480V 3PH50A | No | No | No | Yes |
| DF-1 | Dufry | Departure | Post Security | 1,800 | 277/480V 3PH50A | No | No | No | Yes |
| DF-2 | Dufry | Departure | Post Security | 2,010 | 277/480V 3PH50A | No | No | No | Yes |
| DF-3 | Dufry Boutique | Departure | Post Security | 950 | 277/480V 3PH50A | No | No | No | Yes |
| DF-4 | Dufry Boutique | Departure | Post Security | 1,000 | 277/480V 3PH50A | No | No | No | Yes |
| DF-5 | Dufry | Departure | Post Security | 548 | 277/480V 3PH50A | No | No | No | Yes |
| DF-6 | Dufry | Departure | Post Security | 754 | 277/480V 3PH50A | No | No | No | Yes |
| Retail 1 | | Departure | Post Security | 542 | 277/480V 3PH 50A | No | No | No | Yes |
| Retail 2 | | Departure | Post Security | 1,550 | 277/480V 3PH50A | No | No | No | Yes |
| Retail 3 | | Departure | Post Security | 728 | 277/480V 3PH 50A | No | No | No | Yes |
| Retail 4 | | Departure | Post Security | 265 | 277/480V 3PH50A | No | No | No | Yes |

| | | | | | | | | |
|--------------|------------------|---------------|---------------|-------------------|-------------------|---------------|-----|-----|
| Retail 5 | Departure | Post Security | 645 | 277/480V 3PH 50A | No | No | No | Yes |
| Retail 6 | Departure | Post Security | 588 | 277/480V 3PH 50A | No | No | No | Yes |
| Retail 7 | Departure | Post Security | 290 | 120/208V 3PH 50A | No | No | No | Yes |
| Retails | Arrivals | Pre Security | 210 | 120/208V 3PH50A | No | No | No | Yes |
| Speciality 1 | Departure | Post Security | 265 | 120/208V 3PH50A | | No | No | Yes |
| Food A | Departure | Pre Security | 626 | 277/480V 3PH 100A | Yes | Not Available | Yes | Yes |
| Food B | Departure | Pre Security | 626 | 277/480V 3PH 100A | Yes | Not Available | Yes | Yes |
| Future 1 | Departure | Post Security | 1,350 | 277/480V 3PH50A | | Yes | Yes | Yes |
| Future 2 | Departure | Post Security | 168 | 277/480V 3PH50A | | Yes | Yes | Yes |
| Future 3 | Departure | Pre Security | 1,400 | 277/480V 3PH50A | | Yes | Yes | Yes |
| Restaurant | Bar & Restaurant | Departure | Post Security | 1,800 | 277/480V 3PH 100A | Yes | Yes | Yes |
| Food 1 | Departure | Post Security | 700 | 277/480V 3PH 100A | Yes | Yes | Yes | Yes |
| Food 2 | Departure | Post Security | 705 | 277/480V 3PH 100A | Yes | Yes | Yes | Yes |
| Food 3 | Departure | Post Security | 310 | 277/480V 3PH50A | Yes | Yes | Yes | Yes |
| Food 4 | Departure | Post Security | 284 | 277/480V 3PH50A | Yes | Yes | Yes | Yes |
| Food 5 | Departure | Post Security | 272 | 277/480V 3PH50A | Yes | Yes | Yes | Yes |
| Food 6 | Departure | Post Security | 1,080 | 277/480V 3PH 100A | Yes | Not Available | Yes | Yes |
| Food 7 | Departure | Post Security | 1,175 | 277/480V 3PH 100A | Yes | Not Available | Yes | Yes |
| Food 8 | Departure | Post Security | 300 | 277/480V 3PH50A | Yes | Yes | Yes | Yes |
| Food 9 | Arrivals | Pre Security | 1,240 | 277/480V 3PH 100A | Yes | Yes | Yes | Yes |
| Food 10 | Arrivals | Pre Security | 2,140 | 277/480V 3PH 100A | Yes | Yes | Yes | Yes |

Exhibit O Sustainable Airport Manual

after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand new condition at all times.*
2. Subtenants shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called "grey market", "imitation" or "knock-off" products.*
3. Subtenants shall only be permitted to sell products or render services for which Subtenants have the right, whether by license or otherwise, to sell or render.*
4. Subtenants shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*
7. Graduated Liquidated Damages. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated liquidated damages system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$100.00/day until corrected. Second Violation: \$200.00/day until corrected. Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the liquidated damages will increase in \$100.00 increments. For example, on the fourth violation the daily liquidated damages assessed will be \$400.00 and on the fifth violation, the daily liquidated damages assessed will be \$500.00.

All liquidated damages assessed by Tenant shall be paid by Subtenants to Tenant within 10 days after written demand.

A. CUSTOMER SERVICE AND PERSONNEL

1. Subtenants shall continuously operate their business in their respective Premises during all Terminal concession service hours. Subtenants shall open or keep open the Premises for business upon 2 hours prior verbal notice from Tenant.*
2. The level of Subtenants' operating staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.

3. All operating staff and employees of Subtenants must wear nametags identifying the store and the first name of the person at all times.*
4. All operating staff, employees and other representatives of Subtenants must wear City issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All operating staff and employees of Subtenants shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Tenant or the City.*
6. All operating staff and employees of Subtenants shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All operating staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.
8. Subtenants must accept at least 2 nationally recognized credit cards for payment. Subtenants must provide all customers with a receipt for all purchases made. Subtenants shall offer shipping and gift wrap services (if appropriate for the type and size of the merchandise or product being offered) at cost. Subtenants must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*
9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Subtenants' operating staff and employees.*
10. All operating staff and employees must regularly participate in Tenant's training, including classroom and in-store training.*
11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.
12. Subtenants shall, within 24 hours of receipt of any customer complaint by Subtenants, forward a copy of the complaint to Tenant and Subtenants shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*
13. Subtenants' store manager or his or her designee, must be available, by telephone and such other communication device as Tenant may require, on a 24 hour per day, 7 day per week basis to respond to Tenant on day to day issues and in the event of emergencies.*
14. Graduated Liquidated Damages. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated liquidated damages system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$100.00/day until corrected. Second Violation: \$200.00/day until corrected. Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the liquidated damages will increased in \$100.00 increments. For example, on the fourth violation the daily liquidated damages assessed will be \$400.00 and on the fifth violation, the daily liquidated damages assessed will be \$500.00.

All liquidated damages assessed by Tenant shall be paid by Subtenants to Tenant within 10 days after written demand.

PREMISES CLEANLINESS AND APPEARANCE

1. Subtenants shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*
2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*
3. Any area occupied by Subtenants and all equipment and materials used by Subtenants shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Tenant and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*
4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*
5. All trash receptacles are adequate in number, not overflowing.*
6. Display cases shall be kept completely stocked with merchandise and attractive.
7. No merchandise shall be displayed outside of the Premises (nor in the Buffer) or on the floor at any time.*
8. Graduated Liquidated Damages. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated liquidated damages system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$100.00/day until corrected. Second Violation: \$200.00/day until corrected. Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the liquidated damages will increased

in \$100.00 increments. For example, on the fourth violation the daily liquidated damages assessed will be \$400.00 and on the fifth violation, the daily liquidated damages assessed will be \$500.00.

All liquidated damages assessed by Tenant shall be paid by Subtenants to Tenant within 10 days after written demand.

Specific Performance Standards for Food & Beverage Concessions:

1. Menu Boards are well maintained and easy to read.
2. Operating staff and employee uniforms are clean and complete.*
3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Subtenants shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof*
4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*
5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*
6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*
7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*
8. Condiments in a readily accessible area to patrons within the Premises which is well stocked, clean and organized at all times.*
9. Graduated Liquidated Damages. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated liquidated damages system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$ 100.00/day until corrected. Second Violation: \$200.00/day until corrected. Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the liquidated damages will increased in \$100.00 increments. For example, on the fourth violation the daily liquidated damages assessed will be \$400.00 and on the fifth violation, the daily liquidated damages assessed will be \$500.00.

All liquidated damages assessed by Tenant shall be paid by Subtenants to Tenant within 10 days after written demand.

Exhibit P

Tenant and Subtenant Insurance Requirements

INSURANCE REQUIREMENTS Chicago Department of Aviation Contractor Requirements for Work on Premise

The Subtenant must provide and maintain at Subtenant's own expense or cause to be maintained by their Contractor, the insurance coverages and requirements specified below, insuring all operations related to the Subtenant's Agreement and contract with its Contractor.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Subtenant's Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence (for airside access) and \$2,000,000 (for landside) for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a

primary, non-contributory basis.

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

Subtenant's Contractor is responsible for all loss or damage to City of Chicago property at full replacement cost that results from the Agreement.

4) Builders Risk

When Subtenant undertakes any construction, including improvements, betterments, and/or repairs, the Subtenant must provide or cause to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. The City of Chicago is to be named as an additional insured and loss payee.

5) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with the Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. ADDITIONAL REQUIREMENTS

The Subtenant must cause its Contractor to furnish the City of Chicago, Department of Aviation, O'Hare Airport, 10510 West Zemke Road, Chicago, Illinois 60666 and to the Tenant (___) original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. The Subtenant's Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form, a copy which is attached hereto as Exhibit E (or other form acceptable to the City prior to execution of Agreement and the start of work. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from the Subtenant's Contractor is not a waiver by the City of any requirements for the Subtenant's Contractor to obtain and maintain the specified coverages. The Subtenant's Contractor must advise all insurers of the provisions of the Agreement regarding insurance. Non-conforming insurance does not relieve the Subtenant's Contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance 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 the Subtenant's Contractor.

The Subtenant's Contractor 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 representatives. The coverages and limits furnished by the Subtenant's Contractor in no way limit the Subtenant Contractor's liabilities and responsibilities specified within the Agreement documents or by law. Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Subtenant's Contractor under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification

language herein or any limitation placed on the indemnity therein given as a matter of law.

If Subtenant's Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Subtenant must require their Contractors to provide the insurance required herein, or Subtenant may provide the coverages for the Contractors. The Contractors are subject to the same insurance requirements of the Subtenant unless otherwise specified herein.

If Subtenant's Contractor desires additional coverage, the Subtenant's Contractor are responsible for the acquisition and cost of such additional protection.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Division maintains the right to modify, delete, alter or change these requirements.

INSURANCE REQUIREMENTS Chicago Department of Aviation Concession Redevelopment and Management Lease Agreement Chicago O' Hare Airport - Terminal 5 (Subtenant's Requirements)

Subtenant must provide and maintain at Subtenant's own expense during the term of the Lease and during the time period following expiration or termination if Subtenant is required to return to the Premises and perform any additional work or services, and until each and every obligation of the SubTenant contained in this Lease has been fully performed, the insurance coverages and requirements specified below, insuring all operations under this Lease.

A. INSURANCE TO BE PROVIDED BY SUBTENANTS

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, 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 \$100.000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2.000.000 per occurrence for bodily injury, personal injury, and property damage liability, (and if applicable, \$5.000.000 for airside access and \$10.000.000 for runway access) Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent), host liquor liability (if applicable). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under this Lease.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with this Lease, Subtenant must provide Automobile Liability Insurance with limits of not less than \$1.000.000 per occurrence for bodily injury and property damage, (and if applicable, \$5.000.000 for airside access and \$10.000.000 for runway access) The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Property

Subtenant must maintain All Risk Property insurance for the Leased Space including improvements and betterments in the amount of their full replacement cost. Coverage extensions must include Business Income and extra expense. The City of Chicago is to be named as an additional insured and loss payee, as their interests may appear.

Subtenant is responsible for all loss or damage to personal property (including but not limited to material, equipment, tools, fixtures and contents) of Subtenant.

5) Liquor Liability

When applicable, Subtenant must maintain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from this Agreement or Subtenant's operations under this Lease.

6) All Risk Builders Risk

When Subtenant undertakes any construction, including improvements, betterments, and/or repairs, Subtenant must provide or cause to be provided, All Risk Builders Risk Insurance to cover materials, supplies, equipment, machinery and fixtures that will be part of the permanent facility or project. The City of Chicago is to be named as loss payee as it interests may appear.

B. ADDITIONAL REQUIREMENTS

Subtenant must furnish the City of Chicago, Department of Aviation, O' Hare Airport, 10510 West Zemke Road, Chicago, Illinois 60666, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease. Subtenant must submit evidence of insurance on the City of Chicago Insurance Certificate Form, a copy which is attached hereto as Exhibit E (or other form acceptable to the City prior to execution of Lease. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the City to obtain certificates or other insurance evidence from the Subtenant constitutes an Event of Default and does not relieve Subtenant from any liability under the Lease and is not a waiver by the City of any requirements for the Subtenant to obtain and maintain the specified coverages. Subtenant must advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance does not relieve the Tenant of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Lease, and the City retains the right to stop work until proper evidence of insurance is provided, or the Lease may be terminated. Payments made by the City regarding the premiums for the insurance become an additional obligation of Subtenant, as Additional Rental to be paid under this Lease, to be repaid in full to the City, payable on demand, with interest at the Default Rate.

The insurance 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 the Subtenant.

Subtenant 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 representatives.

The coverages and limits furnished by the Subtenant in no way limit the Subtenant's liabilities and responsibilities specified within the Lease documents or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Tenant under the Lease.

The required Insurance to be carried is not limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If Subtenant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Subtenant must require Contractors to provide the insurance required herein, or Subtenant may provide the coverages for Contractors. The Contractors are subject to the same insurance requirements of the Subtenant unless otherwise specified herein. If Subtenant desires additional

coverages, Subtenants are responsible for the acquisition and cost of such additional protection: Notwithstanding any provisions in the Lease to the contrary, the City of Chicago Risk Management Division maintains the right to modify, delete, alter or change these requirements.

C. ADDITIONAL REQUIREMENTS

Tenant and Contractor must furnish the City of Chicago, Department of Aviation, O' Hare Airport, 10510 West Zemke Road, Chicago, Illinois 60666, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease. Tenant and Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form, a copy which is attached hereto as Exhibit E (or other form acceptable to the City prior to execution of Lease. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the City to obtain certificates or other insurance evidence from the Tenant and Contractor is not a waiver by the City of any requirements for the Tenant and Contractor to obtain and maintain the specified coverages. Tenant and Contractor must advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance does not relieve the Tenant and Contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Lease, and the City retains the right to stop work until proper evidence of insurance is provided, or the Lease may be terminated. The insurance 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 the Tenant and Contractor.

Tenant and Contractor 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 representatives.

The coverages and limits furnished by the Tenant and Contractor in no way limit the Tenant's and Contractor's liabilities and responsibilities specified within the Lease documents or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Tenant and Contractor under the Lease.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If Tenant and Contractor are joint venture or limited liability companies, the insurance policies must name the joint venture or limited liability company as a named insured.

Tenant must require Contractor to provide the insurance required herein, or Tenant may provide the coverage for Contractor. Tenant's Contractor is subject to the same insurance requirements of the Tenant unless otherwise specified herein.

If the Tenant and Contractor desire additional coverages, Tenant and Contractor are responsible for the acquisition and cost of such additional protection.

Notwithstanding any provisions in the Lease to the contrary, the City of Chicago Risk Management Division maintains the right to modify, delete, alter or change these requirements.

Builders Risk

When Tenant undertakes any construction, including improvements, betterments, and/or repairs, Tenant must provide or cause to be provided. All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: right to partial occupancy, material stored off-site and in-transit, boiler and machinery, earth movement, flood, water including overflow, leakage, sewer backup or seepage, utility services, collapse, debris removal, faulty workmanship or materials, testing, mechanical-electrical breakdown and other consequential loss. The City of Chicago is to be named as an additional insured and loss payee.

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 of Chicago property at full

replacement cost that results from the work.

Professional Liability

When any architects, engineers, construction/project managers or other professional consultants perform work in connection with this Lease Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (3) years.

Subcontractors performing professional services for the architect, engineer or consultant must maintain limits of not less than \$1,000,000 with the same terms herein.

Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the recreation and reconstruction of such records.

Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided or cause to be provided, covering bodily injury, property damage and other losses caused by pollution conditions that arise from the work performed with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work under the Agreement. 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.

INSURANCE REQUIREMENTS Chicago Department of Aviation Concession Redevelopment and Management Lease Agreement Chicago O' Hare Airport - Terminal 5

Tenant must provide and maintain at Tenant's own expense or cause to be maintained, during the term of the Lease and during the time period following expiration or termination if Tenant is required to return to the Premises and perform any additional work or services, and until each and every obligation of the Tenant contained in this Lease has been fully performed, the insurance coverages and requirements specified below, insuring all operations under this Lease.

A. INSURANCE TO BE PROVIDED BY TENANT

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, 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 \$1,000,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability, (and \$10,000,000 for runway access). Coverages must include the following: All premises and operations, products/completed operations, independent contractors, host liquor liability (if applicable), separation of insured, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services under or in connection with this Lease.

Subcontractors performing work for the Tenant must maintain limits of not less than \$5,000,000 for access to airside and \$2,000,000 for landside with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with this Lease, Tenant must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage, (and \$10,000,000 for runway access). The City of Chicago is to be named as an

additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Tenant must maintain limits of not less than \$5,000,000 for access to airside and \$2,000,000 for landside with the same terms herein.

4) Professional Liability/Errors and Omissions

When any Program /Project Managers, Construction Management professionals or any other professional consultants perform work or services in connection with this Lease, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than 5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work or services in connection with the Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of 3 years.

Consultants performing work or services for the Tenant must maintain limits of not less than \$1,000,000 with the same terms herein.

5) Valuable Papers

When any plans, designs, drawings, specifications, media, data, reports, files, leases, records, and other documents are produced or used under this Lease, Valuable Papers Insurance must be maintained in an amount to insure against any loss, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) Blanket Crime

Crime Insurance or equivalent covering all persons handling funds under this Lease, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fund transfer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies, collected, received and in the possession of Tenant at any given time.

7) Property

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

B. INSURANCE TO BE PROVIDED DURING CONSTRUCTION

The Tenant must provide and maintain or cause their Contractor to maintain the insurance coverages and requirements specified below, insuring all operations related to the Tenant's lease and to the Tenant's contract with its Contractor.

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Lease Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) 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 of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$5,000,000 for access to airside - (\$10,000,000 for runway access) and \$2,000,000 for landside, with the same terms herein.

3) 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 \$10,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing professional services for the Contractor must maintain limits of not less than \$5,000,000 for access to airside - (\$10,000,000 for runway access) and \$2,000,000 for landside, with the same terms herein.

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Richard M. Daley Mayor
Rosemarie S. Ando Ono Commissioner

Merchant Handbook O'Hare International Airport

Richard M. Daley, Mayor
Rosemarie S. Andollno,
Commissioner of Aviation

DEPARTMENT OF AVIATION

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[Chicago Department of Aviation (CDA)]

Chicago Department of Aviation (CDA) Location;

Chicago Department of Aviation

O'Hare International Airport Aviation Administration Building 10510 W. Zemke Road, Level 2 Chicago, IL 60666

{Use for all common carriers such as Fed Ex}

CDA Mailing Address (US mail only):

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

Cortez Carter, Managing Deputy Commissioner of Real Estate, Planning and Concessions

(773) 686-3531 (office) cortez.carter@cityofchicago.org (email)

O'HARE MERCHANT REFERENCE PHONE DIRECTORY

EMERGENCY 894-9111

Call in the event of any emergency at the Airport or to report a crime. 911 would forward all calls to this on-site number.

Note: All phone numbers are area code (773) unless otherwise noted.

Fire 894-9111

Ambulance 894-9111

Hazardous Materials 894-9111 Fumes, chemical spills, etc.

O'Hare Police 686-2385 Call for all non-emergency assistance including to report lost & found, theft, robbery, suspicious activity, homeless, non-badged employees, or general information.

Police CAPS Program 686-8944 Use this number to reach your "neighborhood" beat officer to report suspicious activity or to meet with an officer regarding concerns.

Crimestoppers 800-422-3489 Employees may use this tip line to alert the police to suspicious activity by other employees within or outside of your company. You may leave your name for a possible reward, or leave an anonymous tip.

Concessions Management Company

Unison Retail Management. As a merchant at O'Hare, Unison is your first contact for any problems or questions. You may also utilize the pager or home numbers of the operations staff listed at the front of this guide.

Utilities (H&R) 686-2248

Call for any emergency issue outside of your control related to electrical, plumbing, etc. This serves as a clearinghouse and is staffed on weekends and after hours. Use this number to report any safety problems - especially after hours.

ID Badging 686-6487 Typically retailers should call Unison before reporting any problems to the ID Badging Office.

Security Access 894-5367 Call if your green badge is not working at a swipe pad for which you are approved. Press the intercom at the door or call the above number.

Maintenance/Janitorial 686-2222 Call to report any janitorial problem outside your space (i.e. large spill in terminal, dirty washroom, etc.) during regular business hours. After hours, call H&R above.

Locksmiths

The airport does not provide this service. The following are familiar with O'Hare. You are welcome to call your own.

Anderson Lock 847/296-1157

Goldilocks 708/453-1075

Office - 894-3900 Fax - 894-3910

General O'Hare Information 686-2200 Operators are on duty to provide answers to general questions that arise.

Customer and Employee Service Hotline

800-832-6352

Call from any location to report customer service issues.

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CUSTOMER SERVICE REFERENCE GUIDE

Listed below are a variety of services that are available to passengers and employees at O'Hare International Airport. Please be certain you are familiar with these services and utilize this guide when presented with a question. If you are unsure of the answer, refer to the Information Booth numbers on page 5.

O'Hare Customer Service Hotline

(800) 832-6352

Please direct employees or customers to this hotline with complaints, compliments or to leave a message that will reach the senior staff of the Department of Aviation. Typically, O'Hare operators or voice mail will answer this line, but all messages do receive a response and are forwarded to the appropriate party for resolution.

Airline Club Rooms

Airline club rooms are located in the terminals. Call for hours of operation. International airline club rooms are in Terminal 5. Domestic locations are as follows:

Air Canada

Shares with United in the F4 club. See below.

American Airlines - Admirals Clubs

T3 between H/K - 686-4097 Near gate G7-894-8118

Continental Airlines

Shares with Northwest near gate E4 985-0009

Delta Airlines

Crown Room - T3 near gate L2 686-8627

Northwest Airlines

World Club - T2 near gate E4 686-5555

United Airlines - Red Carpet Clubs T1 near gate B7 - 601-3283 T1 near gate B22 - 601-3070 T1 near gate C16 - 601-3583 T2 near gate F4 - 601-1953

Airport Transit System (ATS)

The ATS is a FREE light-rail, intra-airport transit system with 24-hour-a-day service between Terminal 1,2,3 and 5 and long-term parking lot E. The ATS boards near the ticket counter (upper/main level) of each terminal. Large, green vertical banners identify it. Customer suggestion line (773) 462-0400.

Automated External Defibrillators (AED) The Chicago Airport System has installed the first public access defibrillator program in the world, entitled the Chicago HeartSave program. AED is a small, portable, user-friendly device that analyzes the heart rhythm and, if necessary, delivers a shock to restore an effective heartbeat. The AEDs are strategically placed within a one-minute walk from any point. They are housed in cabinets that are directly linked to the City's emergency medical services. By opening a cabinet, the airport's emergency communication centers are notified and the Chicago Fire, Police and Security departments are immediately dispatched.

Automated Teller Machines

ATMs are located throughout the airport. Locations are as follows:

Terminal 1:

Concourse B near the UAL Customer Service Center and ticketing area.

Concourse C near the UAL Customer Service Center.

Terminal 2:

Terminal Building - through the security checkpoint to the right, near Johnny Rockets. E/F Apex area
Lower Level - Baggage Claim

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CUSTOMER SERVICE REFERENCE GUIDE- CONT'D

Rotunda:

At the intersection of Concourse G, under the stairway.

Terminal 3:

Outside H/K main security check-point, near monitors. In the Terminal Building past security - pass through security and turn to your right -across from Chili's.

Concourse H across from the food court and Concourse L.

Terminal 5:

Upper Level - near restrooms, outside the food court.

Lower Level - next to the foreign currency exchange, near McDonald's.

ATMs are open 24 hours a day. If a customer loses a banking card, he/she should call his/her own bank to report it lost.

Baggage Claim

As a general rule, baggage claim is located in the lower level of the same terminal into which the passenger landed. This is sometimes confusing. American Eagle baggage is sent to T3, although G Concourse may appear to be in T2. There is one exception: United and United Express baggage from passengers landing in T2 goes to T1. This is so that the bags can be serviced by the parent airline. To search for lost luggage, consult the specific airline baggage office in the lower level.

Banking

Seaway Bank has a full service bank in the east end of Terminal 2. Services include individual and commercial checking and savings accounts, direct deposits, traveler's checks, and payroll check cashing (Airport employees only).

Bus/Shuttle Center

The Bus/Shuttle Center is on the ground floor of the main parking garage across from the Hilton. Five types of vehicles pick up at this location:

1. Regional buses;
2. PACE buses;
3. Hotel courtesy shuttles;
4. Off-site parking; and
5. Off-site rental car shuttles.

Passengers should follow the red and blue signs through the pedestrian tunnel to the Bus/Shuttle Center. On-site rental car shuttles (Avis, Alamo, Dollar, Enterprise, Hertz, Budget, National, and Thrifty) pick up their customers on the inner-core roadways. Hotel shuttles for which customers pay (Airport Express) also pick up on the inner-core roadway.

Business Centers

There is a business center in the Hilton. In addition, some airline clubs also offer service to members.

Chapel (Inter-denominational)

The chapel is located in the mezzanine level of Terminal 2. It is open 24 hours, with a chaplain available for emergencies. Call (773) 686-2636 for service schedules.

Chicago Police Department

See Police Department.

Chicago Transit Authority (CTA)

The CTA Blue Line operates 24 hours a day from O'Hare to downtown. The basic fare is \$2.00/person, second ride with the purchase of transfer \$.25, the third ride is free (with misc. special rates). The station is located in the pedestrian tunnel below Terminal 2. Access by taking escalators/elevators down from baggage claim in Terminals 1, 2, and 3 and follow the signs for "Trains to the City". O'Hare to downtown is approximately a 40-45 minute ride. For schedules or other information, call (773) 836-7000.

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CUSTOMER SERVICE REFERENCE GUIDE - CONT'D

Clear Channel 312/475-3500 Clear Channel holds the advertising contract with the City. Use this number to inquire about costs of advertising, and to report problems with the advertising signage located throughout the Airport.

CNN 847/875-3686 or

847/878-5024 The televisions in the hold rooms and on the Flight Information Display (FID) boards are operated by Cal Communications. To report problems with the screens you may contact either of above numbers.

Crimestoppers 800-422-3489 The Chicago Police Department operates this program, which allows employees

to report concerns regarding other airport employees on an anonymous basis. Rewards are offered for tips that lead to an arrest.

Currency Exchange

There is a currency exchange in the lower level of the Hilton but none in the airport. It is open from 8:30-5:00 Monday through Friday. The currency exchange offers check cashing, sells CTA transit and token cards, money orders and other services. (773) 686-0180. This is not a foreign currency exchange.

Disabled Passenger Pick Up/Drop Off

Inform the airlines at the time reservations are made of the need for this service. Air Serve provides this service for United Airlines in T1 and T2. To reach Air Serve directly, call the general information number at (773) 601-3711. Service for the airlines in T2 is available at the curb at the front of the terminal and is provided by the individual airlines. In Terminals 3 and 5, Prospect Airport Services is the service provider and can be reached at (773) 686-7561 for general information. If a passenger has questions, refer him or her to a ticket counter.

Duty Free Shops

Duty Free shops sell tax-free merchandise to international boarding passengers only. Purchases are made in shop and delivered to the passenger's gate just prior to boarding. Domestic terminal shops are located in Terminal 1, Concourse B near the escalator to Concourse C; In Concourse C near gate C18; in Terminal 3 near gate K7. A kiosk is located in Terminal 2 near gate E1 (Air Canada). Duty free shops are open 1-2 hours prior to international flights. In the International Terminal the main duty free shop is located just prior to the security checkpoint.

Foreign Currency Exchange

Exchange counters are in Terminal 3, near gate K11 and in Terminal 5, lower level by McDonald's and on the upper level beyond departures security. Both are open 9am-8 pm. Seaway Bank in Terminal 2 also offers exchange services. Mobile carts are sometimes available at international gates in Terminals 1, 2 and 3. Call (773) 686-7965.

Ground Transportation

Ground transportation via taxi or pre-arranged service is accessed via the lower level by baggage claim. Taxicabs, on-airport rental cars and Airport Express are in the first lane. Limousines and pre-arranged suburban cabs are in the center lane. Information boards are posted in the lower levels for local hotel shuttle buses and limousine services. Information booth personnel have phone numbers and service zones for all transportation companies.

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CUSTOMER SERVICE REFERENCE GUIDE - CONT'D

The Bus/Shuttle Center (see above) services all regional buses, PACE buses, hotel courtesy shuttles, off-site parking shuttles, and off-site rental car shuttles. Information is listed across from Door C. Phone numbers and service zones are listed for all companies.

Health Club and Tanning Salon

The O'Hare Hilton (attached to the airport at T2 near the CTA Passenger Tunnel), operates a high-quality health club facility. Its features include new Nautilus equipment, steam room, sauna, full service locker rooms, free weights, 220 watt Sun Capsule tanning beds, and a 15' x 40' lap pool. Licensed therapists offer massage therapy. The fees for the pool, workout room, sauna, whirlpool, and aerobics are \$10 per day for Hilton customers and non-customers, and \$8 per day for airport employees.

The Club's hours are 4:30am to 11pm Monday through Friday, and 6am to 10pm Saturday and Sunday. For more information call (773) 601-1723. Fees are subject to change.

Hotel

The O'Hare Hilton is attached to the airport via the pedestrian tunnel below Terminal 2 or across the roadway from Terminal 2. Call (773) 686-8000 for reservations or information.

Hotel Courtesy Buses

See Bus/Shuttle Center.

Homeless Issues

Located in the CTA Passenger Tunnel, O'Hare Outreach is an on-site advocate for the homeless. Call (773)

686-6480 for information.

Information Centers

Visitor information centers are in the baggage claim levels of Terminals 1, 2 and 3, and on the upper level of T5. Booths are staffed during a large percentage of airport operating hours. Many information representatives are multi-lingual. Information regarding the Airport and the Chicagoland area is available along with maps and brochures. Retailers should also feel free to call these lines for information.

Terminal 1 (773) 894-7045

Terminal 2

No number available

Terminal 3 (773) 894-7047

Terminal 5 upper level (773) 894-2008

Terminal 5 lower level 773-894-2185

International Terminal

International Terminal 5 serves many international departures and all international arrivals/customs. Terminal 5 is accessed by the ATS light rail service. One may not walk from the domestic to the international terminal. The departures area offers a food court, which includes Lou Mitchell's, Gold Coast Dogs, Pizzeria Uno, McDonald's and Parades Sports Bar. There is also a news/gifts shop, duty free shop and a gift shop in the departures area. On the lower level arrivals, the international terminal offers McDonald's, Seaway Bank (foreign currency exchange), a yogurt and snack shop, a news/gifts stand and a sports bar.

The designated rendezvous spot is in arrivals of the International Terminal. The terminal is served by parking lot D. For International Terminal information, call (773) 894-2185 or (773) 894-2008.

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CUSTOMER SERVICE REFERENCE GUIDE - CONT'D

Limousine Service

Limousines pick up on the lower level of each terminal at the arrivals area. Phone numbers for reserving a limousine are listed on the prearranged ride board in the middle of each arrivals area.

Lost and Found

For lost and found, call the Police at (773) 686-2385. If a passenger left an item on the plane or in a gate area, call the specific airline (phone numbers listed later in Airline Phone Directory).

Luggage Carts

Passengers may rent Smarte Carte luggage carts for \$2.00 in all domestic terminals. These are not to be used by retail employees for deliveries.

Medical Center

The University of Illinois at Chicago (UIC) Medical Center is located in the east end of Terminal 2. It is open from 7:00am until 7:00pm weekdays and 9:00am to 5:00pm weekends and holidays. The UIC Medical Center is staffed by emergency physicians and occupational medicine physicians, and provides emergency and occupational care to O'Hare Airport. Other services offered are X-ray services, diabetes screening, EKG testing, immunizations, employee physical exams, and drug and alcohol screening. For more information or to schedule an appointment call (773) 894-5100.

Medical Emergencies

Paramedics are dispatched to handle medical emergencies. If your employee or a passenger is in distress, call (773) 894-9111 for an ambulance. If the patient refuses to leave in an ambulance but still appears to need care, the University of Illinois-Chicago operates a medical center in Terminal 2. See above.

Parking

Passenger parking is charged by the hour, the first 10 minute at no charge. Range is from 1-24 hours. Short-term parking rates in Lots A, B or C range from \$2-\$30; D Lot (international) ranges from \$2-\$50. Long-term parking rates in Lots E, F and G range from \$2-\$16. Level 1 Garage rates range from \$2-\$50. Rates are subject to change.

Parking - Valet Service

Passenger valet parking is available. Valet parkers enter the main parking garage on level 1 and choose to park either near Terminal 1 (United) or Terminal 3 (American). Rates are \$10 for the first hour and \$45 per day. The parking garage offers a variety of complimentary services to assist people in need. If someone in the garage needs assistance, push the red button at the Elevator Center, or call Customer Service at (773) 686-2853 or (773) 686-7530.

Police Department

Call (773) 894-9111 for emergencies, or (773) 686-2385 for non-emergencies. The CAPS program can be reached at 686-8944. Officers are stationed at information kiosks, which are located in each terminal. (See Security/Safety).

Regional Bus Service

See section on Regional Transportation later in the manual for bus information. Regional bus service booths are located in the Bus/Shuttle Center (See Bus/Shuttle Center earlier in this section).

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CUSTOMER SERVICE REFERENCE GUIDE - CONT'D

Rental Cars

The counters for Alamo, Avis, Budget, Dollar, Enterprise, Hertz, National, and Thrifty are located in the lower level baggage claim of every domestic terminal. These companies pick up customers on the outer roadway of the lower level. Other rental agencies run off-site services. Shuttle buses for off-site rental agencies pick up at the Bus/Shuttle Center. In T5, proceed to the rental car bus zone (door 5B). There are no counters in T5.

Taxi Cab Service

Taxis are available on the lower level roadway of each terminal. Follow the signs to the taxicab booth and a Ground Transportation Monitor will assist the traveler and answer any questions they may have regarding fares, directions, etc. An average fare from O'Hare to downtown Chicago should be \$30-35. Share-A-Ride service is offered to downtown Chicago for a flat rate of \$19 per person. Customers must pre-arrange for suburban cab company services.

Teletext Phones

Teletext (TT) Phones for the hearing impaired are in each building and on every concourse. They are also adjacent to the airport information booths in the three domestic terminals (lower level) and the international terminal (T5) outside of the Customs area. TT Phones are available 24 hours a day. All calls within the (773) area code are coin operated. For calls outside the (773) area code, please contact the TT operator.

Transportation

See Ground Transportation.

Travelers Aid

Located in the Terminal 2 Building across from the Children's Museum. Travelers Aid provides information, directions and special assistance to travelers. Hours are 8:30am -9:00pm, Monday through Friday and 10:00am - 9:00pm on Saturdays and Sundays. For information or to arrange after hours assistance, call (773) 894-2427. Travelers Aid also has a kiosk located landside in the lower level of Terminal 2, manned with volunteer staff when available. When unmanned, a phone number is available for the main office.

UIC Medical Center at O'Hare

See Medical Center.

USO

The USO offers a variety of services including free refreshments, information and referrals for ACTIVE MILITARY PERSONNEL and their dependents. It is located in Terminal 2 outside security on the mezzanine level above the ticket counters. Hours are Sunday through Friday 9:00am-11:00pm and Saturday 9:00am-5:00pm. Discounts are offered to military personnel in some concession locations. Information is available in the USO. Call (773) 686-7396.

Wheelchair Assistance

See Disabled Passenger Pick Up/Drop Off on page 4.

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O'HARE MERCHANT REFERENCE GUIDE All numbers listed have 773

area codes unless otherwise indicated.

GENERAL INFORMATION

General O'Hare Information

Unison Retail Management (Concessions Manager - Domestic Terminals)

Customer Service

Medical Emergency Hotline

Chicago Aviation Partners (T5 Concessions)

Chicago Police Department CAPS Program Tactical Team

Lost & Found Chicago Police TSA OATS

(In public areas of the terminal) (At security checkpoints) (On the Airport Transit System) Standard Parking (In the parking facilities)

In the food service location

686-2200 894-3900

800/832-6352

894-9111

894-9595

686-8944 686^800

686-2385 894-8760 601-1817 686-7532 686-6148

Near ticket counters, gate area, on an airplane call individual airline After Hours Trades & Maintenance (H & R) 686-2248

686-3700

Media Inquiries (Refer all inquiries to DOA)

Promotions

Real Estate

686-3555 686-3726

CUSTOMER SERVICE

Customer Service Auto Pound Chapel CTA Info

Currency Exchange Foreign Currency

Ground Transportation Hilton Hotel Lost Luggage Metre

Terminal 2 Terminal 3 Terminal 5

800/832-6352

694-0990 686-2636 888/968-7282 686-0180 462-9966 462-9976 462-9971 686-8040 686-8000 call individual airline 312/322-6777

Medical Center

O'Hare Communication Center

Operators

Pace

Paging Service Smarte Carte Seaway Bank

Standard Parking Traveler's Aid TTY USO

U.S. Customs

Terminal 2 Terminal 5

Terminal 2

Terminal 2

894-5100 894-5000 686-2200

847/364-7223 686-2200

800/328-9006 462-9966 462-9973 686-7530 894-2427 601-8333 686-7396 894-2900

Barbara's Bookstore

SHOPS

B10 Store C18 Store E4 Store G Store H1 Store H/K Apex

686-1099 462-9012 686-0846 686-1530 686-0985 462-9122

Brookstone
Chicago News & Gifts Field Museum
C11 Kiosk F4 Store T3 Store
T5 Store
B Kiosk T3
601-8191 462-0182 462-9201
894-7176
462-9465 462-9466
Harley Davidson Hoypoloi Gallery Hudson News & Gifts InMotion
Landau
Liberty Duty Free
T3
B73
Main Office
B Store T3 Store
H/K Apex •Hilton Store
Office
T1B
T1C
T2 Kiosk T3 Store
686-4886
462-0707
686-7539
462-9454 462-9456
462-0020 462-7085
894-3499 601-8612 894-3495 894-3482 686-9503

Mindworks

T5 Store
9

894-7223

SHOPS - con't.

Mont Blanc Oakley
Spirit of the Red Horse Sunglass Hut
Talie
World Duty Free Americas
B7 Store
B8 H1
C Kiosk
B9 Kiosk F Store H/K Passth
T3 Kiosk
Office T5 Store T5-East Store T5-East Kiosk T5-West Cart
462-9000
686-9330 462-9115
686-1820
686-9314 686-9121 462-9895
686-4944
894-4564 894-3580 894-3567 686-0726 686-0132

FOOD and BEVERAGE

America's Dog Argo Tea Cafe Auntie Anne's Pretzels
BJ's Market & Bakery Berghoff Cafe
Billy Goat's Tavern Brioche Doree

Burrito Beach /B Smooth Cafe Zoots Chili's Bar & Bites
C
T3
C
E/F Kiosk K15
C26 Restaurant
C Food Court
T1
C20
F10
Rotunda K15
H/K Food Court
C Food Court
B14 Restaurant G10 Restaurant F4 Restaurant T3 West Restaurant
663-4175
894-7602 894-4616
686-6920
601-9180
462-9370
462-0190
686-2743
686-8492 696-7702 686-6126 686-6926
Ciao Gourmet Market
T11L
10

FOOD and BEVERAGE - con't.

Cibo Market Express
Cinnabon Store Corner Bakery
Dunkin' Donuts Eli's Cheesecake Facades Liquor Bar Fox Sports Bar & Grill
Galileo Bar Garrett's Popcorn
Gold Coast Dogs
Goose Island
Great American Bagel
Host Marriott Offices
Hot Dog Express
Jamba Juice
Jazz Bar
Johnny Rockets
La Tapenades Mediterranean
Lou Mitchell's Deli
T2 T3
G5 Deli
C Kiosk
K Food Court
Rotunda
H/K Food Court
B10
K15
E Restaurant L Restaurant
B20
B8 T3
Rotunda L4

T5 Store
C6 E18
B Store Rotunda T3 East H Store

Office

E4
B7
C Food Court T2
Cafe B5
T5 Restaurant
462-9824 462-9823
686-8480
686-7704 686-6920 686-6188
462-1133
601-8472
686-6105 686-8472
686-2090 686-2080
462-9942 462-7700 462-0125

N/A

686-6141
686-1900 686-1848 686-0663 686-0000
686-6180
686-2746
686-5859
601-8473
686-6117
686-6154
601-8989

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FOOD and BEVERAGE - con't.

McDonald's Franchisees Lott McDonald's

Mendez McDonald's Marichu Wok

Nuts on Clark

O'Brien's Restaurant O'Hare Bar & Grill Parades Bar

Pizzeria Uno Pizzeria Uno to Go Prairie Tap Quiznos

Romanos Macaroni Grill Reggio's Pizza

Rock y Mountain Chocolate

Rush St. Liquor Bar

Saladworks

Skybridge

Smooth King/The Grove

B12 Restaurant C08 Restaurant E/F Restaurant L Restaurant T5 Upper Level T5 Lower Level

H Restaurant K Restaurant H/K Food Court

C Food Court

Rotunda

H/K Food Court

T1C T2

H/K Food Court

Rotunda

T5 Upper Level T5 Lower Level

T5 Restaurant.

E3
H/K Food Court
B11 T2
K3
C Food Court H/K Food Court
B14 H5
H14
C Food Court F8 Restaurant B6
686-1130 686-1540 601-9007 601-9000 894-3439 894-3430
686-1161 686-1176 462-0123
686-2713 686-2714 686-2715
686-0404 686-0304
462-0700
686-6700
462-0132 462-0611
894-8667
686-6165
686-8493 686-6182
686-1053
686-0155 686-0117
894-3480 894-3493
601-8478
686-2711
686-2744
894-3543
12

FOOD and BEVERAGE - con't.

Starbuck's Coffee
TCBY
Unos Pizza/Chicago Hot Dog Waterworks Windy City Yogurt Wolfgang Puck
B5
B9 Deli B12
T1 - Baggage C1 Kiosk C31 Kiosk T2 Building F7 Kiosk G Lower Level T3 West T3 Lower Level H5 Deli H13
Kiosk K Food Court H/K Food Court K15
L Concourse B18
Rotunda C6
Rotunda
T5 Lower Level
B6 Cafe K12Cafe T3 Restaurant
686-6120 686-6175 686-1333 686-8497 686-8496 686-6182 686-6197 686-3009 686-8476 686-0622 686-
7701 686-6179 686-6920 686-6165
686-6139
686-2745
N/A
N/A
894-3437
686-6154 686-7934 686-6134

SERVICES

Backrub Hub Chapel
Hilton Business Center Illinois Lottery

Shoe Hospital
T3 Kiosk
T2 Mezzanine
T2 Lower Level
B10 Kiosk T2 Building T3 Building
B10 C1 C23 T-3
601-0630
686-2636
601-1743
N/A N/A N/A
312/922-7518
13

RETAIL CONCESSIONAIRES O'Hare Hilton Hotel

773-686-8000
Retailers
Landau Jewelry
ORD International Shop
Sports Edition
462-7085 601-0220 601-2512

Food

Andiamo Cafe Mecatto Gaslight Club
Services
(Call Hilton's general number) (Call Hilton's general number) 686-0200
Business Center
Hair Studio
O'Hare Dental Group
O'Hare Hilton Health Club
601-1743 462-7062 601-8900 601-1723
14

AIRLINE DIRECTORY

**Italics denotes airlines with international service that DEPARTS from domestic Terminals 1,2, or 3, but ARRIVES in Terminal 5.*

Terminal 1

Local/Paging

Reservations

Web Site

*All Nippon Airways *Lufthansa *United Continental

N/A

686-5809 601-3100 N/A

800/235-9262 800/645-3880 800/241-6522 800/525-0280

www.fly-ana.com <<http://www.fly-ana.com>>www.lufthansa.com www.unfitecl.com

<<http://www.unfitecl.com>>www.continental.com <<http://www.continental.com>>

Terminal 2

Local/Paging

Reservations

Web Site

Air Canada

Air Canada Jazz

Continental

Delta

Jet Blue

Mesa
United
United Express US Airways

Terminal 3

686-3636 N/A
985-0003 N/A N/A N/A
601-3100 601-3100 686-7171

Local/Paging

888/247-2262 888/247-2262 800/525-0280 800/221-1212 800/538-2583 800/637-2247 800/241-6522 800/241-6522 800/428-4322

Reservations

www.aircanada.com <<http://www.aircanada.com>>
www.aircanada.com <<http://www.aircanada.com>>
www.continental.com <<http://www.continental.com>>
www.delta.com <<http://www.delta.com>>
www.jetblue.com <<http://www.jetblue.com>>
www.mesa-air.com <<http://www.mesa-air.com>>
www.united.com <<http://www.united.com>>
www.unired.com <<http://www.unired.com>>
www.usairwavs.com <<http://www.usairwavs.com>>

Web Site

Air Choice One
Alaska
'American
American Eagle
**Iberia*

Spirit

N/A
894-8181 686-4477 686-4477 686-0858 462-7396
866/435-9847 800/252-7522 800/433-7300 800/433-7300 800/772-4642 800/772-7117
www.airchoiceone.com <<http://www.airchoiceone.com>>
www.alaskaair.com <<http://www.alaskaair.com>>
www.aa.com <<http://www.aa.com>>
www.aa.com <<http://www.aa.com>>
www.iberia.com <<http://www.iberia.com>>
www.spiritair.com <<http://www.spiritair.com>>

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AIRLINE DIRECTORY - con't.

Terminal 5

Local/Paging

Reservations

Web Site

Aer Lingus 686-7436
AeroMexico 462-9471
Air France 686-4531
Air India 686-1435
Alitalia 686-5930
All Nippon Airways N/A
Asiana Airlines N/A
Austrian Airlines N/A
British Airways 894-4005

Cayman Airways N/A
Japan Airiines 686-4583
KLM Royal Dutch 686-6071
Korean Air 686-2730
LOT Polish N/A
Royal Jordanian 686-1331
Scandinavian Airlines 686-5885 Swiss International Air Lines 686-7330
TACA Airlines 462-9026
Turkish Airiines 894-7102
USA 3000 N/A
Virgin Atlantic Airways N/A
800/474-7424
800/237-6639
800/237-2747
800/621-8231
800/223-5730
800/235-9262
800/227-4262
800/843-0002
800/247-9297
800/422-9626
800/525-3663
800/221-1212
800/438-5000
212/789-0960
212/949-0050
800/221-2350
877/359-7947
800/400-8222
800/874-8875
877/872-3000
800/821-5438
www.aerlinqus.com <<http://www.aerlinqus.com>>
www.aeromexico.com <<http://www.aeromexico.com>>
www.airfrance.com <<http://www.airfrance.com>>
www.airindia.com <<http://www.airindia.com>>
www.alitalia.com <<http://www.alitalia.com>>
www.flv-ana.com <<http://www.flv-ana.com>>
www.flvasiana.com <<http://www.flvasiana.com>>
www.austrian.com <<http://www.austrian.com>>
www.britishairwavs.com <<http://www.britishairwavs.com>>
www.cavmanairwavs.com <<http://www.cavmanairwavs.com>>
www.ial.com <<http://www.ial.com>>
www.klm.com <<http://www.klm.com>>
www.koreanair.com <<http://www.koreanair.com>>
www.lot.com <<http://www.lot.com>>
www.ri.com <<http://www.ri.com>>
www.flysas.com <<http://www.flysas.com>>

www.swiss.com <<http://www.swiss.com>>

www.taca.com <<http://www.taca.com>>

www.turkishairlines.com <<http://www.turkishairlines.com>>

[www.usa3000.com](http://usa3000.com) <<http://usa3000.com>>

www.virgin-atlantic.com <<http://www.virgin-atlantic.com>>

*AH international flights arrive in Terminal 5, regardless of departure terminal. The only customs facility is in Terminal 5.

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TRANSPORTATION

Car Rental

All car rental companies below pickup in Terminals 1, 2, 3 and 5. Passengers may take courtesy buses offered by rental companies.

Alamo/National Budget Rent-A-Car Enterprise National

800/327-9633 800/527-0700 800/867-4595 800/227-7368

Avis Dollar Rent-A-Car Hertz Thrifty

800/331-1212 800/800-4000 800/654-3131 800/847-4389

Off-site car rental agencies have information boards in, and courtesy shuttles from, the Bus/Shuttle Center (see page 3).

Airport and Regional Buses

Leaving from the Bus/Shuttle Center

Act II Transportation www.actiitransportation.com <<http://www.actiitransportation.com>>

800/769-8891

Quad Cities; Davenport, Iowa;

Service between O'Hare and Midway Airports

Coach USA/Tri-State/ United Limo www.coachusa.com <<http://www.coachusa.com>>

800/248-8747 / 800/833-5555 Crestwood, Rockford, IL; Highland, Gary Portage, Michigan City, Notre Dame South Beloit, South Bend Airport, IN;

Coach USA/Van Galder www.coachusa.com <<http://www.coachusa.com>>

800/747-0994

Rockford, IL; Janesville, Madison, South Beloit, WI;

Coach USA/Wisconsin Coach Lines www.coachusa.com <<http://www.coachusa.com>>

877/324-7767

Brookfield, Janesville, Kenosha, Racine Madison, Milwaukee, Waukesha, WI;

Express Air Coach www.expressaircoach.com <<http://www.expressaircoach.com>>

765/743-3120

Service between West Lafayette, IN; O'Hare Airport and Oak Brook, IL;

LEX Lincolnland Express www.lincolnlandexpress.com <<http://www.lincolnlandexpress.com>>

217/352-6682

Service from O'Hare Airport to Bloomington, Champaign, Joliet, Kankakee, IL; Indianapolis, IN; St. Louis, MO; Service from Midway also includes Chicago Ridge Mall and Matteson Town Center.

Peoria Charter

www.Peoriacharter.com <<http://www.Peoriacharter.com>>

800/448-0572

Service both Midway and O'Hare Airports; Joliet, Normal, Oakbrook Mall, Peoria Pontiac, Schaumburg (Woodfield Mall) Woodridge, IL;

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Airport and Regional Buses

Leaving from Airport Lower Level

Airport Express Omega Airport Shuttle CTA Trains

www.airportexpress.com <<http://www.airportexpress.com>> www.omegashuttle.com

<<http://www.omegashuttle.com>> www.transitchicago.com <<http://www.transitchicago.com>>

888/284-3826 773/483-6634 312/836-7000

Service to Chicago, Chicagoland Shuttle from Midway to/from O'Hare Board in the Pedestrian Tunnel suburbs, to/from O'Hare and Airports. Service the Hyde Park below baggage claim. Pay CTA Midway Airports. area to/from O'Hare Airport. Fares, \$2.00 bus and \$2.25 rail, with Chicago Card. Chicago Card Plus Transit Cards: 1-Day, 3- Day, 7-Day or 30-Day pass.

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NEW TENANT / NEW STORE

New Tenant/New Store Opening Checklist

This checklist is designed to assist you in meeting requirements prior to opening a location at O'Hare International Airport. All items in section one MUST be completed prior to store opening. Please review this checklist with O'Hare Tenant Design & Construction Procedures manual and the O'Hare Merchant Handbook for any conditions specific to¹ your site. Please use this as a working list and refer to it throughout the process. PRE-OPENING REQUIREMENTS (stores cannot open for business until all items are complete)

Date

Complete Opening Requirements

— Building permit received along with a copy of the contractor's Certificate of Insurance submitted to Unison Retail Management.

— Final drawings approved and stamped by City of Chicago (if permit is required).

— DOA comments/questions answered per approval letter.

— Construction requirements of the General Contractor met per Tenant Design & Construction Procedure Manual (see manual for details).

— Concession related contractor letter

— Schedule submitted to Unison & DOA.

— Schedule through with Unison a pre-construction meeting and DOA Users Meeting.

— Schedule punch list walk-through of tenant construction.

— If kiosk, site has been marked on floor and approved on site by DOA Unison and airlines.

— Phone and data lines have been ordered and are set to be installed prior to opening day.

— Local management has attended meeting with Unison to discuss operational procedures.

— Delivery plan submitted to Unison

— Company has been certified to issue ID badges and significant portion of staff has been badged.

— A Certificate of Insurance (per specifications in your license agreement) submitted to Unison and DOA and approval received.

— A Letter of Credit (per specifications in your license agreement) submitted to Unison and DOA and approval received.

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NEW TENANT / NEW STORE - CONT'D

— Your business license applied for and either receipt of payment or actual license copy submitted to Unison. Business license must be posted prominently upon opening.

, If your business prepares or handles food, an on-site inspection of the premises must take place prior to opening. The health department approval must be prominently posted.

POST-OPENING REQUIREMENTS

— Punch list completed.

— As-builts and cost of construction statement submitted to Unison.

— General company contact information and Emergency Contact List submitted to Unison.

— List of all key suppliers & repair contacts given to local management.

Note: Any future changes to approved exterior design & signage (for in-line stores & kiosks) and visible fixtures (kiosks only) must be submitted and approved by Unison and DOA prior to changes being made.

Any changes to approved product list must also be approved prior to new product additions.

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NEW TENANT / NEW STORE - CONT'D

How to apply for a City of Chicago- Business License

1. First, determine if you are a new business or an existing business with the City of Chicago. If you are a new business you must complete a Business Information Sheet (BIS Form) (Appendix) and submit it to the Department of Revenue. Please be prepared to provide Information regarding the exact location within the airport at which you are doing business (such as the terminal, gate or concourse) and what your business activity will be. i.e., fast food restaurant, Terminal 1, Gate K13. Information regarding the ownership of your business will be required such as, home address, social security #'s and dates of birth for shareholders of your organization and all of the senior officers. In addition, you will be asked to provide your Illinois Sales Tax and Federal Employer ID numbers, name of organization, file number and date of incorporation. If you are an existing business and you have other licenses in the City of Chicago at different location(s) under the same organization or you operate as a sole proprietor you must complete a New Site Information Form (Appendix) and submit it to the Department of Revenue. You will be asked to describe your new business activity and the exact location within the airport you are doing business. All forms may be obtained online at www.cityofchicago.org <<http://www.cityofchicago.org>>. "City Departments", "Business Affairs and Consumer Protection", "Business Home Page", or in person at City Hall - Department of Revenue, 121 N. LaSalle St. Room 107A Chicago, IL 60602, or call 312-744-4747 to request a form be faxed to you.
2. Once you complete the appropriate form, submit it in person to City Hall-Department of Revenue 121 N. LaSalle St. Room 107A Chicago, IL. 60602.
3. The Department of Revenue will determine what license(s) and taxes your business requires and will create a customized application for you. Limited Business Licenses are required for retail sales (non-food) i.e., bookstores, gift shops, and accessories. Businesses that prepare and/or handle food require a Retail Food Establishment License. Retail Food Establishments will be asked to provide the square footage of the business location. These two types are the most common, however there are several other types. If you are interested in a Liquor License, please ask to see a Liquor Case Manager for more information.
4. Once you complete the application, a senior member of your business must sign it and provide a copy of their ID. i.e., President, Secretary, Owner, Managing Member, General Partner, or Partner of the business. Please have the original application signed. Only original signed applications are accepted.
5. All license applications require a copy of your Airport Lease Agreement. The Department of Revenue requires businesses applying for licenses at the airports to submit a copy of the Airport License Agreement. Please go prepared with a copy when going to the Department of Revenue to file your application.
6. All license applications require approval from the Department of Zoning. The Department of Zoning is required to approve all business license applications. This process may take additional days. You should check with your Department of Revenue Representative to find out if your application has been approved from Zoning.
7. File the application. As long as you meet the requirements, the application may be filed with the Department of Revenue. Payment will be accepted after your application has been approved by all departments. You will receive a receipt for the payment of the license. All licenses are renewable annually.

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8. Retail Food Licenses require an on site health inspection.

Once an application is filed for a Retail Food License, a Health Inspector from the City of Chicago Department of Health will come out to your business within 7-14 days. The license will be mailed to your place of business only after you are approved from the Health Department. Kitchen managers, supervisors or owners of the business must have a valid Foodservice Sanitation Certificate displayed.

*The City of Chicago requires that all foodservice establishments must be under the operational supervision of a person having a Foodservice Sanitation Certificate. The certification requires a three-day training period that covers sanitizing, personal hygiene, prevention of food borne illness, codes and regulations. Please contact the Illinois Restaurant Association at 312/787-4000 for more information.

9. Licenses that do not require an inspection will be mailed the following business day.

If you choose to pick up the License Certificate in person you must make arrangements with your Department

of Revenue Representative to do so.

Business License Information:

City of Chicago - Business Affairs and Consumer Protection 121 N. LaSalle St. Room 800 Chicago, IL. 60602
312-7474747

www.cityofchicago.org/Revenue/ <<http://www.cityofchicago.org/Revenue/>>

City of Chicago- Department of Health

312-747-FOOD www.cityofchicago.org/Health/ <<http://www.cityofchicago.org/Health/>>

To apply for a Illinois Sales Tax number:

Illinois Department of Revenue

100 W.Randolph St. 7th floor

Chicago, IL 60601

312-814-1578

www.revenue.state.il.us <<http://www.revenue.state.il.us>>

To apply for a Federal ID # (FEIN)

Federal Taxpayer Service

Federal Building

230 S. Dearborn St. 17th Floor

Chicago, IL 60601

1-800-829-1040

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OPERATIONS

In this section:

- > Banking
- > Breaks/Eating/Drinking at Units
- > Business Licenses
- > Business Services
- > Conference Room
- > Customer Complaints
- > Delivery Issues
- > Dress Codes
- > Emergency Evacuation Plan
- > Escorting Outside Vendors
- > Giving Change
- > Health Department
- > Hours of Operation
- > Housekeeping/Maintenance
- > Lost and Found
- > Mail/Parcel Services
- > Monthly Meetings
- > Music
- > Operations Reviews
- > Pay Phones with E-mail/Internet Access
- > Pest Control
- > Phone Service
- > Pairs and Maintenance
- > Signage
- > Storage Rooms
- > Trash Removal
- > Terminal Signage
- > Vending Machines

Banking

Seaway Bank has a full service bank in Terminal 2. Services include individual and commercial checking and savings accounts, direct deposits, traveler's checks, and payroll check cashing (Airport employees only). Breaks/Eating/Drinking at Units Eating or drinking at the units is not allowed. Not only is it unsightly, but Illinois statutes require that employees who work 7-1/2 hours or longer must be permitted a meal period no later than 5 hours after the start of the work period. Merchants should provide sufficient relief from duties to allow an employee the required meal breaks. Employees should not be allowed to take their meal breaks at the units, but to relax in another location.

Further, accommodations should be made to give breaks for employees to visit the restroom or to have a few moments off their feet without closing the unit.

Remember, the longer an employee works without a break, the greater the loss in productivity, especially when they are on their feet

Business Licenses

Every location operating at the airport must have its own business license, visibly posted. The original business license must be obtained before opening the location. It could take up to one month to obtain the license, so your corporate offices need to apply in a timely fashion according to construction schedule. Unison must be given a copy of the license before opening. The Departments of Revenue, Health and Aviation make periodic checks to confirm. Fines will be issued for violation.

Conference Room

Unison has a conference room in the mezzanine level of Terminal 3 that is available to merchants at no cost. Information and policies on the conference center are included at the end of this section. Call 773-894-3900 for a reservation.

Customer Complaints

The City operates a Customer Service Hotline. When a call is received, it is documented and given to CDA Concessions or Unison. You will be advised of the complaint and required to respond. If a customer address was left, you are required to follow up IN WRITING to the customer with copies to the CDA and Unison. If no address was left, you are required to follow up in writing to the CDA and Unison as to how the problem was solved. As stated in most license agreements, this follow up must be conducted within 72 hours of your receipt of complaint.

Delivery Issues Approved Carts

Over the past few years the airport has experienced a great deal of damage to expansion joints and terrazzo from carts. Damage costs to the facility have now reached into the millions. All delivery carts, utility carts and trash collection dumpsters, therefore, must adhere to the following specifications:

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4" revolving white rubber, non-marking corner bumpers on platforms or base of carts.

* Full encircling rubber bumpers around lower platform base.

- Handles, bag holders or other portion on carts that can cause damage, are to be protected with 3° revolving, white rubber, non-marking bumpers.

Base of all carts to be of tubular construction. 8" X1.75" Semi-Pneumatic ball bearing wheels

Those found using non-compliant equipment may be barred from future deliveries pending equipment resolution.

In order to prevent passenger injury, merchandise may not be stacked above the shoulder height of the employee moving the cart. The employee must be able to see over the merchandise.

Common Carriers

Many merchants receive their shipments via common carriers such as Federal Express, UPS or DHL. These carriers have authorization to bring shipments directly to your store or storage area. This is the easiest way to receive shipments.

Concessionaire Magnetometers / Delivery Areas

Special private magnetometers are designated for delivery of goods to airside. Should you receive goods on dedicated trucks or from a local vendor, you must use the delivery posts as indicated below. These magnetometers are also used for delivery from landside storage areas to airside units. This information is current as of the publication date noted in the footnote section below and is subject to change.

Everyone using these magnetometers MUST have a green badge (which carries special requirements - see

the section on Badging in this handbook) with the code for the magnetometer specified. No exceptions are made. Checkpoint codes are issued by Unison and the Department of Aviation Concessions Office.

Terminal 1

Terminal 1 deliveries go to Post 7 (attached to Terminal 2):

Trucks enter the innermost roadway of the lower level (arrivals) by alerting the guard that they have a delivery. Drive to Post 7 (just beyond Terminal 1, attached to Terminal 2).

Trucks are allowed to park in the post area for up to 30 minutes. Trucks may not be left unattended.

Tenant employees or delivery company employees proceed up the freight elevator to the upper level for screening of goods.

This is a private magnetometer for airport tenants, vendors, maintenance, and others making large deliveries. Passengers are not allowed in the area. Everyone screening goods at this location must have a green O'Hare identification badge as stated above. Your goods will be screened and then you will be allowed onto the airside of Terminal 2. Proceed to your store or storage location.

Terminal 2

Delivery procedures are the same as above. However, if you have a storage space in the lower level of Terminal 2, proceed down the freight elevator instead of up for screening. Storage spaces in Terminal 2 are not airside and goods need not be screened before being taken to your storage area. Screening will take place when product is moved from the storage area to the airside units.

Terminal 3

All goods for Terminal 3 follow a slightly confusing path:

Trucks enter the innermost roadway of the lower level (arrivals) by alerting the guard that they have a delivery.

Post 9 deliveries are allowed but you must deliver your product from the middle roadway, since there is not room to pull a truck into the actual dock. But you could unload and bring your product safely across the inner roadway and access the side doors and proceed to the freight elevator to the right of the doors. Space and time is very limited when delivering this way but it is allowed.

It is also possible to deliver to Post 10 (at the far end of the airport, at the end of Terminal 3).

Trucks are allowed to park in the post area for up to 30 minutes. Trucks may not be left unattended.

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- Once delivered inside, the goods must be walked through baggage claim to the opposite end of the building to Post 9 (a closed checkpoint to most tenants). As with the Post 7, this is a private magnetometer for internal use only.

- If you have a storage space in the lower level of Terminal 3, proceed down without security review.

- If you are making a normal delivery to the store, proceed up the freight elevator to the private security checkpoint.

- Goods are screened at this location (much as at Post 7 detailed above) and then let onto the airside of the Terminal 3 West building.

Proceed to your destination. -

This policy applies even to goods being delivered to Concourse L and to the upper level storage areas. The City hopes to make this process less cumbersome but for now it must be followed.

Delivery Hours

Both private concessionaire magnetometers are open 24 hours. Currently, all tenants that get deliveries from outside vendors to the building are required to deliver between the hours of 10:00 p.m. and 6:00 a.m. If deliveries come from UPS or FED EX this does not apply. Deliveries of this type will be delivered directly to your store. Please remember that deliveries that come this way are to be quickly put away.

WARNING - Do not make deliveries from the roadway through the front doors and do not leave your vehicle unattended for even a few minutes. For security purposes, the airport may tow any unattended vehicles on the upper or lower roadways.

Luggage Carts

Luggage carts are NEVER to be used for tenant deliveries. Smart© Carte is another tenant and by utilizing carts, you are limiting potential revenues.

Prohibited Elevators

Tenants (or any other delivery personnel) are not to use the following elevators for carts/deliveries:

Terminal 2 Center - These two passenger elevators ARE NEVER to be used for deliveries under any circumstances.

Terminal 2 Passenger Elevator from Post 7 - A freight elevator is provided for delivery use located directly behind the passenger elevator. The adjacent passenger elevator is not to be used for normal deliveries. However, should the freight elevator be out of service, you may use these elevators with great concern taken to avoid damage. Please contact UNISON if you are required to use this elevator.

Terminal 3 Passenger Elevator from Post 10 - Deliveries made to Post 10 should be moved through baggage claim to the freight elevator at Post 9 on the opposite end of the terminal. Do not use the Post 10 passenger elevator. The Post 10 elevator has incurred significant damage from previous shipments and is monitored by security.

Terminal 3 Center - the passenger elevator accessing the basement is NEVER to be used for deliveries.

Courtesy to Passengers

Delivery staff should at all times respect the flow of passengers within the terminal. This includes giving the right of way to passengers when bringing merchandise through security, when entering an elevator or when steering a cart through a crowded terminal. Riding the carts or horseplay WILL NOT BE TOLERATED. This will be considered endangerment and repeated offenses may result in termination.

Dress Codes

While some merchants provide uniforms to their employees, we understand that many specialty stores opt for a more casual approach, requiring fashionable clothing that compliments the product being sold. Merchants must always be mindful of the appearance of their employees.

Good taste should guide you in your wardrobe decisions but the following are not considered appropriate: short shorts or skirts, sleeveless or midriff tops, jeans, excessively tight, baggy or revealing clothing, sheer clothing and worn looking clothing or uniform. Suggested are crisply pressed uniforms, comfortable shoes, tasteful jewelry, neatly trimmed fingernails and neatly styled hair.

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Emergency Evacuation Plan

In the event of an emergency, all companies must have an emergency plan in place that will allow managers to confirm the safety of all employees. For instance, in the case of an evacuation of the building, all employees should have a common place to meet outside the building or a phone number to call to confirm their safe exit from the building. Every employee should be informed of your company's emergency plan and the Emergency Evacuation Plan for the Airport, which is attached in the Appendix of this book, at the start of employment.

Escorting Outside Vendors

Your escorting employee must have a valid green badge with escort clearance. Escort access will only be allowed through the concession checkpoints at Post 7 and Post 9. Escorts are responsible for the safe and secure conduct of any person they escort at all times within the secure area. Escorted individuals must remain in full view of their escort.

Giving Change

Most license agreements require merchants to give a reasonable amount of change upon request. We suggest up to \$2.00 be given to any passenger requesting change. Please instruct your employees to give change in a courteous manner upon request. Should you have a register that cannot be opened without a purchase, please install a professionally printed sign that states, "We will be happy to give up to \$2.00 in change following the next purchase".

Health Department

The City of Chicago Health Department conducts periodic reviews of all tenants who prepare, handle, sell and/or service food items. If your location is found to be in Critical or Serious Violation of health codes, your unit will be immediately closed until the violation is corrected. Further, fines may be levied at the rate of \$500 per day for Critical Violations; and \$250 per day for Serious and Minor Violations.

Hours of Operation

License-Required Hours

Please review your license agreement for your own required hours of operation. In a typical license agreement, merchants will be required to be open 16 hours a day.

Changes in Hours of Operation

The CDA and Unison are open to review of these hours based on your sales. Should you choose to petition to have your hours of operation reduced, you must submit one month's worth of hourly sales along with a written request for an alteration in hours. Unison and the CDA will review your request. CDA's decision is final in these matters. Further, these deviations from your license-required hours are always open to revision as flight operations or other conditions change.

Changes in Right Operations

Merchants are strongly encouraged to regularly review your hours of operation as flight operations change. If additional flight activity is noticed before or after your normal hours, please experiment with opening early/closing late to maximize sales.

Flight Delays

Merchants are strongly encouraged to remain open beyond normal business hours if the airport is experiencing delays and passengers are in the terminals beyond normal hours. Often this results in strong sales. The airport does not make formal announcements when they are experiencing delays. Merchants should take notice of flight information monitors to determine when delays occur.

Housekeeping/Maintenance Issues

Please review your license agreement for your requirements for periodic maintenance and pest control.

Window Cleaning

Tenants are responsible for cleaning both internal and external (other than airfield) store windows. Windows should be cleaned on a regular (in some cases daily and/or hourly) basis, depending on traffic. CDA/Airlines handle exterior window cleaning on the airfield.

Hiring Outside Services

Stores may hire service providers such as housekeeping, extermination or telecommunications without prior CDA approval. However, it is required that anyone who may impact airport operations such as electricians, phone repair, plumbers, etc. be pre-approved by CDA/Unison. For ease of operation Unison has put together a list of subcontractors that is attached (See Appendix) who are badged at O'Hare.

IMPORTANT: All technicians working on the infrastructure of the building need to be licensed and certified in the work they are performing. Electricians, plumbers, HVAC mechanics, restaurant hood cleaning and maintenance technicians, all carry either a license or a certification. It is the tenants responsibility to get copies of the license and a copy of the CDA User Form, which is

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attached (See Appendix) to Unison for processing before any work is performed. The User Form informs CDA Trades, Engineers, Terminal Management and Airlines that infrastructure work is taking place. It allows for all parties to plan accordingly. Please remember how important this is. Your tenant space is one very small space within a much larger operation that can not be disrupted unexpectedly.

Anyone caught working in the terminals without following this procedure may lose their privilege to work within the airport and the escorting employee will also lose their privilege and possibly their right to work at O'Hare.

Lost and Found

There is currently no centralized lost and found at the Airport. Please refer the public to the following appropriate numbers, depending on where the item was lost. (All numbers 773 area code unless otherwise noted)

Common Areas/CPD 686-2385

Security Checkpoints/TSA 377-1210

Airport Transit System (ATS) 601-1817

Parking Lot (Standard Parking) 686-7530

Interfaith Chapel 686-2636

Restaurants/HMS Host 686-6180

American Airlines 686-4234

US Airways 686-7155

United Airlines 601-3295

With the exception of the airlines and the TSA, all lost and found items are eventually turned over the Chicago Police Department (CPD). Most stores and restaurants will report lost and found to the CPD.

Receipt of Mail/Parcel Service

United States Postal Service does not deliver mail to O'Hare. Should you choose to rent a post office box, you may do so at the post office located on Irving Park Road on the outer portion of the airfield. All major parcel services (i.e. Fed Ex, UPS) deliver directly to your door.

Mail boxes for outgoing mail are located in:

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Terminal 1, near gate B9 Terminal 1, near gate C18 Terminal 3, near gate H1 Terminal 3, near gate K1
Terminal 3, near gate L2

Monthly Meetings

Unison conducts monthly merchant meetings. As of this printing, they are scheduled for the fourth Thursday of each month at 10:00 a.m. Meetings are held in the Unison conference room on the mezzanine level of Terminal 3. All managers and supervisors are asked to attend. This meeting is the best way to stay up to date on what is happening in the airport and the latest programs in concessions. Call (773) 894-3900 for confirmation of date and time or directions.

Music

Permission to offer music is reviewed on an individual basis. Typically, in-line stores are allowed music from a stereo system. In no case, may the volume level cause music to be heard outside your store location.

UNISON and CDA reserve the right to ask merchants to decrease volume, and, in the case of multiple violations, require music to be removed.

Playing of music at kiosks is reviewed on an individual basis and must be pre-approved in writing by a member of the Unison management team.

Operations Reviews

Unison regularly conducts operations reviews of your locations. Merchant Operations Review forms are located at the end of this section. Specific concerns reviewed include issues such as:

« Trash removal/control

- Windows cleaned
- Floor cleaned/vacuumed « Rodent Control
- Light bulbs operable
- Displays dusted/cleaned
- No tattered signs
- Neat/clean cash wrap
- Pricing/product review
- Visual merchandising
- Inappropriate stocking and deliveries

Store managers, district managers, corporate offices and/or owners receive copies of store reviews.

E-mail / Internet Access

There is WiFi throughout the airport the airport (SSID = Boingo) and there is GateStation kiosks where someone can sit and use the computer for a fee. GateStation locations:

Terminal 1-Gated 9

Terminal 2 - Gate F1

Terminal 3 - Gates G12, H2 and H4

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Pest Control

Tenants are license required to hire a professional pest control service to monitor their locations and storage rooms on a regular basis. The Department has decided that all tenants are required to do monthly maintenance. Unison provides a list of subcontractors familiar with O'Hare, which is attached at the end of this book.

Phone Service

For phone service (once your contractor or the City has installed conduit and a line), call AT&T at (800) 2444444.

Repairs and Maintenance

Maintenance and facility upkeep in the leased space is the sole responsibility of the tenant. This includes

floors, walls, equipment and other non-airport maintained devices. Tenant must keep the premises and all improvements in good repair and in a clean, neat, safe and sanitary condition at all times. If damage is determined to come from the building roof or exterior, contact the H&R building at 773-686-2248 first and then contact Unison so that we may follow-up. Also, if it is necessary during the term of the lease the tenant will be responsible for repairing and painting fixtures, replace worn carpet or other furnishings or equipment that is in need of repair. It is very important to keep up with the standards and expectations of a world class airport.

Signage

- All signs must comply with CDA design specifications and all applicable codes and standards. They must be submitted to CDA Concessions Management and CDA Planning and Development for written approval.
- All signs internal and external, signage stand holders, menu boards, and blade signs must be clean, free of dust, and in good condition.
- Pictures, displays, and frames (whether art or advertising) must be clean, and free of tears, scratches and dust.
- No promotional banners or signage may be used without review and written approval from CDA Concessions.
- All illuminated signs must be in proper working condition.
- All concession areas under construction must provide professional approved signage on the barricade.
- Handwritten and/or unprofessional signs are prohibited. No exceptions will be allowed.
- Exit signs must be operational, illuminated, and clearly signed.
- Hours of operation signage must be displayed and fully observed.
- Store policies regarding credit cards, returns/refunds, etc. must be clearly displayed.
- Prices must be clearly displayed.
- No persons without written authorization from CDA Concessions may post commercial signs, banners, or distribute advertisements, literature, circulars, or any other form of printed or written commercial material at the airport.
- Retail advertisements must be displayed within the leased premises.
- No promotions activities or events may be conducted with out review and prior written approval from CDA Concessions.

For easiest approval follow these procedures:

« Submit your request, prior to any changes, in writing, to Unison.

■ Include all drawings, specification sheets or samples.

■ Unison will review the request, submit it to the CDA and respond with written approval or comments.

Signs that are changed or new installations that are made without prior permission are subject to removal by Unison or CDA.

Signage or any other materials are NEVER to be taped to the window of your store. Due to the high traffic nature of our operations, all signs should be laminated, mounted to foam core or framed. Signage may be hung by monofilament line from ceilings or suction cups.

Storage Rooms

Many tenants have storage spaces in the airport. Storage rooms are to be kept clean and free of debris. All shelving and product should be 8 inches off the floor, and 6 inches from the wall. Catch-all pest control must be in place also. Tenants are also required to keep a copy of the pest control log within the storage space for inspection by CDA facility inspection. Do not allow items to encroach into the hallway, even temporarily. No food preparation is to occur in storage rooms. Extermination of your storage is your responsibility, however, if you have a severe problem, or one that is recurring, please call Unison and they will notify the CDA Facilities group.

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Trash Removal

■ NEVER leave trash outside of your store. It gives your store a shoddy appearance and violates all City regulations.

■ NEVER leave trash piled in back hallways, stairwells or passageways. This violates fire codes and creates a hazard to other employees.

■ Always break down boxes prior to placing in the recycling dumpsters located at Post 7 and Post 9.

■ Never use the trash cans in the terminal for your regular garbage. You, not the custodians, are responsible for disposing of your own refuse.

■ Empty trash on a regular basis. Do not allow it to accumulate inside your store or storage area -especially wet garbage. Allowing wet garbage to accumulate may create a pest problem. Controlling your garbage will help combat future pest problems.

Responsibilities

It is always the merchant's responsibility to take trash/recycling from your store, kiosk, RMU, office or storage space to the compactor in a safe and secure manner. Whenever possible a gondola should be used to remove wet garbage. DO NOT utilize receptacles in the common area for your garbage. Trash removal procedures may vary depending upon the terminal in which your store is located. As of this printing, the City pays for all emptying and removal of the compactors.

If tenants are found to be non-compliant with any of the above referenced issues concerning storage maintenance and trash removal then citations will be written for all violations. A court appearance and fine will be attached to all violations.

Trash Compactor Locations:

Terminal 1 - B: Post 7 (exit security, proceed via the T1/T2 link into Terminal 2. Utilize freight elevator down to the Post compactor). This compactor now has a swipe pad; employees must have checkpoint access in order to operate.

Terminal 1 - C: Limited Access: C-20 (utilize freight elevator down to lower level, proceed through United Airlines area to the dock for compactor)

Terminal 2: Exit security, proceed to the Post 7 freight elevator, down to compactor. This compactor now has a swipe pad; employees must have checkpoint access in order to operate.

Terminal 3: The Post 10 compactor is located landside by L concourse. Use the Post 9 freight elevator to the baggage claim level. Proceed to the other end of the building, which is Post 10, to the compactor.

Recycling Compactors

Recycling compactors are located at Post 7 and 10. Everyone is asked to participate in recycling their dry paper trash. You may compact only cardboard, newspapers, magazines and regular paper in these compactors.

Compactor Instructions:

Bags must be placed in one of the gray Rubbermaid carts, then the cart is rolled into the lift. The lift then dumps the trash into the compactor. Trash can then be compacted as usual. The bags must never be placed directly on the lift for disposal.

The mechanism to operate the lift is mounted next to the compactor control. The knob on top pulls out to turn the lift on. The lift control is directly below the power button, and must be held in the UP position to raise the lift and the DOWN position to lower it. The power button can then either be pushed in to turn it off, or it will turn off automatically.

The recycling compactors, can be accessed by opening the door and placing your dry trash in the compactor. Although currently the City pays for removal of the trash from the compactors at the Posts, it is the merchant's responsibility to transport it properly to the compactors. Always close the door/gate at each compactor site; leaving it open allows odors to escape and rodents to enter.

UNISON and the CDA are always working to improve these procedures. Should tenants have additional ideas for locations, please call UNISON.

Vending Machines

Your license agreement prohibits the installation or operation of any coin, card, token or otherwise activated vending machines or devices of any kind or type.

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Food and Beverage

All food and beverage staff must provide friendly and courteous service and quality products in a clean, pleasant and well-maintained facility. Food and beverage products purchased by concessionaires for food and beverage services shall meet or exceed the local, state and federal food quality standards. If deficiencies in any of the following are observed, corrective action must be immediately taken. In addition to adhering to all existing health code requirements, the following standards must prevail.

Cleanliness

- Counters and tables must comply with all applicable codes, be periodically bused, sanitized, wiped clean, and kept free of debris.
- Exhaust hoods, ducts, fans and filters must be clean and appropriately maintained per the recommended standards for your business by a certified professional.
- Tables, chairs, booths, display cases, and fixtures must be in compliance with all applicable codes and in good condition with no deep scratches, cuts, graffiti or broken pieces.
- Cooking equipment must be well maintained, cleaned and in good working order at all times.
- Cleaning supplies must be stored out of sight of customers when not in use and segregated away from any food products to prevent cross contamination or spillage.
- Nothing must block or obstruct the clear access to any life safety or fire protection system.
- Food products delivered to a food and beverage area must be transported in a manner so as not to impede or cause a safety hazard to pedestrian traffic.
- All entrances to establishments must be kept clear of merchandise and sales/advertising stanchions.
- Menus and menu boards must be well designed, clean, and display the correct prices.
- Tenant must submit and obtain approval for changes to menus and menu prices.
- No items can be sold past expiration dates/times.
- Operators must make every attempt to ensure that all menu items are available.
- Appliances must not block egress or access to fire protection systems, electrical closets or City penthouse closets.
- The most current health department inspection report must be displayed in plain view of the customer and a file copy needs to be sent to the Unison offices.

Product

- Food displays must be attractive, fresh and appetizing.
- All items must be sold at prices as defined in the lease and as approved by the Department of Aviation.
- Food and beverage must meet all applicable temperature requirements mandated by the City of Chicago, Department of Health code.

Food Operations - Power Outage Guidelines

During a power or equipment failure your food service operation is in its most vulnerable state. One of the leading causes of food-borne illness is food being in the temperature danger zone (41 - 140 degrees) for an extended period of time. You want to be prepared. Refrigeration units should be equipped with a working thermometer and refrigeration needs to be maintained at 40 degrees or below for cold food storage. Freezer units should be equipped with a working thermometer kept at zero degrees for frozen food product. Below are some tips to help you maintain product quality and safety.

- If the equipment fails or the power goes out, document the time of the outage.
- Keep the refrigerator and freezer doors closed as much as possible.
- The refrigerator will keep food cold for about 4 hours if it is unopened.
- Don't place any hot food in refrigerators or freezers.
- Move whatever products can be removed to other refrigerated storage.
- If hot holding equipment goes out, discard any potentially hazardous food out of temperature control for more than 4 hours.

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ID BADGING AND ACCESS CONTROL POLICIES AND PROCEDURES GENERAL GUIDELINES

An ID badge serves as both a form of identification and access control media. An employee whose job duties require access to the terminal, concourses, or the airfield must obtain an airport issued/approved ID badge. Employees entering or present on airport property must properly display valid airport ID at all times. The Airport ID must be worn above the waist and below the neck on the individuals outer most garments in such a manner that no badge markings are blocked or obscured. Each airport is unique with different layouts and security measures. As a result, an ORD ID badge is not acceptable airport ID at MDW and vice versa. Therefore, persons working at both airports are required to apply for ID badges at each airport. Signatories

can receive a full copy of the Chicago Airport System O'Hare and Midway International Airports, Identification Badge Regulations and Practices Handbook from the Compliance Office. Signatories only are privy to the necessary materials to carryout and process applications and forms. All forms and information contain in the ID Badge Regulations and Practices Handbook is concerned to be sensitive information and intended only for use of a Signatory.

Please carefully review the guidelines and policy of the O'Hare International Airport Identification Badge Regulations and Practices Handbook. Keep a copy of the handbook available to answer questions that might arise. Badging is an important and serious matter at the Airport and should receive adequate attention from your organization. The City of Chicago Department of Aviation, Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) regulate employee badging, and violation of these policies and procedures WILL result in the revoking of privileges and/or stiff fines and fees.

The ID Badging Office is located in the pedestrian tunnel (one level below baggage claim) beneath the parking garage in Terminal 1. Follow the signs in the pedestrian tunnel and down a side hallway near Elevator Center 1, to the ID Badging Office.

The Compliance Office is located in the 850 Building at 10601 W. Higgins.

ID Badging and Compliance: 7:00 a.m. to 4:30 p.m.

Offices hours Monday through Friday

7:00 a.m. to 11:00 a.m.

Every second Tuesday of the month

If you plan to take more than 3 new employees to the ID Badging Office at the same time for badging, fingerprinting, SIDA training or driver's testing, you must notify the office in advance and arrive before 3 p.m. All badge requests for lost or stolen must be processed at Safety and Security located in the 850 Building before 3 p.m.

GETTING STARTED

CERTIFYING A NEW COMPANY

To register a new company with the O'Hare ID Badging Office, you must:

- Obtain an "EMPLOYER INFORMATION AND AUTHORIZATION FORM" (EIAF) from the ID Badging Office or Unison.
- Legibly print (or type) all information in BLACK ink.
- Ensure that all signatures are dark enough to be scanned by the computer system.
- Complete all of the REQUIRED fields.
- Check "New" as "Type of Request".

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■ Fill in the names, the phone numbers and email addresses of local, secondary and, if necessary alternate contact information. The form requires signature and title of the owner, president, or a senior officer (vice president level). This signature verifies that the signatures authorizing individuals in the lower area of the form are the true signatures of the individuals listed.

" The ten signature areas on the lower part of the form should contain the name(s) and signature(s) of only those persons authorized to sign Employee Access Control Photo Identification Badge Applications (ID Badges) on behalf of the company (typically General Managers or Supervisors). It is in your best interest to limit the number of authorized signatories. See the Identification Badge Regulations and Practices Handbook for "Signatory Requirements and Responsibilities."

Please note signatories are the primary regulatory link, on a day-to-day basis between DOA, ID Badging, and their respective companies. Signatories are responsible to these authorities for their companies' awareness and understanding of ID Badging and Access Control requirements, truthfulness and accuracy of company submissions to the ID Badging Office. They are also responsible to their companies for obtaining and providing accurate, up-to-date information on ID Badging and Access Control procedures, regulations, and techniques. Please note, as their company representative, a Signatory's badge must be active to act and/or sign documents in behalf of their company. If a Signatory's badge expires and therefore deactivated, the represented company and all badges assigned to that company is deactivated.

- Hand deliver this form to the Unison offices in the Terminal 3 Mezzanine, closest to Concourse L.
- Unison must approve and sign the form. The signed form will be returned for you to hand deliver to the Compliance Office.
- Allow one business day for the information to be entered into the computer, based upon the workload in the Compliance Office.

MAKING CHANGES TO COMPANY INFORMATION

When those listed as signatories leave your employment, or when you hire a new person that needs to be added, please follow these procedures:

- Obtain an "EMPLOYER INFORMATION AND AUTHORIZATION FORM" (EIAF) from the ID Badging Office, Unison or on-line.
- Legibly print (or type) all information in BLACK ink.
- Check "Update" as "Type of Request".
- Complete the form again in its entirety, designating the information you wish to Add or Delete.
- *The form requires the signature of the most senior officer and the officer's title.*
- Hand deliver this form to the Unison Office.
- Unison will approve and sign the form and the signed form will be returned for you to hand deliver to the Compliance Office.
- Allow one business day for the information to be entered into the computer, based upon the workload in the Compliance Office.

KEEPING RECORDS

The FAA requires that all employers operating businesses at O'Hare International Airport keep employment records that are readily available in the event of a surprise audit.

Unison suggests that your company keep a fire safe at the on-site storage/office location. In the event that you do not rent storage/office space at the airport, keep the safe inside the store/kiosk or at a Chicago-area office.

Records for each employee should include:

- Copy of the ID badge application;
- Copy of the full employment history review and verification conducted.

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- Copies of termination paperwork for former employees.

The FAA, TSA and DOA may conduct periodic audits of the employment records of employers at O'Hare. All employment records must be available to the FAA within hours of the request. Therefore, the on-duty supervisor must have access to these records. In the event that records are stored off-site of airport property, that off-airport office must be able to produce records immediately upon request.

Fines for non-compliance can be as high as \$10,000 per violation.

Companies must keep personnel and termination records for 180 days after a person is terminated. This is an FAA requirement.

EMPLOYEES

All O'Hare employees are required to identify themselves with an airport badge. Immediately upon hiring a new employee and before the employee can work, the employee and his employer must complete an "EMPLOYEE ACCESS CONTROL PHOTO ID BADGE AND FINGERPRINT APPLICATION". All fields must be completed. A copy of this application is included in this section with guidelines for completion highlighted.

Review the O'Hare ID Badge Regulations and Practices Handbook carefully. FAA and DOA regulations are specific and must be followed carefully. Take the time to learn the regulations at the start to avoid problems as you move through the process.

At any time, should you have questions, call the Unison office at 773-894-3900.

VENDOR BADGING

Generally outside vendors and suppliers who regularly service your company are required to be badged under your company name. These entities fall under the sub-contractor definition in your Lease Agreement; therefore, for security and safety reasons you are responsible for those who provide a service to you.

CONSTRUCTION BADGING

Concessionaires will be required to provide a letter to Unison advising of the general contractor.

The letter should also include the period of time anticipated to complete the project. The contractor

is not permitted to perform work for any company other than the company that has sent an authorization letter to Unison.

GREEN vs. RED

All concession employees are issued either a green or a red badge. The specific distinctions are denoted by the type of access (terminals, airfield, etc.) provided as described below. The basic differences are:

Green Badges

"Green badges are Security Identification Display Area (SIDA) badges. A "Green ID badge holder have authorized unescorted access to and in the Secured Areas, Sterile Areas, the Airfield Operating Areas (AOA). Only those Green ID badge holders with an Escort privilege designator (E) on their badge have escort privileges. (Ch. III, P-33)

Red Badges

Generally issued to those that report directly to your store location. Red badges allow their holders to enter the "sterile area" airside of the terminal security checkpoint.

NOTE: Sterile area is located beyond the passenger-screening checkpoint, through the concourses but not through any access-controlled portal that lead to the Secured Area or AOA.

UPGRADES FROM RED TO GREEN BADGES

Should an employee be required to upgrade his/her badge from red to green (indicating additionally required security access, such as a storage space in a secured area, disposal of garbage, escorting, etc.), an ID badge application must be completed. This is to meet FAA and TSA regulations. All upgrades must be approved by Unison and ID Badging, and should only be done for those requiring special access. An upgrade from a red to a green is NOT a promotion, nor should it be used to identify managers from staff. The TSA has put out a directive that only 25% of a company's airport employees should be green badged; exceptions to this rule must be approved by DOA Security. Companies are expected to limit their requests for access privileges to those employees whose duties require such privileges.

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If requesting access through the security concession checkpoints, you MUST indicate across the top of the 10 Badging application "checkpoint access" or "delivery".

FIRST-TIME APPLICANTS

"Individuals who begin employment with a new company shall be considered New Issues and first-time applicants. Individuals with an ID badge having expired 30-days beyond the badge expiration date shall be considered a "New Issue". Therefore, employees who have terminated employment with a company 30 days or more are considered first-timers and must be fingerprinted. Everyone is also subject to fingerprinting for a Criminal History Records Check (CHRC), and a Security Threat Assessment (STA) check which takes an additional 7 to 10 days. If a disqualifying STA is confirmed, the Badging Office will not issue a badge, and immediately will retrieve any badge issued revoking any unescorted access authority granted.

LOST OR STOLEN BADGES

If an employee's badge is lost or stolen, the employee should immediately:

- Complete an ID Badging application in full, marking the type of request as "Lost or Stolen".
 - Bring the ID Badging application and copies of two forms of identification to Unison offices for signature.
 - Hand deliver the signed document and two forms of identification to Compliance to obtain a new badge.
- There is a \$50 fee for the first lost/stolen badge. The fine will increase to \$100 for a second or subsequent lost badge within a 24-month period. Payment must be made by money order or credit cards (Discover, visa, Master Card and American Express). EITHER CASH OR CHECKS ARE NOT ACCEPTED.

ESCORTS

"Persons issued but not in physical possession of their approved airport security ID badge, shall not under any circumstances, be escorted into any portion of a Secured Area or AOA." Therefore employees who have a badge, but leave it at

home are not allowed to be escorted through security checkpoints or any secure areas.

Escort privileges are only granted for operational needs of the company into Secured Areas and/or Airport Operation Areas. Green ID badges that have the "E" designator on the lower left side of the badge are authorized to Escort. Persons escorting assume full responsibility for the actions of the escorted party. Escorter must accompany and monitor the activities of the escorted person while within the security area.

CONFISCATED BADGE

"The Department of Aviation Police will confiscate, on sight, improperly used, malfunctioning, damaged and expired ID. The department reserves the right to require company justification/explanation prior to replacement, and/or refuse replacement for violating Access Control Regulations." Employees whose badge is confiscated:

Should

- Ask for a copy of the green receipt attached to the confiscation report;
- Contact their employer for escort, if necessary.
- Report to ID Badging with properly signed, completed ID Badge and Fingerprint application.

Should not

- Report to ID Badging without a signed ID Badge and Fingerprint application;
- Call ID Badging or Security to discuss security violations on the telephone;
- Submit a "lost/stolen" report. This will be treated as a serious and intentional security violation, and access privileges may be revoked immediately and/or permanently.

NOTE: Before accepting an application for replacement of a confiscated ID badge, the ID Badging staff shall review electronic ID Badge record to determine that no fines or special instructions preclude a re-issue to the applicant.

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COMPLIANCE

Terminations

Employers are responsible for retrieving badges and submitting the proper paperwork for employee terminations to the ID Badging Office within 24 hours. This is essential so that the Department of Aviation can remove terminated employees from the O'Hare ID Badging System that the access privileges of any employee who no longer requires such privileges, using Termination procedures as described below.

In the event of a termination, the employer must immediately:

- For each termination, complete a Security Sensitive Information form and one ID Badge Termination Acceptance Form for all terminations. (See Appendix for forms).
- Staple the retrieved badge to the Security Sensitive Information form.
- *If the individual does not return their ID badge at termination of employment, simply check the appropriate box on both Termination Forms. However, it is the responsibility of the employer to take immediate steps to recover the individual's ID to ensure proper return of the ID. Therefore, each company should have a written policy that expressed to their prospective employee their procedure for non-return of a badge.*
- ***Employers should inform their employee that it is also their responsibility to return their badge upon termination. The employee has the option of returning their badge to ID Badging, Compliance, or dropping the badge in U.S. mail.***

- Hand deliver the badge and application directly to Compliance within 24 hours.

The ID Badge Termination Acceptance Form is signed and returned as your receipt of all badges terminated.

Badges of those on extended vacation, leave of absence, suspended or terminated employees are NOT to be kept in offices. All badges collected must be given to Compliance immediately.

NOTE: If an employee advises Compliance that their employer recovered the ID badge, and no Termination Form is on file from that company, the company may be held liable for the Replacement Fee.

Hostile Terminations

If you terminate an employee that you consider to be hostile or that may have criminal intent, you must:

- Immediately notify both the ID Badging (773-686-6487) and Unison Retail Management (773-894-3900). If it is after normal ID Badging Office hours, immediately call the O'Hare Communications Center (773-894-5000) to notify them. DOA will immediately revoke all privileges of the terminated employee.
- Complete the paperwork using the normal procedures detailed above but attach a memo stating that the employee was the subject of a hostile termination and that the official termination papers are attached.

If you are concerned about the potential for violence from the terminated employee, call the Chicago Police Department Airport Unit at 773-894-9111 if it is an emergency, or at 773-686-2385 if it is not an emergency.

Please note the fine for the first lost badge is \$50.00. The fine increases to \$100.00 for a second or subsequent lost badge within a 24-month period. A \$100.00 fee may be assessed and collected, for the badge

(s) of terminated employees, if not returned.

RENEWALS

All ID badges must be renewed annually. Unless another date is specified on the original application, renewal date is typically an employee's birthday.

"ID badges expire and are electronically deactivated just after midnight. Deactivated badges are invalid and, therefore, subject to confiscation." (Ch. V, pp. 50)

Complete an ID Badge application, checking "Renewal" as Type of Request. Bring this application to the Unison offices for approval and

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signature (following normal procedures noted above) and proceed to ID Badging for a new badge, again following all aforementioned procedures.

Renewals must be done prior to expiration. The badge application "may be renewed within 30 days before and 30 days after, the ID badge expiration date". (Ch. V, pp. 50) DO NOT LET THIS SITUATION OCCUR.

As a signatory, it is in your best interest to monitor your company, an audit report of badge holders is recommended, and also remind employees as their renewal dates approach.

FILE REVIEW

For your information and protection, Unison periodically has the ID Badging Office run audit reports of badge holders currently badged under your company. You are given the opportunity to purge these files of those no longer with your company or to monitor the expiration of current badge holders. Should you require a current print out of your company audit report, at any time, please complete and fax a Request for Customized Company Report form to the Office of Compliance.

NOTE: The ID Badging Office will keep all forms that are not complete, accurate, intact and legible. White out and makeovers are not acceptable. New forms will need to be submitted with the necessary corrections.

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O'HARE INTERNATIONAL AIRPORT EMPLOYEES

Green Badges

Welcome to O'Hare International Airport! The information below should assist you in understanding your responsibilities as an Employee Access Control Photo ID Badge holder in keeping the Airport safe. Read and understand this before applying for your ID badge.

Treat your badge like gold! You may not hold a job at O'Hare without a badge.

You are being issued a green badge. This gives you access to certain limited restricted areas. For most concessions, this is your storage area or the garbage dumpsters.

Display your ID badge on your outermost garment between the neck and the waist facing outward at all times. The Federal Aviation Administration, Department of Aviation, Chicago Police, and Unison Retail Management will periodically check for badge display.

If your badge is lost or stolen, you will personally be charged a \$50 non-refundable fee. Department of Aviation, Safety and Security handles and processes all lost or stolen badges, and a police report is taken in their office. IO'Hare Communications Center (773-894-5000) must be immediately notified of lost or stolen badges.

The Department of Aviation Police will confiscate, on sight, improperly used, malfunctioning, damaged and expired ID. Therefore, any employee who willfully allows another person to use his/her ID badge shall have the ID badge confiscated, shall be removed from the active files of the ID Badge Access Control Computer System, shall be referred to his/her employer for disciplinary action, and may be subject to legal prosecution. The Department of Aviation reserves the right to require company justification/explanation prior to replacement, and/or refuse replacement for violating Access Regulations. Employees whose badges are confiscated should ask the Officer for the receipt attached to the Confiscation Report, contact their employer and follow replacement,

Individuals whose ID badge is confiscated should not report to ID Badging without a signed application, call Compliance/Security to discuss security violations on the telephone, submit a "lost/stolen" report. This will be treated as a serious and intentional security violation, and access privileges may be revoked immediately

and/or permanently.

If granted Escort privileges, escorting persons into Secured Areas and/or Airport Operation Areas is for operational needs of the company. Persons escorting assume full responsibility for the actions of the escorted party. Escorter must accompany and monitor the activities of the escorted person while within the security area.

Your badge is valid until your next birthday and should be renewed each subsequent year before your birthday or within 30 days prior to your birthday.

I have read and understand the above ID Badging Policies:

Signed

Print Name

Date

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O'HARE INTERNATIONAL AIRPORT EMPLOYEES

Red Badges

Welcome to O'Hare International Airport! The information below should assist you in understanding your responsibilities as an Employee Access Control Photo ID Badge holder in keeping the Airport safe. Read and understand this before applying for your ID badge.

Treat your badge like gold! You may not hold a job at O'Hare without a badge.

You are being issued a red badge that designates you as an employee at O'Hare International Airport. Your badge authorizes you to enter beyond the passenger-screening checkpoint, through the concourses but not through any access-controlled portal that lead to Secured Areas or Airport Operations Areas.

Display your ID badge on your outermost garment between the neck and the waist facing outward at all times. The Federal Aviation Administration, Department of Aviation, Chicago Police, and Unison Retail Management will periodically check for badge display.

If your badge is lost or stolen, you will personally be charged a \$50 non-refundable fee. Department of Aviation, Safety and Security handles and processes all lost or stolen badges, and a police report is taken in their office. O'Hare Communications Center (773-894-5000) must be immediately notified of lost or stolen badges.

The Department of Aviation Police will confiscate, on sight, improperly used, malfunctioning, damaged and expired ID. Therefore, any employee who willfully allows another person to use his/her ID badge shall have the ID badge confiscated, shall be removed from the active files of the ID Badge Access Control Computer System, shall be referred to his/her employer for disciplinary action, and may be subject to legal prosecution. The Department of Aviation reserves the right to require company justification/explanation prior to replacement, and/or refuse replacement for violating Access Regulations. Employees whose badges are confiscated should ask the Officer for the receipt attached to the Confiscation Report, contact their employer and follow replacement procedures.

Individuals whose ID badge is confiscated should not report to ID Badging without a signed application, call Compliance/Security to discuss security violations on the telephone, submit a "lost/stolen" report. This will be treated as a serious and intentional security violation, and access privileges may be revoked immediately and/or permanently.

Your badge is valid until your next birthday and should be renewed each subsequent year before your birthday or within 30 days prior to your birthday.

I have read and understand the above ID Badging Policies:

Signed

Print Name

Date

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SECURITY /SAFETY SECURITY

Chicago Police Department vs. Checkpoint Security Safety, security and loss prevention concerns relating to concessionaires and employees are the responsibility of the Chicago Police Department and the Department

of Aviation. All questions, concerns or comments should be directed to them.

Employees operating the security checkpoints are TSA employees and have no responsibility to airport businesses. Their only job is to screen people coming through the checkpoints.

Chicago Police Department- 894-9111 This is the 911 number for O'Hare. If you call 911 directly, your call will simply be transferred to this number. Use 894-9111 for all emergencies.

CAPS Program

Chicago Alternative Policing Strategy program creates "neighborhood beat" officers at the airport'.

These designated officers are your first contact regarding concerns or problems. Get to know your CAPS officer for the terminal in which you operate. Call 686-8939 for information on the program.

Crimestoppers Hotline 800422-3489 Employees may use this tip line to alert CPD to suspicious activity from other employees within or outside your company. You may leave your name for a possible reward, or leave an anonymous tip.

Security Responsibilities - Wearing of Badges It is a DOA requirement that all employees wear their airport badges on the outermost garment with the face-side visible. ID badges must be worn the entire time an employee is in the secured area. See the policies stated in the ID Badging section.

New employees cannot work until they have completed the badging procedure. You may not escort employees through security for training.

Prosecution of Shoplifters

To maintain security levels at the airport, concessionaires are strongly encouraged to prosecute shoplifters by attending court sessions. If you catch a shoplifter or observed one that you were unable to detain, immediately call 894-9111 for the Chicago Police Department. They will file a report for you. In order to curb this activity, you must attend court sessions.

Reporting Incidents

All badged employees function as a second set of eyes and ears for the DOA Security and the Chicago Police Department. If you witness a crime or suspicious activity (such as a lone package that appears to be unattended), please call the Police Department at 894-9111.

Loitering

If you notice a problem with airport employees or other people unknown to you loitering in your store, please call OCC (894-5000) to report the incident. If you notice a consistent problem with a certain employee group, contact Unison and we will attempt to assist you in alleviating the problem.

SAFETY

Medical Emergencies

Paramedics are dispatched to handle medical emergencies. If your employee or a passenger is in distress, call 894-9111 for an ambulance. Patients are automatically taken to Resurrection Hospital. Resurrection's main phone number is (773) 774-8000. If the patient refuses to leave in an ambulance but still appears to need care, the University of Illinois-Chicago operates a Medical Center in Terminal 2. See below.

Non-Emergency Medical Issues For non-emergency care, the UIC Medical Center is available in Terminal 2. Employees and passengers that do not require an ambulance and/or can make their own way to the Center can be cared for here. The Center can treat someone with a serious condition if he/she comes to the Center. However, if a paramedic is called (through 911 or police), UIC will not be notified, nor will the paramedics bring the patient to the Center. See above for emergency information.

UIC accepts all insurance programs of airport employees with no up front payment required (your only follow up payment may be if you have not met your deductible with

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your own insurance plan.) Some users have requested, and UIC has made available, pre-authorization slips. This is so employees will not come to the Center without the pre-approval of a supervisor or manager. UIC can do blood pressure screening, drug testing or come speak to your employees about how to use the Center. The UIC Medical Center is open from 7:00am until 7:00 pm weekdays and from 9:00am until 5:00pm on weekends and holidays. A doctor is always on hand along with administrative staff. Call (773) 894-5100 for more information.

Reporting Concerns

It is in the best interest of every airport employee, including those working for tenant, to ensure that O'Hare is

a safe workplace and a safe place to visit. All employees are asked, therefore, to assist the DOA with safety by being proactive in reporting any incidents that might threaten the safety of O'Hare's employees or guests. This may include, among many other things, the following:

- spills
- icy sidewalks
- ceiling/roof leaks
- « potholes in the roadway
- non-functioning elevators/escalators
- buckled carpeting/flooring concerns
- bare electrical wires

When any employee notices these problems, call 686-2248. Your assistance will ensure a safe and happy work environment

After Hours Activity

It is to your benefit to notify Security (686-2385) when an employee will be working in the store/office after your normal operating hours. Some activities may need to be approved by the DOA, Security and/or the airlines. Call in advance to avoid any confusion. If you are in doubt, call the Unison offices for assistance.

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PARKING / TRANSPORTATION

Chicago Transit Authority (CTA)

At \$2.00, the CTA is recommended as the primary mode of transportation for airport concession employees. Pay CTA Fares with Chicago Card, Chicago Card Plus, Transit Cards, 30-Day, 7-Day, Visitor Passes, or cash. For an additional \$2.00/day (up to 12 hours), employees have the option of parking at the Cumberland lot, then taking the CTA to the airport, which would result in a maximum cost of \$6.00/day.

Employee Parking

Monthly parking passes are available to licensees doing business with the City. Parking rates are as follows:

Main parking outside Lot C \$350/month with \$350 deposit (across from Terminals)

International Terminal Lot D \$350/month with \$350 deposit

Economy Lot F \$100/month with \$100 deposit

Obtaining a monthly pass normally takes about a week. This procedure is outlined below:

- Come to the Unison Retail Management office for a Key Card Issuance Form and a Monthly Parking Application. New employees must complete both forms, requiring a supervisor's signature to be processed. Please ensure that the lot for which you have agreed to pay is circled and the starting month is indicated on the form.

- Bring the completed form to the Unison Retail Management office. We will route it to the Department of Aviation for processing. Parking approval could take a week, so please submit the required forms as soon as possible and arrange for temporary parking reimbursement if necessary.

- Once your request has been processed, Landside Operations will notify you to pick up the pass at the Aviation Administration Building.

Should you have any problems with this procedure, please contact the Unison Retail Management office immediately. We will work with DOA Landside Operations to remedy any problems.

Establishing Employee Parking Billing Accounts

If your company has not issued monthly passes in the past, prior to completing the required forms, your company must follow the procedure below:

- Write a letter (a sample of which follows) to Marcos Fernandez, General Manager, Landside Operations, Department of Aviation, O'Hare International Airport, 10510 West Zemke Road, P.O. Box 66142, Chicago, IL 60666 explaining your company's request to establish an account for parking. Please specify how many cards are needed and for which lots.

- The letter should include the company's legal name, billing address, fax number, an FEIN number and a contact name. Key Card Issuance Forms and Monthly Parking Applications for each parking key card requested should be sent to the Department of Aviation along with the letter.

- When you pick up a parking key card from DOA Landside Operations, you will be required to pay one

month's fee in advance plus the current month, as detailed below. This invoice will be generated prior to the pass issuance and faxed/mailed to the company.

Should you have any trouble with this procedure, please call Unison Retail Management at (773) 894-3900.

Monthly Billing

DOA will supply Standard Parking with the billing information provided on the Monthly Parking Application to generate an invoice during the period that your pass is being approved. At the time when your employee picks up the pass, he/she will be required to provide a check for one month's advance billing and the first month of the pass.

Future invoices will be mailed to allow for a 30-day payment period for the next months' use. Delinquent accounts face cancellation of parking passes and forfeiture of the deposit. Please call Standard Parking Finance at 773-686-7596 or e-mail wlock@standardParking.com <<mailto:wlock@standardParking.com>> with billing problems or questions.

Unfortunately, Standard Parking does not accept credit cards for payment on accounts at this time.

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Terminating a Pass

When you wish to terminate a pass (an employee is no longer using a pass due to termination or other arrangements), it is your responsibility to return the pass to Landside Operations in the AAB or call DOA Landside Operations at (773) 894-2028. It is in your best interest to do this immediately. Any notifications received after the 5th of the month will result in billing for the entire month. Adjustments can be made directly on the invoice as long as the payment and noted adjustments are received by the 5th of the month being billed. Date of discontinuation is the date you notify DOA of the change. Standard Parking cannot go back to monitor usage and change billing accordingly.

Advice

Do not store the parking key card near any magnet field or other magnetic strips like your ORD badge or credit cards because it is easily demagnetized. The pass should not be exposed to direct sunlight and should be treated as any valued banking or credit card.

On occasion, the Key Card machine may keep your parking card upon entrance, in which case you should take a ticket and go to DOA Landside Operations in the AAB to get a replacement (M-F 8:30 am - 4:30 pm), get a visitor pass from Unison, or press the call button and wait for a serviceman to arrive to retrieve your parking card. If your pass does not work upon exit you may be asked to complete a Key Card Incident Form or charged for parking, in which case you will be reimbursed by submitting the original receipt to DOA Landside Operations.

Customer Parking

Description of Lots

A variety of lots are available to customers at the airport. Parking is available in the following lots:

- A, B and C lots for short-term parking for Terminals 1,2 and 3;
- D for short-term parking for international terminal 5;
- E, F and G are for long-term parking for all terminals.
- Cell Phone Lot just inside Economy Parking Lot F is for motorists waiting to meet arriving passengers.

Lots A, B, C and D have easy, connecting access to the terminals. Lot E is connected to the airport by the Airport

transit System (ATS), via shuttle bus service.

Lot F and G connect to the ATS

For parking information, call Standard Parking Customer Service at (773) 686-7530 or Cashier Service at (773) 686-7532 (open 24 hours).

Rates are as follows:

Lots A (garage levels 2-6), B and C (outside)

First 10 Minutes \$ 0.00

I hour or less \$ 2.00 3 hours or less \$ 4.00 3 to 4 hours \$10.00 Each additional hour \$ 2.00

II to 24 hours \$30.00

Lot A (garage level 1)

First 10 Minutes \$ 0.00

1 hour or less \$2.00
3 hours or less \$4.00
4 hours or less \$10.00
5 hours or less \$26.00
6 hours or less \$31.00
7 hours or less \$36.00
8 hours or less \$41.00
9 hours or less \$46.00 9 to 24 hours \$50.00
Lot A (garage level 1) - Valet Parking

Hours

First 10 minutes
1 hour or less
2 hours or less
3 hours or less
4 hours or less
5 hours or less
6 hours or less
7 hours or less
8 hours or less 8 to 24 hours

First Day

\$ 0.00
\$10.00
\$16.00
\$20.00
\$25.00
\$26.00
\$27.00
\$28.00
\$30.00
\$45.00

Subsequent Day

\$6.00 \$8.00 \$10.00 \$12.00 \$14.00 \$16.00 \$21.00 \$26.00 \$45.00

Lot D (serving International T5)

1 hour or less \$2.00
2 hours or less \$6.00 Over 2-9 hours \$2/hour Over 9-13 hours \$5/hour Over 13-24 hours \$50.00

Lot E (long-term economy - use ATS to reach terminals)

1 hour or less \$2.00
2 hours or less \$4.00 Over 9-24 hours \$16.00

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Exhibit A

Premises, Transition Premises, Offices Premises, Storage Premises and New Concession Premises.

EXHIBIT A: EXISTING ALSO KNOWN AS TRANSITION PREMISES

HEVS » GIFTS SPECIALTY RETAIL OUTR FREE £PSB| S1RWfS

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Existing Concession Program - January 2011

Terminal 5 - Upper Level

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Chicago O'Hare International Airport

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75-02

5c* MS
Plotted by CADD Services for the Department of Aviation

EXHIBIT A: EXISTING ALSO KNOWN AS TRANSITION PREMISES

Existing Concession Program - January 2009

Terminals - Baggage Level

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Exhibit A: New Concession Premises

4 Exhibit A: New Concession Premises

NEWS AND BOOKS

MSt food

COMMON AREA

Proposed Master Plan

O'Hare International Airport-Terminal 5 RFP Concessions Program

BRININSTOOL KERWIN . LYNCH

© 2010 Bnrrolool. Kf twin 61 Lv*dl LLC 6

Exhibit A_&tdtage Sdace

CATEGORY

H" " 1 AIRLINES & CIGATCC (7,289 SF)

CITY OF CHICAGO MANAGEMENT (1,654 SF)

TOTAL OFFICE SPACE - 6,943 SF

Terminal 5 - Mezzanine Level

Chicago O'Hare International Airport

Richer d U. Daily • Mayor

Department of Aviation

RoMfnori* S. Andofino « Commtioiwr

T5-UEZ

Exhibit B

List of Initial Subtenants and Respective Concession Operations

EXHIBIT B

List of Initial Subtenants and Respective Concession Operations

| Location | Type of Concession | Proposed Concept |
|-----------------------|--------------------|------------------|
| NG-1 (Main) | News & Gift | Hudson News |
| NG-2 (East-Middle) | News & Gift | Hudson News |
| NG-3 (East-End) | News & Gift | Hudson News |
| NG-4 (West-End) | News & Gift | Hudson News |
| NG-5 (Arrivals) | News & Gift | Hudson News |
| DF-1 (Main-North) | Duty Free | Dufry |
| DF-2 (Main-South) | Duty Free | Dufry |
| DF-3 (Boutique-West) | Duty Free | Dufry |
| DF-4 (Boutique-East) | Duty Free | Dufry |
| DF-5 (West) | Duty Free | Dufry |
| DF-6 (East) | Duty Free | Dufry |
| Temp DF-1 (Main Temp) | Duty Free | Dufry |
| Temp DF-2 (East Temp) | I Duty Free | Dufry |
| FSR-1 (Food Court) | Food & Beverage | Areas/Cubby Bear |

| | | |
|------------------------|------------------|--------------------------|
| F-1 (Food Court) | Food & Beverage | Areas/Currito |
| F-2 (Food Court) | Food & Beverage | Areas/Home Run Inn |
| F-3 (Food Court) | Food & Beverage | Areas/Espressamente Illy |
| F-4 (East) | Food & Beverage | Areas/V osges |
| F-5 (East) | Food & Beverage | Areas/Al's Beef |
| F-6 (East) | Food & Beverage | Areas/Kamehachi |
| F-7 (West) | Food & Beverage | Areas/Max & Benny's |
| F-8 (Pre-Security) | Food & Beverage | Areas/Dunkin Donuts |
| F-9 (Arrivals) | Food & Beverage | Areas/Dunkin Donuts |
| F-10 (Arrivals) | Food & Beverage | Areas/Al's Beef |
| Temp-1 (Post Security) | Food & Beverage | Areas/TBD (Coffee) |
| Temp-2 (Post Security) | Food & Beverage | Areas/TBD (Coffee) |
| Temp-3 (Post Security) | Food & Beverage | Areas/TBD (Grab 'n Go) |
| Temp-4 (Post Security) | Food & Beverage | Areas/TBD (Bar) |
| R-1 (Center) | Specialty Retail | Blackberry |
| R-2 (West) | Specialty Retail | TBD |
| R-3 (West) | Specialty Retail | InMotion Entertainment |
| R-4 (Center) | Specialty Retail | Brookstone |
| S-1 (Center) | Services | Xpress Spa |

List of Existing Concessions

| Existing Concept | Type of Concession | Proposed Status |
|-------------------------------------|---------------------------|--------------------------|
| Chicago News & Gifts (Arrivals) | News & Gift | Reconcept - Hudson News |
| Chicago News & Gifts (Main) | News & Gift | Reconcept - Hudson News |
| Chicago News & Gifts (East) | News & Gift | Reconcept - Hudson News |
| Chicago News & Gifts (Mobile) | News & Gift | Reconcept - Hudson News |
| Duty Free Americas (Main) | Duty Free | Reconcept - Dufry |
| Duty Free Americas (East) | Duty Free | Reconcept - Dufry |
| Duty Free Americas (Mobile) | Duty Free | Reconcept - Dufry |
| McDonald's (Food Court) | Food & Beverage | Remain During Transition |
| McDonald's (Arrivals) | Food & Beverage | Remain During Transition |
| Gold Coast Dogs (Food Court) | Food & Beverage | Close During Transition |
| Pizzeria Uno (Food Court) | Food & Beverage | Remain During Transition |
| Lou Mitchell's Express (Food Court) | Food & Beverage | Remain During Transition |
| Windy City Frozen Yogurt (Arrivals) | Food & Beverage | Close During Transition |
| Chicago Bar (Food Court) | Food & Beverage | Remain During Transition |
| Windy City Bar (Arrivals) | Food & Beverage | Remain During Transition |
| Mind works (Pre-Security) | Specialty Retail | Reconcept - TBD |
| Stellar Partners (RMUs) | Specialty Retail | Reconcept - TBD |

Exhibit C**Special Conditions Regarding ACDBE Participation and ACDBE Compliance Plan**

SPECIAL CONDITIONS REGARDING AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
COMMITMENT

I. POLICY AND PROGRAM

It is the policy of the City of Chicago ("City") not to discriminate on the basis of race, color, sex or national origin in the award or performance of airport concession agreements. Because the City is a recipient of Airport Improvement Program funds from the Federal Aviation Administration ("FAA"), the concessions at the City's airports are subject to 49 CFR Part 23, Participation of Disadvantaged Business Enterprise in Airport Concessions ("Part 23"). The City will not, directly or indirectly, through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or impeding the accomplishment of the objectives of Part 23. Compliance with Part 23 requirements will not diminish or supplant the Tenant's obligations to comply with nondiscrimination laws as required elsewhere in the Agreement. In the event of a conflict between the provisions of these Special Conditions and the requirements of Part 23, the requirements of Part 23 shall prevail. Part 23 is available on-line at

www.access.gpo.gov/nara/cfr/waisidx_06/49cfr23_06.html

<http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr23_06.html>.

It is further the policy of the City, in accordance with the requirements of Part 23, that Airport Concession Disadvantaged Business Enterprises ("ACDBEs") have the maximum opportunity to participate fully in the City's airport concession program. As used throughout these Special Conditions, the term "ACDBE" means an entity that has been certified as such under the Illinois Unified Certification Program ("UCP"). If a firm is not certified by the Illinois UCP as an ACDBE in accordance with the standards in Part 23, the firm's participation is not counted for Part 23 purposes. ACDBEs certified by other jurisdictions are not considered certified ACDBEs for purposes of this Agreement and will not be counted as such unless they have also been certified by the Illinois UCP, unless the requirements of Part 23 are amended to permit such counting.

In accordance with Part 23, Subparts B and D, the City submitted an ACDBE Program and ACDBE Goal for approval by the FAA. The FAA-approved ACDBE Program and ACDBE Goal are available upon request. In the event of any amendments or revisions to Part 23 (or any related or superseding regulations), these Special Conditions shall be subject to such revised regulations and any City-promulgated program, regulations, or goals established thereunder. Upon request by the City, this Agreement shall be amended to replace these Special Conditions with revised Special Conditions that reflect the then-current federal regulations, if necessary.

The following assurances are required to be included in the Agreement by 49 CFR §23.9(c). Tenant is deemed to be the "concessionaire or contractor" referenced.

1. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire or contractor

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SPECIAL CONDITIONS REGARDING AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
COMMITMENT

agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase order or other agreement covered by 49 CFR Part 23.

2. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

II. GOALS

The City has established, and the Federal Aviation Administration has approved, aspirational goals for ACDBE participation in its airport concessions program as required by Part 23, Subpart D. Generally, ACDBE

participation in airport concessions is measured as a percentage of annual gross receipts earned by the concessions. Details on counting ACDBE participation are found in 49 CFR §§23.53 (rental car concessions) and 23.55 (non-rental car concessions) and described further below:

Rental Car Concessions. Due to the lack of ACDBE rental car companies, the national or regional nature of rental car industry procurement practices and a general lack of reliable historical data, the City has determined that the aspirational goal for ACDBE participation in rental car concessions is 0%. Nevertheless, rental car concessionaires are encouraged to use all reasonable efforts to maximize procurement of goods and services from ACDBEs that may be certified in the Illinois UCP or the UCPs of other states.

Non-Rental Car Concessions. The City has determined that the appropriate aspirational goal for ACDBE participation in non-rental car concessions is 40%. Historical data regarding ACDBE participation at the City's airports indicates that this aspirational goal should consist of a race-neutral goal of 15% and a race-conscious goal of 25%.

The foregoing aspirational goals are for the City's concessions program as a whole. With respect to this Agreement, the City may or may not have established a contract-specific ACDBE aspirational goal at the time that the City issued the Request for Proposals for the concession ("RFP"). If the RFP included a contract-specific goal, Tenant's proposal either included participation by ACDBE(s) that met or exceeded the contract-specific goal or Tenant demonstrated "good faith efforts" to meet that contract-specific goal but was unable to do so. Guidance on "good faith efforts" can be found in Appendix A to 49 C.F.R. Part 26. Appendix A as it appears on the date of the Agreement is incorporated in Section VI.A. of these Special Conditions, but Tenant is responsible for compliance with federal regulations as they may be amended from time to time.

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SPECIAL CONDITIONS REGARDING AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

COMMITMENT

III. TENANT'S ACDBE COMMITMENT

A. INITIAL ACDBE COMMITMENT

1. **Rental Cars.** As provided in II above, there is no ACDBE participation goal for rental car concession agreements. Consequently, rental car concessions are not required to commit to a percentage participation by ACDBEs in the concession, but rental car companies are strongly encouraged to utilize ACDBEs to the maximum extent possible in the procurement of goods and services.

2. **Non-Rental Cars.** The extent and nature of the ACDBE participation commitment by Tenant is documented in Schedules B, C and/or D attached to these Special Conditions ("ACDBE Commitment"). As used these Special Conditions and in Schedules B, C and D, "Tenant" means the entity with whom the City has entered into a concession agreement, whether that entity is referred to in that agreement as "Tenant", "Licensee" or other term.

If there is ACDBE participation in the form of a joint venture member, the attached Schedule B sets forth the essential terms of that joint venture participation, including a representation as to the value of the ACDBE's activities in operating the concession as a percentage of gross revenues, and a copy of the joint venture agreement is attached to Schedule B. If there is ACDBE participation in the form of ACDBE(s) acting as sublicensee(s) or subcontractor(s), it is documented in Schedules C and D. Schedule(s) C is the commitment by the ACDBE(s) to participate by providing the goods or services indicated, and Schedule D is the commitment by the non-ACDBE to such participation by the ACDBE(s).

B. CHANGES IN ACDBE PARTICIPATION

Arbitrary changes by the Tenant in its ACDBE Commitment are prohibited; however, the foregoing is not intended to preclude Tenant from exceeding its ACDBE commitment. Further, after entering into a joint venture agreement, sublicense or subcontract (collectively, "ACDBE agreement") with each approved ACDBE, Tenant and each ACDBE must thereafter neither terminate the ACDBE agreement, reduce the scope of the ACDBE's

participation in the concession, nor decrease the compensation to the ACDBE, as applicable, without in each instance receiving the prior written approval of the City. Tenant must promptly notify the Commissioner of any proposed change in an ACDBE agreement and submit a copy of the proposed amendment to the ACDBE agreement. In any event, the collective participation of the previously approved ACDBE(s) must either continue to contribute to the concession at least the value of the ACDBE Commitment, as stated in terms

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SPECIAL CONDITIONS REGARDING AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) COMMITMENT

of a percentage of gross revenues, or Tenant must use good faith efforts to increase ACDBE participation or to obtain substitute or additional ACDBE(s) pursuant to (D) below to maintain the ACDBE Commitment, except as provided in (C) below. Failure to comply with the ACDBE Commitment is an event of default under the Agreement. If the proposed change in ACDBE participation is approved by the City, Tenant and ACDBE(s) must complete revised Schedules B, C or D, as applicable.

C. INVOLUNTARY CHANGES IN ACDBE PARTICIPATION

1. In the event that it appears that Tenant will not comply with its ACDBE Commitment because: (i) an ACDBE has defaulted in its performance under the ACDBE agreement through no fault of Tenant, (ii) an ACDBE is decertified by the Illinois UCP through no fault of Tenant and the ACDBE's participation can no longer be counted, (iii) the ACDBE's certified area of specialty has been changed through no fault of Tenant and the ACDBE's participation can no longer be counted, or (iv) an ACDBE is otherwise unable or unwilling to perform its obligations through no fault of Tenant, then Tenant must promptly notify the City, specifying one or more of the foregoing reasons as the cause for potential non-compliance with the ACDBE Commitment. If the City concurs with the specified reason, Tenant shall use good faith efforts as described in Section VI below to replace the ACDBE's participation with participation by another ACDBE. As provided in Section VI, Tenant must demonstrate those good faith efforts to the satisfaction of the Commissioner. In the event that Tenant wishes to replace an ACDBE or reduce an ACDBE's participation for reasons other than the foregoing, Tenant must use good faith efforts to replace the ACDBE's participation with participation by an ACDBE that is acceptable to the City so that total ACDBE participation meets or exceeds the ACDBE Commitment, and Tenant's good faith efforts to do so are not sufficient. Failure to comply with the foregoing shall be an event of default under the Agreement.

2. Tenant's reasons for termination of an ACDBE's participation must be fully explained and supported with adequate documentation. Stated reasons which will NOT be acceptable include: Replacement firm has been recruited to perform the same function under terms more advantageous to the Tenant; issues about performance by the committed ACDBE were disputed and no reasonable effort has been taken to have the issues resolved or mediated satisfactorily; and an ACDBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

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SPECIAL CONDITIONS REGARDING AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) COMMITMENT

D. ACDBE SUBSTITUTION AND ADDITIONAL ACDBEs

If Tenant identifies a substitute, replacement or additional ACDBE for the City's approval, Tenant's request for approval shall include the name, address, and principal official of the proposed ACDBE; the nature and essential terms of the ACDBE agreement under which the ACDBE will participate; and a letter of intent signed by Tenant and the ACDBE to enter into such an ACDBE agreement upon approval by the City. Tenant must provide such other affidavits and documents as the City may request to evaluate the request. The City will

evaluate and respond to the submitted documentation within a reasonable time after the submittal of a complete request. The response may be in the form of approving the request, requiring more information, or requiring an interview.

Actual use of a substitute, replacement or additional ACDBE should not be made by Tenant before City approval is given. An ACDBE agreement between Tenant and the ACDBE must be executed within the time specified by the City, and a fully executed copy of the ACDBE agreement must be submitted immediately to the City.

E. AGREEMENT EXTENSIONS, ASSIGNMENTS AND SUBLEASES

If the Agreement contains a term extension or if the Tenant proposes an assignment or sublease of the Agreement, as a condition precedent to the City's consent to such extension, assignment or sublease, the City and Tenant will revisit and possibly adjust the Tenant's ACDBE Commitment to reflect any possible change in ACDBE availability and to ensure compliance with Part 23 as it may have been amended in the interim. Tenant will be required to provide amended Schedules D, B, or C, along with amended ACDBE agreements, to reflect any required changes to the ACDBE Commitment or provide documentation of good faith efforts to achieve increased ACDBE participation.

IV. COUNTING ACDBE PARTICIPATION

A. NON-RENTAL CAR CONCESSIONS

In order for their participation in the concession to be counted and reported to the FAA, ACDBEs must perform a commercially useful function, as defined in 49 CFR §23.55(a). The work performed or gross receipts earned by a firm after its ACDBE eligibility has been removed are not counted, except as provided in 49 CFR §23.55 (j). Costs incurred in connection with the renovation, repair, or construction of a concession facility (sometimes referred to as the "buildout") are not counted. Otherwise, ACDBE participation in non-rental car concessions is counted as follows:

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SPECIAL CONDITIONS REGARDING AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) COMMITMENT

1. Tenant is an ACDBE. When Tenant is an ACDBE, the gross receipts earned by Tenant are counted. Gross receipts attributable to a non-ACDBE sublicensee of Tenant are not counted.
2. Sublicensee is an ACDBE. When an ACDBE performs as a sublicensee to Tenant with its own concession location the gross receipts earned by the ACDBE at its separate location are counted. The ACDBE location must be independently operated by the ACDBE as evidenced by the ACDBE's responsibility for all aspects of the management and operation of the location. Gross receipts attributable to a non-ACDBE sublicensee of the ACDBE are not counted.
3. Tenant is a Joint Venture. When an ACDBE performs as a participant in a joint venture, the portion of gross receipts equal to a distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces are counted.
 - a. *When Tenant is a joint venture, Tenant must submit the joint venture agreement, and must submit on an ongoing basis any updates, changes, or amendments to the joint venture agreement. The joint venture agreement must clearly define the participation of each party in the contribution of property, capital, efforts, skills and knowledge, and must include all the information required by the FAA ACDBE Joint Venture Guidance.*
 - b. When Tenant is a joint venture consisting only of ACDBEs, the gross receipts earned by Tenant are counted. Gross receipts attributable to a non-ACDBE sublicensee of Tenant are not counted.
 - c. Joint Venture/Separate Locations. When Tenant is a joint venture which includes a non-ACDBE and in which an ACDBE operates its own separate location, the gross receipts earned by the ACDBE at its separate location are counted. The ACDBE location must be independently operated by the ACDBE as evidenced by the

ACDBE's responsibility for all aspects of the management and operation of the location. Gross receipts attributable to a non-ACDBE sublicensee of the ACDBE are not counted.

d. Joint Venture/Jointly-operated Locations. When Tenant is a joint venture with an ACDBE participant and the ACDBE jointly participates with a non-ACDBE in the operation of all locations, only the portion of the Tenant's gross receipts attributable to the distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces is counted.

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SPECIAL CONDITIONS REGARDING AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) COMMITMENT

4. Subcontractor Participation. When an ACDBE provides, as a subcontractor to Tenant, goods or services for operation of the concession, the amounts paid to the ACDBE are counted as provided below. However, if the ACDBE enters into a subcontract with a non-ACDBE to provide the goods or services, the amounts paid to the non-ACDBE are not counted.

a. The entire amount of fees or commissions charged by an ACDBE firm for a bona fide service, provided that the City determines this amount to be reasonable and not excessive as compared with fees customarily paid for similar services. Such services may include, but are not limited to, professional, technical, consultant, legal, security systems, advertising, building cleaning and maintenance, computer programming, or managerial.

b. The entire amount of the cost of goods obtained from an ACDBE manufacturer, as provided in 49 CFR §23.55(f).

c. The entire amount of the cost of goods purchased or leased from an ACDBE regular dealer, as provided in 49 CFR §23.55(g).

d. For goods purchased from an ACDBE which is neither a manufacturer nor a regular dealer, the amount of reasonable fees, commissions, or delivery charges earned by the ACDBE, as provided in 49 CFR §23.55(h).

B. RENTAL CAR CONCESSIONS

If Tenant is a rental car company, ACDBE participation counts in accordance with the provisions of 49 CFR §23.53. Goods and services will be counted in accordance with the following:

1. The entire amount of the cost charged by an ACDBE for repairing vehicles, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services; and further provided that any portion of a fee paid by a manufacturer to an ACDBE car dealership for reimbursement of work performed under the manufacturer's warranty is excluded;

2. The entire amount of the fee or commission charged by an ACDBE to manage a car rental concession under an agreement with the Tenant, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services.

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SPECIAL CONDITIONS REGARDING AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) COMMITMENT

3. For other goods and services, ACDBE participation counts as provided in 49 CFR §26.55 and §23.55. In the event of any conflict between these two sections, §23.55 controls.

4. If a rental car company has a national or regional contract with an ACDBE, it may count a pro-rated share of the amount of that contract toward the goals of each airport covered by the contract as provided in §23.55(f). Rental car companies may also count ACDBE direct participation through direct ownership arrangements, but such arrangements are not required.

V. CERTIFICATION, RECORDS, REPORTS AND MONITORING

A. CERTIFICATION

Copies of letters of certification from a member of the Illinois UCP for each ACDBE that is part of Tenant's ACDBE Commitment must be attached to their respective Schedule C or Schedule B. All letters of certification issued by the City of Chicago include a statement of the ACDBE firm's area of specialization.

Each ACDBE must promptly notify Tenant if there is any change in the ACDBE's certification status. Tenant, in turn, must notify Commissioner of any change in an ACDBE's certification status and provide a copy of any correspondence from the certifying agency regarding the status of an ACDBE's certification.

The ACDBE's scope of work, as detailed by Schedule B, C or D, must conform to its stated area of specialization. If, during the course of this Agreement, Tenant proposes to amend Schedules B, C or D so that an ACDBE performs additional work or supplies additional goods, materials or services not covered by its area of certification, the ACDBE must request an expansion of its certification scope for such work, goods, materials or services in order to count toward the ACDBE's participation in the concession. The request to expand the scope of the ACDBE's certification, together with all documentation required by the City to process that request, must be received by the City at least 60 days in advance of the proposed date to perform such additional work or supply such additional goods, materials or services.

B. RECORDKEEPING

The Tenant must maintain records of all relevant data with respect to the utilization of ACDBEs, retaining these records for a period of at least three years after termination or

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SPECIAL CONDITIONS REGARDING AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

COMMITMENT

expiration of the Agreement. Tenant grants full access to these records to the City of Chicago, Federal or State authorities, the US Department of Justice, or their duly authorized representatives.

C. REPORTING

Tenant must file ACDBE utilization reports (monthly if non-rental car and quarterly if rental car), together with its concession license fee payment, delineating for the month or quarter, as applicable, and cumulatively for the year-to-date: (i) contribution by ACDBE joint venture member(s) or sublicensee(s) to Tenant's gross receipts and (ii) payments to ACDBE subcontractor(s). Each ACDBE utilization report must be signed by an authorized officer or representative of the Tenant.

D. MONITORING

The City will, from time to time during the term of the Agreement, conduct investigations and interviews to monitor and verify that ACDBE participation in the concession meets or exceeds the ACDBE Commitment. Tenant must give, upon request, earnest and prompt cooperation to the City in submitting to inspections and interviews, in allowing entry to places of business, in providing further documentation, and in requiring the cooperation of its ACDBEs.

If the City determines that an ACDBE's actual role or responsibilities do not comply with the representations made by Tenant and the ACDBE in Schedules B, C or D, or that Tenant and/or ACDBE have misrepresented to the City either the payments to the ACDBE or the value of the ACDBE's participation in a joint venture, it shall be an event of default under the Agreement.

E. JOINT VENTURES.

When Tenant is a joint venture, additional reporting is required. Tenant must submit a copy of the joint venture agreement, and must submit within ten business days of execution, copies of any updates, changes, or amendments to the joint venture agreement. The joint venture agreement must clearly define the participation of each party in the contribution of property, capital, efforts, skills and knowledge.

In addition to providing information about the joint venture agreement itself, information Tenant must submit to the City on an ongoing basis includes but is not limited to:

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**SPECIAL CONDITIONS REGARDING AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
COMMITMENT**

1. Capital contributions. Tenant must specify the initial capital contributions made by each party, and how future capital contributions are allocated.
2. Financial statements and other documentation demonstrating that profits and losses are being allocated in accordance with the joint venture agreement.
3. Minutes, agendas, and attendance rosters of meetings of the joint venture partners, to be provided for review by the City no less than once per year.
4. Detailed valuation of the distinct portion of the work performed by the ACDBE participant(s).

The City may require Tenant to submit additional documentation as the City deems necessary to comply with FAA regulations or guidance, or otherwise as evidence to substantiate the value of the ACDBE's contribution or the amount of the ACDBE's participation. If the Tenant fails to submit satisfactory documentation, it is an event of default under the Agreement.

VI. GOOD FAITH EFFORTS

A. EXAMPLES

Examples of "good faith efforts" are described below and in 49 CFR §23.25, 49 CFR §26.53, and Appendix A to 49 CFR Part 26. As provided in §23.25, §26.53 and Appendix A to 49 C.F.R. Part 26, the following are examples of documented actions that the City may take into consideration in determining whether Tenant made good faith efforts:

1. Soliciting through all reasonable and available means (e.g., advertising and/or written notices) the interest of all certified ACDBEs who have the capability to perform work or services or to supply goods relevant to the concession. Tenant must solicit this interest within sufficient time to allow the ACDBEs to respond to the solicitation. Tenant must determine with certainty if the ACDBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Soliciting the work, services or goods in portions that increase the likelihood that an ACDBE can perform the work or services or provide the goods. This includes, when appropriate, breaking out contract items into economically feasible units to facilitate ACDBE participation, even when the concessionaire might otherwise prefer to perform these work items with its own forces.

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**SPECIAL CONDITIONS REGARDING AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
COMMITMENT**

3. Providing interested ACDBEs with adequate information about the operations, management and requirements of the concession in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested ACDBEs. Evidence of such negotiation includes the names, addresses and telephone numbers of ACDBEs that were considered; a description of the information provided regarding the opportunities selected for possible ACDBE participation; and evidence as to why agreement could not be reached for ACDBEs to perform the work.

NOTE: A concessionaire using good business judgment would consider a number of factors in negotiating with potential business partners or subcontractors, including ACDBEs, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using ACDBEs is not in itself sufficient reason for a failure to meet the ACDBE Commitment, as long as such costs are reasonable. Concessionaires are not, however, required to accept higher quotes from ACDBEs if the price difference in comparison to non-ACDBEs is excessive or unreasonable.

5. Not rejecting ACDBEs as being unqualified without sound reasons based on a thorough investigation of their

capabilities. The ACDBE's standing within its industry, membership in specific groups, organization or associations and political or social affiliation (for example union vs. non-union employee status) are not legitimate causes for rejection.

6. Making efforts to assist interested ACDBEs in obtaining bonding, lines of credit or insurance as required by the City or Tenant.

7. Making efforts to assist interested ACDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

8. Effectively using the services of available minority/women community organizations and contractors' groups; local, state and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of ACDBEs.

B. DOCUMENTATION

Whenever Tenant is required to demonstrate good faith efforts by Part 23 or these Special Conditions, Tenant must provide supporting documentation to the satisfaction of the Commissioner. This means documentation to show that Tenant took all necessary and

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SPECIAL CONDITIONS REGARDING AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) COMMITMENT

reasonable steps which by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain compliance, even if not fully successful. The following types of documentation, as applicable to the situation, will be considered by the City in determining whether Tenant has made good faith efforts:

1. A listing of all ACDBE firms that were contacted that includes:
 - a. names, address and telephone numbers of ACDBE firms contacted;
 - b. date and time of contact;
 - c. method of contact (written, telephone, transmittal of facsimile documents, etc.);
 - d. name of the person contacted.
2. Copies of letters or any other evidence of mailing that substantiates outreach to ACDBE vendors that include:
 - a. concession identification and location;
 - b. descriptions/classification/commodity of work, services or goods for which quotations were sought; and
 - c. date, time and location for submittal of bids or proposals.
3. Detailed statement which summarizes direct negotiations with appropriate ACDBE firms and indicates why negotiations were unsuccessful.
4. Affirmation that good faith efforts have been demonstrated by choosing opportunities likely to be performed by ACDBEs by not imposing any limiting conditions which were not mandatory for all potential bidders\proposers; or denying the benefits ordinarily conferred for the type of opportunity that was solicited.
5. Copies of proposed portions of the work, services or goods to be performed or provided by ACDBEs in order to increase the likelihood of ACDBE participation.
6. Evidence that Tenant negotiated in good faith with interested ACDBEs.
7. Evidence that Tenant did not reject ACDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

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SPECIAL CONDITIONS REGARDING AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) COMMITMENT

8. Evidence that Tenant made efforts to assist interested ACDBEs in obtaining bonding, lines of credit or insurance, as required by the City or the concessionaire.
9. Evidence that Tenant made efforts to assist interested ACDBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
10. Evidence that Tenant has provided timely notice of the opportunity to at least 50 percent of the applicable ACDBEs listed in the Illinois UCP Directory. The City may contact the ACDBEs identified by Tenant for verification of such notification.
11. Evidence that ACDBE participation is excessively costly. ACDBE participation will be deemed excessively costly when the ACDBE bid or proposal exceeds the average price quoted by others by more than 15 percent. In order to establish that an ACDBE's quote is excessively costly, Tenant must provide the following information:
 - a. A detailed statement of the opportunity identified for ACDBE participation for which Tenant asserts the ACDBE quote(s) were excessively costly (in excess of 15 percent higher).
 - b. A listing of all potential business partners or subcontractors contacted for a quotation on that opportunity.
 - c. Prices quoted by all such potential business partners or subcontractors for that opportunity.
 - d. Other documentation that demonstrates to the satisfaction of the City that the ACDBE quotes are excessively costly, even though not in excess of 15 percent higher than the average price quoted.

C. ADMINISTRATIVE RECONSIDERATION

1. For the purposes of this Agreement, the City has delegated the responsibility for making the determination regarding a Tenant's good faith efforts to the Department of Aviation. The determination shall be based upon the Department's review of the documentation that the Tenant has timely submitted. Within five days of being informed by the Department that Tenant has not documented sufficient good faith efforts, Tenant may request administrative reconsideration. The request must be made in writing to the following official:

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SPECIAL CONDITIONS REGARDING AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) COMMITMENT

Department of Aviation 10510 West Zemke Road Chicago, Illinois 60666 Attention: Commissioner

NOTE: The Commissioner may not have played any role in the original determination that the Tenant did not make or timely document sufficient good faith efforts. The Commissioner may appoint a reconsideration officer, who did not play any role in the original determination, to act in his or her stead.

with copies to:

Office of Compliance 333 S. State St., Suite 320 Chicago, IL 60604

Attention: Deputy Director, Supplier Diversity

Department of Aviation 10510 West Zemke Road Chicago, Illinois 60666

Attention: Deputy Commissioner for Concessions

Department of Law

30 North LaSalle Street, Room 1400

Chicago, Illinois 60602

Attention: Deputy Corporation Counsel, Aviation

2. As part of this reconsideration, the Tenant will have the opportunity to provide written documentation or argument concerning the issue of whether it made adequate good faith efforts. The Tenant will have the opportunity to meet in person with the reconsideration officer to discuss whether it did so. The Department will send the Tenant a written decision on reconsideration, explaining the basis for finding that the Tenant did or did not make adequate good faith efforts.

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SPECIAL CONDITIONS REGARDING AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

COMMITMENT

VII. NON-COMPLIANCE AND DAMAGES

A. NON-COMPLIANCE GENERALLY

Tenant's failure to comply with these Special Conditions constitutes a material breach of the Agreement and entitles the City to declare an event of default. If Tenant fails to cure the default within the time allowed under the default provisions of the Agreement, the City may exercise those remedies provided for in the Agreement, at law or in equity, including termination of the Agreement. In addition to any remedies specified in the Agreement, at the City's option the term of this Agreement will become month-to-month until the City locates a new Tenant. At the City's option, any improvements added by Tenant must remain for the new tenant at no cost to the City or the new tenant.

B. NON-COMPLIANCE WITH ACDBE AGREEMENT

If Tenant has not complied with the requirements of an ACDBE agreement, the affected ACDBE may seek to recover from Tenant damages suffered by the ACDBEs as a result of such non-compliance. Such disputes may impact the quality of concessions at the City's airports and/or the ability of other airport tenants to solicit ACDBE participation. Therefore, Tenant consents to have any disputes between Tenant and affected ACDBEs resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys' fees, being recoverable by the prevailing party in accordance with any applicable regulations. This provision is intended for the benefit of all ACDBEs affected by Tenant's failure to comply with ACDBE agreements and grants ACDBEs specific third party beneficiary rights. In cases deemed appropriate by the City, a dispute may lead to the withholding of sums that the City may owe Tenant until the City receives a copy of the final arbitration decision, but in no event will Tenant be excused from making any payments due to the City during the pendency of a dispute. Noncompliance or non-cooperation with the City may affect continued eligibility to enter into future contracting arrangements with the City.

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SCHEDULE B - AFFIDAVIT OF ACDBE JOINT VENTURE IN AIRPORT CONCESSIONS

This form is to be submitted if Tenant is a joint venture that is proposing ACDBE participation in the concession as a joint venture member. Add additional sheets if necessary. A copy of the joint venture agreement must be attached to this Schedule B, along with copies of the most recent certification letter for each ACDBE identified below. The joint venture agreement must clearly state the following: 1) each joint venture member's roles and responsibilities in the management and day-to-day operations of the joint venture, 2) the capital contribution requirements for each joint venture member, and 3) the allocation of risks and liabilities between joint venture members. [NOTE: The concession Agreement with the City will require joint venture members to be jointly and severally liable for obligations of the joint venture under the concession Agreement.] If Tenant is proposing to perform as a joint venture, the City will not execute a concession Agreement with the Tenant until the City has received and reviewed a signed joint venture agreement that complies with the Federal Aviation Administration's regulations, policies and guidance. No subsequent changes to the joint venture agreement will be allowed without prior notice to the City. Any changes in the joint venture agreement that impact the roles, rights and/or responsibilities of the ACDBE joint venture member will require the prior approval of the City.

Name of Tenant joint venture:___

Description of Airport Concession (from title page of Request for Proposals):

Name, address and phone number of joint venture contact person:

I. Identify Joint Venture Members

Firms participating in joint venture (use additional pages if necessary):

Name of firm:___

Address:___

Phone Number:

Contact name/phone number:____
% ownership:_%
ACDBE: yes / no Certifying agency:____
Date of Certification:____
Type of work for which certification was granted:

Schedule B, page 1

Firms participating in joint venture (use additional pages if necessary):

Name of firm:_____
Address:_____
Phone Number:_____
Contact name/phone number:_____
% ownership:_%
ACDBE: yes / no Certifying agency:____
Date of Certification:____
Type of work for which certification was granted:
Name of firm:_____
Address:_____
Phone Number:_____
Contact name/phone number:_____
% ownership:_%
ACDBE: yes / no Certifying agency:____
Date of Certification:____
Type of work for which certification was granted:

II. Capital Investment

Non-ACDBE initial capital contribution: \$____
ACDBE initial capital contribution: \$____
Source of funds for the ACDBE capital contribution: Future capital contributions (explain requirements):

III. Joint Venture Agreement

For each of the following, cite the applicable provision of the joint venture agreement that addresses the question asked. Attach additional sheets if necessary.

Describe the portion of the work or elements of the business controlled by the ACDBE:
Describe the portion of the work or elements of the business controlled by the non-ACDBE:
% %

Schedule B, page 2

Describe the ACDBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board, voting rights, etc.):

Describe the ACDBE's share in the profits of the joint venture: ____

Describe the ACDBE's share in the risks of the joint venture: ____

Describe the roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):

a. ACDBE joint venture participant (s):____

b. Non- ACDBE joint venture participant(s): ____

Describe the roles and responsibilities of each joint venture participant with respect to day-to-day operation of the joint venture (use additional sheets if necessary):

a. ACDBE joint venture participant(s):____

b. Non- ACDBE joint venture participant(s): ____

IV. Management Information

Please provide information relating to the approximate number of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the ACDBE, non-ACDBE or joint venture.

Non-ACDBE Firm

ACDBE Firm

Joint Venture

Management

Support

Hourly Employees

Please provide the name of the person(s) who will be responsible for hiring employees for the joint venture: __

Who will they be employed by? __

Which firm will be responsible for accounting functions relative to the joint venture's business?

Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties (cite to applicable section(s) of joint venture agreement and use additional sheets if necessary):

List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved:

Schedule B, page 3

V. Employee Information

Are any of the proposed joint venture employees currently employees of any of the joint venture partners?
yes / no

If yes, please attach a roster showing the number and positions and indicates which firm currently employs the individual(s).

The undersigned covenants and agrees to provide the City with current, complete and accurate information regarding the actual performance by the ACDBE joint venture member in the concession's management and operations, as required by the concession Agreement and/or upon request by the City. Any material misrepresentations in this Schedule B, in the attached joint venture agreement, or in any other information provided to the City by Tenant regarding ACDBE participation will be an event of default under the concession Agreement and will be grounds for initiating action under applicable federal and state laws and regulations.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE TENANT TO MAKE THIS AFFIDAVIT.

(Name and Title of Affiant - Print or type)

(Signature)

(Date)

On this __ day of __, 20__,

The above signed officer, __ (Name of Affiant), personally appeared and,

■ known by me to be the person described in the above Affidavit, acknowledged that (s)he executed the same in the capacity stated above and for the purposes stated above.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

Seal

Commission expires: __

Schedule B, page 4

SCHEDULE C

Letter of Intent from ACDBE to Perform As Sublicensee, Subcontractor, Supplier and/or Consultant to Tenant

[NOTE: if Tenant is proposing to count ACDBE participation pursuant to a joint venture of ACDBE firms and non-ACDBE firms, use Schedule B - Affidavit of Joint Venture - instead of Schedules C and D.]

Name of Tenant:

Description of Airport Concession (from title page of Request for Proposals):

From: __ ("ACDBE")

Name of ACDBE Firm

To: __ and the City of Chicago:

Name of Tenant

The ACDBE certification status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago dated __ (or letter of certification from the Illinois

Department of Transportation dated __). This Schedule C and the Letter of Certification will be attached to Schedule D - Commitment of Tenant to ACDBE Participation. The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named airport concession:

Description of ACDBE Description of compensation

Participation in concession to be paid to ACDBE

Value of participation by ACDBE as percentage of projected concession gross revenues: %

[NOTE: If more space is needed to fully describe the ACDBE firm's proposed role and/or compensation, attach additional sheets.]

Schedule C: Letter of Intent from ACDBE

SUB-SUBCONTRACTING LEVELS

__% of the value of the ACDBE's participation will be sub-subcontracted to non-ACDBE contractors.

__% of the value of the ACDBE's participation will be sub-subcontracted to ACDBE contractors.

NOTES:

1) IF ACDBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE PARTICIPATION DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK ABOVE.

2) IF MORE THAN TEN PERCENT (10%) OF THE VALUE OF THE ACDBE'S PARTICIPATION WILL BE SUB-SUBCONTRACTED, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUB-SUBCONTRACTED MUST BE ATTACHED TO THIS SCHEDULE.

The undersigned will enter into a formal written agreement for the above participation with Tenant, conditioned upon the City of Chicago selecting the Tenant as a concessionaire, approval of Tenant's ACDBE Participation Commitment referencing this Schedule C by the City of Chicago, and successful negotiation of a concession Agreement between Tenant and the City of Chicago.

(Signature of Owner, President, or Authorized Agent of ACDBE)

Name/Title (Print)

Date

Phone

SCHEDULE D: Commitment by Tenant to Participation by Airport Concession Disadvantaged Business Enterprises (ACDBE's) as Sublicensee, Subcontractor, Supplier and/or Consultant to Tenant

[NOTE: If Tenant is proposing to count ACDBE participation pursuant to a joint venture of ACDBE firms and non-ACDBE firms, use Schedule B - Affidavit of Joint Venture - instead of Schedules C and D.]

Name of Tenant:

Description of Airport Concession (from title page of Request for Proposals):

State of__)

County (City) of__)

In connection with the above-referenced Airport Concession Request for Proposals ("RFP") and any concession agreement entered into pursuant to the RFP, I,

__(Name of Affiant) HEREBY DECLARE AND AFFIRM that I am

the__(Title of Affiant) and duly authorized representative of the above-named Tenant and that I have personally reviewed the information set forth in the attached Schedule(s) C, with the following being a summary of such information:

| Name of ACDBE Firm | Role of ACDBE in Concession (as set forth in Schedule C) | Proposed ACDBE Participation (as percentage of gross revenues) |
|--------------------|--|--|
|--------------------|--|--|

Total Proposed ACDBE Participation Commitment:_%

To the best of my knowledge, information, and belief, the facts and representations contained in the aforementioned attached Schedules are true, and no material facts have been omitted.

The Tenant will enter into formal agreements with all listed ACDBE firms for work as indicated by this Schedule D and accompanying Schedule(s) C so as to ensure compliance with the Total Proposed ACDBE Participation Commitment stated above, and understands that it must enter into such agreements as a condition precedent to execution of a concession Agreement by the City of Chicago. Copies of each signed sublicense, subcontract, purchase order, or other agreement (collectively, "ACDBE agreement") will be submitted to the Chicago Department of Aviation so as to assure receipt no later than ten (10) business days prior to anticipated execution of the concession Agreement by the City.

The Tenant designates the following person as its ACDBE Liaison Officer:

(Name - Please print or type) (Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE TENANT TO MAKE THIS AFFIDAVIT.

(Name and Title of Affiant - Print or type)

(Signature)

(Date)

On this _ day of __, 20__

The above signed officer, ____ (Name of Affiant), personally appeared and, known by me to be the person described in the above Affidavit, acknowledged that (s)he executed the same in the capacity stated above and for the purposes stated above.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

Commission expires: __

Seal

Exhibit D

Special Conditions Regarding MBE/WBE Participation and MBE/WBE Compliance Plan

(Rev. 8/04)

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

I. Policy and Terms

It is the policy of the City of Chicago that businesses certified as Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) 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, shall have the full and fair opportunities to participate fully in the performance of this agreement. Therefore, the bidder or contractor shall not discriminate against any person or business on the basis of race, color, national origin, or sex, and shall take affirmative actions to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

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

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

MBE Contract-Specific Goal: 24% WBE Contract-Specific Goal: 4%

This contract specific goal provision shall supersede any conflicting language or provisions that may be contained in this document.

For purposes of evaluating the bidder's responsiveness, the MBE and WBE contract specific goals shall be percentages

For purposes of evaluating the bidder's responsiveness, the MBE and WBE contract specific goals shall be percentages of the bidder's total base bid. However, the MBE and WBE contract specific goals shall apply to the total value of this contract, including all amendments and modifications. The Chief Procurement Officer may review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award, or \$50,000, whichever is greater, for opportunities to increase the participation of MBEs or WBEs already involved in the contract.

MBE and WBE contract specific goals are separate and a firm certified as both a MBE and a WBE shall not be credited more than once against a bidder's or contractor's MBE or WBE commitment in the performance of this contract.

II. Definitions

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

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

"Chief Procurement Officer" 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 or fulfilling responsibilities as a joint venture partner.

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

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"Contract Compliance Officer" means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

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

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

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

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a contract specific goal that, by their scope, intensity and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge.

"Minority Business Enterprise" or "MBE" means a firm certified as a minority-owned business enterprise in accordance with City Ordinances and Regulations.

"Women Business Enterprise" or "WBE" means a firm certified as a women-owned business enterprise in accordance with City Ordinances and Regulations.

III. Joint Ventures

The formation of joint ventures with MBEs and WBEs to meet contract specific goals is encouraged. A joint venture may be formed between MBEs and/or WBEs or between MBEs and/or WBEs and non-certified firms.

A. A joint venture may be eligible for credit towards the contract specific goals only if:

1. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the work of the contract, to be performed with its own forces and its own equipment and for which it is separately at risk, equal to 100% of the value of its ownership in the joint venture;
3. Each joint venture partner executes the bid to the City; and
4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract.

B. The Chief Procurement Officer shall evaluate the proposed joint venture agreement the Schedule B submitted on

27. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule 2 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 shall be final.

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

MBE and WBE participation shall be counted toward the contract specific goals as follows:

A. The value of the work actually performed by the MBE's or WBE's own forces shall be counted towards the contract specific goals. The entire amount of that portion of the construction contract that is performed by the MBE's or WBE's own forces, including supplies purchased or equipment leased by the MBE or WBE shall be counted. Supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or non-certified MBE's or WBE's shall not be counted towards the contract specific goals.

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B. 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. A joint venture may also count the dollar value of work subcontracted to other MBE's and WBE's. Work actually performed by the forces of a non-certified joint venture partner shall not be counted toward the contract specific goals.

C. When a MBE or WBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the contract specific goals only if the MBE's or WBE's subcontractor is itself a MBE or WBE. Work that a MBE or WBE subcontracts to a non-MBE or WBE does not count towards the contract specific goals.

D. A bidder or contractor may count toward its MBE or WBE contract specific goal sixty percent (60%) of its expenditures for materials and supplies required under the contract and obtained from a MBE or WBE regular dealer or supplier. A regular dealer or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer 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 dealer 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. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

E. A bidder or contractor may count toward its MBE or WBE contract specific goal one hundred percent (100%) of such expenditures to an MBE or WBE manufacturer. 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.

F. A bidder or contractor may count toward the contract specific goals the following expenditures to MBE or WBE firm's that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services 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.
2. 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.
3. The fees or commissions charged for providing any bonds or insurance 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.

G. A bidder or contractor may count toward the contract specific goals only expenditures to firms that perform a commercially useful function in the work of the contract.

1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The MBE or WBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

2. A MBE or WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE or WBE participation. In determining whether a MBE or WBE is such an extra participant, the Chief Procurement Officer shall examine similar transactions, particularly those in which MBEs or WBEs do not participate.

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3. If a MBE or WBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the MBE or WBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it is presumptively not performing a commercially useful function. The MBE or WBE may present evidence to the Chief Procurement Officer to rebut this presumption.

H. MBE and WBE contract specific goals are separate. A firm certified as both a MBE and a WBE shall not be credited more than once against a bidder's or contractor's MBE or WBE commitment in the performance of this contract.

V. Procedure to Determine Bid Compliance

The following Schedules and requirements govern the bidder's or contractor's MBEAA/BE proposal:

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

1. The parties' contributions of capital, personnel and equipment and share of the costs of insurance and bonding;
2. Work items to be performed by the MBEs or WBEs own forces;
3. Work items to be performed under the supervision of the MBE or WBE venture partner; and
4. The MBE's or WBE's commitment of management, supervisory and operative personnel dedicated to the performance of the project.

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

The bidder must submit a Schedule C with the bid for each MBE and WBE included on the Schedule D. Each Schedule C must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. An executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D within three (3) business days after the date of the bid opening when a facsimile copy of the Schedule C has been submitted with the bid.

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

The bidder must submit a Schedule D with the bid. An approved Compliance Plan is a condition precedent to commencement of the contract.

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

A bidder or contractor may not modify its Compliance Plan after bid opening except as directed by the Department of Procurement Services to correct minor errors or omissions. Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the contract specific goals. Except in cases where substantial, documented justification is provided, the bidder or contractor shall not reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedule Cs and Schedule D. All terms and conditions for MBE and WBE participation on the contract must be negotiated and agreed to between the bidder or contractor and the MBE or WBE prior to the submission of the Compliance Plan. If a proposed MBE or WBE ceases to be available after submission of the Compliance Plan, the bidder or contractor must comply with the provisions in Section VII.

D. Letters of Certification

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

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

E. Schedule F: Report of Subcontractor Solicitations

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

F. Schedule H: Documentation of Good Faith Efforts

1. If a bidder determines that it is unable to meet the contract specific goals, it must document its good faith efforts to do so, including the submission of Attachment C, Log of Contacts
2. If the bidder's Compliance Plan demonstrates that it has not met the contract specific goals in full or in part, the bidder must submit its Schedule H no later than three business days after notification by the Chief Procurement Officer of its status as the apparent lowest bidder.. Failure to submit a complete Schedule H will cause the bid to be rejected as non-responsive.

3. Documentation must include but is not necessarily limited to:

C. Documentation must include but is not necessarily limited to:

- a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;
- b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
 - i. Names, addresses and telephone numbers of firms solicited;
 - ii. Date and time of contact;
 - iii. Person contacted;
 - iv. Method of contact (letter, telephone call, facsimile, electronic mail, etc.)
- c. Evidence of contact, including:
 - i. Project identification and location;
 - ii. Classification/commodity of work items for which quotations were sought;
 - iii. Date, item and location for acceptance of subcontractor bids;
 - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why agreements were not reached.
- d. Documentation of bidder or contractor contacts with at least one of the minority and women assistance associations on Attachment A, by submission of Attachment B.
- F. Agreements between a bidder or contractor and an MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders or contractors are prohibited.
- G. Prior to award, the bidder agrees to promptly cooperate with the Department of Procurement Services in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed MBE or WBE. Failure to cooperate may render the bid non-responsive.
- H. If the City determines that the Compliance Plan contains minor errors or omissions, the bidder or contractor must submit a revised Compliance Plan within three (3) business days that remedies the minor errors or omissions. Failure to correct all minor errors or omissions may result in the determination that a bid is non-responsive.
- I. No later than three (3) business days after receipt of the executed contract, the contractor must execute a complete subcontract agreement or purchase order with each MBE and WBE listed in the Compliance Plan. No later than

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eight (8) business days after receipt of the executed contract, the contractor must provide copies of each signed subcontract, purchase order, or other agreement to the Department of Procurement Services.

VI. Demonstration of Good Faith Efforts

- A. In evaluating the Schedule H to determine whether the bidder or contractor has made good faith efforts, the performance of other bidders or contractors in meeting the goals may be considered.
- B. The Contract Compliance Officer shall consider, at a minimum, the bidder's or contractor's efforts to:
 1. Solicit through reasonable and available means at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H. The bidder or contractor must solicit MBEs and WBEs within sufficient time to allow them to respond. The bidder or contractor must take appropriate steps to follow up initial solicitations with interested MBEs or WBEs.
 2. Advertise the contract opportunities in media and other venues oriented toward MBEs and WBEs.
 3. Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 4. Negotiate in good faith with interested MBEs or WBEs that have submitted bids. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a bidder's or contractor's failure to meet the contract specific goals, as long as such costs are reasonable.
 5. Not reject MBEs or WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's or WBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the contract specific goals.
 6. Make a portion of the work available to MBE or WBE subcontractors and suppliers and selecting those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the contract specific goals.
 7. Make good faith efforts, despite the ability or desire of a bidder or contractor to perform the work of a contract with its own organization. A bidder or contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the contract specific goals have been met.
 8. Select portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation, even when the bidder or contractor might otherwise prefer to perform these work items with its own forces.

9. Make efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.

10. Make efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and

11. Effectively use the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

C. If the bidder disagrees with the City's determination that it did not make good faith efforts, the bidder may file a protest pursuant to the Department of Procurement Services Solicitation and Contracting Process Protest Procedures within 10 business days of a final adverse decision by the Contract Compliance Officer.

VII. Changes to Compliance Plan

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A. The bidder or contractor may not make changes to its Compliance Plan or contractual MBE and WBE commitments or substitute MBE or WBE subcontractors without the prior written approval of the Contract Compliance Officer.

Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the bidder's or 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 should have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

B. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following bases:

1. Unavailability after receipt of reasonable notice to proceed;
2. Failure of performance;
3. Financial incapacity;
4. Refusal by the subcontractor to honor the bid or proposal price or scope;
5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
6. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
7. The subcontractor's withdrawal of its bid or proposal; or
8. De-certification the subcontractor as a MBE or WBE.

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

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

2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the request.

3. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Contract Compliance Officer, it must make good faith efforts to meet the contract specific goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of good faith efforts, must meet the requirements in sections V and VI. If the MBE or WBE contract specific goal cannot be reached and good faith efforts have been made, the bidder or contractor may substitute with a non-MBE or non-WBE.

4. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Contract Compliance Officer to modify the Compliance Plan and must make good faith efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.

5. A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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

VIII. Reporting and Record Keeping

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A. During the term of the contract, the contractor shall submit partial and final waivers of lien from MBE and WBE

- A. During the term of the contract, the contractor shall submit partial and final waivers of lien from MBE and WBE subcontractors that show the accurate cumulative dollar amount of subcontractor payments made to date.
- B. The contractor shall file regular Status Reports of MBEAA/BE Subcontract Payments, detailing MBE and WBE payments to date, with each monthly payment voucher (Summary of Estimate). The voucher will not be transmitted to the City Comptroller for payment until the current Status Report has been filed with the Department of Procurement Services.
- C. The Contract Compliance Officer shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- D. The contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities, or other authorized persons.

IX. Non-Compliance

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

X. Arbitration

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

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

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

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

XI. Equal Employment Opportunity

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

XII. Information Sources

Small business guaranteed loans; surety bond guarantees:

U. S. Small Business Administration

500 West Madison Street, Suite 1250 Chicago, Illinois 60661

General information: (312)353-4528

Bond Guarantee Program - Surety Bonds: (312) 353-4003

Procurement Assistance: (312) 353-4503

Project information and general MBE/WBE Program information: City of Chicago

Department of Procurement Services

Contract Administration Division City Hall Room 403 Chicago, Illinois 60602 312-744-4900

City of Chicago

City of Chicago

Department of Procurement Services

Office of Vendor Relations City Hall - Room 403 Chicago, Illinois 60602 Attention: Monica Cardenas (312) 744-0845

City of Chicago

Department of Procurement Services

Office of Business Development - Certification Unit City Hall - Room 403 Chicago, Illinois 60602 Attention: Lisa Lewis (312) 744-4909

www.cityofchicago.org/purchasing <<http://www.cityofchicago.org/purchasing>>

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SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT

(MBE/WBE Professional Services)(io Pgs)

I. Policy and Terms

A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women 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 shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Chief Procurement Officer has established a goal of awarding not less than 2596 of the annual dollar value of all non-construction contracts to certified MBEs and 596 of the annual dollar value of all non-construction contracts to certified WBEs.

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

C. Accordingly, the contractor commits 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 Contract Goal: 25% WBE Contract Goal: 5%

D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, 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 shall be credited more than once against a contractor's MBE or WBE commitment with respect to all 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 an MBE and WBE shall not be credited more than once against a

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contractor's MBE or WBE commitment in the performance of the contract.

E. 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 shall 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 to involve MBEs and WBEs in direct participation in the performance of this contract.

F. The contractor also may with prior approval of the Chief Procurement Officer or designee, 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 projects.

II Definitions

II. Definitions

- A. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. "Directory" means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. 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.
- D. "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. 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 Department of Procurement Services 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

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SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- E. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.
- F. "Contract Compliance Administrator" means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

III. Joint Ventures

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm. A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. Counting MBE/WBE Participation Toward the Contract Goals

- A. The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:

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SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted

commercially available, and the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers' fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.

A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.

Regulations Governing Reduction 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 or proposer determines that it is unable to meet the MBE and/or WBE goal percentage 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

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SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposer'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.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Proposers 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. Respondents 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 discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders /proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. 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.

1. The bidder/proposer 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. Direct participation involves subcontracting a

indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:

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SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

- a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
- b. A listing of all MBE/WBE firms contacted that includes:
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;
 - (3) Method of contact (written, telephone, facsimile, etc.)
- c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - (1) Project identification and location;
 - (2) Classification/commodity of work items for which quotations were sought;
 - (3) Date, item and location for acceptance of subcontractor bid proposals;
 - (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
 - (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. 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 subcontract's quote is excessively costly, the bidder/proposer must provide the following information:

a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).

- (1) A listing of all potential subcontractors contacted for a quotation on that work item;
- (2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

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SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

b. 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:

- (1) The City's estimate for the work under a specific subcontract;
- (2) The bidder/proposer's own estimate for the work under the subcontract;
- (3) An average of the bona fide prices quoted for the subcontract;
- (4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B 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 for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

Impracticability

impracticability

1. 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 statement of such revised standard.

2. The requirements set forth in these Regulations 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 Procurement Department

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SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

administrator, 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/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

Procedure To Determine Bid Compliance

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

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

A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). 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.

Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago 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.

Joint Venture Agreements.

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SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

If the bidder's/proposer's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

D. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for 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, 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 bid opening (see Section VI A above) the

Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers 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.

VII. Reporting Requirements During The Term of The Contract

A. The Contractor shall, not later than thirty (30) 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 shall be made available to the Chief Procurement Officer upon request.

B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractor's final invoice. Final payments may be held until the Utilization Reports have been received.

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SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."

C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractor's first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.

D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.

E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, "Procedure to Determine Bid Compliance."

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

After award of contract, no relief of the MBE/WBE requirements will be granted by the City

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SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

IX. Non-Compliance and Damages

IX. Non-Compliance and Damages

The following constitutes a material breach of this contract and shall 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 satisfy the MBE/WBE percentages required by the contract; and
- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

X. Arbitration

A. In the event that 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

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SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

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 an 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, Section X. A. above, within ten (10) 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 fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's 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) 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) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

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MBEAA/BE UTILIZATION REPORT

Utilization Report No.

.Specification No. Contract No. Project Name:

STATE OF

STATE OF
COUNTY (CITY) OF:
J

In connection with the above-captioned contract: I HEREBY DECLARE AND AFFIRM that I am the and duly authorized representative of.

(Title - Print or Type)

(Name of Prime Consultant /Contractor- Print or Type)

(L

(Address of Prime Consultant/Contractor) (Phone)

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each MBEAA/BE sub-agreement and the amounts of money paid to each to date.

MBEAA/BE FIRM NAME

GOODS/SERVICES PROVIDED

AMOUNT OF CONTRACT

AMOUNT PAID TO-DATE

Total MBE: \$ _

Total WBE: \$ _

Page 1 of 2

MBE/WBE UTILIZATION REPORT

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Name of Contractor: _

(Print or Type)

Signature: _

(Signature of affiant)

Name of Affiant: _

(Print or Type)

Date: _; _; _

(Print or Type)

State of _

County (City) of _

This instrument was acknowledged before me on _ (date)

by _ (name/s of person/s)

as _ (type of authority, e.g., officer, trustee, etc.)

of _; _ (name of party on behalf of whom instrument was executed).

Signature of Notary Public

(Seal)

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ATTACHMENT A - ASSIST AGENCY

AFRICAN AMERICAN CONTRACTORS ASSOCIATION

3901 S. STATE

CHICAGO, IL 60653

PHONE #: (312) 915-5960

FAX#: (312) 567-9919

WEB: NONE

EMAIL: OMARAACA@HOTMAIL.COM <mailto:OMARAACA@HOTMAIL.COM>ATTN: OMAR SHAREEF, PRESIDENT

ASIAN AMERICAN ALLIANCE 222 W. CERMAK ROAD SUITE 303 CHICAGO, IL 60616 PHONE #: (312) 293-1249 FAX #: (312) 293-3642

WEB: WWW.ASIANAMERICANALLIANCE.COM <http://WWW.ASIANAMERICANALLIANCE.COM>EMAIL:

CTAKADA@ASIANAMERICANALLIANCE.COM <mailto:CTAKADA@ASIANAMERICANALLIANCE.COM>ATTN: MITCH

SCHNEIDER, EXECUTIVE DIRECTOR

ASSOCIATION OF ASIAN CONSTRUCTION

ENTERPRISES

333 N. OGDEN AVENUE

CHICAGO, IL 60607

PHONE #: (312) 563-0746

FAX#: (312) 666-1785

WEB: NONE

ATTN: PERRY NAKACHI, PRESIDENT

BLACK CONTRACTORS UNITED 400 W. 76th STREET SUITE 200 CHICAGO, IL 60620 PHONE #: (773) 483-4000 FAX#: (773) 483-

BLACK CONTRACTORS UNITED 400 W. 70TH STREET SUITE 200 CHICAGO, IL 60620 PHONE #: (773) 400-4000 FAX#: (773) 400-4150
WEB: WWW.BLACKCONTRACTORSUNITED.COM <<http://WWW.BLACKCONTRACTORSUNITED.COM>>ATTN: FLORENCE COX, EXECUTIVE DIRECTOR
CHICAGO MINORITY BUSINESS DEVELOPMENT COUNCIL, INC.
1 EAST WACKER DRIVE
SUITE 1200
CHICAGO, IL 60601
PHONE #: (312) 755-8880
FAX#: (312) 755-8890
WEB: WWW.CMBDC.ORG <<http://WWW.CMBDC.ORG>>
ATTN: TRACYE SMITH, EXECUTIVE DIRECTOR
CHICAGO URBAN LEAGUE
220 S. STATE STREET
11TH FLOOR
CHICAGO, IL 60604
PHONE #: (312) 692-0766 EXT. 256
FAX #: (312) 692-0769
WEB: WWW.CUL-CHICAGO.ORG <<http://WWW.CUL-CHICAGO.ORG>>
EMAIL: JARCHIE@CUL-CHICAGO.ORG <<mailto:JARCHIE@CUL-CHICAGO.ORG>>
ATTN: JOAN ARCHIE, DIRECTOR OF EMPLOYMENT, COUNSELING & TRAINING
COSMOPOLITAN CHAMBER OF COMMERCE
560 WEST LAKE ST., SUITE 5TH FLOOR
CHICAGO, IL 60661
PHONE #: (312) 786-0212
FAX#: (312) 234-9807
WEB: WWW.CCHAMBER.ORG <<http://WWW.CCHAMBER.ORG>>
ATTN: GLORIA BELL, EXECUTIVE DIRECTOR
FEDERATION OF WOMEN CONTRACTORS
5650 S. ARCHER AVENUE
CHICAGO, IL 60638
PHONE #: (312) 360-1122
FAX#: (312) 360-0239
WEB: WWW.FWCCHICAGO.COM/ <<http://WWW.FWCCHICAGO.COM/>>
ATTN: BETH DORIA, EXECUTIVE DIRECTOR
HISPANIC AMERICAN CONTRACTORS INDUSTRY ASSOCIATION (HACIA)
901 WEST JACKSON BOULEVARD
SUITE 205
CHICAGO, IL 60607
PHONE #: (312) 666-5910
FAX#: (312) 666-5692
WEB: WWW.HACIAWORKS.ORG <<http://WWW.HACIAWORKS.ORG>>
EMAIL: MAILTO:CSATOY@HACIAWORKS.ORG <<http://WORKS.ORG>>
ATTN: CESAR A. SANTOY, EXECUTIVE DIRECTOR
LATIN AMERICAN CHAMBER OF COMMERCE
3512 WEST FULLERTON AVENUE
CHICAGO, IL 60647
PHONE #: (773) 252-5211
FAX #: (773) 252-7065
WEB:
WWW.LATINAMERICANCHAMBEROFCOMMERCE.CO <<http://WWW.LATINAMERICANCHAMBEROFCOMMERCE.CO>>M
EMAIL:
LACC@LATINAMERICANCHAMBEROFCOMMERCE.ATTN: ANTHONY GUILLEN, DIRECTOR
Page 1 of 2
ILLINOIS HISPANIC CHAMBER OF COMMERCE
(FORMERLY MACC)
33 N. LASALLE STREET
SUITE 1720
CHICAGO, IL 60602
PHONE #: (312) 372-3010
FAX #: (312) 372-3403

TEL: (312) 312-0700
WEB: WWW.MACCBUSINESS.COM <<http://WWW.MACCBUSINESS.COM>>
ATTN: JUAN OCHOA, PRESIDENT & CEO
NATIONAL ASSOCIATION OF WOMEN BUSINESS OWNERS
CHICAGO CHAPTER
330 S. WELLS STREET
SUITE 1110
CHICAGO, IL 60606
PHONE #: (312) 322-0990
FAX#: (312) 461-0238
WEB: WWW.NAWBOCHICAGO.ORG <<http://WWW.NAWBOCHICAGO.ORG>>
EMAIL: INFO@NAWBOCHICAGO.COM <<mailto:INFO@NAWBOCHICAGO.COM>>
ATTN: CLAIR GREGOIRE, PRESIDENT
RAINBOW/PUSH COALITION
930 E. 50th STREET
CHICAGO, IL 60615
PHONE #: (773) 256-2728
FAX #: (773) 256-2751
WEB: WWW.RAINBOWPUSH.ORG <<http://WWW.RAINBOWPUSH.ORG>>
ATTN: DONNA GAINES, DEPUTY DIRECTOR TRADE
BUREAU
SUBURBAN BLACK CONTRACTORS 848 DODGE AVENUE SUITE 347
EVANSTON, IL 60202 PHONE #: (847) 359-5356 FAX #: (847) 359-5367 WEB: NONE
ATTN: LARRY BULLOCK, PRESIDENT
rev. 3/17/05
SUCCESSFUL INDEPENDENT NETWORK ASSOCIATION (SIN)
STREET ADDRESS: MAILING ADDRESS:
2100 W. WASHINGTON P.O. BOX 1113
CHICAGO, IL 60612 CHICAGO, IL 60608
PHONE #: (312) 850-1665 FAX#: (312) 850-1665 WEB: NONE
ATTN: DIANE JONES, PRESIDENT
ATTN: ARNETTE KING, GENERAL MANAGER
TRITON COLLEGE
SMALL BUSINESS DEVELOPMENT CENTER
2000 FIFTH AVENUE
ROOM R-201
RIVER GROVE, IL 60171
PHONE #: (708) 456-0300 EXT. 3714
FAX #: (708) 583-3114
WEB: WWW.TRITON.EDU <<http://WWW.TRITON.EDU>>
EMAIL: GBARNES@TRITON.EDU <<mailto:GBARNES@TRITON.EDU>>
ATTN: MARY ANN OLSON, DEAN OF WORKFORCE
DEVELOPMENT
UPTOWN CENTER HULL HOUSE
4520 N. BEACON STREET
CHICAGO, IL 60640
PHONE #: (773) 561-3500
FAX#: (773) 561-3507
WEB: WWW.HULLHOUSE.ORG/EDU.HTM <<http://WWW.HULLHOUSE.ORG/EDU.HTM>>
Email: <[MAILTO:CROESCHLEY@HULLHOUSE.ORG](mailto:CROESCHLEY@HULLHOUSE.ORG)>
ATTN: CURT ROESCHLEY, DIRECTOR
SMALL BUSINESS DEVELOPMENT
WOMEN'S BUSINESS DEVELOPMENT CENTER
8 SOUTH MICHIGAN AVENUE
SUITE 400
CHICAGO, IL 60603
PHONE*: (312) 853-3477
FAX#: (312) 853-0145
WEB: WWW.WBDC.ORG <<http://WWW.WBDC.ORG>>
Email: <[MAILTO:HRATNER@WBDC.ORG](mailto:HRATNER@WBDC.ORG)>
ATTN: HEDY RATNER, EXECUTIVE DIRECTOR
THE CHICAGO AREA GAY & LESBIAN CHAMBER OF
COMMERCE
1210 W. ROSENDALE

1210 W. ROOSEVELT
CHICAGO, IL 60660
PHONE #: (773) 303-0167
FAX#: (773) 303-0168
WEB: HTTP://AA/WW.GLCHAMBER.ORG/
BARRY A. FLYNN, EXECUTIVE DIRECTOR

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ATTACHMENT B

(On Bidder/proposer's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification Description: _

(Assist Agency Name and Address)

Dear _:

(Bidder/Proposer) _ intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Wminority/Women Business Enterprise contract goal. Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted. If you are aware of such a firm, please contact

_ at _

Name of Company Representative Address/phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBEA/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Monica Cardenas, Deputy Procurement Officer Department of Procurement Services City of Chicago

121 North La Salle Street, Room 403 Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _.

Sincerely,

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SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: _____

Address of joint venture: _ _

Phone number of joint venture: _ _

II. Identify each non-MBEAA/BE venturer(s):

Name of Firm: _____

Address: _____

Phone: _ _

Contact person for matters concerning MBEAA/BE compliance: _

III. Identify each MBEAA/BE venturer(s):

Name of Firm: _

Address: _

Phone: _

Contact person for matters concerning MBEAA/BE compliance: _

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture:

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer'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) the contributions of capital and equipment; (2) work items to be performed by the MBEAA/BE's own forces; (3) work items to be performed under the supervision of the MBEAA/BE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBEAA/BE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What are the percentage(s) of MBE/WBE ownership of the joint venture?

MBEAA/BE ownership percentage(s) _

Non-MBEAA/BE ownership percentage(s) _

B. Specify MBEAA/BE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: _

2. Capital contributions:

(a) Dollar amounts of initial contribution:

(a) Dollar amounts of initial contributions:___

(b) Dollar amounts of anticipated on-going contributions:.

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):_

Page 1 of 5

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: ___.

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F.

Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only): 1. Supervision of field operations:___

2. Major purchases:.

3. Estimating:

4. Engineering:

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

| Trade | Non-MBE/WBE Firm (Number) | MBE/WBE (Number) | Joint Venture (Number) |
|-------|---------------------------|------------------|------------------------|
|-------|---------------------------|------------------|------------------------|

If any, personnel proposed for this project will be employees of the joint venture:

A. Are any, proposed joint venture employees currently employed by either venturer? Currently employed by non-MBEAA/BE (number) _ Employed by MBEAA/BE _

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

Page 3 of 4

C. Which venturer will be responsible for the preparation of joint venture payrolls:

X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

Page 4 of 4

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted the joint venture must inform the City of Chicago either directly or through the prime contractor if the joint

information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of MBEAA/BE Partner Firm Name of Non-MBEAA/BE Partner Firm

Signature of Affiant Signature of Affiant

Name and Title of Affiant Name and Title of Affiant

Date Date

On this, day of_, 20_, the above-signed officers

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires:_

(SEAL)

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Exhibit E

Design and Construction Provisions

Chicago Department of Aviation

for

O'Hare International Airport

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Plan Modifications

Project Closeout Requirements

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SECTION 0002 PROJECT DIRECTORY

City of Chicago

Richard M. Daley, Mayor City Hall

121 North LaSalle Street, 5th Floor Chicago, Illinois 60602

Department of Aviation

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

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

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

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Aviation Administration Building 10519 W. Zemke Road Chicago, Illinois 60666 773-686-3730

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SECTION 0003 DEFINITIONS

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

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

CONCOURSE - Pre security, the public circulation and queuing area associated with airline check-in and ticketing positions. Post security, the main public corridor that runs through the airport. Retail concession

spaces are generally located on one side of the concourse. Lines of customers should never extend into the concourse.

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

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

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

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

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

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

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

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

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

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

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SECTION 1000 DESIGN GOALS AND CONCEPTS

Introduction

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

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

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

Mission Statement

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

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

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

Design Intent

The retail design program has taken the philosophical position that the design of storefronts and concession

spaces should strike a balance between variety and consistency. The design of all concession spaces must be respectful of the terminal architecture and the thematic statements of each area within the terminal. Tenant design must be consistent with the design guidelines and criteria embodied in this manual.

These guidelines may be met by proposing contemporary design solutions that capture the "essence" and feel of the design guidelines without necessarily being literal interpretations.

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This may be achieved by the use of materials, color or characteristic gestures of the design guidelines.

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

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

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SECTION 2000 GENERAL PROCEDURES

1 Intent of this Manual

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

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

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

2 Reference Documents

2.1 The TDCPM is to be read in conjunction with:

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

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

- Municipal Code of Chicago
- City of Chicago Building Code
- City of Chicago Department of Health Regulations

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

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

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

3 Department Of Aviation Representation and Design Review

3.1 Intentionally removed.

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

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

4 Permits, Fees and Approvals

4.1 Tenants are responsible for obtaining all permits, paying all fees and obtaining all required approvals.

4.2 Design approvals shall be obtained by the Tenant from the CDA in conformance with the requirements of this document as stated in Section 3000, Tenant Design Submission Requirements.

4.3 Following the design approvals indicated above, the Tenant shall obtain a Building Permit from the City of Chicago Department of Construction and Permits (DCAP). Note that approval by the CDA does not constitute approval from the City of Chicago Building Department.

4.4 Construction shall not commence until the above noted approvals and permits are secured and satisfactory evidence of same has been provided to the Department of Aviation.

4.5 The Tenant shall at all times during the performance of the Tenant's Work, post the CDA's standard notice to workers, materialmen, contractors and subcontractors regarding the limitations on the CDA's responsibilities relating to the improvements and the Work, in a conspicuous location at the place of the Work.

4.6 For additional permit and approval requirements during the course of construction Tenants are referred to Section 6000 of this document, Construction Regulations.

4.7 Upon completion of the Tenant's Improvements, the Tenant shall secure all applicable certificates of inspection, and provide the CDA with a Statutory

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Declaration confirming that there are no liens, Workers' Compensation claims, or other encumbrances affecting the Premises or the Building in respect of work, services, materials and equipment relating to the Tenant's Improvements and that all accounts for work, services, materials and equipment have been paid in full with respect to all of the Tenant's Improvements. Occupancy of the Tenant's Premises shall not be permitted until this requirement is fulfilled.

4.8 If specified by DCAP and/or insurance company, the Tenant shall obtain an Certificate of Occupancy from the City of Chicago Building Department. In the case of food or beverage tenancies the Tenant shall also obtain all approvals and certificates as required by the City of Chicago Health Department.

5 Assurance of Professional Design, Documentation and Field Review

The Tenant's design team shall provide evidence, satisfactory to the CDA, of professional services throughout the design, documentation and field review stages of the work. Contract documents and "as-builts" shall be

signed and sealed by a design professional licensed to practice in the State of Illinois.

6 Base Building Drawings for Tenant Use

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

- Key plan, for locating the Tenant's premises in the terminal.
- Architectural plan of the general location at 1/8" = 1'.
- Structural plan of the general location.
- Mechanical, plumbing and fire protection plan of the general location indicating existing systems and/or capped off location of services.
- Electrical plan of the general location indicating existing systems and/or location of terminated services if known.
- Such elevations and additional details that the CDA believes to be applicable to the general location.

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

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7 Tenant Requests to Modify the Base Building

7.1 If the Tenant's requirements for any of the base building elements or services supplied by the CDA exceed the standards or capacities outlined in the Lease and this manual, the Tenant may apply to the CDA for upgrading of such elements or services. The CDA will review the application received and may, at its sole discretion, agree to the upgrade.

7.2 If the CDA agrees, the CDA may at its sole discretion, either;

- Supply a quotation to the Tenant for the CDA to do such upgrade work, for the Tenant's agreement and authorization. Such quotation shall include all related costs, including those of the CDA's consultants, plus 20% for CDA coordination, supervision and administration.

Or

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

8 Tenant Authorization of Base Building Modifications

8.1 Work performed by the CDA on behalf of the Tenant or to accommodate the Tenant's design requirements or base building modifications shall require a Tenant Authorization Form (see Exhibit A). The Tenant Authorization Form shall be prepared and issued by the CDA, and signed and submitted by the Tenant prior to commencement of the affected work.

8.2 Costs authorized by the Tenant, under the Tenant Authorization Form, shall be paid by the Tenant directly to the City of Chicago, on demand, following completion of the work by the CDA's contractor. At the CDA's option such costs may be invoiced, due and payable on a monthly basis, pro rata.

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

8.4 Under no circumstances will the Tenant's contractor be permitted to make modifications to the base building systems.

8.5 Occupancy shall not be permitted until the account is fully paid and current.

9 Safety and Security

9.1 It is the intention of the CDA that a safe, secure and healthy work place is provided for each and every worker on CDA property. This applies to work performed within the Tenant's

Premises or under Tenant control.

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9.2 The Tenant and its contractors have sole and complete responsibility for safety on the project. The tenant's construction supervisor responsibilities are to be solely limited to safety related functions but with prior CDA Safety approval dual roles such as Safety Representative and Supervisor are allowed to exist. The Tenant and its contractors shall comply with all health and safety requirements or standards in effect under the Federal, OSHA, State of Illinois, City of Chicago, and The Airport Standards and as set forth in the latest edition of the City of Chicago, Department of Aviation, General Conditions, Part Two. For more detail on Contractor Responsibilities, refer to Exhibit M of this document.

9.3 Fire protection shall comply with all fire regulations in effect under Federal, OSHA, EPA, State of Illinois, City of Chicago, and The Airport Standards.

9.4 Security of the Tenant's premises during the Tenant's Fixturing Period shall be the responsibility of Tenant, who shall take all necessary steps to secure the premises. The CDA shall have no liability for any loss or damage including theft of building materials, equipment, supplies, fixtures or stock.

10 Working in the Airport

10.1 Tenant's representatives, design team and contractor shall recognize that their Work is being conducted in an operating airport, the functioning of which may not be disrupted for any reason. The CDA reserves the right to stop the Tenant's Work at any time, for any reason the CDA deems necessary to maintain the operation, standards or requirements of the Airport.

10.2 Tenant representatives, design team and contractors who will be working in any area of the airport past the security checkpoint are required to obtain an Employee Access Control Photo ID Badge. A sample application form is included as Exhibit D. Forms shall be filled in and be completed and returned. See Section 6000, Article 1.2 for additional information.

10.3 If the Tenant and/or its consultants require access to a space not currently being utilized or operated by the same Tenant, prior approval must be obtained for access to that space. The Tenant must request, from the CDA or its designated representative, access to the space a minimum of 48 hours prior to the desired time of access.

10.4 Tenants requiring additional clarification on this topic are referred to the latest edition of the City of Chicago, Department of Aviation, General Conditions, Part Two, which governs the daily operation of the airport.

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

11 Tenant Checklist

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

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SECTION 3000 TENANT DESIGN SUBMISSION REQUIREMENTS

1 General

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

1.2 The design and submitted documents and materials shall be prepared by design professionals licensed to practice in the State of Illinois, examples of whose previous design work shall be of a standard acceptable to the CDA at its sole discretion.

1.3 For the benefit of the Tenant's design team, attention is drawn in particular to the non-combustible classification of the building; related flame spread ratings and smoke development classification of materials

and the seismic restraint of construction components. Documentation demonstrating compliance with these requirements shall be provided by the Tenant if requested by the CDA.

1.4 CDA drawings of the Premises will be provided for the Tenant's information in accordance with Article 6, Section 2000 of this document.

1.5 Tenant documentation prescribed in Article 3 Submission Documentation shall for all submissions be provided in imperial measurement at the following scales:

- Key plans; 732" = 1'; with the location of the space clearly identified by the column line designation.
- Floor plans, reflected ceiling plans, merchandising plans, interior elevations, sections and related details; V" = 1'.
- Flow diagrams and adjacency plans at 78" = 1".
- ***Storefronts, signage, logos and lettering, in elevation, section or detail; V2" -V.***
- Material samples on standard not to be smaller than 11" x 17" size boards, complete with legend.
- Renderings on minimum 11" x 17" stock.

1.6 All required concessions review documents should be submitted in accordance to the "Document Submittal Instructions." Material sample boards and all renderings shall be submitted in duplicate.

1.7 Where CADD documentation is prescribed by Article 3 of this Section, all drawings shall be submitted in conformance with the City of Chicago Department of Aviation CADD Standards, CADD Standards User Manual, Release 1.1. Electronic submittals will be accepted in Microstation format only. During

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

2 Submission Schedule

2.1 Within 30 business days of the Effective Date of the lease, the Tenant will submit a Development Plan and Conceptual Design describing in detail the thematic concept for the Retail Space and its plan and schedule for implementing the improvements as set out in paragraph 3.1 of this section. The Development Plan must include the anticipated Date of Beneficial Occupancy.

2.2 Within 14 business days after the Development Plan and Conceptual Design submission, the Tenant will receive one of the following responses from the CDA; "Accepted", "Accepted as noted", or "Revise and resubmit". Supplementary explanatory comments will be provided as appropriate. Received comments shall be incorporated into the Tenant's next design submission.

2.3 Within 14 business days after receipt of the Development Plan and Conceptual Design, a design start-up meeting shall be convened to review the Tenant's Development Plan and Conceptual Design and this manual.

2.4 Within 45 business days of date of the approval of the Development Plan and Conceptual Design, the Tenant shall prepare and submit its proposed 60% design drawings to the CDA as set out in paragraph 3.2 of this section, for the CDA's review and acceptance.

2.5 Within 10 business days after the 60% Design submission, the Tenant will receive one of the following responses from the CDA; "Accepted", "Accepted as noted", or "Revise and resubmit". Supplementary explanatory comments will be provided as appropriate. Received comments shall be incorporated into the Tenant's next design submission.

2.6 If a resubmission is required by paragraph 2.5 above, the Tenant shall resubmit the design within 5 days thereafter addressing the noted concerns. This process shall continue until an "Accepted" or "Accepted as noted" response is achieved.

2.7 Within 20 days of the Tenant's receipt of the CDA's acceptance of the Tenant's Design Development submission, the Tenant shall prepare and submit 100% Design and specifications for review, as set out in paragraph 3.3 of this section. The CDA shall attempt to notify the Tenant of its acceptance or request for revision of the Tenant's 100% Design within 10 business days thereafter.

2.8 The CDA will make its best efforts to expedite the reviews of the Tenant's submissions, however the Tenant

should be aware that the CDA will review the submissions in the context of adjacent premises and that this may affect the schedule of the reviews.

2.9 Within 30 business days of the Tenant's notice of completion to the CDA, the Tenant shall submit to the CDA complete as-built documentation as described in paragraph 3.6 of this Section.

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3 Submission Documentation

3.1 Development Plan and Conceptual Design

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

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

3.2 60% Design Submission

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

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

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

3.3 100% Design Submission

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

3.3.1 General

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

3.3.2 Architectural

Key Plan showing location of the Premises within the Airport.

- Floor Plan(s) indicating closure locations of partitions and type of construction, placement of fixtures, furnishings, floor patterns, material selections, storage and washroom locations (if any).
- Reflected ceiling plan(s) showing ceiling materials, various heights, and location of all light fixtures, diffusers, grilles and sprinkler heads.
- Interior Wall Elevations, sections and details sufficient for construction.
- Storefront Elevation showing ceiling materials, various heights, location of all light fixtures, signage and emergency exit(s).
- Sign, logo and lettering details showing elevation and section views, letter style and size, all colors and materials, methods of illumination, installation, color of illumination and voltage requirements. This shall include signage for the Blade Sign as applicable. Sign blades must be professionally designed and fabricated. Designs shall be complete as part of the working drawing submission. Design-build signage arrangements will not be accepted.
- Specifications, interior finish and color schedules.

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

3.3.3 Structural (if applicable)

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

3.3.4 Heating, Ventilating and Air Conditioning

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

3.3.5 Plumbing (if applicable)

- Floor plan of services.
- Specifications and fixture cuts.
- Venting and back flow preventer location and requirements.
- Riser diagrams showing water meter location..

3.3.6 Sprinklers and Fire Protection

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

3.3.7 Electrical

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- Floor plan showing electrical requirements. Include single line distribution diagram.
- Fixture schedule showing quantity and watts for each fixture.
- Special lighting, i.e. signs, logo, etc.

- Specifications of fixtures.
- Total electrical demand and connected loads, service location and size of transformer (if required).
- Completed table of electrical loads.

3.4 Response to CDA Letter of Approval

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

3.5 Post Construction Submissions

The following items are to be submitted post construction:

3.5.1 Complete and accurate as-built drawings signed by the contractor/builder of all work provided within the Premises. "As-Built" submissions shall include:

- Three (3) half size AS BUILT drawings sets with the CDA project number appearing on each sheet.
- One (1) CD of the as-built construction document electronic drawing files that were created using an acceptable version of CADD software. The architect can deliver these drawing files on any standard media or via the internet. If file, other than graphical files, are translated, the architect will ensure 100% transfer of data. The name, location, project number and vendor's name of the project must appear on the front label of the disk.
- One (1) CD of the image files in TIFF format and One (1) CD of the image files in PDF format.

3.5.2 Copies of all reviews, sign-offs and other items as specified under Article 4 Section 2000 of this manual, pertaining to the Work as provided at pre-construction meeting

3.5.3 A statement certified by the Tenant detailing the improvement costs for the premises.

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SECTION 4000 DESIGN CRITERIA AND TECHNICAL REQUIREMENTS

1 General

1.1 Design criteria have been developed to maintain design quality and consistency while encouraging designers to be imaginative and innovative.

1.2 The CDA will review each design submission on individual merit and in the context of neighboring premises, and reserves the right to require changes to, or reject elements of the design in whole or in part.

1.3 Concessions shall provide a consistent image, signage and finishes package for the entire leased space. This requirement is equally applicable to single concessions and to those having multiple "sub-tenants", representing more than one brand or concept in a single leased space.

1.4 Tenants proposing branded concepts shall require and insure that the brands make available the full range of their latest concept designs to the The Airport Retail Program.

1.5 Tenants are reminded that submitted designs will be evaluated against the overall Design Goals and Concepts described in Section 1000 of this manual.

2 Base Building

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

2.1 Concrete or steel structure with or without deck depending on location.

2.2 Exposed structure to Tenant space or open to above, depending on location.

2.3 Existing floors.

2.4 Storefront bulkhead in specific locations only per CDA supplied drawings.

2.5 Storefront neutral pier/demising cap at each demising wall where applicable.

2.6 The Tenant is referred to Section 2000, articles 7 and 8 for provisions regarding the alteration of base building elements.

3 Design Control Zone (where applicable)

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

4

Architectural

4.1 Interior Finishes and Materials

4.1.1 General

.1 The Tenant shall provide interior partitioning, painting and decorating, floor coverings, store fixtures and furnishings as accepted by the CDA. All Tenant proposed finishes are subject to CDA review and approval. The CDA reserves the right to reject any Tenant proposed finishes and materials which in the CDA's opinion are considered to be in aesthetic conflict with the base building finishes, and/or adjacent approved Tenant finishes.

.2 All work by the Tenant within the Premises shall be completed with new and sustainable materials. All materials and workmanship shall be of a uniformly high quality and performed in accordance with the very best standards of practice (in any event not less than CDA's base building standards).

.3 Any damage to the Premises or the Building caused by the Tenant or any of its employees, contractor(s) or workmen shall be repaired forthwith by and at the expense of the Tenant.

.4 Merchandising plans shall be designed so that points of sale do not generate a customer queue that crosses the lease. For illustration of this issue and potential solutions see Figure 1, at the end of Section 4000 of this manual.

.5 Store aisles must comply with the Chicago Building Code, Accessibility Chapter 18-11, and be of adequate width to accommodate luggage carts and shoppers of foot. A minimum clearance of 3'-0" must be maintained between merchandised fixtures.

.6 Food preparation areas are required to have impervious, non-slip flooring materials.

.7 Airport finishes are subjected to substantial abuse and must be selected accordingly. Only high quality durable finishes will be accepted. The extensive use of luggage carts must also be considered. Any material between 0 and 14" above finish floor is susceptible to luggage cart damage and must, therefore, be very durable. Plastic laminate will not be permitted in this zone.

4.1.2 CDA Base Building Finishes

.1 Ceiling - see existing condition.

.2 Flooring - existing concrete or terrazzo, stone, carpet, wood, porcelain tile, ceramic tile.

.3 Bulkheads - Painted steel and/ or drywall.

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

4.1.3 Acceptable Material Within the Leased Premises

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

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

.2 Wood - natural, stained, painted, certified by the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI).

.3 Metals - painted or stainless steel, bronze, copper, brass, light bronze, anodized or painted aluminum, perforated, gun metal.

.4 Tile - a variety of quality glazed and unglazed thin-set.

.5 Natural Stones - marbles, granites, slate, and limestone.

.6 Plastic Laminates - solid colors, acceptable decorative patterns; wood grained laminate will be evaluated on a case by case basis.

.7 Solid surfacing materials - e.g., Corian or similar.

.8 Ceilings - see paragraph 4.2.

.9 Halogen low voltage light fixtures.

.10 Low-emitting paints and coating.

4.1.4 Unacceptable Materials Within the Leased Premises

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

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

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- .11 Exposed ducts, conduits, pipes and other mechanical and electrical equipment in any area open to public view.

- .12 Security alarm tape on storefront windows.

4.1.5 CDA approved finish materials are to be extended along demising wall(s) and/or soffit where exposed to the common area at the Tenant's expense.

4.1.6 Showcases or displays shall be in an approved material and shall be internally illuminated.

4.1.7 Any transition in floor level shall not exceed 2% in slope and shall only occur at the interior side of the Tenant's closure line. The closure line is defined as the line of the Tenant's storefront in the closed position.

4.2 Ceiling Construction and Access

4.2.1 The Tenant's ceiling membrane may be constructed of concealed spline acoustic tile, drywall, plaster, or other materials approved by the CDA. Exposed grid suspended ceilings in areas exposed to public view will be evaluated on an individual case basis. Any accepted exposed grid shall have a 9/16" 'T' installed in a 2' x 2' configuration. Color of grid and tile shall match. Suspended ceiling tile must be finely textured with at least a tegular edge.

4.2.2 There shall be no combustible materials in the ceiling space. Ceiling design shall incorporate access to all ceiling-mounted CDA and Tenant equipment requiring inspection and maintenance. The Tenant's designer shall determine the required sizes and locations of access points.

4.2.3 The minimum ceiling height permitted within Tenant's space shall be 10' above finished floor unless otherwise restricted by existing conditions.

4.2.4 Where the base building structure creates an intended trellis it shall remain exposed.

4.3 Entrances and Storefronts

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

4.3.1 General

.1 Typically, the Tenant's storefront is to be located on the lease line. However, where the closure line (door location) is set back, the CDA may require the base building finishes to be carried in to the closure line at the Tenant's expense. At the CDA's option the CDA may supply and install such finishes, or approve such work for installation by the Tenant.

.2 Tenants are encouraged to create a "show window" design for their storefronts, with a distinct entrance and large display windows.

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.3

The minimum acceptable width of any storefront entrance is 6'-0".

.4 All storefront entrance doors shall occur on or behind the lease line. Swinging doors must not swing

across Tenant's lease line.

.5 In the case of stores where the storefront or kiosk is composed of counters, the Tenant must provide self-locking counters or secure sliding or roll down grilles or shutters.

.6 A minimum of 70% of the storefront, measured in clear storefront opening square feet shall be made transparent. Transparency can be achieved by providing a combination of open entry and window glazing creating open views into the Tenant space, as well as the use of glazed window displays. Maximum transparency is encouraged while maintaining a strong storefront identity.

.7 Display pedestals or freestanding storefront elements are acceptable, providing they are within the Premises and adhere to the parameters set forth in this manual.

.8 No surfaces or projections potentially hazardous to the terminal's pedestrian traffic may be used.

.9 Tenants without a rear exit may require a storefront egress door in addition to any sliding doors provided, to suit code requirements.

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

4.3.2 Acceptable Storefront Materials and Closure Types

The following storefront materials and closure types are acceptable.

.1 Solid swing or sliding doors of approved material.

.2 Swinging frameless glass doors on bottom rail and top patch pivots.

.3 Sliding glass doors: When open, these shall be stored in an enclosed space(s) concealed to the passerby. In the case where showcases extend beyond the store closure, sliding doors may be stacked behind the showcase and used as the back of the showcase during business hours.

.4 Sliding Grilles: Grilles shall be Guardian Sliding Security Grille by Metro Door or other manufacturer in similar pattern and dimensions. Sliding grille storefront finishes are subject to CDA approval. Grilles shall be complete with emergency exit doors if required by code.

.5 Wood storefront closures, trim and fittings are subject to the code limitations applicable to non-combustible buildings. Finish subject to the approval of the CDA.

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

4.4 Additional Criteria for T3

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

4.4.1 Acceptable Tenant Materials

The following materials are acceptable for use by the Tenant:

.1 Natural materials that compliment the base building palette are encouraged.

.2 Glass - beveled, etched sandblasted, clear, ceramic frit glass, cast etc. except as listed below.

.3 Natural stone - Indiana limestone, quartzite, granite.

.4 Wood - light colored hardwoods such as maple, birch, cherry.

.5 Metals - painted steel, anodized or painted aluminum, brushed aluminum, brushed stainless steel, stamped, patterned, perforated metal, brushed brass or copper.

.6 Tile - high quality glazed or unglazed.

.7 Environmental/ sustainable materials - recycled products.

4.4.2 Unacceptable Tenant Materials

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

.1 'Faux' materials including stone, marble etc.

.2 Glass block

.3 Stone - large figured marble.

- .4 Wood - Dark colored wood such as mahogany, stained oak.
- .5 Metals - chrome, bright brass or other yellow metals.
- .6 Carpeting.
- .7 Paint - fluorescent, 'neon', bright, unnatural colors, pink/fuschia, orange, bright yellow.
- .8 Any materials not listed as acceptable, without the approval of the CDA.

4.4.3 Cafe Seating Area

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

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

4.4.4 Storefront

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

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

4.4.5 Elements Within the Tenant Space

- . 1 The existing terrazzo floor will remain within the Tenant space except for those locations where the new base building work requires removal of the floor. The Tenant is responsible for any change, repair and maintenance to the floor material within its space, with the exception of the cafe seating area, which is the responsibility of the CDA.
- .2 Fire protection shall be provided by the Tenant as required by code. The steel structural frame has been prepared for the integration of both conduit and fire protection.

4.5 Additional Criteria for the HK Apex

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

4.5.1 Local Design Themes

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

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

4.5.2 Base Building Design Elements

The CDA provides the following base building elements.

- . 1 Demising walls and caps. Lantern end cap light box display cases are provided at the demising caps of the in-line food court tenants.
- .2 Common area terrazzo flooring complete with bronze icon inserts.
- .3 Common area GWB and wood panel ceilings and bulkheads. (Food Court only)

- .4 Common area lighting including the Food Court Tenant's signage track lighting
- .5 Common area furnishings to the food court.
- .6 Back-lit sign enclosure to the demising walls of in-line food court Premises. Tenant to provide Mylar sign image for insertion in CDA provided enclosure.

4.5.3 Design Control Zone

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

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

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

4.5.4 Storefronts

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

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

4.5.5 Food Court Kiosks

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

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

4.5.6 Signage

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

- .1 Kiosk signage is restricted to one sign with a maximum blade dimension of 72" long x 12" high suspended from the ceiling on 14" brushed stainless steel pins. The top of the sign shall be 12" below the typical wood ceiling bulkhead.
 - .2 Food court in-line tenancies may use the base building overhead beech bulkhead for signage as follows.
- .1 Signage is limited to Tenant identification comprising individual letters and/ or logos pinned 2" off the face

of the bulkhead with 1/4" diameter brushed stainless steel pins.

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

.3 Tenant identification may be repeated, but shall not have a total length exceeding Vi of the Premises frontage dimension.

.4 The signage shall be externally illuminated only, using the track light fixture indicated on the base building drawings:

.3 Food court in-line Tenants shall provide Mylar image inserts for each of two backlit sign boxes. The sign may include a background image(s) relating to the Tenant's products, but may not contain any text other than the Tenant's name and/or logo.

.4 Premises fronting on the concourse shall have a single sign comprising the Tenant's name and/ or logo only, in individual letters, attached to a column blade sign. All other signage shall be within the actual storefront design and comply with the general sign criteria in Article 13 of this Section.

5 Structural

5.1 Core drilling and/ or cutting of floors and or walls may be required for tenancies needing plumbing and/or additional mechanical HVAC provisions. Under no circumstances shall the Tenant or its contractor(s), at any time be permitted to drill, or cut conduit, or pipe sleeves, or chases, or duct equipment openings in the floor, columns, walls or roofs of the structure without prior review and acceptance of the proposed locations and sizes by the CDA's structural consultant. The consultant's fees for these reviews are at the Tenant's expense. The CDA may, at its option, perform the work at the Tenant's expense. Tenant is required to x-ray the floor prior to beginning work and will provide a copy of x-ray results to CDA.

5.2 Under no circumstances shall the Tenant, its employees, or its contractor(s) enter onto any roof or steel deck of the Building, or make any opening in the roof without the prior written approval of CDA. No roof-mounted antenna or satellite receiving dish antenna is permitted unless approved in writing by the CDA with respect to location and detail.

5.3 The Tenant and its contractor(s) shall not impose a greater load on any concrete floor than the uniformly distributed design live load or point loads stipulated by the CDA. No unusual loads may be suspended from the underside of the roof structure without CDA's structural consultant's prior written approval. The consultant's fees for these reviews are at the Tenant's expense.

5.4 No electrical wiring or conduit will be permitted through or under the main floor slab without written approval by the CDA.

6 Heating, Ventilating and Air Conditioning Equipment

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

6.2 Design criteria governing the CDA's equipment:

6.2.1 Inside Air Temperatures:

- Winter: +72°F
- Summer: +75°F at 40 - 60%RH

6.2.2 Outdoor Air Temperatures:

- Winter-10°F
- Summer +94°F dry bulb
- Summer +75°F wet bulb

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

6.3 Cooling equipment in the Tenant's space may be in the form of variable air volume terminals or fan coil units if required. Each will provide cooling for solar transmission, lighting, miscellaneous electrical and people loads.

6.4 The Tenant shall provide a thermostat and do all control wiring, and power wiring (from the Tenant's electrical panel).

6.5 Gas service is available at the Concourse H/K Apex food premises.

6.6 Duct distribution in the Premises shall be designed and installed by the Tenant at its expense.

6.7 Food service Tenants and restaurants shall provide all necessary kitchen exhaust ducts, exhaust hoods, make-up air and kitchen equipment in accordance with the License. All kitchen exhaust systems shall conform to the latest National fire Protection Association (NFPA) standards. Roof penetrations shall be done by the Tenant under CDA supervision.

6.8 HVAC systems in the Tenant's space will be balanced by a certified air-balancing contractor under contract with the CDA, at the Tenant's expense.

6.9 Supply air, return air and washroom exhaust distribution ductwork, ceiling diffusers, registers, grilles and ceiling fire stop flaps, smoke detector/pilot light, and any other equipment required by code and the CDA, within the Premises for the HVAC system, shall be carried out and connected to CDA systems by the Tenant at its expense. Where required, complete make-up air systems shall be provided by the Tenant at its sole expense.

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6.10 Where additional heating or cooling is required due to specific air-conditioning zoning (e.g., near exterior walls), the supply and installation of the required equipment shall be by the Tenant at the Tenant's expense. The method of conditioning the air shall be to CDA approval.

6.11 Acoustic criteria: Acceptable HVAC noise levels in the Premises shall be noise criteria (NC) 35-40.

6.12 The Tenant must provide the CDA access within its Premises to all damper controls on ducts supplying air to public areas and to the Premises.

6.13 The Tenant shall provide kitchen equipment exhaust within the Premises including water wash exhaust hood, related ductwork and fire suppression systems including tie in to base building systems and fire alarm system. Tie in to the CDA's systems shall be by the Tenant at its expense, under CDA supervision. All make up air units that will be located on the roof shall require FAA approval for crane lifting.

7 Plumbing

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

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

7.2 The Tenant shall provide and pay for branch plumbing lines complete with plumbing fixtures and including grease interceptors, as required by the Tenant to serve its Premises.

7.3 The Tenant shall provide and pay for installation of hot water heater or heaters complete with all related plumbing, mechanical and electrical. Gas fueled hot water heaters are not permitted.

7.4 Tenants with drainage loads from food and beverage or related operations will be required to install grease interceptors which shall be mounted above the floor and within the Tenant's space. The Tenant will maintain grease interceptors at the Tenant's expense.

7.5 All grease traps should be located per Building Department codes and located such that they are fully accessible for maintenance.

7.6 All domestic water lines are to be insulated with a minimum of 1" fiberglass insulation and a vapor barrier.

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

8 Sprinklers & Fire Protection

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

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Electrical Power Service

- 9.1 Electrical service will be provided at a designated concessions disconnect switch/breaker panel location. The Tenant is responsible for providing the meter. The metering of other Tenants is governed by the License.
- 9.3 For Tenant spaces with rear exits leading directly to an exit corridor, and if required by code, the CDA shall provide one fire alarm pull station and exit light located at the rear exit door from the Premises that shall be connected to CDA's distribution and fire alarm system.
- 9.4 The CDA will provide supervised access to the CDA's designated communication equipment room (CER) for installation of communication wiring by the Tenant.
- 9.5 The following requirements shall be the responsibility of Tenant:
- 9.5.1 Connection to and/or relocation, (if required in the Premises) to distribution panel, and above ceiling conduits (if any), branch wiring and associated panel breakers, outlets, and receptacles.
- 9.5.2 The Tenant shall ensure that all wiring for lighting, power, fire alarm, telephone, data, television and low-tension systems within walls and ceiling plenums is installed in metal conduit. No exposed wiring is allowed.
- 9.5.3 Wiring for all washroom equipment in the Premises as required by the Tenant, including hot water heater, baseboard heater, and lighting.
- 9.5.4 Additional fire alarm EVAC speakers, breakglass pull stations and all associated testing and verification within the Tenant's space, if required by code. Fire alarm EVAC speakers, breakglass pull stations and other related fire alarm system work required by the Tenant must be carried out by the CDA's contractor at the Tenant's expense.

9.5.5 All materials shall be new, CSA approved or equivalent and shall be of a standard not less than the CDA's base building.

9.5.6 All wiring shall be copper. Branch-wiring shall be minimum #12 gauge solid (stranded for #8 or larger). All wiring must be installed in conduit. BX cable may be used in ceiling for drops (maximum 3 meters) from the junction boxes to the light fixtures. Daisy chaining with BX wires between light fixtures is not permitted.

9.5.7 The Tenant must provide balanced electrical load in all three phases of the distribution system to within 5%.

9.5.8 Exhaust fans and make-up air units if required by the Tenant must be interlocked and interfaced with the base building fire alarm system by CDA's contractor under contract with Tenant, at the Tenant's expense.

9.5.9 All life safety devices within the Premises to be in accordance with code.

9.5.10 All equipment and light fixtures shall be energy efficient.

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Lighting Criteria

10.1 A variety of Tenant types are created by the merchandising mix, therefore a multiplicity of lighting designs to suit various uses may be employed.

10.2 In order to keep the Tenants' electrical and AC loads within their allowable loads, Tenants are encouraged to use low voltage lighting and other energy efficient fixtures.

10.3 Stores with merchandise display, either freestanding or in a display window shall observe and/ or incorporate the following:

10.3.1 Within the Premises, if floor lamps are used, Tenant must shield these fixtures with a baffle designed to shield the lamps from the Concourse at an eye level height of 5'-6", unless otherwise approved by the CDA.

The CDA reserves the right to adjust such baffles after installation is complete.

10.3.2 For other merchandising uses, such as cafes, bars and/or other uses that require a specific mood type lighting to create the desired atmosphere, approval of the design concept and fixtures must be obtained from the CDA.

10.3.3 Where tenancies are open to above, low voltage lighting will be required.

10.3.4 Architectural neon may be permitted within the Premises subject to the CDA's approval. Exposed neon tubing shall be kept off the floor to a minimum of 8'-0," or otherwise out of reach of the general public.

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

10.4.1 Fluorescent lighting within the storefront.

10.4.2 Exposed tube fluorescent or H.I.D. lamps in any other public or retail area.

10.4.3 Incandescent lighting except as per paragraph 10.3.3 above.

10.4.4 Sodium or mercury vapor lamps of any type.

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

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

10.7 Except as indicated above, the Tenant shall provide:

10.7.1 All lighting fixtures, lamps and related equipment.

10.7.2 All emergency lighting and additional exit lights required by the Tenant's design.

11 Acoustics

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In-line stores having loudspeakers for the purpose of providing quiet background music for their patrons' enjoyment shall take precautions to ensure that any sound or vibration is not transmitted to adjoining tenancies, including those above or below. Acoustic baffling may be required in partitions and ceiling, or the speakers themselves will have to be housed in sound-attenuating enclosures. Loudspeaker systems shall not interfere

with building public safety public address announcements. Sound systems are not permitted at kiosk locations. Locations and output directions of loudspeakers located within Tenant's premises shall be shown on the Tenant's drawings. Sound systems are not allowed at kiosk locations.

11.3 Tenancies that generate loud noises shall provide, at their expense, acoustic insulation full height in all demising walls to the roof deck above with a rated construction of STC 55 or better.

11.4 All Tenant sound systems shall be interlocked with the base building fire alarm system to terminate operation upon a signal from the fire alarm. Work to be carried out by the CDA's forces at the Tenants expense.

12 Exhaust and Odors

12.1 The location of any exhaust system shall be subject to CDA approval.

12.2 Objectionable odors will be exhausted in such a manner as to prevent their release into the Building, Or short circuiting into any fresh air vents.

12.3 Food service Tenants and restaurants shall provide all necessary kitchen exhaust ducts, exhaust hoods, make-up air and kitchen equipment in accordance with the Lease. All kitchen exhaust systems shall conform to the latest NFPA standards. Roof penetrations shall be done by the Tenant under CDA supervision.

12.4 Where exhaust is required by the Tenant, additional make-up air, if required, shall be provided by the Tenant at the Tenant's expense.

12.5 There will be no exhausting permitted from the freestanding island kiosks.

12.6 Tenant's air handling equipment may not, under any circumstances, exhaust air into the building's interior space and may not draw air from the building's environment.

13 Tenant Signage Criteria

13.1 Tenants shall have identification signs designed in a manner compatible with and complementary to adjacent and facing storefronts and the overall design concept of the terminal. Tenants are encouraged to have signs designed as an integral part of the storefront design with letter size and location appropriately scaled and proportioned to the overall storefront design. The CDA has developed a wall bracket mounted blade sign design which shall be used in addition to other CDA

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

13.2 All signs and logos must conform to the CDA's Design Criteria and shall receive written approval from the CDA prior to fabrication and City of Chicago Signage permits prior to installation.

13.3 Any non-illuminated signs proposed for the Tenant's storefront must be of a high quality. Formed plastic letters and simple painted signs will not be allowed.

13.4 The Tenant is to use non-illuminated graphics on any glass or solid panels in gold leaf, pressure sensitive vinyl or other method subject to the CDA's approval.

13.5 No exposed conduit, tubing, raceways, ballasts, transformers or other equipment shall be permitted.

13.6 Any Tenant having a corner storefront, with one or more elevations, may request incorporation of one main sign per elevation.

13.7 Signage on the exterior of the Building will not be allowed.

13.8 Labels or other identification (including sign manufacturer's label) are not permitted on the exposed surface of signs, except those required by code. Such labels or other identification shall be in an inconspicuous location.

13.9 Edge or back lighted translucent signs shall not produce a visible brightness/luminance, which exceeds 200 footlamberts.

13.10 Illuminated letters (channel letters, neon, etc.) shall not produce a visible brightness/luminance which exceeds 250 footlamberts.

13.11 The Tenant must provide access from within Premises for the servicing of sign components (except for the blade sign).

13.12 The installation of all Tenant storefront signs shall be conducted in accordance with the CDA's sign criteria, whether during initial store construction or as a sign replacement during the term of the License.

13.13 Electrical service for lighting associated with Tenants signs shall come from the Tenant's electrical panel.

13.14 Illuminated or non-illuminated signs comprising the main Tenant signage are limited to the following types. Text is limited to individual letters only:

13.14.1 Plastic face, metal return.

13.14.2 Metal face, metal return with raised or etched letters and/ or logo.

13.14.3 Glass:

- Painted, silk-screened, etched to surface of glass

- Raised or etched letters and/or logo applied to glass-metallic finish (i.e. brass bronze, copper, stainless steel)

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- Raised or etched letters and/ or logo applied to glass - solid color letters (i.e., lacquered)

13.14.4 Metal channel with back lighting.

13.14.5 Engraved or etched in approved stone.

13.14.6 Wood carved, routed, laser cut, painted with raised or etched letters and/ or logo.

13.14.7 Artisan's plaque (bronze, copper, stainless steel, wood with CDA approved finish).

13.15 Permanent signs of any type or registered trademark other than those owned by the Tenant will not be permitted on the Tenant's storefront.

13.16 Decals for credit cards and hours of operation are permitted, provided the area occupied by the decals does not exceed a single location of 12" x 12" as designated on the final design submission.

13.17 "Box" signs or "suitcase" signs are not permitted.

13.18 Moving signs or moving lights shall not be permitted. No advertising slogans shall be permitted. The CDA reserves the right to require the removal of any store advertising, displays, or decorating that in its sole opinion is offensive, distasteful, or in any way in conflict with the best interest of the terminal environment or the Lease.

13.19 Freestanding "lollipop" signs are not permitted outside of the lease area without the written authorization of the CDA.

13.20 Permitted Locations:

13.20.1 Within the storefront opening and behind the lease line.

13.20.2 Blade sign by Tenant on an armature by CDA. Blade signage shall be limited to one location on the storefront except as follows:

- Any Tenant having a corner storefront, with one or more elevations, may request incorporation of one blade sign per elevation.

- Any Tenant whose storefront occupies 3 or more structural bays may have an additional blade sign in every second bay. (i.e. 3rd, 5th, 7th, etc.)

13.20.3 On the bulkhead in specific designated locations.

13.21 Blade Sign Design Criteria:

13.21.1 Blade signs must conform to the sign criteria previously set out in article 13 of this Section.

13.21.2 Signs shall be secured to the common armature designed for the terminal.

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13.21.3

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

Design

14 Menu Board Criteria (Food and Beverage Units)

14.1 All menu boards must be professionally designed and fabricated, and subject to the CDA's prior approval. The CDA encourages the display of ready to serve foods at the serving counter. Under no circumstances will the Tenant be permitted to display other signs, advertising or displays such as are often made available from food or beverage suppliers. Advertisements for the beverage companies shall not be incorporated into the menu boards. Any intended food and beverage advertising for the Tenant's suppliers must be approved in writing by the CDA.

14.2 Menu boards shall be externally illuminated. Backlit or internally illuminated menu boards will not be permitted except for photographs of food items and/or digital electronic signs.

14.3 All permanent information must be painted, silk-screened, etched, or applied to:

- Metal - neutral, painted or anodized.
- Wood - natural or painted.
- Plastic laminate.
- Glass - clear, translucent or painted.

14.4 Changeable information may be displayed using chalk boards, professionally produced vinyl, die-cut numerals or letters, etc.

14.5 Changeable Menu Boards available through food and beverage advertising product suppliers are prohibited and may not be used.

14.6 Menu Board selections and detailing will be reviewed by the CDA on an individual basis.

14.7 The Tenant must submit Menu Board design for the CDA review and approval.

15 Waste Handling

15.1.1 Garbage compaction and/or refrigeration equipment must be installed in the Premises by the Tenant if perishable items are handled or if required by applicable governing laws, codes, and/or regulations.

15.2 Tenants in Terminal 1 are required to allow for the standard trash container used by CDA Waste Management. Final design submissions must indicate the location of, and access to, the container, within the leased area.

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16 Seismic Restraint

The Tenant shall be responsible for the store design to conform to the seismic restraint requirements in the latest applicable building codes and shall suitably restrain all architectural, electrical and mechanical components in accordance with such regulations.

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SECTION 5000 BARRIER FREE DESIGN REQUIREMENTS

1 General

1.1 As a part of this manual, standards for barrier free design have been included. It will be every Tenant's responsibility to ensure that its store designs conform to current code requirements for barrier free access as laid out in the Chicago Building Code, Chicago Municipal Code, the American Disabilities Act and the Illinois Accessibility Code. This section in no way is meant to replace applicable barrier free codes and/or legislation and if there is a conflict, the more stringent requirement should be followed.

1.2 The CDA has made a commitment to persons with disabilities. The design and construction of the Tenant's installation and fit-out, including communications services, choice of finishes, furniture selection, as well as the overall management approach will be reviewed specifically to ensure that people with disabilities will have full use of facilities. More than just a social commitment, the CDA has recognized that as our society ages and as people with disabilities become more and more integrated into the activities of normal daily living, facilities such as this terminal will need to support people of all abilities as a practical reality. Accessible design will also allow the Tenants to benefit from an increase in the number of special needs travelers. By example, more than 80% of the vacation-traveling public are older adults that will benefit from a barrier free approach and one of six people in North America has a disability. The CDA recognizes that persons with disabilities represent a

rapidly growing and largely untapped market force in our economy and that they will play a large part in the activities at the terminal.

1.3 The CDA intends to promote the accessibility aspects of its facilities, and encourage persons with disabilities to use its services; maintaining good access for persons with disabilities within each Premise is required. Following are guidelines for providing a barrier free environment in your Premises.

2 Tenant Access Recommendations

2.1 Retail Areas

2.1.1 Power doors, or at least low resistance doors where doors are used.

2.1.2 Minimum aisle widths should be 36", and aisles kept clear of displays.

2.1.3 Displays should be generally kept at eye level.

2.1.4 Counters shall have low sections or cutouts to accommodate wheelchair users, on both the public side and the working or operating side.

2.1.5 Informational signage should be high contrast lettering generally mounted at eye level.

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2.1.6 Floor surfaces should be slip resistance.

2.2 • Lounges

2.2.1 Bars should have lowered section for wheelchair users and/or people unable to use high stools.

2.2.2 Small tables need a minimum clearance of 30" under the table and a diameter of approximately 24" to be accessible to persons with disabilities.

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

2.3 Restaurants/Lounges

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

2.3.1 Menus (approximately five) are to be provided in alternate formats: large print, Braille and/or audiotape, for persons with low vision or blindness. Where possible, wall mounted menu boards should be at a convenient height for wheelchair users and be well lit with spot lights from track lighting or lit from behind.

2.3.2 Seating for persons with disabilities should be dispersed throughout the restaurant. Fixed seating such as booths are generally difficult for people with poor mobility, older adults and are inaccessible for wheelchair users. If booths are integral to the design concept, additional moveable seating shall be incorporated, as well as wider aisles to allow wheelchair users and persons using the seating to sit at the table.

2.3.3 Clear, well-lit directional signage (indicating washrooms, etc.) shall be placed at the entrance.

2.3.4 Chairs should be light and easy to reposition;

2.3.5 Seat height should be 18" from the floor, approximately 17" deep x 17" wide, and some chairs should have armrests.

2.3.6 Supports or cross bracing may not interfere with kickspace under the chair.

2.3.7 An aisle width of 36" minimum needs to be maintained to allow wheelchair access.

2.3.8 To accommodate wheelchairs, a minimum clearance of 30" under tables and 30" between legs is important. Tabletops should be a minimum 36" x 30", with any sharp square corners rounded off.

2.3.9 Corner legs on tables are preferred, however if round tables with center posts are used for dining, the minimum diameter of these tables should be 48".

2.3.10 In consideration of older adults and others with limited strength and/or poor dexterity, tableware and accessories should be selected that is easy to use, or be available on request, e.g. flatware with larger diameter handles, four

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

2.3.11 Drinking straws should be available on request.

2.3.12 Pre-packaged condiments are difficult for people with poor dexterity. Alternatives should be available on request.

2.3.13 To serve wheelchair users, people with walkers, or people with balance and/or agility difficulties, self serve areas require a counter for trays that is 33" from the floor, 30" wide, provides knee space under the counter and be continuous from entrance to cashier.

2.3.14 To be within reach for wheelchair users, people with limited range of motion and others, food on shelves should be no higher than 54", and placed no further than 20" from edge of the counter. Duplicate items may be placed to suit designer's choice.

2.3.15 Disability Awareness Training is recommended for restaurant servers and greeters.

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SECTION 6000 CONSTRUCTION REGULATIONS

1 Pre-construction Requirements

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

1.1 Pre-Construction Meeting

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

1.1.1 One copy of the applicable City of Chicago Building Permit.

1.1.2 One copy of the approved drawings, stamped by the City of Chicago, Department of Buildings.

1.1.3 Two copies of Insurance Certificates in compliance with the requirements of the Lease. An insurance certificate must be submitted for each space with the space noted on the certificate. Additional insureds include the Tenant and any of its representatives, the City of Chicago Department of Aviation, Commissioner Rosemarie Andolino, and other representatives or consultants as required by specific projects.

1.1.4 A list of proposed subcontractors, indicating those firms which are a Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE") and the sub-contract amounts.

1.1.5 A copy of OSHA 30 hour certification and CPR certification.

1.1.6 A construction schedule and plan that includes all activities required to complete the work. The submission shall include plans for any special provisions required to protect existing conditions and to coordinate the work with CDA and/or its designated representatives, airlines, tenants, or other contractors performing work at the airport. If the CDA and/or its representative identify any problems with regards to the schedule or construction plan, they will notify the Tenant. Failure to notify the Tenant of a potential scheduling or operations problem does not relieve the Tenant and its contractor of their responsibility. It is the Tenant's

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responsibility to notify the CDA and/or its designated representatives of any change in this schedule.

1.2 Identification Badging

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

Requests for escort privileges are processed and approved by the ID Badging Office based on TSA guidelines and regulations and City ordinances and regulations. Escort privileges are granted only to those who must bring unbadged personnel or vendors to a secured area in order to conduct company business. Individuals performing

escort duties must remain in close proximity to the person being escorted. An individual performing escort duties may not escort more people than he or she can continuously control, monitor, and respond to while maintaining direct oral communications. Any persons issued, but not in physical possession of their badges, shall not under any circumstances be escorted into any portion of a secured area.

Construction personnel working between 10 p.m. and 5 a.m. must either be badged or be accompanied by someone with a badge at all times. No one is allowed on the airfield at any time unless wearing the proper green badge or accompanied by a green badged person at all times. The procedures for ID Badging concessionaires' contractors are as follows:

1.2.1 Intentionally deleted.

1.2.2 The contractor company must complete the Employer Information and Authorization form. This form must be signed by a president, owner, or senior executive officer of the company and will authorize an individual(s) to sign all employee badge forms as the company signatory.

1.2.3 The contractor company will assign a signatory to be responsible for all regulations that link their company and the ID Badging and Access Control System. This person(s) will be designated to represent the company in all matters pertaining to ID Badging and access control, including signing the ID Badge applications.

1.2.4 Construction personnel requiring a badge must complete an Access Control and Photo ID Badge Application, which is approved by the authorized signatory along with supporting documentation proving citizenship or alien residence for approval.

1.2.5 Once the Access Control Photo ID Badge Application is complete and appropriately signed, the contractor's designated signatory or manager must fax the four-page document to the ID Badging Office to obtain a badge number. If the employee was ever issued an Airport ID badge, the signatory

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may ask the ID Badging Office to reassign that employee's previous badge number to the employee. If the employee was recently badged and his or her badge was terminated less than 30 days previously or if he or she is badged at Midway Airport, the employee does not need to be fingerprinted.

1.2.6 Based on an evaluation of the application and the results of a fingerprint-based Criminal History Records Check and Security Threat Assessment by TSA, the ID Badging Office will decide whether to issue a badge.

1.2.7 After the contractor receives notice that an employee may obtain a badge, the employee may then report to the ID Badging Office to receive his or her badge.

1.2.8 If an individual will be driving on the airfield, a driving test will be required. To apply for authorization of a vehicle allowing access to the airfield, complete the Concessionaire Vehicle Access Form - AIRFIELD. The liability insurance requirements for airfield access is \$5,000,000.

1.2.9 Upon termination of an employee, the contractor will be responsible for completing the required termination paperwork and collecting and rehiring the ID badges to the Compliance Office. The contractor must make every effort to collect the badge, complete the required termination forms, and submit the paperwork and badge to the Compliance Division of ID Badging within 24 hours of termination of the employee. Please note that the City may impose substantial fines on a contractor if badges are not promptly returned. These fines increase daily, as each day that a badge is not returned is considered a separate violation.

1.3 Notice To Airport Users Form

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

1.4 Safety required documents

- Minimum of 3 years verifiable construction project safety experience.
- OSHA 30 Hour Course Certification.

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

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2 Construction Rules and Regulations

2.1 General

2.1.1 All work at the Airport shall be performed by skilled workers using new material, to the highest standards of construction practice. All workmanship by the Tenant shall be to the satisfaction of the CDA.

2.1.2 The CDA will make available to the Tenant, at designated locations construction electrical power, water and sanitary facilities.

2.1.3 The Tenant will have access to the Concourse during the construction period only as specifically identified on the Tenant's proposed materials handling plan, as agreed by the CDA. Deliveries of materials are restricted to the hours of 10:00 p.m. to 5:00 a.m. Materials shall not be stored outside the limits of the Tenants Temporary Construction Barricade. Refer to paragraph 2.9 of this Section.

2.1.4 Access arrangements for the delivery of construction and other building materials must be approved and coordinated with the CDA's base building contractor and /or Tenant Manager.

2.1.5 All construction projects in the terminals must be physically screened from the public at all times. See Exhibit C for specifications on barricade wall and signage. If there is existing storefront at a space and a temporary barricade is not required, the tenant may propose a method of screening public view to the space which is acceptable to the CDA.

2.1.6 Airport rules and regulations are established to promote safe and timely completed projects with minimal disruption to airport operations. In the interest of the airport the CDA reserves the right, at its sole discretion, to modify, delete, add or alter these procedures and requirements as needed from time to time.

2.2 Labor Affiliations

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

2.3 Hours of Construction

Unless directed otherwise construction activities must take place between 10:00 p.m. and 5:00 a.m. Depending on the specific circumstances, some activities may take place during regular working hours at the CDA's sole discretion. Such specific construction activities will be reviewed during the pre-construction meeting.

Generally, work that must be done at night includes work involving noise and odor, deliveries and debris removal, system shut downs, and any other work which may affect the public and normal hour airport operations. The Tenant is expected to be responsible for coordinating activities which may affect others operating at the airport. In the event that special airport staff are required for a

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tenant activity such as security, supervision, etc., the contractor may be required to pay for these costs.

2.4 Security Regulations

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

2.5 Project Health and Safety

2.5.1 The Tenant and its contractors have sole and complete responsibility for safety on the project. The Tenant shall designate a Safety Representative during the entire construction period whose responsibilities are limited to safety related functions. Responsibilities are to be solely limited to safety related functions but with prior

CDA Safety approval dual roles such as Safety Representative and Supervisor are allowed to exist. The Tenant and its contractors shall comply with all health and safety requirements or standards in effect under the Federal, OSHA, State of Illinois, City of Chicago, and Airport Standards and as set forth in the latest edition of the City of Chicago, Department of Aviation, General Conditions, Part Two. For more detail on Contractor Responsibilities, refer to Exhibit M of this document.

2.5.2 Fire protection shall comply with all fire regulations in effect under Federal, OSHA, EPA, State of Illinois, City of Chicago, and Airport Standards.

2.5.3 The Tenant and contractors shall, at all times, conduct the work in such a manner as to insure the least obstruction to the public, including vehicular and pedestrian traffic. If the CDA or its designated representative determines that any type of operation constitutes a nuisance, the contractor shall, immediately proceed to conduct its operations in an approved manner. Contingent on CDA approval, if a contractor causes any part of a street to be obstructed or closed to traffic, the contractor shall provide, erect, and maintain at its own cost and expense all of the approved barricades, signs, lights, and reflectors necessary to provide safe and convenient public travel. The contractor shall also provide, at its expense, any flagmen that may be required for warning and directing traffic. The CDA may at any time require additional provisions if such are deemed necessary for public safety or convenience. The contractor will be held responsible for all damage or injury, even though barricades, signs, lights, reflectors and flagmen are furnished as herein specified.

2.6 Elevator Usage

The use of elevators shall be coordinated with CDA and the airlines. The Tenant and/or its contractors shall not utilize elevators unless specific approval has been

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authorized. During any approved use of elevators the tenant and its contractors must provide proper protection of all surfaces and elements within the elevators. Any damage done will be repaired at the Tenant's expense.

2.7 Monitoring of Construction Projects

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

2.8 Construction Site Maintenance

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

2.9 Delivery of Materials/ Debris Removal

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

2.10 Project Coordination

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

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solely and exclusively responsible for any damages or costs incurred as a result of any hindrance or delay.

2.11 Parking for Construction Workers

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

2.12 Storage of Materials

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

2.13 Protection of Existing Conditions

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

2.14 Compliance with Environmental Laws

The Tenant shall at all times observe and comply, and shall cause its consultants, contractors and subcontractors to observe and comply with all laws relating to environmental matters as set forth in the latest edition of the City of Chicago, Department of Aviation, General Conditions, Part Two. More specifically, compliance shall be as set forth including, but not limited to, the General Conditions, Part Two, Article XIV, Paragraphs C, Compliance with Environmental Laws, D, Environmental Permits, E, Disposal of Materials, Construction Debris, Soil and Waste, F, Equipment and Environmental Control During Transport, G, Environmental Records and Reports, H, Ultimate Disposal Site, and I, Open Dumping Prohibited.

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2.15 Compliance with all laws

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

2.16 Welding

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

2.17 Roof Work

All Tenant work involving the roof, including openings through the roof and mounting equipment upon the roof, shall first have the written approval of the CDA. All work shall be performed by the Tenant at its expense under CDA supervision. All rooftop equipment shall be painted to match the color of the CDA's equipment.

2.18 Notice to Users Forms

During the construction or remodeling period, when the contractor plans to schedule any delivery, debris removal, or any other construction activity that may affect normal operations of the CDA, airlines, adjacent tenants, or the public, the

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

2.19 Plan Modifications

Once the CDA issues a final contract document approval, any change must be submitted in writing to the CDA or its designated representative for approval prior to proceeding with the change. This documentation must explain the reason for the requested change and be supported by adequate and appropriate information or drawings, as required. The Tenant should allow 10 days for a response from the CDA. Direction by the City of Chicago, Department of Buildings to make a change in the drawings does not constitute approval by CDA. It is the Tenant's responsibility to notify and obtain CDA's approval or concurrence with any such directives or changes. If changes are made without CDA approval, the Tenant may be required at its own expense to modify the work to conform to the approved drawings. If these modifications are not completed, they will be subject to correction through the Punch List process.

2.20 Project Close out Requirements

2.20.1 When the Tenant determines that the space is substantially complete and ready for an inspection, the Tenant shall notify the CDA or its designated representative in writing, a minimum of 48 hours prior to the requested inspection. Such request shall be accompanied by the mandatory submissions outlined in Article 4,

Section 2000 of this manual. The CDA or its designated representative will schedule the inspection with all appropriate CDA and airline staff, will review the improvements, and will prepare a Punch List of deficiencies. 2.20.2 If the CDA determines that the space is substantially complete and may open, a verbal approval is given that day to the Tenant. Punch List items which are prerequisites to opening the store shall be completed and reviewed again with the CDA representative prior to opening. Failure to complete these items prior to opening will cause the premises to be closed until the remedial work is completed to the satisfaction of the CDA in its sole discretion.

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2.20.3 Following the inspection, a "Draft" of the Punch List will be issued to CDA, airlines, and the Tenant. Following the review of the "Draft" by all parties, the corrected Punch List will be issued with a written authorization to open the store.

2.20.4 When the Tenant has completed all Punch List items, the Tenant shall request a reinspection of the space. The CDA or its designated representative shall schedule this reinspection.

2.20.5 The Tenant is required to complete all items on the Punch List within 30 days. The Punch List is deemed to include all items described by Article 3.5, Section 3000 of this manual, whether listed or not. If the Tenant, its consultants or contractors fail to complete Punch List items within 30 days, the Tenant shall be subject to a penalty in the amount of \$200 for each incomplete Punch List item, per day. If all Punch List items are not completed within 60 days of opening, the CDA reserves the right, at its sole discretion, to either;

- Complete the work at its cost and back charge the Tenant, or
- Close the Premises until all outstanding items are completed.

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Exhibit F

Redevelopment, Construction Phasing and Opening Schedule

Chicago Terminal 5

EXHIBIT F

Legend

NEWS & GIFTS

Stellar Partners
it ' Location Notes • ^Initial O
Existing Locations: Hudson News to Assume Operations
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• *M^JWjeji Closed
Closed (closed Closed Closed
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News & Gifts News S Gifts News & Gifts News & Gifts
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Closed Closed Closed Closed
Closed Closed Closed Closed
Hudson News
New Locations
NG-1 NG-2 NG-3 NG-4 NG-5
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1,200
Hudson News Hudson News Hudson News Hudson News Hudson News
Mam
East • Middle East - End West - End Arrivals

Open? -
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' sOpehVv
New SF 5,673
News & Gifts: Open
News & Gifts: Construct

DUTY FREE

Duty Free Americas
Existing Locations: Dufry to Assume Operations

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Dufry
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Dufry Boutique Dufry Boutique Dufry Dufry
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Dufry
Temp Locations
rempDF-1 TempDF^
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Closed Closed
Closed Closed

RETAIL & SERVICES

Stellar Partners & Others Existing Locations: Hudson News to Reconcept !

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^t;^^i^r/r-Open". Closed ■ Closed Closed ^Closed Closed
Closed Closed , Closed Closed

Multiple Operators New Locati

R-1 542 Blackberry Center R-2 1,550 2 0
InMotion West R-4 265 Srookstone Center
New SF: 3,350 Retail & Se
Construct

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Ope^ *sSio^S* «PP&*£: >^1 Open ^ Open -Ope n S per> gpen
4 14 14 4 i C ; 0 I 0 Open Open * :■
Open.' 5 0

FOOD & BEVERAGE

Multiple Operators
Existing Locations: Westfield Will Seek Existing Operator(s) to Stay

PS

(FC) (A)
^McDonalds Food Court Attempt to Stay
McDonalds Arrivals Attempt *to Stay
Gold Coast Dogs Food Court Close
Pizzeria Uno Food Court Attempt to Stay
Lou Mitchell's Express Food Court Attempt to Stay
Windy City Frozen Yogurt Arrivals Close
Chicago Bar (Parades) Food Court Attempt to Stay
Host Bar Arnvals Attempt to Stay

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Areas USA
New Locations
FSR-1
F-1
F-2
F-3
F-4
F-5
F-6
F-7
F-8
F-9
F-10
1,800 700 705 310 284 272 1,080 1,175 300 2,140 1,240
Cubby Bear Currito
Home Run Inn Espressamente Illy Vdsges Al's Beef Kamehachi Max & Benny's Dunkin' Donuts Dunkin' Donuts Al's Beef
Food Court Food Court Food Court Food Court East East East West
Pre-Security
Arrivals
Arrivals

New sf: mmm

ORD T5 Exhibit F

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 & Beverage: Open Food & Beverage Construct Open Open- Open Open-; ■ Open'; Open 7 11

ORD T5 Exhibit! F
Printed 4/4/2011 7 24 PM

Space Concept

Area Notes

NG-1 2,426 Hudson News Main 2,479 SF on plan

NG-2 730 Hudson News East-Middle

NG-3 769 Hudson News East-End 552 SF on plan

NG-4 548 Hudson News West

NG-5 1,200 Hudson News Arrivals

News & Gifts 5,673

DF-1 1,800 Dufry. Main - North

DF-2 2,010 Dufry Main-South

DF-3 950 Boutique - West

DF-4 1,000 Boutique - East

DF-5 552 West 548 SF on plan

DF-6 754 East

Duty Free 7,066

R-1 542 Blackberry Center
R-2 1,550 Rosetta Stone West
R-3 728 InMotion West
R-4 265 Brookstone Center

Retail 3,085

S-1 265 Express Spa

Services 265

FSR-1 1,800 Cubby Run FC
F-1 700 Currito FC
F-2 705 Home Run Inn FC
F-3 310 Espressamente Illy FC
F-4 284 Vosges East
F-5 272 Al's Beef East
F-6 1,080 Kamehachi East
F-7 1,175 Max & Benny's West
F-8 300 Dunkin' Donuts Pre-Security
F-9 2,140 Dunkin' Donuts Arrivals
F-10 1,240 Al's Beef Arrivals

F&B 10,006

TOTAL 26,095

Exhibit G

Form of Letter of Credit/Payment and Performance Bond

SAMPLE FORM OF LETTER OF CREDIT

Issuing Bank Letterhead (must be a bank located in the Chicagoland area)

Irrevocable Standby Letter of Credit

Letter of Credit No. _

Date: _, 20_

Department of Aviation City of Chicago

Chicago's O'Hare International Airport P.O. Box 66142 Chicago, Illinois 60666

Attention: Commissioner

1. We hereby open in your favor, at the request and for the account of this irrevocable standby letter of credit in an aggregate amount not to exceed \$_Dollars ("Stated Amount"), to be available for payment of your drafts drawn at sight on us signed by the Commissioner of the Department of Aviation, or her designee.

Your sight drafts must be accompanied by a written certificate, in the form of Exhibit A attached hereto (the "Certificate") signed and completed by you.

2. Partial and multiple drawings are permitted hereunder.

3. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this Letter of Credit is referred to, or to which this Letter of Credit relates; and no such reference shall be deemed to incorporate herein by reference any such document, instrument or agreement. The Account Party is not the owner or beneficiary under this Letter of Credit and possesses no interest whatsoever in this Letter of Credit or its proceeds. Further, this Letter of Credit shall not be affected by any bankruptcy or other insolvency proceeding initiated by or against the Account Party.

This credit shall expire on _, 20_, unless extended as provided herein.

4. It is a condition of this credit that it will be automatically extended without amendment for an additional period of twelve (12) months from the present and each future expiry date, unless, not less than ninety (90) days prior to the then relevant expiry date, we notify you and Corporate Counsel of the City by registered mail, return receipt requested, that we elect not to extend this credit for any additional period. Upon receipt of such a notification you may draw your sight draft on us prior to the then-relevant expiration date for the unused balance of this credit, which shall be accompanied by your signed written statement that you received notification of our election not to extend.

Drafts must be marked "Drawn under irrevocable Standby Letter of Credit No. ___.

5. We hereby agree to honor each draft drawn under and in compliance with the terms of this credit if duly presented at our offices at on or before the close of business on the expiry date.

6. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

7. This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500, 1993 revision, ("IUCP") and to the Uniform Commercial Code - Letters of Credit, as adopted in Illinois, 810 ILCS 5 -101 et seq.. as amended ("UCC"). To the extent that the provisions of the IUCP and UCC conflict, the provisions of the UCC shall govern.

8. We hereby undertake that a draft drawn in conformity with the terms of this Letter of Credit will be duly honored on presentation.

By:

Name:

Title:

**THIS IS AN INTEGRAL PART OF STANDBY LETTER OF CREDIT NO. __
CERTIFICATE FOR DRAWING**

THE UNDERSIGNED, THE COMMISSIONER OF THE DEPARTMENT OF AVIATION, REPRESENTS, WARRANT AND CERTIFIES TO I (the "BANK") WITH REFERENCE TO LETTER OF CREDIT NO. (to be inserted) ISSUED BY THE BANK IN FAVOR OF THE CITY OF CHICAGO (the "BENEFICIARY") THAT:

1. A BREACH OF THE LICENSE AGREEMENT, DATED AS OF , 20 , AS AMENDED, MODIFIED OR SUPPLEMENTED, BETWEEN THE CITY OF CHICAGO AND AN , HAS OCCURRED. AS A RESULT, THE

CITY OF CHICAGO IS MAKING DEMAND UNDER THE LETTER OF CREDIT TO PAY DOLLARS (\$) ON THE DAY OF 20 OR

REPLACEMENT LETTER OF CREDIT IDENTICAL IN FORM TO THE LETTER OF CREDIT HAS NOT BEEN ISSUED TO THE CITY OF CHICAGO BY A FINANCIAL INSTITUTION MEETING THE REQUIREMENTS SET FORTH IN THE LICENSE AGREEMENT.

2. PAYMENT OF THE DRAFT SHALL BE MADE BY BANKWIRE PAID TO OUR ACCOUNT AS PER OUR WIRE INSTRUCTIONS BELOW:

(NAME OF BANK) (CITY & STATE)

(ABA NO.)

(ACCOUNT NAME)

(ACCOUNT NO.)

(REF. NO.. IF ANY)

3. ALL DEFINED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING ASSIGNED THERETO IN THE LETTER OF CREDIT.

IN WITNESS WHEREOF, THE CITY OF CHICAGO HAS EXECUTED THIS CERTIFICATE AS OF THIS DAY OF , 20 .

THE CITY OF CHICAGO

BY:

ITS: COMMISSIONER OF AVIATION

PERFORMANCE BOND / RIDER

Specification II 83MSA Maintenance, Inspection and Repair of High Temperature Water Generators. Hot water Boilers and Heat Exchangers at Chicago
O'Hare International Airport Page 103 of 115

'RIDER ATTACHED CONTRACTORS PERFORMANCE A PAYMENT BOND

Know All Men By these Presents, That we, Principal, hereinafter referred to as Contractor, and

Surety of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D., 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing contract No. And Specification No. all in conformity with said contract, for,

SPECIMEN

The said contract is incorporated herein reference in its entirety, including without limitation, any and all indemnification provisions.

The attached rider is incorporated herein by reference.

Now, If the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, cost and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person or damage to real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Chief Procurement Officer, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the Chief Procurement Officer shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its ability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, cost or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which in anywise result from any injuries to, or death of any person, or damage to any real or personal property, arising or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgment thereon, render against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or Specification # 83S4SA Maintenance, Inspection and Repair of High Temperature Water generators, Hot Water Boilers and Heat Exchangers at Chicago

O'Hare International Airport, Page 104 of 115

suit shall have given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto, Every person furnishing material or performing labor in the performance of said contract, either as an individual, as subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago, for his use and benefit, and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 160 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved, 20__ (Seal)

____ (Seal)

Chief Procurement Officer

____ (Seal)

____ (Seal)

Approved as to form and legality: ____ (Seal)

____ (Seal)

Assistant Corporation Counsel

Specification # 83S4SA Maintenance, Inspection and Repair of High Temperature Water Generators, Hot Water Boilers and Heat Exchangers at Chicago

O'Hare International Airport, Page 105 of 115

RIDER TO CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain Contract with the City of Chicago CCSty") bearing Contract No. ____ and Specification No. ____ ("Contract"). Surety acknowledges that the

Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

Specification # 8354 5A Maintenance, Inspection and Repair of High Temperature Water Generators, Hot Water Boilers and Heat Exchangers at Chicago

O'Hare International Airport, Page 106 of 115

Exhibit H

Economic Disclosure Statements and Affidavits

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

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

Westfield Concession Management, LLC_

Check ONE of the following three boxes:

Indicate whether 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 Disclosing Party holds an interest: _

OR

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

B. Business address of Disclosing Party: 2730 University Blvd., Suite 900___

Wheaton, MP 20902_

C. Telephone: 301-942-5610 **Fax:** 301-946-1460 **Email:** dlawR@lls.WRstfiRld.com

<mailto:dlawR@lls.WRstfiRld.com>

D. Name of contact person: Dominic Lowe_

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):

Request to Design, Redevelop & Operate Concession Program at Terminal 5 at Chicago O'Hare International Airport

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

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

Specification #_and Contract #___

Ver. 11-01-05

Page 1 of 13

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF 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)

* Note B.1.b below.

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

Delaware___

)

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

☐Yes ☐No ☐N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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).

Name Title

Peter S. Lowy : Chairman & Chief Executive Officer

John Widdup Chief Operating Officer

Mark A. Stefanek Chief Financial Officer & Treasurer

See Attachment 1 for List of Additional Executive Officers

1 .b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

Page 2 of 13

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 ^ Peter S. Lowy_Managing Member

Mark A. Stefanek_Managing Member

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name Business Address Percentage Interest in the Disclosing Party

Westfield Development, Inc.. 11601 Wilshire Blvd., 11th Floor, Los Angeles. CA 90025 100%

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes ☒ No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

Page 3 of 13

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Name Business Relationship to Disclosing Party Fees

(indicate whether Address (subcontractor, attorney, (indicate whether retained or anticipated lobbyist, etc.) paid or estimated) to be retained)

1. Timothy J. Dart Nicolay & Dart LLC

(retained)_33 North Dearborn Street. Suite 2200 Lobbyist_\$5,P0Q/mpPlh (Paid-Ongoing)_

Chicago, IL 60602

2. Serafin & Associates, Inc. 409 W. Huron Street .Suite 600 Lobbyist \$5,000/month (Paid-Ongoing.) (retained)

Chicago, IL 60654-3480

3. Shefskv & Froelich 111 E. Wacker Drive. Suite 2800 Attorney \$10,000 (Estimated)

(retained) Chicago, IL 60601-3713

4. Richard L. Sullivan Capitol Counsel. LLC_UMyisl_\$7,500/montfi (Paid-Ongoing) (retained)

901 15th Street NW, Suite 500 Washington, DC 20005

(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 term of the contract.

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 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

Page 4 of 13

B. FURTHER CERTIFICATIONS

1. 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1 .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.

2. The certifications in subparts 2, 3 and 4 concern: the Disclosing Party;

- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any 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 Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

Page 5 of 13

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- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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.

4. 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.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

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6. 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:

NA__:

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

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

☐ is ☐ is not

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

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

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

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

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2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☐ No

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

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee

shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

3. If you checked "Yes" to Item D.I., 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.

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E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

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 requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such 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.

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: (Begin list here, add sheets as necessary):

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

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

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above. If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting 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 Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to

Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <<http://www.whitehouse.gov/omb/grants/sfillin.pdf>>, linked on the page <http://www.whitehouse.gov/omb/grants/grants_forms.html>.

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.

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Is the Disclosing Party the Applicant?

(7J 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.) ,

[7] 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? [7J Yes [] No

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

(TJYes [] 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. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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.ori/Ethics <<http://www.cityofchicago.ori/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.

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D. 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, void or voidable), 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.

E. 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.

F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any 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 the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H. 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 affiliates 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.

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H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

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H.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 H.1. and H.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 H.1., H.2. or H.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 on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

v

Date: June 2,2011

By:

(sign here)

D^aminuLLojwe_

(Print or type name of person signing)

Senior Vice President, Airports_

(Print or type title of person signing)

*Signed and sworn to before me on (date)q.^maj^I *2c> ft*

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Commission expires:

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ftlOWTGOMERY COUNTY KMRYIAND My CmnrrMon Expires 9-10-2012

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ATTACHMENT 1

City of Chicago Economic Disclosure Statement and Affidavit

Section B1a.

List of Additional Executive Officers of Westfield Concession Management, LLC

Peter R. Schwartz Stanley N. Duncan Elizabeth P. Satterthwaite Dominic Lowe Roger A. Porter Gerry Cecch

Arnold L. Mayersohn Jr. Rory A. Packer Lisa Rolnick Lisa Shelley Stephanie Shieh Aline Taireh Laurie Yoo

Senior Executive Vice President, General Counsel & Secretary

Senior Executive Vice President, Human Resources

Senior Vice President & Assistant Secretary

Senior Vice President, Airports

Executive Vice President, Tax

Vice President, Airport Management

Assistant Vice President & Secretary

Assistant Secretary

Assistant Secretary

Assistant Secretary

Assistant Secretary

Assistant Secretary

Assistant Secretary

ATTACHMENT 1

City of Chicago Economic Disclosure Statement and Affidavit

Section B1 a.

List of Additional Executive Officers of Westfield Concession Management, LLC

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Arnold L. Mayersohn Jr. Rory A. Packer Lisa Rolnick Lisa Shelley Stephanie Shieh Aline Taireh Laurie Yoo

Senior Executive Vice President, General Counsel & Secretary

Senior Executive Vice President, Human Resources

Senior Vice President & Assistant Secretary

Senior Vice President, Airports

Executive Vice President, Tax

Vice President, Airport Management

Assistant Vice President & Secretary

Assistant Secretary

Assistant Secretary

Assistant Secretary

Assistant Secretary

Assistant Secretary

Assistant Secretary

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable: Westfield Concession Management, LLC_

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. f/J 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 Disclosing Party holds an interest:

OR

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

B. Business address of Disclosing Party: 2730 University Blvd., Suite 900_
Wheaton, MP 2Q902_

C. Telephone: 301-942-5610 **Fax:** 301-946-1460 **Email:** dJoJME@usj*ieatfild^Qm

D. Name of contact person: Dominic I owe _____

E. Federal Employer Identification No. (if you have one) (////////j/jj///Q_

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):

Request to Design, Redevelop & Operate Cpncession Program at Terminal 5 at Chicago O'Hare International Airport

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

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

Specification #_ and Contract #_

Ver. U-01-05

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SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

I. Indicate the nature of the Disclosing Party:

☐ J Person f/J Limited liability company*

☐ Publicly registered business corporation ☐ Limited liability partnership*

☐ Privately held business corporation ☐ Joint venture*

☐ Sole proprietorship ☐ Not-for-profit corporation

☐ General partnership* (Is the not-for-profit corporation also a 501(c)(3))? ☐ Limited partnership* ☐ Yes ☐ No

☐ Trust ☐ Other (please specify)

* Note B.1.b below.

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

Delaware_

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

☐ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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).

Name Title

Peter S. Lowy Chairman & Chief Executive Officer

John Widdup Chief Operating Officer_

Mark A. Stefanek Chief Financial Officer & Treasurer

See Attachment 1 for List of Additional Executive Officers_

1 .b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A. 1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

Page 2 of 13

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

Peter S. Lowy Managing Member_

Mark A. stffanek Managing Member_

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

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

Name Business Address Percentage Interest in the

Disclosing Party

Westfield, LLC 11601 Wilshire Blvd.. 11th Floor, Los Angeles. CA 9Q025 100%

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes (7J No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

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amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Name Business Relationship to Disclosing Party Fees

(indicate whether Address (subcontractor, attorney, (indicate whether retained or anticipated lobbyist, etc.) paid or estimated) to be retained)

1. Timothy J. Dart Nicolay & Dart LLC Lobbyist \$5,000/month (Paid-Ongoing)

(retained) 33 North Dearborn Street, Suite 2200

Chicago, IL 60602

2. Serafin & Associates, Inc. 409 W. Huron Street, Suite 600 Lobbyist \$5,000/month (Paid-Ongoing) (retained) Chicago, IL 60654-3480

3. ShefskvS Froelich 111 E. Wacker Drive, Suite 2800 Attorney \$10,000 (Estimated)

(retained) Chicago, IL 60601-3713

(Add sheets if necessary)

[7J 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 term of the contract.

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 [7J No ☐ No person 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

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B. FURTHER CERTIFICATIONS

1. 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.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.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;

- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any 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 Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

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- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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.

4. 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.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56

of the Municipal Code (Office of the Inspector General).

Page 6 of 13

6. 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.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

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

☐ is and ☐ 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

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2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☐ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

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

Name Business Address Nature of Interest

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

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E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

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 requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

_ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such 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.

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: (Begin list here, add sheets as necessary):

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

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

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above. If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting 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 Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <<http://www.whitehouse.gov/omb/grants/sflllin.pdf>>, linked on the page <http://www.whitehouse.gov/omb/grants/grants_forms.html>.

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.

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Is the Disclosing Party the Applicant? [7] 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.)

0 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? [7] 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. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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.

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D. 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, void or voidable), 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.

E. 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.

F. 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. The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any 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 the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.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 affiliates 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.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

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H.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 H.1. and H.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 H.1., H.2. or H.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 on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Date: April 5, 2011

By:

Arnold L. Mayereohn, Jr.

(Print or type name of person signing)

Assistant Vice President & Secretary

(Print or type title of person signing)

before me on (date) /Vo^ j X SC>i.*

, by La,ur&

Commission expires:

LAUHA A PUSATfCRI NOTARY PUBLIC MONTGOMERY COUNTY MARYLAND My Commission Expires 9-10-2012

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

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

Westfield Development, Inc.____

Check ONE of the following three boxes:

Indicate whether 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 Disclosing Party holds an interest: **Westfield Concession Management, LLC**

OR

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

B. Business address of Disclosing Party: 11601 Wilshire Blvd. 11th Floor _____

Los Angeles, CA 90025_

C. Telephone: (310) 575-6057 Fax: (310) 775-4337 Email: esatterthwaite@cityofla.org

D. Name of contact person: Elizabeth Satterthwaite

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):

Request to Design, Redevelop & Operate Concession Program at Terminal 5 at Chicago O'Hare International Airport

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

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

Specification # _____ and Contract # _____

Ver. 11-01-05

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SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

☐ Person ☐ Limited liability company*

☐ Publicly registered business corporation ☐ Limited liability partnership*

☒ Privately held business corporation ☐ Joint venture*

☐ Sole proprietorship ☐ Not-for-profit corporation

☐ General partnership* (Is the not-for-profit corporation also a 501(c)(3))?

☐ Limited partnership* ☐ Yes ☐ No

☐ Trust ☐ Other (please specify)

* Note B.Lb below.

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

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

☐ Yes ☒ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

i

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

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).

Name Title

Peter S. Lowy Chairman, President & Chief Executive Officer

□

John Widdup Chief Operating Officer

Mark A. Stefanek Chief Financial Officer & Treasurer

See Attachment 1 for List of Additional Executive Officers & Directors

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

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any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name Business Address Percentage Interest in the

Disclosing Party

Westfield. LLC 11601 Wilshire Blvd., 11th Floor. Los Angeles. CA 90025 100%

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes (7) No

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

SECTION IV DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

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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.

I ■ "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 Business Relationship to Disclosing Party Fees

(indicate whether Address (subcontractor, attorney, (indicate whether retained or anticipated lobbyist, etc.) paid or estimated) to be retained)

(Add sheets if necessary)

fyj 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 term of the contract.

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 f/J No ☐ No person 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 .

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B. FURTHER CERTIFICATIONS

1. 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.I.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.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any 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 Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

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- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents"). ~

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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.

4. 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.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

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6. 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.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

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

☐ is ___ is not

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

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

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

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

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2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes [7] No

NOTE: If you checked "Yes" to Item D.I., proceed to Items D.2. and D.3. If you checked "No" to Item D.I., 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 [TJ] No

3. If you checked "Yes" to Item D.I., 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.

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E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

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 requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such 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.

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: (Begin list here, add sheets as necessary):

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

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

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above. If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting 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 Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <<http://www.whitehouse.gov/omb/grants/sfillin.pdf>>, linked on the page <http://www.whitehouse.gov/omb/grants/grants_forms.html>.

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.

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Is the Disclosing Party the Applicant?

☐ Yes ☒ No

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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.

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D. 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, void or voidable), 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.

E. 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.

F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action. ,

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any 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 the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H. 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 affiliates 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.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

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H.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 H.1. and H.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 H.1., H.2. or H.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 on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Westfield Development, Inc Date: January 11, 2011

(Print or type name of Disclosing Party)

By:

(sign here)

Elizabeth Satterthwaite

(Print or type name of person signing)

Senior Vice President & Assistant Secretary

(Print or type title of person signing)

Signed and sworn to before me on (date) 01/11/2011, by Elizabeth Satterthwaite

at 1000 Westfield Development, Inc. County, Los Angeles (stated)

Notary Public.

Notary Public - California | Los Angeles County ~ My Comm. Expires Apr 21, 2012

Commission expires: 04/21/2012

Notary Public # 1794435

(Notary Public - California | Los Angeles County ~ My Comm. Expires Apr 21, 2012)

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ATTACHMENT 1

City of Chicago Economic Disclosure Statement and Affidavit

Section B1 a.

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List of Additional Executive Officers and Directors of Westfield Development, Inc.

Peter S. Lowy Mark A. Stefanek Peter R. Schwartz Stanley N. Duncan William Hecht Gary Williams Elizabeth P. Satterthwaite David Moore Bill Saltenberger Roger A. Porter Arnold L. Mayersohn Jr. Rory A. Packer Lisa Shelley Stephanie Shieh Aline Taireh

Director Director.

Senior Executive Vice President & Secretary Senior Executive Vice President, Human Resources Senior Executive Vice President, Development Senior Executive Vice President, Center Management Senior Vice President & Assistant Secretary Executive Vice President, Design Executive Vice President, Construction Vice President, Tax Assistant Secretary Assistant Secretary Assistant Secretary Assistant Secretary Assistant Secretary

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

Check ONE of the following three boxes:

Indicate whether 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 Disclosing Party holds an interest: Westfield Concession Management, LLC

OR

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

B. Business address of Disclosing Party: 11601 Wilshire Blvd. 11th Floor
Los Angeles, CA 90025

C. Telephone: (310) 575-6057 Fax: (310) 775-4337 Email: esatterthwaite@iiswesfflelH nnm

D. Name of contact person: Elizabeth Satterthwaite

E. Federal Employer Identification No. (if you have ^{one^^} pmP ^)

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):

Request to Design, Redevelop & Operate Concession Program at Terminal 5 at Chicago O'Hare International Airport

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

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

Specification # and Contract #

Ver. i 1-01-05

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SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Person ☒ Limited liability company*

Publicly registered business corporation ☐ Limited liability partnership*

Privately held business corporation ☐ Joint venture*

Sole proprietorship ☐ Not-for-profit corporation

General partnership* (Is the not-for-profit corporation also a 501(c)(3))? Limited partnership* ☐ Yes ☐ No

Trust ☐ Other (please specify)

* Note B.1.b below.

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

Delaware

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

☐ Yes ☒ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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).

Name Title

Peter S. Lowy Chairman, President & Chief Executive Officer

John Widdup Chief Operating Officer

Mark A. Stefanek Chief Financial Officer & Treasurer

See Attachment 1 for List of Additional Executive Officers

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

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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 /

Peter S. Lowy Managing Member

Mark A. Stefanek Managing Member

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name Business Address ~ Percentage Interest in the

Disclosing Party

Westfield America Limited Partnership 11601 Wilshire Blvd., 11th Floor. Los Angeles. CA 90025 100%

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes ☐ No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

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amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Name Business Relationship to Disclosing Party Fees

(indicate whether Address (subcontractor, attorney, (indicate whether retained or anticipated lobbyist, etc.) > paid or estimated) to be retained)

(Add sheets if necessary)

F/J Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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 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

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B. FURTHER CERTIFICATIONS

1. . 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.l.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. ^{r ^}

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;

- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any 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 Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

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- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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; br

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).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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.

4. 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.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, TitleN2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-

56 of the Municipal Code (Office of the Inspector General).

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. 6. 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.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

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

☐ is ☐ is not

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

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

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

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

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2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☐ No

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

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E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to -slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

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 requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such 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.

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: (Begin list here, add sheets as necessary):

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

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

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above. If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting 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 Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <<http://www.whitehouse.gov/omb/grants/sflllin.pdf>>, linked on the page <http://www.whitehouse.gov/omb/grants/grants_forms.html>.

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.

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Is the Disclosing Party the Applicant?

☐ Yes ☐ No If "Yes," answer the three questions below:

f.

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.) ☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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.

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D. 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, void or voidable), 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.

E. 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.

F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

. ' ' " r

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any 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 the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. /

H.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 affiliates 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.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

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H.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 H.1. and H.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 H.1., H.2. or H.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 on behalf of the Disclosing Party,, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Westfield, LLC Date: January 11, 2011

(Print or type name of Disclosing Party)

By:

(sign here)

Elizabeth Satterthwaite

(Print or type name of person signing)

Senior Vice President & Assistant Secretary

(Print or type title of person signing)

Signed and sworn to before me on (date) Qfuyuc^ 37 , <^<g//Vby \&^rrffuir*} tcs &t\<JoS jfliiq&le-* County, Cji/i^ptfiin 0 (state)

'Tb7Ut _Notary Public.

Commission expires: /fjziiJ <&t. ^^d*-

ANNIE M. ZETTEL Commission # 1794435 J | Notary Public - California j

},.\»sgfi^ Los Angeles County

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A

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable: Westfield America Limited Partnership_

Check ONE of the following three boxes:

Indicate whether 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 Disclosing Party holds an interest: Westfield Concession Management. LLC

OR

3. ☐ a specified legal entity with a right of control (see Section II.B.1 .b.) State the legal name of the entity in which

Disclosing Party holds a right of control:___

B. Business address of Disclosing Party: 11601 Wilshire Blvd. 11th Floor_
Los Angeles, CA 90025_

C. Telephone: (310) 575-6057_Fax: (310) 775-4337 Email: esatterthwaite@cityofchicago.org

D. Name of contact person: Elizabeth Satterthwaite_

E. Federal Employer Identification No. (if you have one) ^_p^_H____^_

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):

Request to Design, Redevelop & Operate Concession Program at Terminal 5 at Chicago O'Hare International Airport

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

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

Specification #_and Contract #___

Ver. 11-01-05

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ATTACHMENT 1

City of Chicago Economic Disclosure Statement and Affidavit

Section B1a.

List of Additional Executive Officers of Westfield, LLC

Michael Skovran Peter R. Schwartz Stanley N. Duncan William Hecht Peter Leslie Gary Williams David Moore

Bill Saltenberger Elizabeth P. Satterthwaite Dominic Lowe Roger A. Porter Arnold L. Mayersohn Jr. Rory A.

Packer Lisa Shelley Stephanie Shieh Aline Taireh Laurie Yoo

Chief Financial Officer & Treasurer

Senior Executive Vice President & Secretary

Senior Executive Vice President, Human Resources

Senior Executive Vice President, Development

Senior Executive Vice President, Leasing

Senior Executive Vice President, Center Management

Executive Vice President, Design

Executive Vice President, Construction

Senior Vice President & Assistant Secretary

Vice President, Airports

Vice President, Tax

Assistant Secretary

Assistant Secretary

Assistant Secretary

Assistant Secretary

Assistant Secretary

Assistant Secretary

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

☐ Person

☐ Publicly registered business corporation

☐ Privately held business corporation

☐ Sole proprietorship

☐ General partnership*

☐ Limited partnership*

☐ Trust

☐ Limited liability company*

☐ Limited liability partnership*

☐ Joint venture*

☐ Not-for-profit corporation

(Is the not-for-profit corporation also a 501(c)(3))?

☐ Yes ☐ No ☐ Other (please specify)

* Note B.l.b below.

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

Delaware

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

☐ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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).

Name Title

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.l. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

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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

Westfield U.S. Holdings. LLC General Partner ■

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name Business Address Percentage Interest in the

Disclosing Party

Westfield U.S. Holdings. LLC | 11601 Wilshire Blvd.. 1.1th Floor. Los Angeles. CA 90025 | 93.8%

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes ☒ No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

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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.

/ s- "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 Business Relationship to Disclosing Party Fees

(indicate whether Address (subcontractor, attorney, (indicate whether retained or anticipated lobbyist, etc.) paid or estimated)

to be retained)

(Add sheets if necessary)

UJ 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 term of the contract.

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 (7J No ☐ No person 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

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B. FURTHER CERTIFICATIONS

1. 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:

i. "

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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.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.

2. The certifications in subparts 2, 3 and 4 concern:

• the Disclosing Party; ^

• any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any 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 Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity; ,

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• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date

of such Applicable Party'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).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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.

4. 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.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

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6. 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.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage (banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

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

[] is ___ is not

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

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

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

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

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2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the

Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☒ No

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

Name Business Address Nature of Interest

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

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E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

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 requisite information as set forth in that paragraph 2

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such 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.

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: (Begin list here, add sheets as necessary):

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to

influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend,) continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement. ' '

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above. If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting 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 Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <<http://www.whitehouse.gov/omb/grants/sflllin.pdf>>, linked on the page <http://www.whitehouse.gov/omb/grants/grants_forms.html>.

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.

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Is the Disclosing Party the Applicant?

☐ Yes ☐ No If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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.

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D. 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, void or voidable), 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.

E. 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.

F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any 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 the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H. 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 affiliates 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.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

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H.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 H.1. and H.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 H.1., H.2. or H.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 on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Westfield America Limited Partnership..., Date. January^, 2011

(Print or type name of Disclosing Party)

By: Westfield U.S. Holdings, LLC, General Partner

(sign here)

Fizabeth Satterthwaite

(Print or type name of person signing)

Senior Vice President & Assistant Secretary

(Print or type title of person signing)

Signed and sworn to before me on (date) Q^___j; at cLcx' fhujJo.^ - County, CjjJ-ll&rutjJ (stated
{") 0-, . /
{_Jsy,™i W. Notary Public.
Commission expires: Jhpf/ 'f

1

ANNIE M. ZETTEL Commission # 1 794435 | Notary Public - California g Los Angeles County ".*.*" WO3rm«,B(etosAtx2].2012

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable: Westfield U.S. Holdings, LLC

Check ONE of the following three boxes:

Indicate whether 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 Disclosing Party holds an interest: Westfield Concession Management, LLC

OR

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

B. Business address of Disclosing Party: 11601 Wilshire Blvd. 11th Floor

Los Angeles, CA 90025

C. Telephone: (310) 575-6057 **Fax:** (310) 775-4337 **Email:** esatterthwaite@iiswestfieltri r.nm

D. Name of contact person: Elizabeth Satterthwaite

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):

Request to Design, Redevelop & Operate Concession Program at Terminal 5 at Chicago O'Hare International Airport

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

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

Specification # and Contract #

Ver. 11-01-05

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SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

☐ Person Limited liability company*

☐ Publicly registered business corporation ☐ Limited liability partnership*

☐ Privately held business corporation ☐ Joint venture*

☐ Sole proprietorship ☐ Not-for-profit corporation

☐ General partnership* (Is the not-for-profit corporation also a 501(c)(3))?,

☐ Limited partnership* ~ ☐ Yes ☐ No

☐ Trust , ☐ Other (please specify)

* Note B.l.b below.

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

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of

Illinois as a foreign entity?

☐ Yes ☒ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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).

Name Title

Peter S. Lowy _ **President & Chief Executive Officer** _

John Widdup _ **Chief Operating Officer** _

Mark A. Stefanek _ **Chief Financial Officer & Treasurer** _

See Attachment 1 for List of Additional Executive Officers _

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

Page 2 of 13

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

Peter S. Lowy _ **Manager** _

Mark A. Stefanek _ **Manager** _

2. -Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares, in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name Business Address Percentage Interest in the

Disclosing Party

Westfield America Shopping Centers. LP | 11601 Wilshire Blvd.. 11th Floor. Los Angeles, CA 90025 | 100%

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes ☒ No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

Page 3 of 13

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Name Business Relationship to Disclosing Party Fees

(indicate whether Address (subcontractor, attorney, (indicate whether retained or anticipated lobbyist, etc.) paid or estimated) to be retained)

(Add sheets if necessary)

[/J Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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 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 .

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B. FURTHER CERTIFICATIONS

1. 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:

- 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;
- 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;
- are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- 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
- 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.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any 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 Applicable Parties, the term Affiliated Entity means, a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

Page 5 of 13

- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

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

>

- 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).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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.

4. 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.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

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6. 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.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

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

☐ is ___ is not

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

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

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

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

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2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☒ No

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

Name Business Address Nature of Interest

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

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E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

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 requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such 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.

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: (Begin list here, add sheets as necessary):

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or

employee or Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs, any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above. If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting 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 Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <<http://www.whitehouse.gov/omb/grants/sflllin.pdf>>, linked on the page <http://www.whitehouse.gov/omb/grants/grants_forms.html>.

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.

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Is the Disclosing Party the Applicant?

☐ Yes ☐ No If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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.

Page 11 of 13

D. If the City determines that any information provided in this EDS is false, incomplete, or inconsistent with contract or

D. 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, void or voidable), 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.

E. 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.

F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any 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 the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H. 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 affiliates 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.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

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H.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 H.1. and H.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 H.1., H.2. or H.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 on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Westfield U.S. Holding^XLC Date: January?/, 2011

(Print or type name of Disclosing Party)

(sign here)

Flizaheth Satterthwaite

(Print or type name of person signing)

Senior Vice President & Assistant Secretary

(Print or type title of person signing)

Signed and sworn to before me on (date). x-\iyi^o--t^ Si , 30(t , by \$Ji2&>h&t^ Sa^ft^fl^^IX^ at Jps /b^pJeS County,

rw/ nsa < ca (state)

Commission expires: Aj^tiJ o>2 / ^O/gLi

Notary Public.

ANNIE M.ZETTEL Commission *179f435 *

Los Angeles County

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ATTACHMENT 1

City of Chicago Economic Disclosure Statement and Affidavit

Section B1a.

List of Additional Executive Officers of Westfield U.S. Holdings, LLC

Peter R. Schwartz Stanley N. Duncan Bill Saltenberger Elizabeth P. Satterthwaite Roger A. Porter Rory A.

Packer Stephanie Shieh Aline Taireh Laurie Yoo

Senior Executive Vice President, General Counsel & Secretary

Senior Executive Vice President, Human Resources

Executive Vice President, Construction

Senior Vice President & Assistant Secretary

Vice President

Assistant Secretary

Assistant Secretary

Assistant Secretary

Assistant Secretary

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

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

Westfield America Shopping Centers, LP_

Check ONE of the following three boxes:

Indicate whether 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 Disclosing Party holds an interest: Westfield Concession Management. LLC

OR

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

B. Business address of Disclosing Party: 11601 Wilshire Blvd. 11th Floor_

Los Angeles, CA 90025_

C. Telephone: (310) 575-6057 Fax: (310) 775-4337 Email: esatterthwaite@uswestfieldri™

D. Name of contact person: Elizabeth Satterthwaite_

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):

Request to Design, Redevelop & Operate Concession Program at Terminal 5 at Chicago O'Hare International Airport

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

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

Specification # ___ and Contract # ____.

Ver. 11-11-05

Page 1 of 13

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

☐ Person ☐ Limited liability company*

☐ Publicly registered business corporation ☐ Limited liability partnership*

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

* Note B.1.b below.

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

Delaware _____

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

☐ Yes ☐ No ☐ N/A •

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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). (

Name Title

1 .b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

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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

Westfield USA Centers, inc. General Partner

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name Business Address Percentage Interest in the

Disclosing Party

Westfield America, Inc. I 11601 Wilshire Blvd.. 11th Floor Los Angeles, CA 90025 I 100% _

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes ☐ No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

Page 3 of 13

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. .

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

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

Name Business Relationship to Disclosing Party Fees

Name Business Relationship to Disclosing Party fees
(indicate whether Address (subcontractor, attorney, (indicate whether retained or anticipated lobbyist, etc.) paid or estimated)
to be retained)

(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 term of the contract.

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 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

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B. FURTHER CERTIFICATIONS

1. 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.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.

2. The certifications in subparts 2, 3 and 4 concern: ,

- the Disclosing Party;

- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any 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 Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

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(• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or with respect to an

Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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.

4. 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.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

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6. 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.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

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

☐ is . ☐ is not

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

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

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

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

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2-32 of the Municipal Code, explain here (attach additional pages if necessary):

2-52 of the Municipal Code, explain here (attach additional pages if necessary).

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☐ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

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

Name Business Address Nature of Interest

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

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E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

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 requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such 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.

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: (Begin list here, add sheets as necessary):

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

Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

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

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above. If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting 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 Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <<http://www.whitehouse.gov/omb/grants/sflllin.pdf>>, linked on the page <http://www.whitehouse.gov/omb/grants/grants_forms.html>.

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.

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Is the Disclosing Party the Applicant?

☐ Yes ☐ No If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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 online at www.cityofchicago.org/Ethics

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.
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D. 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, void or voidable), 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.

E. 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.

F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any 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 the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. '

H. 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 affiliates 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'.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

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H.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 H.1. and H.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 H.1., H.2. or H.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 on behalf of the Disclosing Party, and (2) warrants that: all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Westfield America ShoppingLC.ejitej^LR

(Print or type name of Disclosing Party)

Date:

By: Westfield USA Centers, Inc., General Partner

(Sign here)

(Sign here)

Elizabeth Satterthwaite

(Print or type name of person signing)

Senior Vice President & Assistant Secretary

(Print or type title of person signing)

Signed and sworn to before; hie on (date) Q^^W 3/ , j0+/, by ^^n^a^Cr-atdos rjy^aJtts County, C^fM>rA(dJ (stall)-.

Commission expires: 7 cZOff^-- ,.

Notary Public.

1

ANNIE M. 2ETTEL-Commisslon # 1794435 I Notary Public - California |

JXj>__j^ to* Angeles County '

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

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

Westfield America, Inc.-

Check ONE of the following three boxes:

Indicate whether 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 Disclosing Party holds an interest: Westfield Concession Management, LLC

OR

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

B. Business address of Disclosing Party: 11601 Wilshire Blvd. 11th Floor__

Los Angeles, CA 90025__

C. Telephone: (310) 575-6057_Fax: (310) 775-4337_Email: esatterthwaite@frflic; wegrffleH oo_m

D. Name of contact person: Elizabeth Satterthwaite__

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):

Request to Design. Redevelop & Operate Concession Program at Terminal 5 at Chicago O'Hare International Airport

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

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

Specification #__and Contract #__

Ver. 11-01-05

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SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

☐ Person ☐ Limited liability company*

☐ Publicly registered business corporation ☐ Limited liability partnership*

__Privately held business corporation ☐ Joint venture*

☐ Sole proprietorship ☐ Not-for-profit corporation

☐ General partnership* (Is the not-for-profit corporation also a 501(c)(3))?

☐ Limited partnership* ☐ Yes ☐ No

☐ Trust ☐ Other (please specify)

* Note R/ I h below

NOTE: See below.

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

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

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).

Name Title

Peter S. Lowy : President & Chief Executive Officer

Peter Schwartz Senior Executive Vice President & Secretary

Mark A. Stefanek Chief Financial Officer & Treasurer

See Attachment 1 for List of Additional Executive Officers

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

Page 2 of 13

any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure. .

Name Business Address Percentage Interest in the

Disclosing Party

Westfield America Trust I Level 24. Westfield Towers [100 William Street | Sydney. NSW 2001 Australia | 82.59%

Westfield Holdings Limited | Level 24. Westfield Towers 1100 William Street | Sydney. NSW 2001 Australia | 17.41%

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes ☐ No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

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amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Name Business Relationship to Disclosing Party Fees

(indicate whether Address (subcontractor, attorney, (indicate whether retained or anticipated lobbyist, etc.) paid or estimated)

to be retained)

to be retained,

(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 term of the contract.

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 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

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B. FURTHER CERTIFICATIONS

1. 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.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.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;

- ¹ • any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any 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 Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

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- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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

- a. officer 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).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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.

4. 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.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

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6. 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.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

i For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined .contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

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

☐ is ☐ is not

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

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

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

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

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2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

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

☐ Yes ☐ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

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

Name Business Address Nature of Interest

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

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E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

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 requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such 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.

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: (Begin list here, add sheets as necessary):

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

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

employee of Congress, or an employee of a member of Congress, in connection with the award of any contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above. If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting 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 Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <<http://www.whitehouse.gov/omb/grants/sflllin.pdf>>, linked on the page <http://www.whitehouse.gov/omb/grants/grants_forms.html>.

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.

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Is the Disclosing Party the Applicant?

☐ Yes ☒ No

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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.

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D. 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, void or voidable), 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.

E. 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.

F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any 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 the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. '

H. 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 affiliates 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. ^x

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

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H.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 H.1. and H.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 H.1., H.2. or H.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 on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Westfield America, "Inc.

(Print or type name of Disclosing Party)

Date: January 7, 2011

By:

(sign here)

Elizabeth Satterthwaite

(Print or type name of person signing)

Senior Vice President & Assistant Secretary

(Print or type title of person signing)

Signed and sworn to before me on (date) y^^y^ ^, by £4/?^e/^^d tfe/rtfwvk^ at J.DA Av^i/t-i County, fALjarrufiM (state).^

m.

J

Notary Public.

Commission expires: A^ti I ckOl;Ls

ANNIE M. ZETTEI. Commission # 1794435 No y f»Mc -California | ^Angeles County £

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ATTACHMENT 1

City of Chicago Economic Disclosure Statement and Affidavit

Section B1a.

List of Additional Executive Officers and Directors of Westfield America, Inc

Elizabeth P. Satterthwaite Roger A. Porter Rory A. Packer Lisa Shelley Stephanie Shieh Aline Taireh Laurie

Yoo Peter R. Schwartz Mark A. Stefanek

Senior Vice President & Assistant Secretary Vice President

Assistant Secretary A Assistant Secretary Assistant Secretary Assistant Secretary Assistant Secretary Director
Director

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable: Westfield America Management Limited As
Responsible Entity Of Westfield America Trust ARSN 092 058 449_

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. ☐ the Applicant

2. ☐ s legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party
holds an interest: Westfield Concession Management. LLC

OR

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

B. Business address of Disclosing Party: Level 24, Westfield Towers j 100 William Street
Sydney, NSW 2011 Australia _

C. Telephone: Q11-61-29-35B-7438 Fax: 011-61-29-3^Jfl7X_ Email: mmcgrath@au.WBatfiftd.com
<mailto:mmcgrath@au.WBatfiftd.com>

D. Name of contact person: Maureen McGrath _

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

F. Brief description of contract, transaction or other undertaking (rcfen ed to below as the "Matter") to which this EDS pertains.

(Include project number and location of property, if applicable):

Rpqpst to Dffiffln, Rnrfoalnp ft Oparato CnnrasBlmn Program at Terminal S at Chicago frHara fritemnHr>nwl Airport

G. Which City agency or department is requesting this EDS? n0p_a rtmanf »f Aviation _

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

Specification # _ and Contract # _

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party: I ☐ Person ☐ Limited liability company*

☐ Publicly registered .business.corpdrationi .:fj Limited liability paiMersh'ip*

☐ Privately held business corporation [☐ Joint venture*

[☐ Sole proprietorship [☐ Not-for-profit corporation

☐ General partnership* (Is the not-for-profit corporation also a 501(c)(3))? ☐ Limited partnership* ☐ Yes ☐ No
☐ Trust ☐ Other (please specify)

* Note B.1.b below.

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

Australia -

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? ■

U. Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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):

Name . Title

Frank P. Lowy Chairman & Director

David H. Lowy Deputy Chairman & Director

Steven M. Lowy Group Managing Director & Director

See Attachment 1 for List of Additional Executive Officers and Directors

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1, above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

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any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title ■

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name Business Address Percentage Interest in the

Disclosing Party

See Attachment 2

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

./

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

☐ Yes ☐ No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

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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.

Relationship to Disclosing Party Fees (subcontractor, attorney, (indicate whether

lobbyist, etc.) paid or estimated)

Name Business (indicate whether Address retained or anticipated to be retained)

(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 term of the contract.

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 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

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B. FURTHER CERTIFICATIONS

I. 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V; ☒ j .

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.

2., The certifications in subparts 2, 3 and 4 concern:

• the-Disclosing Party; ,

• any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any 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 Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

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• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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 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).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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.

4. 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.

5. The Disclosing Party understands and shall comply with (1.) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

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6. 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.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION •

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code.

(Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

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

☐ is ☐ is not

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

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

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

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

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2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☐ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

3. If you checked "Yes" to Item D.I., 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.

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E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits, from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

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 requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such 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.

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: (Begin list here, add sheets as necessary):

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

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

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

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting 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 Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its

instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

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.

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Is the Disclosing Party the Applicant?

☐ Yes • ☐ No If "Yes," answer the three questions below;

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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.

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D. 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, void or voidable), 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.

E. 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.

F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any 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 the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.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 affiliates 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.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

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H.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 H.1. and H.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 H.1., H.2. or H.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 on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Westfield America Management Limited As Responsible Entity Of'

Westfield America Trust_ Date; February 1, 2011

(Print or type name of Disclosing Party)

J. J. Laurjten. Mc. Grath.....

(Print or type name of person signing)

Deputy General Counsel & Company .Secretary

(Print or type title of person signing)

Signed and sworn to before me on (date) 1^0ov^A^m 0-OU . bv fAgjULfM*. ffE_r*sW>, at W/w^_eaomy.A^i^MA, A^fetate). J

CLENbfK HftNWN_Notary Public.

Commission expires: A/of" &^)^C(#J?L(>. U*-jV£W.

Glenda Hanson Notary Public '

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'Australia' ~ ""

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ATTACHMENT 1

City of Chicago Economic Disclosure Statement and Affidavit

Section B1a. List of Additional Executive Officers and Directors of Westfield America Trust

Peter S. Lowy Peter Allen Simon Tuxen Mark Bloom Eamonn Cunningham Gerhard Karba Mark Ryan Elliott Rusanow David Temby

Roy L. Furman

The Right Honorable Lord Goldsmith

David M. Gonski

Professor Frederick G. Hilmer

Stephen P. Johns
Mark R. Johnson
John McFarlane
Brian M. Schwartz
Professor Judith Sloan
Group Managing Director & Director
Group Chief Financial Officer
Group General Counsel & Secretary
Deputy Group Chief Financial Officer
Chief Risk Officer
Global Chief Information Officer
Group Director Corporate Affairs
Group Director Corporate
Group Tax Counsel

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

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

Westfield USA Centres, Inc. _:_

Check ONE of the following three boxes:

Indicate whether 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 Disclosing Party holds an interest: Westfield Concession Management, LLC

OR

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

B. Business address of Disclosing Party: 11601 Wilshire Blvd. 11th Floor _

Los Angeles, CA 90025 _

C. Telephone: (310) 575-6057 **Fax:** (310) 775-4337 **Email:** Asaftprfhwaitefgiis wpstfietri onm

D. Name of contact person: Elizabeth Satterthwaite _

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):

~~Request to Design, Redevelop & Operate Concession Program at Terminal 5 at Chicago O'Hare International Airport~~

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

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

Specification # and Contract #

Ver. 11-01-05

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SECTION II ~ DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF 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)

* Note B.1.b below.

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

Delaware

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

☐ Yes ☐ No ☐ N/A

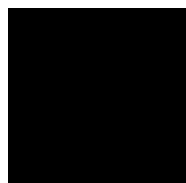
B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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).

Name ' Title

Peter S. Lowy Chairman & Chief Executive Officer



John Widdup Chief Operating Officer

Mark A. Stefanek Chief Financial Officer & Treasurer

See Attachment 1 for List of Additional Executive Officers

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

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any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name Business Address " Percentage Interest in the

Disclosing Party

Westfield Holdings Limited 1 Level 24. Westfield Towers 1100 William Street I Sydney. NSW 2001 Australia 1100%

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes ☒ No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

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amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Name Business Relationship to Disclosing Party Fees

(indicate whether Address (subcontractor, attorney, (indicate whether retained or anticipated lobbyist, etc.) paid or estimated) to be retained)

(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 term of the contract.

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 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

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B. FURTHER CERTIFICATIONS

1. 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B. 1 .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.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any 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 Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

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- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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.

4. 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.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics

Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

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6. 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.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455.(b).)

1. CERTIFICATION

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

☐ is ☐ is not

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

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

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

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

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2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☐ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

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

Name Business Address Nature of Interest

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

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E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

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 requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such 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.

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: (Begin list here, add sheets as necessary):

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

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

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above. If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting 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 Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <<http://www.whitehouse.gov/omb/grants/sfillinipdf>>, linked on the page <http://www.whitehouse.gov/omb/grants/grants_forms.html>.

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.

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Is the Disclosing Party the Applicant?

☐ Yes ☐ No If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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.

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D. 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, void or voidable), 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.

E. 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.

F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any 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 the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H. 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 affiliates 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.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

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H.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 H.1. and H.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 believe⁷ has not provided or cannot provide truthful certifications. NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.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 on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this. EDS are true, accurate and complete as of the date furnished to the City.

Westfield USA Centres, Inc. - Date: Januaryst, 2011

(Print or type name of Disclosing Party)

By:

(sign here)

r

Elizabeth Satterthwaite

(Print or type name of person signing)

Senior Vice President & Assistant Secretary

(Print or type title of person signing)

Signed and sworn to before me on (date) Mth; ^0 W aoit , by ^tJ(Mth.di-^ Si%t^€rfiiMM, 'ii^

at pies An.^de,-\ County, f^j,' ferny cu (state).

10

Commission expires: Aphli . /°2-

Notary Public.

rfii intru*****

ANNIE M. ZETTEL ^dSk Commission * 1794435 * =frfTOffl Notary Public - California | ' " los Angeles County

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ATTACHMENT 1

City of Chicago Economic Disclosure Statement and Affidavit

Section B1a.

List of Additional Executive Officers and Directors of Westfield USA Centres, Inc.

Stanley N. Duncan Senior Executive Vice President

Peter R. Schwartz Senior Vice President, General Counsel & Secretary

Elizabeth P. Satterthwaite Senior Vice President & Assistant Secretary

Roger A. Porter Vice President, Tax

Rory A. Packer Assistant Secretary

Stephanie Shieh Assistant Secretary

Aline Taireh Assistant Secretary
Laurie Yoo Assistant Secretary
Peter S. Lowy Director
Mark A. Stefanek Director

]

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

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

Westfield Holdings Limited

Check ONE of the following three boxes:

Indicate whether 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 Disclosing Party holds an interest: Westfield Concession Management, LLC OR

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

B. Business address of Disclosing Party: Level 24, Westfield Towers 1100 William Street
Sydney, NSW 2011 Australia

C. Telephone: (61) 2-9358-7435 Fax: (61) 2-9358-7435 Email: mmr.grath@aia.westfield.com.au

D. Name of contact person: Maureen McGrath

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):

Request to Design, Redevelop Westfield Concession, Program at Terminal 1, O'Hare, International Airport

G. Which City agency or department is requesting this EDS? _____

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

Specification _____ and Contract # _____

Ver. 1.1-01-05

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SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY .

/

1. Indicate the nature of the Disclosing Party, Person

Publicly registered business corporation Privately held business corporation Sole proprietorship General partnership* Limited partnership* Trust

Limited liability company* Limited liability partnership* Joint venture* Not-for-profit corporation

(Is the firm)

for-profit corporation also a 501(c)(3)? [Yes] [No]

[] Other (please specify)

* Note B.1.b below.

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

Australia _____

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

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).

Name Title

Frank P. Lowy Chairman & Director _____

David H. Lowy Deputy Chairman & Director _____

Steven M. Lowy _____ Gropp Managing Director & Partner _____

See Attachment 1 for List of Additional Executive Officers and Directors _____

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1 . above (Nature of Disclosing Party), list below

the name and title of each general partner, managing member, manager or

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any other person or entity that controls the day-to-day management of the Disclosing Party! NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name Business Address Percentage Interest in the

, Disclosing Party 3a. tAAashm9trt 1

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes ☒ No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

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amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Name Business Relationship to Disclosing Party Fees

(indicate whether Address (subcontractor, attorney, (indicate whether retained or anticipated lobbyist, etc.) paid or estimated to be retained)

(Add sheets if necessary)

f/j Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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 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

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B. FURTHER CERTIFICATIONS

1. 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.l.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. ;

2. The certifications in subparts 2, 3 and 4 concern:

f

- the Disclosing Party;

- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any 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 Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

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- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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.

4. 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.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

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6. 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.

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C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code.

(Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

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

☐ 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

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2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☐ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

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

Name Business Address Nature of Interest

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

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E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance

policies issued to , slaveholders that provided coverage for damage to or injury or death of their slaves) and has ' disclosed in this EDS any and all such records to the City, In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

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 requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from \ slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

' 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

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SECTION VI - ■ CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

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: (Begin list here, add sheets as necessary):

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

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

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

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting 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 Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <<http://www.whitehouse.gov/omb/grants/sflll.pdf>>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html <http://www.whitehouse.gov/omb/grants/grants_forms.html>.

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.

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Is the Disclosing Party the Applicant?

[] Yes [7] No

If "Yes," answer the three questions below:

J. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR

Part 60-2.) ☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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.

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D. 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, void or voidable), 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.

E. 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.

F. 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.

The Disclosing Party represents and warrants that;

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any 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 the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity,

H. 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 affiliates 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.

H:2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

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H.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 H.1. and H.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 H. 1., H.2. or H.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 on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

W_3iitfMiHQjaJjig^___ Date: Ffthmary 1,2011_

(Print or type name of Disclosing Party)

By:

(sign here)

Maureen McGrath

(Print or type name of person signing)

Deputy General Counsel & Company Secretary

(Print or type title of person signing)

Signed and sworn to before me on (date) / I-dpr-uc^^(1 . by Afcu-tf^-yi M-Qmjth at \$ydbu<y @tmrtff /Y&J \$(X<M Majfeffe), J
&LftvDA HANSON__ Notary Public.

Commission expires:

Glenda Hanson _ . , ,

Notary Public . Page 13 of 13

Sydney NSW Australia

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ATTACHMENT 1

City of Chicago ^ Economic Disclosure Statement and Affidavit

Section B1a. List of Additional Executive Officers and Directors of Westfield Holdings Limited

Peter S. Lowy Peter Allen Simon Tuxen Mark Bloom Eamonn Cunningham Gerhard Karba Mark Ryan Elliott Rusanow

David Temby Roy L. Furman v

The Right Honorable Lord Goldsmith

David M. Gonski

Professor Frederick G. Hilmer

Stephen P. Johns

Mark R. Johnson

John McFarlane

Brian M. Schwartz

Professor Judith Sloan

Group Managing Director & Director

Group Chief Financial Officer

Group General Counsel & Secretary

Deputy Group Chief Financial Officer

Chief Risk Officer

Global Chief Information Officer

Group Director Corporate Affairs

Group Director Corporate

Group Tax Counsel

Director

Director

Director

Director

Director

Director

Director

Director

Director

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