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COPY



**JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL
of the
CITY of CHICAGO, ILLINOIS**

Regular Meeting -- Wednesday, May 21, 2025

at 10:00 A.M.

(Council Chamber -- City Hall -- Chicago, Illinois)

OFFICIAL RECORD.

VOLUME I

BRANDON JOHNSON
Mayor

ANDREA M. VALENCIA
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, May 21, 2025

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Attendance At Meeting.

Present -- The Honorable Brandon Johnson, Mayor, and Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein.

Absent -- Alderperson Hadden.

Call To Order.

On Wednesday, May 21, 2025 at 10:33 A.M. (the hour appointed for the meeting was 10:00 A.M.), the Honorable Brandon Johnson, Mayor, called the City Council to order. The Honorable Andrea M. Valencia, City Clerk, called the roll of members and it was found that there were present at that time: Alderpersons Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 46.

Quorum present.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, informed the City Council that Alderpersons La Spata, Scott and Conway submitted requests, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, to attend the meeting remotely.

Thereupon, the members physically present in the Chamber accepted by unanimous viva voce vote the requests by Alderpersons La Spata, Scott and Conway to attend the meeting remotely, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, resulting in a quorum of 49 alderpersons.

Pledge Of Allegiance.

Mayor Brandon Johnson led the City Council and assembled guests in the Pledge of Allegiance to the Flag of the United States of America.

Invocation.

Reverend Bob Wong, Associate Pastor of Chinese Christian Union Church, opened the meeting with prayer.

PUBLIC COMMENT.

In accordance with the City Council's Rules of Order and Procedure, the following members of the general public addressed the City Council:

Mana Ruiz (with interpreter Christina Ruiz)

Mary Kay Minaghm

Lee Barrie

Veronica Schwenn

Alma Wieser

Gerald Thurman Gary

The Chicago Conservative

Esther Martinez

Eric Winslow

David Lavine

In accordance with the City Council's Rules of Order and Procedure, the following members of the general public submitted written comments to the City Council:

John Paul Jones

Evelyn Vargas

At this point in the proceedings, Alderperson David Moore requested the body rise for a moment of silence to honor the memory of the Reverend Dr. L.K. Curry, Pastor Emeritus of the Emmanuel Baptist Church of Chicago, who died earlier this month.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- CONGRATULATIONS EXTENDED TO JAMES D. MONTGOMERY, SR., FOR HIS CIVIC SERVICE AND CONTRIBUTIONS AS FIRST AFRICAN AMERICAN CORPORATION COUNSEL.

[R2025-0017487]

The Honorable Brandon Johnson, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Gutiérrez, Hall, Rodríguez, Clay, Hadden, Conway, Ervin, Mosley, Manaa-Hoppenworth, Vasquez, Chico, Lopez, Martin, Lawson, Rodríguez-Sánchez, Ramirez, Cardona, Nugent, Moore, Silverstein, Quezada, Cruz, Sigcho-Lopez, Taliaferro, Reilly, Mitts, Yancy, Hopkins, Dowell, Robinson, O'Shea, Sposato, Lee, Harris, Villegas, Gardiner, Waguespack and City Clerk Valencia, a resolution honoring James D. Montgomery, Sr., the first African American Corporation Counsel.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Aldersperson Mitchell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, James D. Montgomery, Sr., has, throughout his distinguished career, exemplified the highest ideals of the legal profession and public service, earning the respect and admiration of colleagues, civic leaders, and residents of the City of Chicago; and

WHEREAS, Mr. Montgomery earned his Bachelor of Arts in Political Science from the University of Illinois in 1953, and a Juris Doctor from the University of Illinois College of Law in 1956, laying the foundation for a storied legal career that would span nearly seven decades; and

WHEREAS, Mr. Montgomery began his legal career at the firm of Rogers, Strayhorn & Harth before serving as an Assistant United States Attorney for the Northern District of Illinois, where he distinguished himself as a formidable trial lawyer; and

WHEREAS, As a founding partner of James D. Montgomery & Associates, Ltd., Mr. Montgomery built a nationally recognized law firm known for its commitment to civil rights, personal injury, and wrongful death litigation, achieving meaningful justice for countless families and individuals; and

WHEREAS, Mr. Montgomery made history when he was appointed Corporation Counsel for the City of Chicago by Mayor Harold Washington, offering sound legal counsel and principled leadership during a pivotal period in the City's history; and

WHEREAS, Throughout his remarkable career, Mr. Montgomery achieved numerous landmark verdicts and settlements on behalf of his clients and was named a fellow of the prestigious International Academy of Trial Lawyers in 1983, an honor reserved for those who have attained the highest level of trial advocacy, and was later inducted as a Laureate of the Illinois Academy of Lawyers, a distinction granted to those who personify the greatness of the legal profession and uphold its highest principles through a lifetime of service to the law, the profession, and the public; and

WHEREAS, Beyond the courtroom, Mr. Montgomery has contributed to the education and mentorship of the next generation of legal advocates, serving as a lecturer and trial skills instructor at esteemed institutions including DePaul University College of Law and the University of Chicago Law School, while also participating in national trial advocacy programs; and

WHEREAS, Mr. Montgomery's commitment to education and public service is further demonstrated by his longstanding service as a member of the University of Illinois Board of Trustees, where he has championed equity, access, and academic excellence for the students of Illinois; and

WHEREAS, Throughout his life, Mr. Montgomery has mentored generations of attorneys, community leaders, and public servants, imparting wisdom, integrity, and a deep commitment to service that will endure for years to come; and

WHEREAS, It is fitting and proper that this body recognize and honor James D. Montgomery, Sr., for his extraordinary contributions to the law, civil rights, public service, and the betterment of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21st day of May 2025, do hereby recognize James D. Montgomery, Sr., for his decades of distinguished service, lifelong commitment to justice and invaluable contributions to this City and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James D. Montgomery, Sr., as a lasting expression of the esteem and gratitude of this City Council and the residents of the City of Chicago.

On motion of Alderperson Mitchell, seconded by Alderpersons Harris, Moore, Dowell, Burnett, Yancy, Sigcho-Lopez and Robinson, with closing remarks by the Honorable Brandon Johnson, Mayor, Mr. James D. Montgomery, Sr. was allowed to speak from the commissioners gallery and the foregoing resolution was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in recognizing the life and legacy of James Montgomery, Sr. Mr. Montgomery has truly left his mark on our city and the legal profession through his work at law firms, as the Assistant United States Attorney for the Northern District of Illinois, and as founding partner of James D. Montgomery & Associates, Ltd., the Mayor stated. Throughout his career, James Montgomery achieved landmark verdicts and settlements for his clients and justice for countless families and individuals, the Mayor continued, and he has been recognized for the great work he has done in the legal profession including defending the Black Panther Party, fighting for sanctuary protection for immigrants and so much more. As Corporation Counsel for Mayor Harold Washington, Mr. Montgomery provided legal counsel and leadership during a pivotal moment in our history, the Mayor asserted, and he ensured that the next generation of legal professionals, public servants, and community leaders were ready to face any challenge through teaching and mentorship. As we thank and recognize James Montgomery for his many years of service, commitment to justice, and contributions to our city and our residents, we can be assured, the Mayor stated, that the contributions, legacy, and outstanding work done by James Montgomery, Sr. will be remembered and inspire legal professionals for generations to come. Mayor Johnson then informed the City Council and

assembled guests that in recognition of Mr. Montgomery's contributions to the legal profession and the City of Chicago, the sixth-floor foyer of City Hall will be dedicated as the James Montgomery, Sr. Foyer.

Mayor Johnson then asked leave of the body to allow James Montgomery, Sr., the privilege to address the body. Hearing no objection, leave was granted.

Speaking from the commissioners' gallery, Mr. Montgomery reflected on the challenging and exciting opportunity to serve as Corporation Counsel for the first Black Mayor of the City of Chicago, the late Harold Washington, and the rewarding yet often underappreciated role of public service. Mr. Montgomery then thanked Mayor Johnson and the members of the City Council for their dedication and service to the City of Chicago.

Rules Suspended -- DESIGNATION OF MAY 2025 AS JEWISH AMERICAN HERITAGE MONTH.

[R2025-0017485]

The Honorable Brandon Johnson, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Silverstein, Gutiérrez, Rodríguez, Clay, Hadden, Conway, Ervin, Mosley, Manaa-Hoppenworth, Vasquez, Chico, Lopez, Martin, Lawson, Rodríguez-Sánchez, Ramirez, Cardona, Nugent, Moore, Quezada, Cruz, Sigcho-Lopez, Taliaferro, Reilly, Mitts, Yancy, Hopkins, Dowell, Robinson, O'Shea, Sposato, Lee, Harris, Villegas, Gardiner, Waguespack and City Clerk Valencia, a resolution commemorating Jewish American Heritage Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Aldersperson Mitchell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, May has been nationally designated as Jewish American Heritage Month, celebrating nearly four centuries of Jewish contributions to America's history, society, and culture; and

WHEREAS, The first American Jewish community began in 1654 when 23 Jewish passengers arrived in New Amsterdam (now New York City) after fleeing antisemitism and persecution in Portuguese-controlled Brazil; and

WHEREAS, Jewish American Heritage Month was first established in 2006 by President George W. Bush to honor the long history of Jewish Americans and the many contributions of Jewish people to American culture, history, military, science, government, education and all areas of American life; and

WHEREAS, Jewish residents began arriving in Chicago in the 1830s, and in the many years that followed, Jewish Americans have contributed significantly to the cultural, social, and economic fabric of our great City, enriching the lives of all Chicagoans; and

WHEREAS, The Jewish population of Metropolitan Chicago has grown significantly over the years, reaching more than 300,000 Jewish men, women, and children, and comprising about 4 percent of the population of the City of Chicago; and

WHEREAS, The Jewish community of Metropolitan Chicago is diverse, with more than 7 percent of local Jewish households including individuals who identify as people of color, and 14 percent of Jewish households including individuals who identify as non-white or Hispanic; and

WHEREAS, This is a significant time of year to Jewish Americans with several important commemorations, including Yom HaShoah, or Holocaust Remembrance Day, on April 24 and Yom Ha'atzmaut, or Israel Independence Day, on May 1; and

WHEREAS, Raising awareness of the inextricable link between the Jewish American experience and the broader American history and culture is a powerful tool towards combating the rising threat of antisemitism in the United States; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21st day of May 2025, do hereby designate May 2025 as Jewish American Heritage Month, and express appreciation for the significant contributions made by Jewish Americans to the diverse communities that comprise the City of Chicago, the State of Illinois, and the United States of America.

On motion of Alderperson Mitchell, seconded by Alderpersons Silverstein, Waguespack, Lee, Napolitano, Lopez, Tabares, Coleman, Lawson, Vasquez, Villegas, Sposato, Robinson and Burnett, with closing remarks by the Honorable Brandon Johnson, Mayor, the foregoing resolution was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in celebrating Jewish American Heritage Month and honoring the contributions that Jewish Americans have made in Chicago. Congratulating and thanking several distinguished guests in attendance for their leadership and service to the City of Chicago, Mayor Johnson noted that since the 1830s, Jewish Americans have shaped Chicago's culture, communities, and economy by building businesses, advancing social justice, and making lasting contributions to arts and sciences, education, public service, and more. Jewish Americans have enriched our communities with their culture, the Mayor stated, and have helped to build a more vibrant, inclusive, and compassionate Chicago. As we celebrate Jewish American Heritage Month with commemorations, and more importantly, with action, we are reminded and called upon us as a city to continue to stand up against hate in all its form, the Mayor implored. Declaring Chicago's inclusive spirit as what sets us apart from so many other cities, Mayor Johnson underscored the importance of protecting this spirit and lifting up the diverse communities that make our city strong. Noting that we are in a time when antisemitism permeates across the country, Mayor Johnson encouraged all Chicagoans to reaffirm our city as a place where all people can live free and thrive.

Rules Suspended -- PROCLAMATION OF MAY 2025 AS "ASIAN AMERICAN, NATIVE HAWAIIAN AND PACIFIC ISLANDER HERITAGE MONTH".

[R2025-0017488]

The Honorable Brandon Johnson, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Lee, Manaa-Hoppenworth, Gutiérrez, Hall, Rodríguez, Clay, Hadden, Conway, Ervin, Mosley, Vasquez, Chico, Lopez, Martin, Lawson, Rodríguez-Sánchez, Ramirez, Cardona, Nugent, Moore, Silverstein, Quezada, Cruz, Sigcho-Lopez, Taliaferro, Reilly, Mitts, Yancy, Hopkins, Dowell, Robinson, O'Shea, Sposato, Harris, Villegas, Gardiner, Waguespack and City Clerk Valencia, a resolution commemorating Asian American, Native Hawaiian and Pacific Islander Heritage Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Alderperson Mitchell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, May is recognized in the City of Chicago as Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month; and

WHEREAS, The origins of the official United States federal acknowledgement are attributed to the efforts of Jeanie Jew, a fourth-generation Chinese American former congressional staffer, and several others involved in the Asian American Movement, to honor the cultures, histories and contributions of American communities whose lineages trace to the Asian continent and the Pacific Islands of Melanesia, Micronesia, and Polynesia; and

WHEREAS, A joint Congressional resolution was signed into law in 1978, designating the first week of May as Asian/Pacific American Heritage Week to commemorate two milestones: the arrival of the first Japanese immigrants to the United States on May 7, 1843 and the completion of the transcontinental railroad, constructed in large part by Chinese immigrant laborers, on May 10, 1869; and

WHEREAS, In 1992, Asian/Pacific American Heritage Week was expanded by law to recognize the entire month of May as Asian/Pacific American Heritage Month, and in 2021, a Presidential Proclamation reaffirmed the observance as Asian American, Native Hawaiian, and Pacific Islander Heritage Month; and

WHEREAS, Alderperson Nicole Lee of the 11th Ward became the first Chinese American and first Asian American woman to serve on the City Council upon first assuming office on March 28, 2022; and

WHEREAS, Alderperson Leni Manaa-Hoppenworth of the 48th Ward became the first Filipina American to serve as alderperson upon assuming office on May 15, 2023; and

WHEREAS, Asian Americans and Pacific Islanders represent Chicago at various levels of the State and federal governments, including U.S. Senator Tammy Duckworth, U.S. Representative Raja Krishnamoorthi, Cook County Commissioner Josina Morita, Illinois State Senator Ram Villivalam, and Illinois State Representatives Theresa Mah, Hoan Huynh, Kevin Olickal and Abdelnasser Rashid; and

WHEREAS, The United States Census Bureau estimates Chicago's AANHPI population to be 7.2 percent, and according to the Office of Inspector General's demographic dashboard, 4.9 percent of the City of Chicago's employees identify as AANHPI; and

WHEREAS, During Asian American, Native Hawaiian, and Pacific Islander Heritage Month, the City of Chicago recognizes and celebrates the diverse and vibrant cultures, traditions, and achievements of these communities and honors their lasting contributions to the life of this City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21st day of May 2025, do hereby proclaim May 2025 as "Asian American, Native Hawaiian and Pacific Islander Heritage Month" in the City of Chicago, and call upon all Chicagoans to observe this month and celebrate the rich histories, diverse cultures and remarkable contributions of our AANHPI communities.

On motion of Alderperson Mitchell, seconded by Alderpersons Manaa-Hoppenworth, Burnett, Sigcho-Lopez, Villegas, Vasquez, Silverstein, Coleman and Lee, with closing remarks by the Honorable Brandon Johnson, Mayor, the foregoing resolution was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in celebrating Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month and honoring their contributions to the City of Chicago. Congratulating and thanking several distinguished guests in attendance for their leadership and service to the City of Chicago, Mayor Johnson observed that Chicago is home to a proud and vibrant AANHPI community whose rich culture, traditions, and history can be found in every corner of our city. The AANHPI community has made indelible contributions and achieved greatness across many fields including science, literature, activism, and the arts, the Mayor stated, and they are making great strides in every level of government, both here in Chicago and across the country. Noting that well over six percent of the city's current administration is proudly represented by members of the AANHPI community, Mayor Johnson expressed his appreciation to Alderperson Nicole Lee, Alderperson Leni Manaa-Hoppenworth, and all the Asian American and Pacific Islanders who serve our city on various levels of government. As we come together this May to celebrate, uplift, support, and advocate for our AANHPI communities we are reminded, the Mayor stated, that our city is what it is today because of our diversity and the rich mixture of talent, values, cultures, traditions, and heritage that together have made Chicago a truly welcoming and global city. Calling upon all Chicagoans this month, and every month, to continue to learn from one another, celebrate our Asian American and Pacific Islander communities, and embrace our shared humanity that defines the soul of Chicago, Mayor Johnson then proclaimed "We thank you. We see you. We value you. We celebrate you."

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- REAPPOINTMENT OF ANTHONY KLOK AS MEMBER OF LAKEVIEW EAST COMMISSION (SPECIAL SERVICE AREA NO. 8).

[A2025-0017528]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have reappointed Anthony Klok as a member of Special Service Area Number 8, the Lakeview East Commission, for a term expiring

February 15, 2029, such period allocated as follows: a term effective immediately and expiring February 15, 2026, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF ELENA DURAN AS MEMBER OF LITTLE VILLAGE COMMISSION (SPECIAL SERVICE AREA NO. 25).

[A2025-0017529]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have reappointed Elena Duran as a member of Special Service Area Number 25, the Little Village Commission, for a term effective immediately and expiring June 30, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

5/21/2025

COMMUNICATIONS, ETC.

27459

Referred -- APPOINTMENT OF SHAUN D. HARRIS AS MEMBER OF 47TH STREET AND COTTAGE GROVE COMMISSION (SPECIAL SERVICE AREA NO. 47).

[A2025-0017530]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Shaun D. Harris as a member of Special Service Area Number 47, the 47th Street and Cottage Grove Commission, for a term effective immediately and expiring September 9, 2027, to succeed Robin Jackson, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF CYATHARINE ALIAS AS MEMBER OF SHORELINE ADVISORY BOARD.

[A2025-0017531]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Environmental Protection and Energy*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Cyatharine Alias as a member of the Shoreline Advisory Board for a two-year term, effective June 30, 2025 or upon passage the appointment, if passed after that date.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF WILLIAM SCHLEIZER AS MEMBER OF SHORELINE
ADVISORY BOARD.

[A2025-0017532]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Environmental Protection and Energy:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed William Schleizer as a member of the Shoreline Advisory Board for a four-year term, effective June 30, 2025 or upon passage of the appointment, if passed after that date.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) BRANDON JOHNSON,
Mayor.

*Referred -- APPOINTMENT OF JOEL ZAVALA AS MEMBER OF SHORELINE
ADVISORY BOARD.*

[A2025-0017533]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on Environmental Protection and Energy:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Joel Zavala as a member of the Shoreline
Advisory Board for a four-year term, effective June 30, 2025, or upon passage of the
appointment, if passed after that date.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) BRANDON JOHNSON,
Mayor.

*Referred -- APPOINTMENT OF KENNETH BURNETT AS MEMBER OF CHICAGO
LOW-INCOME HOUSING TRUST FUND BOARD.*

[A2025-0017534]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on Housing and Real Estate:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Kenneth Burnett as a member of the Chicago Low-Income Housing Trust Fund Board for a term effective immediately and expiring December 31, 2026, to succeed Andrew Geer, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF KIMBERLY A. BARES AS MEMBER OF
SPECIAL EVENTS AND CULTURAL AFFAIRS ADVISORY COUNCIL.

[A2025-0017537]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on Special Events, Cultural Affairs and Recreation:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Kimberly A. Bares as a member of the Special Events and Cultural Affairs Advisory Council for a term effective immediately and expiring October 5, 2026, to succeed Alison E. Cuddy, whose term has expired.

5/21/2025

COMMUNICATIONS, ETC.

27463

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF JAN FELDMAN AS MEMBER OF
SPECIAL EVENTS AND CULTURAL AFFAIRS ADVISORY COUNCIL.
[A2025-0017536]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on Special Events, Cultural Affairs and Recreation:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Jan Feldman as a member of
the Special Events and Cultural Affairs Advisory Council for a term effective immediately
and expiring October 5, 2026, to succeed Brooke Flanagan, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF CAROLINE K. NG AS MEMBER OF
SPECIAL EVENTS AND CULTURAL AFFAIRS ADVISORY COUNCIL.
[A2025-0017538]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on Special Events, Cultural Affairs and Recreation:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Caroline K. Ng as a member of the Special Events and Cultural Affairs Advisory Council for a term effective immediately and expiring October 5, 2026, to succeed Blake-Anthony Johnson, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF BILLY OCASIO AS MEMBER OF SPECIAL EVENTS AND CULTURAL AFFAIRS ADVISORY COUNCIL.

[A2025-0017535]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Special Events, Cultural Affairs and Recreation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Billy Ocasio as a member of the Special Events and Cultural Affairs Advisory Council for a term effective immediately and expiring October 5, 2026, to succeed Amina J. Dickerson, whose term has expired.

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COMMUNICATIONS, ETC.

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Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF JORGE PÉREZ AS MEMBER OF SPECIAL EVENTS
AND CULTURAL AFFAIRS ADVISORY COUNCIL.

[A2025-0017539]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on Special Events, Cultural Affairs and Recreation:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Jorge Pérez as a member of
the Special Events and Cultural Affairs Advisory Council for a term effective immediately
and expiring October 5, 2026, to succeed Tanner Woodford, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF CHICAGO O'HARE INTERNATIONAL AIRPORT SENIOR LIEN REVENUE BOND FOR PURPOSES OF FUNDING CERTAIN CAPITAL PROJECTS FOR O'HARE AIRPORT AND REFUNDING OF O'HARE OUTSTANDING AIRPORT OBLIGATIONS AND ISSUANCE OF CHICAGO MIDWAY INTERNATIONAL AIRPORT SENIOR LIEN REVENUE BOND TO PAY COSTS OF CERTAIN MIDWAY AIRPORT PROJECTS.

[O2025-0017478]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer and the Commissioner of Aviation, I transmit herewith an ordinance authorizing the issuance of Chicago O'Hare International Airport Senior Lien Revenue Bond and Chicago Midway International Airport Senior Lien Revenue Bond.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF FINANCIAL ASSISTANCE TO LECLAIRE PARTNERS A-NORTH JV L.P. FOR DEVELOPMENT OF AFFORDABLE AND MARKET RATE HOUSING PROJECT AT 4809 W. 44TH ST. AND 4442 S. CICERO AVE.

[O2025-0017506]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

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COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the issuance of financial assistance for the LeClaire Courts Apartments project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- RESTRUCTURING OF LOAN AGREEMENT WITH ARGYLE NEIGHBORHOOD DEVELOPMENT CORPORATION TO FORGIVE PRINCIPAL AMOUNT OF CITY LOAN, CONSENT TO SALE AND TRANSFER OF PROPERTY TO 907 W ARGYLE LLC, EXTEND COMPLIANCE PERIOD FOR CERTAIN HOUSING AFFORDABILITY REQUIREMENTS AND RELEASE CURRENT BORROWER FROM LOAN AGREEMENT, CITY NOTE, CITY MORTGAGE AND REGULATORY AGREEMENT FOR PROPERTY GENERALLY LOCATED AT 907 W. ARGYLE ST.

[O2025-0017474]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the sale and transfer of San Miguel Apartments located at 907 West Argyle Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- RESTRUCTURING OF LOAN AGREEMENT WITH LELAND LIMITED PARTNERSHIP TO FORGIVE PRINCIPAL AMOUNT OF CITY LOAN, CONSENT TO SALE AND TRANSFER OF PROPERTY TO M-DIL PROPERTY ACQUISITION LLC, RELEASE CURRENT BORROWER FROM LOAN AGREEMENT, CITY NOTE, CITY MORTGAGE AND REGULATORY AGREEMENT AND TERMINATE CITY MORTGAGE, REGULATORY AGREEMENT AND REDEVELOPMENT AGREEMENT FOR PROPERTY GENERALLY LOCATED AT 1201 -- 1213 W. LELAND AVE.

[O2025-0017475]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the forgiveness of existing debt and the release of the regulatory agreement for Leland Apartments.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

5/21/2025

COMMUNICATIONS, ETC.

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Referred -- AMENDMENT OF ORDINANCE SO2024-0013659 TO EXPAND AND FUND CORRIDOR MANAGER MARKETING PROGRAM IN BRONZEVILLE PRIORITY CORRIDOR BY ADDING E. 47TH ST., FROM S. COTTAGE GROVE AVE. TO S. PRAIRIE AVE.

[O2025-0017477]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the expansion and funding of the Corridor Manager marketing program in the Bronzeville priority corridor by adding 47th Street, from Cottage Grove Avenue to Prairie Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- 65TH AMENDING AGREEMENT WITH SOMERCOR 504, INC. TO INCREASE FUNDING TO SELECT TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREAS, AMEND SMALL BUSINESS IMPROVEMENT FUND PROGRAM RULES AND ALLOW SOMERCOR, INC. TO CONTINUE AS PROVIDER OF ADMINISTRATIVE SERVICES.

[O2025-0017540]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of the 65th amendment to the services agreement with SomerCor 504, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REDEVELOPMENT AGREEMENT WITH TWISTED EGGROLL LLC FOR PROVISION OF NEIGHBORHOOD OPPORTUNITY FUNDS FOR RENOVATION OF COMMERCIAL PROPERTY GENERALLY LOCATED AT 657 E. 75TH ST.

[O2025-0017483]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a

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redevelopment agreement with Twisted Eggroll LLC for the provision of neighborhood opportunity funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2025 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2025-0017482]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith a Fund Number 925 Budget amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION FOR RENEWAL OF CLASS 6(b) AND CLASS L TAX INCENTIVES FOR VARIOUS PROPERTIES.

[O2025-0017495, O2025-0017496,
O2025-0017591]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing favorable tax incentive classifications to specified properties located within the City.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT TO YEAR 2025 SERVICE PROVIDER AGREEMENT AND BUDGET FOR SPECIAL SERVICE AREA NO. 34, UPTOWN COMMISSION.

[O2025-0017484]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic, Capital and Technology Development*:

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OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an amendment to the 2025 budget and the execution of a service provider agreement with Uptown United for Special Service Area Number 34.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SALE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.
[O2025-0017582, O2025-0017595,
O2025-0017596, O2025-0017597]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the sale of City-owned properties.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SALE OF CITY-OWNED PROPERTIES AT 506 -- 508 N. MONTICELLO AVE. TO CITIZENS BUILDING A BETTER COMMUNITY LLC WITH FINANCIAL ASSISTANCE OF FORGIVABLE TAX INCREMENT FINANCING LOAN.

[O2025-0017592]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the sale of City-owned properties located at 506 -- 508 North Monticello Avenue to Citizens Building a Better Community LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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COMMUNICATIONS, ETC.

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Referred -- SALE OF VACANT CITY-OWNED PROPERTY AT 7149 S. DOBSON AVE. TO HABITAT FOR HUMANITY CHICAGO SUBJECT TO AMENDMENT OF REDEVELOPMENT AGREEMENT TO INCLUDE PROPERTY.
[O2025-0017569]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the sale of a City-owned vacant parcel located at 7149 South Dobson Avenue to Habitat for Humanity Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- LAND SALE AND REDEVELOPMENT AGREEMENT WITH CLARETIAN ASSOCIATES, INC. FOR PURCHASE OF CITY LOTS AT 8816, 8818, 8822, 8824, 8828, 8830, 8836, 8838, 8840, 8842, 8943, 8945 AND 9118 S. BUFFALO AVE. UNDER CITY LOTS FOR WORKING FAMILIES PROGRAM.
[O2025-0017574]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a land sale and the execution of a redevelopment agreement with Claretian Associates, Inc. under the City Lots for Working Families program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH BOARD OF TRUSTEES OF UNIVERSITY OF ILLINOIS FOR FIVE-YEAR EXTENSION OF LEASE FOR ADMINISTRATIVE AND HEALTH FACILITIES, ALLOWING EXPANSION SPACE FOR FEDERAL GRANT-FUNDED DENTAL CLINIC AT 1713 S. ASHLAND AVE.

[O2025-0017522]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of an amended

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intergovernmental agreement with the Board of Trustees of the University of Illinois for use of the property located at 1713 South Ashland Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- FIRST AMENDMENT TO LEASE AGREEMENT WITH SKYWAY CONCESSION COMPANY LLC FOR SALT STORAGE AT 3154 E. 95TH ST. EXTENDING TO NOVEMBER 30, 2027 WITH RIGHT TO EXECUTE TWO ONE-YEAR LEASE RENEWALS.

[O2025-0017505]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 21, 2025.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a renewed lease agreement with Skyway Concession Company LLC for use of the property located at 3154 East 95th Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

City Council Informed As To Certain Actions Taken.**PUBLICATION OF JOURNAL.**

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on May 7, 2025 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on May 21, 2025 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on May 7, 2025, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

**Miscellaneous Communications, Reports, Et Cetera,
Requiring Council Action (Transmitted To
City Council By City Clerk).**

The City Clerk transmitted communications, reports, et cetera, relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

***Referred* -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.**

Applications (in triplicate) together with the proposed ordinances for amendment of Title 17 of the Municipal Code of Chicago (the Chicago Zoning Ordinance), as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

ADCA Properties LLC (Application Number 22749) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-3 Community Shopping District the area shown on Map Number 2-I bounded by:

a line 75 feet south of and parallel to West Congress Parkway; South California Avenue; a line 100 feet south of and parallel to West Congress Parkway; and the public alley next west of and parallel to South California Avenue (common address: 508 South California Avenue).

[O2025-0017383]

Blackwood Group LLC (Application Number 22746) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-J bounded by:

North Lawndale Avenue; a line 229.80 feet south of and parallel to West North Avenue; the alley next east of and parallel to North Lawndale Avenue; and a line 279.80 feet south of and parallel to West North Avenue (common address: 1535 North Lawndale Avenue).

[O2025-0017378]

Center Court Development LLC and XS Tennis & Education Foundation (Application Number 22761) -- to classify as a B3-3 Community Shopping District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 12-F bounded by:

South State Street; East 53rd Street; the public alley next east of and parallel to South State Street; and a line 382.81 feet next south of and parallel to East 53rd Street (common address: 5301 -- 5325 South State Street).

[O2025-0017429]

Kandy Cobbs (Application Number 22748) -- to classify as a B1-1 Neighborhood Shopping District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 10-E bounded by:

a line 50 feet south of and parallel to East 45th Street; the alley next east of and parallel to South Indiana Avenue; a line 96 feet south of and parallel to East 45th Street; and a line 113.63 feet east of and parallel to South Indiana Avenue (common address: 215 East 45th Street).

[O2025-0017380]

Jamie Dejuras (Application Number 22747T1) -- to classify as a B3-2 Community Shopping District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 5-J bounded by:

West North Avenue; a line 131 feet 05 inches east of North Kimball Avenue; the first alley north of West North Avenue; and a line 274 feet 05 inches east of North Kimball Avenue (common address: 3340 West North Avenue).

[O2025-0017379]

EMMLUC LLC (Application Number 22765) -- to classify as a C1-1 Neighborhood Commercial District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 2-J bounded by:

the public alley next north of and parallel to West Flournoy Street; a line 48.5 feet west of and parallel to South Central Park Avenue; a line 120 feet north of and parallel to West Flournoy Street; and a line 98.5 feet west of and parallel to South Central Park Avenue (common address: 3606 West Flournoy Street).

[O2025-0017453]

EMMLUC LLC (Application Number 22764) -- to classify as a C1-1 Neighborhood Commercial District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 2-J bounded by:

the public alley next north of and parallel to West Flournoy Street; a line 123.5 feet west of and parallel to South Central Park Avenue; a line 120 feet north of and parallel to West Flournoy Street; and a line 173.5 feet west of and parallel to South Central Park Avenue (common address: 3614 West Flournoy Street).

[O2025-0017451]

Gallery Collection LLC (Application Number 22769) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 26-H bounded by:

a line from a point 200 feet north of West Chelsea Place and perpendicular thereto; as measured along the public alley next west of South Vincennes Avenue; South Vincennes Avenue; and West Chelsea Place (common address: 11008 -- 11034 South Vincennes Avenue).

[O2025-0017460]

David Johnson (Application Number 22758) -- to classify as a B2-1 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-L bounded by:

West Thomas Street; the public alley next east of and parallel to North Laramie Avenue; a line 26.16 feet south of and parallel to West Thomas Street; and North Laramie Avenue (common address: 1059 North Laramie Avenue).

[O2025-0017415]

Majdy Joudeh (Application Number 22756T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 4-I bounded by:

the public alley next north of and parallel to West 12th Place; a line 116 feet east of and parallel to South Fairfield Avenue; a line 161.5 feet south of and parallel to West Roosevelt Road; and South Fairfield Avenue (common address: 1215 South Fairfield Avenue).

[O2025-0017413]

Kenton and Kennedy LLC (Application Number 22755T1) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-K bounded by:

a line 250.34 feet north of and parallel to West Sunnyside Avenue; North Kenton Avenue; a line 200.34 feet north of and parallel to West Sunnyside Avenue; and a line 130.42 feet west of and parallel to North Kenton Avenue (common address: 4522 North Kenton Avenue).

[O2025-0017411]

LaSchora Hospitality LLC (Application Number 22766T1) -- to classify as a C1-3 Neighborhood Commercial District instead of a B1-3 Neighborhood Shopping District the area shown on Map Number 9-H bounded by:

the alley next north of West Belmont Avenue beginning at a point 350 feet east of the east right-of-way line of North Paulina Street; a line 378 feet east of and parallel to North Paulina Street; West Belmont Avenue; and a line 350 feet east of and parallel to North Paulina Street (common address: 1622 West Belmont Avenue).

[O2025-0017454]

Marat Liavitskyi (Application Number 22750T1) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 7-H bounded by:

a line 95.40 feet south of and parallel to West Barry Avenue; the public alley next east of and parallel to North Western Avenue; a line 185.30 feet south of and parallel to West Barry Avenue; and North Western Avenue (common address: 3045 -- 3047 North Western Avenue).

[O2025-0017389]

Ali Manesh (Application Number 22767T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 3-G bounded by:

a line 100 feet north of and parallel to West Division Street; a line 193 feet west of and parallel to North Noble Street; West Division Street; and a line 217 feet west of and parallel to North Noble Street (common address: 1420 West Division Street).

[O2025-0017455]

Jose Paz (Application Number 22772) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 17-G bounded by:

a line 283.77 feet north of and parallel to West Arthur Avenue; the alley next east of and parallel to North Newgard Avenue; a line 250.44 feet north of and parallel to West Arthur Avenue; and North Newgard Avenue (common address: 6527 North Newgard Avenue).

[O2025-0017479]

Pilsen Gateway LLC (Application Number 22763) -- to classify as Residential-Business Planned Development Number 1067, as amended, instead of Residential-Business Planned Development Number 1067 the area shown on Map Number 4-G bounded by:

West 14th Place; South Racine Avenue; West 15th Street; and South Blue Island Avenue (common address: 1441 -- 1471 South Blue Island Avenue, 1200 -- 1228 West 15th Street and 1434 -- 1458 South Blue Island Avenue).

[O2025-0017445]

Platinum Homes Development Corporation (Application Number 22768T1) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 5-G bounded by:

North Clybourn Avenue; a line 389.21 feet northwest of the intersection at North Clybourn Avenue and West Webster Avenue, as measured along the southwest right-of-way line of North Clybourn Avenue and perpendicular thereto; the public alley next southwest of and parallel to North Clybourn Avenue; and a line 492.21 feet northwest of the intersection at North Clybourn Avenue and West Webster Avenue, as measured along the southwest right-of-way line of North Clybourn Avenue and perpendicular thereto (common address: 2236 -- 2242 North Clybourn Avenue).

[O2025-0017458]

Renegade Dog Services LLC (Application Number 22759) -- to classify as a C1-1 Neighborhood Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 7-L bounded by:

West Diversey Avenue; a line 150.0 feet west of and parallel to North Lamon Avenue; the public alley next south of and parallel to West Diversey Avenue; and a line 175.0 feet west of and parallel to North Lamon Avenue (common address: 4915 West Diversey Avenue).

[O2025-0017420]

Thomas Scanlan and Margaret Scanlan (Application Number 22773T1) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 5-I bounded by:

a line 175 feet south of and parallel to West Wabansia Avenue; the public alley next east of and parallel to North Rockwell Street; a line 200 feet south of and parallel to West Wabansia Avenue; and North Rockwell Street (common address: 6241 North Rockwell Street).

[O2025-0017489]

Skymaster LLC (Application Number 22770T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 7-F bounded by:

West Briar Place; the public alley next east of and parallel to North Halsted Street; a line 138.32 feet south of and parallel to West Briar Place; and North Halsted Street (common address: 3127 -- 3139 North Halsted Street/749 -- 759 West Briar Place).

[O2025-0017461]

Xiu Feng Zheng (Application Number 22774T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 8-F bounded by:

a line 202.4 feet north of and parallel to West 35th Street; South Parnell Avenue; a line 177.10 feet north of and parallel to West 35th Street; and the alley next west of and parallel to South Parnell Avenue (common address: 3440 South Parnell Avenue).

[O2025-0017492]

822 N California Ltd. (Application Number 22771T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 3-I bounded by:

a line 166 feet north of and parallel to West Chicago Avenue; North California Avenue; a line 141 feet north of and parallel to West Chicago Avenue; and the alley next west of and parallel to North California Avenue (common address: 822 North California Avenue).

[O2025-0017476]

1000/3 LLC (Application Number 22757T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 15-G bounded by:

a line 340.50 feet north of and parallel to West Victoria Street; North Broadway; a line 285.00 feet north of and parallel to West Victoria Street; and the public alley next west of and parallel to North Broadway (common address: 5828 -- 5832 North Broadway).

[O2025-0017414]

1200 West Carroll Holdings LLC (Application Number 22762) -- to classify as a DX-7 Downtown Mixed-Use District instead of Residential-Business Planned Development Number 1478, and further, to classify as Business Planned Development Number 1478 instead of a DX-7 Downtown Mixed-Use District the area shown on Map Number 1-G bounded by:

West Carroll Avenue; a line 360.35 feet west of and parallel to North Racine Avenue; the public alley north of and parallel to West Carroll Avenue; and North Racine Avenue (common address: 1200 West Carroll Avenue).

[O2025-0017435]

1504 N Hudson Ave LLC (Application Number 22760T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 3-F bounded by:

a line 75.0 feet north of and parallel to West Blackhawk Street; North Hudson Avenue; a line 50.0 feet north of and parallel to West Blackhawk Street; and the public alley west of and parallel to North Hudson Avenue (common address: 1504 North Hudson Avenue).

[O2025-0017423]

2500 W Roosevelt Development, Inc. (Application Number 22754T1) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 2-I bounded by:

West Fillmore Street; a line 300 feet west of and parallel to South Campbell Avenue; the alley next south of and parallel to West Fillmore Street; and the public alley next west of and parallel to South Campbell Avenue (common address: 2529 -- 2549 West Fillmore Street).

[O2025-0017410]

3908 N Janssen LLC (Application Number 22751T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 9-G bounded by:

a line 100 feet north of and parallel to West Byron Street; North Janssen Avenue; a line 75 feet north of and parallel to West Byron Street; and a line 117 feet west of and parallel to North Janssen Avenue (common address: 3908 North Janssen Avenue).

[O2025-0017399]

4401 Property LLC (Application Number 22752) -- to classify as an M1-1 Limited Manufacturing/Business Park District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 7-K bounded by:

West Diversey Avenue; North Kostner Avenue; the public alley next south of and parallel to West Diversey Avenue; and a line 175.20 feet west of and parallel to North Kostner Avenue (common address: 4411 West Diversey Avenue).

[O2025-0017407]

7026 W. Diversey LLC (Application Number 22753) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-N bounded by:

the public alley next north of and parallel to West Diversey Avenue; a line 197.10 feet east of and parallel to North Nordica Avenue; West Diversey Avenue; and a line 147.10 feet east of and parallel to North Nordica Avenue (common address: 7026 West Diversey Avenue).

[O2025-0017408]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

Claims against the City of Chicago, which were *Referred to the Committee on Finance*, filed by the following:

Allstate Insurance and Saadoon, Layth	[CL2025-0017621]
Anzell, Joseph D.	[CL2025-0017610]
Baker, Jason D.	[CL2025-0017515]
Bertucci, Elizabeth A.	[CL2025-0017519]
Bosaw, Sara L.	[CL2025-0017607]
Brown, Kaydiann A.	[CL2025-0017609]
Clark, Audrey	[CL2025-0017632]
Crosstown Fiber	[CL2025-0017617]
Dougherty, Cynthia L.	[CL2025-0017615]

Faik, Roger C.	[CL2025-0017626]
Garibaldi, Theodore E.	[CL2025-0017521]
Hamzo, John	[CL2025-0017600]
Hine, David L.	[CL2025-0017605]
Hodin, Michael S.	[CL2025-0017629]
Kaczor, Cassandra M.	[CL2025-0017633]
Lakeview Property Rentals LLC	[CL2025-0017624]
McClure, Christine A.	[CL2025-0017517]
Moore, Shenita R.	[CL2025-0017614]
Munoz, Elizabeth	[CL2025-0017523]
Nitsche, Martin J.	[CL2025-0017619]
Ocasio, Denisse	[CL2025-0017618]
Ochotorena, Fritzinn B.	[CL2025-0017628]
Pasko, Kornelia	[CL2025-0017603]
Pohn, Edward A.	[CL2025-0017622]
Ramirez, Jose A.	[CL2025-0017608]
Robinson, Genevieve S.	[CL2025-0017599]
Rosenblatt, Eli	[CL2025-0017611]
Salhani, Isabelle F. (4)	[CL2025-0017524, CL2025-0017525, CL2025-0017526, CL2025-0017527]
Sawyer, Amanda P.	[CL2025-0017518]
Schuman, Leah J.	[CL2025-0017520]
Sedgwick CMS and National Express/Cook Dupage Transit	[CL2025-0017616]
Thurman, Cierra T.	[CL2025-0017620]

Transit General Insurance and Khan, Mohammed S.	[CL2025-0017601]
Trentz, David J. (2)	[CL2025-0017612, CL2025-0017613]
Turelli, Robert R., Jr.	[CL2025-0017623]
Warner, Jordan W.	[CL2025-0017598]
Wren, Creston M.	[CL2025-0017606]
Zimmer, Alexis J.	[CL2025-0017630]

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF MORNING STAR BAPTIST CHURCH AT 3993 S. DR. MARTIN LUTHER KING, JR. DR. AS CHICAGO LANDMARK.

[O2025-0017338]

A communication from Kathleen E. Dickhut, Deputy Commissioner, Bureau of Citywide Planning, under the date of May 12, 2025, and received in the Office of the City Clerk on May 12, 2025, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of Morning Star Baptist Church at 3993 South Dr. Martin Luther King, Jr. Drive, as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF HARRIS TRUST AND SAVINGS BANK AT 111 W. MONROE ST. AS CHICAGO LANDMARK.

[O2025-0017334]

A communication from Kathleen E. Dickhut, Deputy Commissioner, Bureau of Citywide Planning, under the date of May 12, 2025, and received in the Office of the City Clerk on May 12, 2025, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of Harris Trust and Savings Bank at 111 West Monroe Street, as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

ONE-TIME FEE WAIVER FOR METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION PROJECT AT 111 E. ERIE ST.

[O2025-0017149]

The Committee on Finance submitted the following report:

CHICAGO, May 21, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance authorizing a one-time fee waiver for Metropolitan Water Reclamation District of Greater Chicago for the construction project at 111 East Erie Street in the 42nd Ward (O2025-0017149), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on May 19, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Section 2-8-065 of the Municipal Code of Chicago prohibits individual fee waivers for any person, including, but not limited to, any not-for-profit corporation, except as provided in Section 2-8-065(c); and

WHEREAS, Section 2-8-065(c) provides that individual fee waivers are permitted for "governmental entities" as defined in Section 2-8-065(a); and

WHEREAS, The Metropolitan Water Reclamation District of Greater Chicago is a governmental entity created pursuant to State statute, 70 ILCS 2605/1, et seq.; now, therefore,

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

SECTION 1. Notwithstanding any provision of the Municipal Code of Chicago to the contrary, all permits for demolition, construction, alteration, repair, renovation, rehabilitation and inspection filed by the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") or its contractors for its building located at 111 East Erie Street, Chicago, Illinois shall be issued without charge. This section shall also exempt the MWRD and its contractors from the payment of all permit fees, inspection fees, application fees, plan review fees, license fees, fees to cut off or reconnect water and sewer lines, fees to occupy or use the public way, and fees to install or maintain temporary driveways, canopies, barricades or other structures on the public way, in connection with any of the foregoing work, for the building located at 111 East Erie Street, Chicago, Illinois.

The fee waivers authorized under this section shall not apply in connection with any monies owed by the City to any third party for any service provided to the City by such third party under the Department of Buildings' developer services program or under any other City program.

As a continuing condition to the grant of this waiver, all work requiring the submission of plans shall be done in accordance with plans submitted to and approved by the Department of Buildings or other appropriate City department, all required permits and licenses shall be obtained, and said building, land and facilities, and all appurtenances thereto, shall be constructed and maintained in compliance with the applicable provisions of this Code and any rules duly promulgated thereunder.

SECTION 2. The MWRD shall submit to the Office of Budget and Management ("OBM"), on an annual basis, a written report summarizing the number and type of fee waivers granted to the MWRD and its contractors under Section 1 of this ordinance, and the amount of each fee so waived. Such written report shall be submitted in the manner and form acceptable to OBM.

SECTION 3. This ordinance shall take full force and effect upon its passage and approval and remain in effect until December 31, 2026.

SETTLEMENT AGREEMENT REGARDING CASE OF CHICAGO PARKING METERS LLC V. CITY OF CHICAGO, DEPARTMENT OF FINANCE.

[Or2025-0017371]

The Committee on Finance submitted the following report:

CHICAGO, May 21, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Chicago Parking Meters LLC v. City of Chicago, Department of Finance*, cited as AAA Case Number 02-24-0008-2839 (Or2025-0017371), in the amount of \$15,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on May 19, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Chicago Parking Meters LLC v. City of Chicago, Department of Finance*, cited as AAA Case Number 02-24-0008-2839, in the amount of \$15,500,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *BRIANA KEYS V. CITY OF CHICAGO*.

[Or2025-0017372]

The Committee on Finance submitted the following report:

CHICAGO, May 21, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Briana Keys v. City of Chicago*, cited as Case Number 22 L 1158 (Circuit Court of Cook County) (Or2025-0017372), in the amount of \$5,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a roll call vote of the members of the committee present, with eight (8) dissenting votes made by Alderperson William Conway (34th Ward), Alderperson Marty Quinn (13th Ward), Alderperson Raymond A. Lopez (15th Ward), Alderperson Matthew J. O'Shea (19th Ward), Alderperson Felix Cardona (31st Ward), Alderperson Nicholas Sposato (38th Ward), Alderperson Brendan Reilly (42nd Ward) and Alderperson Debra L. Silverstein (50th Ward) on May 19, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Lee, Ramirez, Gutiérrez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Waguespack, Rodríguez-Sánchez, Quezada, Villegas, Mitts, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth -- 36.

Nays -- Alderpersons Beale, Chico, Quinn, Lopez, Tabares, Cardona, Conway, Sposato, Nugent, Napolitano, Reilly, Gardiner, Silverstein -- 13.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Briana Keys v. City of Chicago*, cited as Case Number 22 L 1158 (Circuit Court of Cook County), in the amount of \$5,000,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *LEONORD GIPSON V. RONALD WATTS, ET AL.*

[Or2025-0017373]

The Committee on Finance submitted the following report:

CHICAGO, May 21, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Leonord Gipson v. Ronald Watts, et al.*, cited as Case Number 18 C 5120 (Northern District of Illinois) (Or2025-0017373), in the amount of \$1,200,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with one (1) dissenting vote made by Alderperson David Moore (17th Ward) on May 19, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 48.

Nays -- Alderperson Moore -- 1.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Leonord Gipson v. Ronald Watts, et al.*, cited as Case Number 18 C 5120 (Northern District of Illinois), in the amount of \$1,200,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *JOHN VELEZ V. CITY OF CHICAGO, ET AL.*

[Or2025-0017374]

The Committee on Finance submitted the following report:

CHICAGO, May 21, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *John Velez v. City of Chicago, et al.*, cited as Case Number 18-cv-8144 (Northern District of Illinois) (Or2025-0017374), in the amount of \$8,250,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with five (5) dissenting votes made by Alderperson Raymond A. Lopez (15th Ward), Alderperson Marty Quinn (13th Ward), Alderperson Felix Cardona (31st Ward), Alderperson Nicholas Sposato (38th Ward) and Alderperson Brendan Reilly (42nd Ward) on May 19, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Lee, Ramirez, Gutiérrez, Coleman, Moore, Curtis, Taylor, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Mitts, Nugent, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth -- 35.

Nays -- Alderpersons Beale, Chico, Quinn, Lopez, O'Shea, Tabares, Scott, Cardona, Villegas, Sposato, Napolitano, Reilly, Gardiner, Silverstein -- 14.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *John Velez v. City of Chicago, et al.*, cited as Case Number 18-cv-8144 (Northern District of Illinois), in the amount of \$8,250,000.

SETTLEMENT AGREEMENT REGARDING CASES OF JOHN GALVAN V. SWITSKI, ET AL., ARTHUR ALMENDAREZ V. SWITSKI, ET AL. AND FRANCISCO NANEZ V. SWITSKI, ET AL.

[Or2025-0017375]

The Committee on Finance submitted the following report:

CHICAGO, May 21, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following cases: *John Galvan v. Switski, et al.*, cited as Case Number 23 cv 3158, in the amount of \$20,000,000, *Arthur Almendarez v. Switski, et al.*, cited as Case Number 23 cv 3165, in the amount of \$20,000,000 and *Francisco Nanez v. Switski, et al.*, cited as Case Number 23 cv 3162, in the amount of \$8,000,000 (consolidated, Northern District of Illinois) (Or2025-0017375), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on May 19, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *John Galvan v. Switski, et al.*, cited as Case Number 23 cv 3158, in the amount of \$20,000,000, *Arthur Almendarez v. Switski, et al.*, cited as Case Number 23 cv 3165, in the amount of \$20,000,000 and *Francisco Nanez v. Switski, et al.*, cited as Case Number 23 cv 3162, in the amount of \$8,000,000 (consolidated, Northern District of Illinois).

PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[SOR2025-0017376]

The Committee on Finance submitted the following report:

CHICAGO, May 21, 2025.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred an order for payments of various small claims against the City of Chicago (SOR2025-0017376), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present with no dissenting votes on May 19, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the said proposed substitute order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim as follows:

[List of claimants printed on pages 27497
and 27498 of this *Journal*.]

City Of Chicago
Journal Report for City Council GL Claims

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
Claimant Type Desc: Property(7)									
BASSETTE	CAROL	8540 S. DREXEL AVE.	CHICAGO	IL	60619	08/19/2024	\$1,911.00	Claimant	8540 S. D REXEL AVE.
CAPITANINI	JONATHAN	71 W. MONROE ST.	CHICAGO	IL	60603	04/29/2024	\$1,500.00	Claimant	71 W. MONROE ST.
CARROLL	BRIAN	7663 W. NORWOOD ST.	CHICAGO	IL	60631	10/07/2024	\$2,170.00	Claimant	7663 W. NORWOOD ST.
DELGADO	RAUL	5028 W. FLETCHER ST.	CHICAGO	IL	60641	05/23/2024	\$2,500.00	Claimant	5028 W. FLETCHER ST.
PACKARD-BELL	STEPHANIE	637 E. OAKWOOD BLVD.	CHICAGO	IL	60653	10/18/2023	\$498.93	Claimant	637 E. OAKWOOD BLVD.
SCHUTTE	ANDRIES	5417 N. PAULINA ST.	CHICAGO	IL	606401111	06/26/2024	\$100.00	Claimant	5417 N. PAULINA ST.
ULDRYCH	MELISSA	3514 W. 117TH ST.	CHICAGO	IL	60655	01/06/2025	\$1,999.99	Claimant	3514 W. 117TH ST
WAGNER	ROBERT	5059 W. WELLINGTON	CHICAGO	IL	60641	09/05/2024	\$400.00	Claimant	5059 W. WELLINGTON AVE.
		Number			Amount				
		8			\$11,079.92				
Claimant Type Desc: Vehicle(8)									
ALTMAN	STEVEN	6292 SUNNYWOOD DRIVE	SOLOON	OH	44139	01/09/2025	\$606.25	Claimant	2017 S. WESTERN AVE.
BAG-DASARIAN	RITA	2422 N. 72ND CT.	ELMWOOD PARK	IL	60707	11/22/2024	\$320.85	Claimant	6957 W. GEORGE ST.
COWLEY	DIANE	465 W. 126TH PLACE	CHICAGO	IL	60628	09/19/2024	\$1,035.17	Claimant	3100 N DUSABLE LAKE
CRUZ CALLAHAN	XANDER	22576 W. SILVER LAKE AVE.	ANTIOCH	IL	60002	02/15/2025	\$49.64	Claimant	800 W. 98TH PL
CURTIS	DANNIELLE	4513 S. GREENWOOD AVE.	CHICAGO	IL	60653	09/19/2024	\$701.94	Claimant	2400 N. LAKE SHORE
FRAZIER	JESSICA	777 E. IRVING PARK RD.	ROSELLE	IL	60172	01/04/2025	\$103.15	Claimant	5160 N. CICERO AVE.
GARNER	KENDALL	4123 ELM AVE.	LYONS	IL	60534	05/14/2024	\$257.85	DEPARTMENT OF REVENUE	2158 W. OSDEN AVE.
GENSINGER	RAYMOND	222 E. PEARSON ST.	CHICAGO	IL	60611	01/05/2025	\$191.96	Claimant	1052 N. LAKE SHORE
GIOIA	LEO	3131 S. PARNELL AVE.	CHICAGO	IL	60616	12/31/2024	\$889.47	Claimant	4215 S. MARSHFIELD AVE.
HERRERO &	RIINA & JAN	3518 N. OAKLEY AVE.	CHICAGO	IL	60618	07/19/2024	\$603.04	Claimant	3014 N. OAKLEY AVE.
HYRECAR	LLC	55 GREEN ST	SAN FRANCISCO	CA	94111	10/01/2024	\$1,230.56	Claimant	6315 S. COTTAGE GROVE
IBRAHIM	HALIMA	7949 S. INDIANA AVE.	CHICAGO	IL	60619	11/14/2024	\$254.48	Claimant	7000 S. STONY ISLAND
KORZEC	ANETA	912 N. ELSTON AVE UNIT 205	CHICAGO	IL	60642	07/12/2024	\$1,111.95	Claimant	411 S ASHLAND AVE
KPEKPE	TUGDIAL	3227 S. MAY ST.	CHICAGO	IL	60608	06/10/2024	\$1,608.07	DEPARTMENT OF REVENUE	3011 S. LOCK ST.
LEWIS	ROBERT	1851 S. 9TH AVE.	MAYWOOD	IL	60153	11/29/2024	\$151.17	DEPARTMENT OF REVENUE	4700 S. LAKE SHORE
LI	WEI	1157 W. 31ST PL.	CHICAGO	IL	60608	01/19/2025	\$214.73	Claimant	799 W. CIERMAK
MARINI	JOSEPH	2433 W. BRYN MAWR AVE.	CHICAGO	IL	60659	10/03/2024	\$2,010.27	Claimant	2460 W. BERWYN AVE.
MILLER	MORGAN	4018 S. MICHIGAN AVE.	CHICAGO	IL	60653	04/03/2024	\$145.66	Claimant	1331 S JEAN BAPTISTE

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
MULLIGAN	STEPHEN	234 W. POLK ST., #2405	CHICAGO	IL	60607	01/29/2025	\$282.62	Claimant	4198 S. CICERO AVE.
MURAD	MONA	22 CHAMPIONSHIP PKWY	HAWTHORN	IL	60047	05/08/2024	\$898.09	DEPARTMENT OF REVENUE	190 EASTBOUND BY
MURAD	MONA	22 CHAMPIONSHIP PKWY	HAWTHORN	IL	60047	05/08/2024	\$381.85	Claimant	190 EASTBOUND BY
OWENS	KSHAY	8343 S. KERFOOT AVE.	CHICAGO	IL	60620	10/21/2024	\$91.15	Claimant	8234 S. VINCENNES AVE
PIRALPICO	SAMUEL	P.O. BOX 660636	DALLAS	TX	75266	11/21/2024	\$879.20	Claimant	6057 N. LINCOLN AVE.
REPASI	JAMES	1507 SHADY LANE	SCHERERVILLE	IL	46375	09/13/2024	\$385.88	Claimant	5900 S. COTTAGE GROVE
RUCKER	SHIRLEY	16266 GREENWOOD AVE.	SOUTH HOLLAND	IL	60473	12/23/2024	\$122.50	DEPARTMENT OF REVENUE	9110 S. JEFFERY BLVD.
STOKES	KERRI	10029 S. CHARLES ST.	CHICAGO	IL	60643	11/21/2024	\$70.78	Claimant	10224 S. PROSPECT AVE.
SUTTHISASANAK	SUPACHAI	6007 N. SHERIDAN RD.	CHICAGO	IL	60660	01/17/2025	\$206.61	Claimant	5200 N. DUSABLE LAKE
TEMPERA	AL	1000 W. ADAMS	CHICAGO	IL	60607	04/12/2024	\$268.44	Claimant	2020 W. CONGRESS PKWY
TOM	DARRYL	1827 W. CARNELIA AVE	CHICAGO	IL	60657	09/06/2024	\$209.24	Claimant	3200 N. LAKE SHORE
WEINSHEL	STEVEN	1050 W. BALMORAL AVE. 2E	CHICAGO	IL	60640	07/07/2019	\$125.00	Claimant	2500 N ELSTON
WIEDRICH	THOMAS	2215 THORNWOOD AVE.	WILMETTE	IL	60091	09/19/2024	\$709.99	Claimant	3100 N. DUSABLE LAKE
YONG	NICOLE	5637 S. NAGLE AVE.	CHICAGO	IL	60638	01/16/2025	\$207.88	Claimant	5146 S. CENTRAL AVE.
Total of Spill Claims:		Number	Amount						
		32	\$16,305.44						
Claimant Type Desc: Water Damage(10)									
BEREK	DIANA	1122 W. LUNT AVE. APT. 4A	CHICAGO	IL	60626	01/01/2025	\$180.00	Claimant	1000 N. LAKE SHORE DR.
Total of Spill Claims:		Number	Amount						
		1	\$180.00						
Total of Spill Claims:		Number	Amount						
		41	\$27,565.36						

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.

[SCL2025-0017377]

The Committee on Finance submitted the following report:

CHICAGO, May 21, 2025.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred on November 22, 2023 and on subsequent dates, sundry claims for various refunds (SCL2025-0017377), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said substitute claims for payment.

This recommendation was concurred in by a vote of the members of the committee, with no dissenting votes, on May 19, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

[List of denied claimants printed on pages 27500
and 27501 of this *Journal*.]

City Of Chicago

Denied Claims by Claim Name

Denied Date: 05/21/2025

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
AL-RAMAH, SARA N.		1/23/24 12:00 AM	04/16/2025	2024-371331	TORT LIABILITY/STATUTE OF LIMITATIONS EXPIRED
ALLSTATE A/S/O DIXON-JOHNSON,		8/1/24 12:00 AM	04/16/2025	2024-371309	DUPLICATE CLAIM#: 2024371191
ALLSTATE A/S/O DIXON-JOHNSON,		8/1/24 12:00 AM	04/16/2025	2024-371310	DUPLICATE CLAIM#: 2024371191
ALLSTATE A/S/O MORGAN, KAREN		7/31/24 12:00 AM	04/16/2025	2024-371286	DUPLICATE CLAIM# 2024371107
BRUCE, REBAKAH		8/16/24 12:00 AM		2024370995	THE DAMAGE IN THE CLAIM WAS A RESULT OF STORM
CRESPO, ANTHONY J.		2/13/25 12:00 AM	04/16/2025	2025371317	UNITED SCAFFOLDING INC., 1310 N. CICERO, CHICAGO, IL., PLEASE CONTACT CTA (CHICAGO TRANSIT AUTHORITY) - (312)
CSAA A/S/O SEO, DAVID 1006-12-		2/14/25 12:00 AM	04/16/2025	2025371287	DUPLICATE CLAIM#: 2024370400
DANIEL, LARRY		1/17/24 12:00 AM	04/16/2025	2024371294	DUPLICATE CLAIM# 2024370400
DANIEL, LARRY		1/17/24 12:00 AM	04/16/2025	2024371000	THE DAMAGE IN THE CLAIM WAS A RESULT OF STORM
FLYNN, DARCI		6/22/24 12:00 AM	10/30/2024	2024371314	DUPLICATE CLAIM# 2024370400
FULTZ, CORY T		3/7/24 12:00 AM	05/22/2024	2024370525	NO RESPONSE
GEICO A/S/O BROWN, MICHAEL		2/6/24 12:00 AM	04/16/2025	2024371312	STATUTE OF LIMITATIONS EXPIRED FOR FILING A CLAIM
GEICO A/S/O BROWN, MICHAEL		2/6/24 12:00 AM	04/16/2025	2024371311	DENIED-STATUE OF LIMITATION EXPIRED
GERALDO, MIREYA L.		3/11/25 12:00 AM	04/16/2025	2024371334	TORT LIABILITY
GULMATICO, JOHANNA O.		5/29/24 12:00 AM	09/18/2024	2025371334	NO RESPONSE
JOHNSON, AMELIA M.		1/21/25 12:00 AM	04/16/2025	2024370862	TORT LIABILITY
JUARBE, HENRIETTA V.		7/25/24 12:00 AM	09/18/2024	2025371344	NO RESPONSE
KELLEY, DARIUS A.		12/31/23 12:00 AM	04/16/2025	2023371291	OVER \$2,500. REFERRED TO CHICAGO CLAIMS UNIT, CCMSI.
KENNEDY, CHRISTINA M		12/3/24 12:00 AM		2024371315	OPEN AND OBVIOUS & 3RD PARTY CONTRACTOR
LATIF, OSMAN		3/9/25 12:00 AM	04/16/2025	2025371348	IDOT
LEE, ELISA Y.		5/3/24 12:00 AM	09/18/2024	2024370911	NO RESPONSE
LEROY, FREDERICK K.		9/19/24 12:00 AM	10/30/2024	2024371051	NO RESPONSE FROM CLAIMANT
LHAIRECH, ADEL		12/29/24 12:00 AM	04/16/2025	2024371283	PLEASE CONTACT CTA (CHICAGO TRANSIT AUTHORITY) - (312)
LUGO, REYNA M.		7/3/24 12:00 AM	10/30/2024	2024371003	THE DAMAGE IN THE CLAIM WAS A RESULT OF STORM
MADISON, LYNDIA		3/5/25 12:00 AM	04/16/2025	2025371347	IDOT
MARSHALL, EDWARD H.		12/14/24 12:00 AM	04/16/2025	2024371290	THE VEHICLE IN CLAIM WAS TOWED AND IMPOUNDED BY 3RD
MELNIKOV, DAVID		1/6/25 12:00 AM	03/12/2025	2025371267	RECORDS SHOW THAT THE CLAIMANT'S VEHICLE WAS TOWED
MIRANDA, JOSE		1/31/25 12:00 AM	04/16/2025	2025371335	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF THE TREE
MOORE, CATRICE		7/17/24 12:00 AM	04/16/2025	2024371341	DUPLICATE CLAIM 2024371339
MOORE, DWAYNE H.		11/22/24 12:00 AM	03/12/2025	2024371268	NO DAMAGE REPORT WAS FILED BY A BUREAU OF FORESTRY
NAVARRO, ORLANDO R		9/19/24 12:00 AM	12/02/2024	2024371127	NO RESPONSE
NORRIS, MENIQUE L.		8/29/24 12:00 AM	04/16/2025	2024371321	TORT LIABILITY
PARK, HENRY		8/13/24 12:00 AM	12/02/2024	2024371079	NO DAMAGE REPORT WAS FILED BY A BUREAU OF FORESTRY
PENA GUTIERREZ, JUAN CARLOS		1/15/24 12:00 AM	12/13/2024	2024371399	NO RESPONSE
PROGRESSIVE NORTHERN		1/25/24 12:00 AM	05/21/2024	2024371346	DUPLICATE CLAIM, CLAIM 2024371220 IS PENDING, PLEASE
PROGRESSIVE UNIVERSAL, INS.		9/25/24 12:00 AM	02/19/2025	2024370534	NO RESPONSE
PROGRESSIVE UNIVERSAL, INS.		1/16/24 12:00 AM	10/09/2024	2024371236	CITY NOT LIABLE-THIRD PARTY RESPONSIBILITY, CLAIM
RACHWALSKI, ERIK J		1/16/24 12:00 AM	10/09/2024	2024370980	NO RESPONSE

Denied Date: 05/21/2025

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
REICH, JUDITH A.		1/29/25 12:00 AM	04/16/2025	2025371349	TORT LIABILITY
REYES, LESLIE		12/9/25 12:00 AM		2025371318	TORT LIABILITY
ROY, SHIRLEY		12/19/24 12:00 AM	04/16/2025	2024371355	BIGANE PAVING CO. 935 W. CHESTNUT ST., STE. 100, CHICAGO, THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF THE TREE
SEGOVIA, CHRISTOPHER D.		7/15/24 12:00 AM	04/16/2025	2024371307	TORT LIABILITY - CONTACT THE CITY OF LYNNWOOD
SEVILLANO-CHAVEZ, ANA MARIA		1/18/25 12:00 AM	04/16/2025	2025371357	TORT LIABILITY
SIBLEY, JOSEPH A.		2/6/25 12:00 AM	04/16/2025	2025371340	TORT LIABILITY
SPILLER, JR., WILLIAM C.		3/9/25 12:00 AM	04/16/2025	2025371305	TORT LIABILITY
STATE FARM A/S/O SHARO, MIKE		3/5/24 12:00 AM	04/16/2025	2024371324	TORT LIABILITY/STATUTE OF LIMITATIONS FOR FILING CLAIM
STATE FARM MUTUAL A/S/O LI,		10/3/24 12:00 AM	04/16/2025	2024371295	CTA (CHICAGO TRANSIT AUTHORITY) - (312) 681-3095
STATE FARM MUTUAL A/S/O		11/22/23 12:00 AM	06/12/2024	2023370680	NO RESPONSE
SUBRO CLAIMS, INC OBO GEICO		12/26/23 12:00 AM	04/16/2025	2023371296	TORT LIABILITY/STATUTE OF LIMITATIONS EXPIRED
TAYLOR JR., JOHN D.		5/1/24 12:00 AM	05/22/2024	2024370572	NO RESPONSE
THOMAS, SOUMYA A.		12/29/24 12:00 AM	03/12/2025	2024371284	RECORDS INDICATE THAT THE DAMAGE CLAIMED WAS ON THE
WEATHERALL, MICHAEL		9/12/24 12:00 AM	10/09/2024	2024370940	NO RESPONSE
WILBANKS, MICHAEL A.		4/7/24 12:00 AM	07/17/2024	2024370773	NO RESPONSE
WILLIAMS, ANTONIA M.		1/4/25 12:00 AM	04/16/2025	2025371292	TORT LIABILITY
WILLIAMS, ANTWAN M.		8/25/23 12:00 AM	04/16/2025	2023371301	TORT LIABILITY/STATUTE OF LIMITATIONS EXPIRED

Placed On File -- JUDGMENT AND SETTLEMENT REPORT FOR MONTH OF APRIL 2025.

[F2025-0017370]

The Committee on Finance submitted the following report:

CHICAGO, May 21, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was submitted a communication transmitting reports of cases in which verdicts, judgments or settlements were entered into for the month of April 2025 (F2025-0017370), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the communication transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on May 19, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed on File*.

COMMITTEE ON AVIATION.**APPOINTMENT OF MICHAEL J. MC MURRAY AS COMMISSIONER OF CHICAGO DEPARTMENT OF AVIATION.**

[A2025-0017148]

The Committee on Aviation submitted the following report:

CHICAGO, May 20, 2025.

To the President and Members of the City Council:

Your Committee on Aviation, for which a meeting was held on Tuesday, May 20, 2025, at 11:00 A.M., recommends passage of the following item: the appointment of Michael J. McMurray as Commissioner of the Chicago Department of Aviation (A2025-0017148), introduced on May 7, 2025 by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in a voice vote of all committee members present, with no dissenting votes. The text of the lease agreement was inadvertently excluded from the ordinance.

Respectfully submitted,

(Signed) MATTHEW J. O'SHEA,
Chair.

On motion of Alderperson O'Shea, the committee's recommendation was *Concurred In* and the said proposed appointment of Michael J. McMurray as Commissioner of the Chicago Department of Aviation was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

AMENDMENT TO CONCESSION AGREEMENTS AT CHICAGO O'HARE INTERNATIONAL AIRPORT APPROVING TRANSFERS OF INTEREST REGARDING VOSGES-NORTHAMERICAN ORD JV LLC; NUTS ON CLARK-MIDWAY AIRPORT, INC.; AND CAVU EXPERIENCES (AMER) LLC.

[O2025-0016745]

The Committee on Aviation submitted the following report:

CHICAGO, May 20, 2025.

To the President and Members of the City Council:

Your Committee on Aviation, for which a meeting was held on Tuesday, May 20, 2025, at 11:00 A.M., recommends passage of the following item: an amendment to concession agreements at Chicago O'Hare International Airport approving transfers of interest regarding Vosges-North American ORD JV LLC, Nuts on Clark-Midway Airport, Inc. and CAVU Experiences (AMER) LLC (O2025-0016745), introduced on April 16, 2025 by the Honorable Brandon Johnson, Mayor.

A recommendation of do pass was concurred in a voice vote of all committee members present, with no dissenting votes. The text of the lease agreement was inadvertently excluded from the ordinance.

Respectfully submitted,

(Signed) MATTHEW J. O'SHEA,
Chair.

On motion of Alderperson O'Shea, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

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

WHEREAS, The Airport provides its employees, airport-tenants' employees, air carrier passengers, and members of the public with many amenities, such as shopping, dining, and other service needs; and

WHEREAS, The City and Vosges, Ltd. ("Vosges") entered into a Retail Concession Lease and License Agreement, dated June 30, 2010, for the purpose of selling pre-packaged chocolate gift items and high-end snack items at the Airport attached hereto as Exhibit A (as amended from time to time, the "Vosges Agreement"); and

WHEREAS, Pursuant to Section 10.5(B)(i) of the Vosges Agreement, any transfer involving all of Vosges' interest in the Vosges Agreement is subject to the consent of City Council; and

WHEREAS, The City desires to approve of the 100 percent transfer of interest in the Vosges Agreement to Vosges-NorthAmerican ORD JV, LLC ("Vosges-NorthAmerican"), in order for Vosges-NorthAmerican to operate a concession at the Airport pursuant to the Vosges Agreement (the "Vosges Transfer"); and

WHEREAS, The City and Nuts on Clark, Inc. ("Nuts on Clark") entered into an Automated Retail License Agreement, dated December 8, 2022, for the purpose of selling convenience, food, beverage, gift and vending merchandise at the Airport attached hereto as Exhibit B (as amended from time to time, the "Nuts on Clark Agreement"); and

WHEREAS, Pursuant to Section 10.4(a)(i) of the Nuts on Clark Agreement, any transfer involving all of Nuts on Clark's interest in the Nuts on Clark Agreement is subject to the consent of City Council; and

WHEREAS, The City desires to approve of the 100 percent transfer of interest in the Nuts on Clark Agreement to Nuts on Clark-Midway Airport, Inc. ("Nuts on Clark-Midway"), in order for Nuts on Clark-Midway to operate a concession at the Airport pursuant to the Nuts on Clark Agreement (the "Nuts on Clark Transfer"); and

WHEREAS, The City and Nuts on Clark Union Station, Inc. ("Nuts on Clark-Union Station") entered into a Retail Concession Lease and License Agreement,

dated August 22, 2007, for the purpose of selling convenience, food, beverage, gift and vending merchandise at the Airport attached hereto as Exhibit C (as amended from time to time, the "Nuts on Clark-Union Station Agreement"); and

WHEREAS, Pursuant to Section 10.5(B)(i) of the Nuts on Clark-Union Station Agreement, any transfer involving all of Nuts on Clark-Union Station's interest in the Nuts on Clark Agreement is subject to the consent of City Council (the "Nuts on Clark-Union Station Transfer"); and

WHEREAS, The City desires to approve of the 100 percent transfer of interest in the Nuts on Clark-Union Station Agreement to Nuts on Clark-Midway, in order for Nuts on Clark-Midway to operate a concession at the Airport pursuant to the Nuts on Clark-Union Station Agreement; and

WHEREAS, The City and CAVU Experiences (AMER) LLC (formerly known as MAG US Lounge Management LLC) ("CAVU") entered into an Automated Retail License Agreement, dated June 11, 2021, for the purpose of selling convenience, food, beverage, gift and vending merchandise at the Airport attached hereto as Exhibit D (as amended from time to time, the "CAVU Agreement"); and

WHEREAS, Pursuant to Section 10.4(a)(i) of the CAVU Agreement, any transfer involving all of CAVU's interest in the CAVU Agreement is subject to the consent of City Council; and

WHEREAS, The City desires to approve of the 100 percent transfer of interest in the CAVU Agreement to Jabbrbox LLC ("Jabbrbox"), in order for Jabbrbox to operate a concession at the Airport pursuant to the Jabbrbox Agreement (the "Jabbrbox Transfer"); now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. The Commissioner of the Chicago Department of Aviation ("Commissioner") is hereby authorized to approve the Vosges Transfer, the Nuts on Clark Transfer and the Nuts on Clark-Union Station Transfer, and the Jabbrbox Transfer, pursuant to the Vosges Agreement, the Nuts on Clark Agreement, the Nuts on Clark-Union Station Agreement, and the CAVU Agreement, respectively.

SECTION 3. The Commissioner and such other City officials and employees as may be required are authorized to take such actions and execute such other documents as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 4. This ordinance shall take effect upon its passage and approval.

Exhibits "A", "B", "C" and "D" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Retail Concession Lease And License Agreement With Vosges, Ltd.

This Retail Concession Lease and License Agreement ("Agreement") is entered into at Chicago, Illinois, as of June 30, 2010 ("Effective Date"). The Agreement is by and between Vosges, Ltd. d/b/a Vosges Haut-Chocolat, an Illinois corporation ("Tenant"), and the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois ("City"), acting through its Department of Aviation.

BACKGROUND

The City owns and operates Chicago O'Hare International Airport ("Airport"), which includes an international terminal, three domestic terminals, and a transportation center (collectively, the "Terminals"). The City has determined that certain portions of the Terminals will be used for food, beverage and retail concessions designed to serve the needs of Airport patrons and employees and desires to operate its concession program at the Terminals to strive to meet the needs and desires of Airport users by providing first-class food, beverage, retail and service facilities.

The City issued a Request for Proposals ("RFP") for retail concessions at the Airport and Tenant responded with a proposal to operate a retail concession featuring pre-packaged chocolate gift items and high end snack items. The City desires to grant Tenant, and Tenant desires to accept, a license to operate such a retail concession at the Airport and a lease to operate the retail concession at the Terminal locations identified in this Agreement under the terms and conditions of this Agreement.

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

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

ARTICLE 1 TERM SHEET

The summary of key terms and conditions of this Agreement, as approved by the City Council of the City of Chicago, is attached to the Agreement as Exhibit 1 and is incorporated here by reference ("Term Sheet"). There may be differences between the defined words and phrases used in this Agreement and the words and phrases used in the Term sheet. In the event of any substantive inconsistency between the Term Sheet and the terms and conditions of this Agreement, the Term Sheet will govern. Tenant must promptly notify the City if Tenant believes that there is such a substantive inconsistency.

ARTICLE 2 INCORPORATION OF BACKGROUND AND EXHIBITS

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

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

Exhibit 1	Term Sheet
Exhibit 2	Leased Space
Exhibit 3	Improvements, Improvement Costs, and Completion Dates
Exhibit 4	City's Shell and Core Obligations
Exhibit 5	Merchandise and Price List
Exhibit 6	Airport Concessions Program Handbook
Exhibit 7	Form of Letter of Credit
Exhibit 8	Insurance Requirements
Exhibit 9	ACDBE Special Conditions and Related Forms
Exhibit 10	Economic Disclosure Statement(s) and Affidavit(s)

ARTICLE 3 DEFINITIONS

3.1 Interpretation and Conventions.

A. The term "**include**," in all of its forms, means "include, without limitation," unless the context clearly states otherwise.

B. The term "**person**" includes firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

C. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies of this Agreement are solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

D. Words in the singular include the plural and vice versa. Words of the masculine, feminine or neuter gender include correlative words of the other genders. Wherever an article, section, subsection, paragraph, sentence, exhibit, appendix, or attachment is referred to, the reference is to this Agreement, unless the context clearly indicates otherwise.

E. Where the approval or consent of the City is required under this Agreement, unless expressly stated otherwise, it means approval or consent of the Commissioner or the Commissioner's

authorized representative as the Commissioner may designate from time to time. Where the approval or consent of Tenant is required under this Agreement, it means the approval or consent of the Tenant's authorized representative. To be binding on the City, all approvals or consents must be in writing and signed by the appropriate party.

3.2 Definitions

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

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

"Additional Space" means Retail Space or Storage Space that is added to Leased Space after the Effective Date pursuant to Section 5.1, but does not include Relocation Space.

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

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

"Airport Concession Program Handbook" means Exhibit 6, as it may be amended from time to time by the Department of Aviation. Any amendment of the Airport Concession Program Handbook by the Department of Aviation during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of Airport Concession Program Handbook does not conflict with the other terms and conditions of this Agreement.

"Base Rent" means the amount payable by Tenant on a square footage basis for use and occupancy of the Leased Space as set forth in Section 7.1.

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

"Commissioner" means the head of the Department of Aviation of the City and any City officer or employee authorized to act on her behalf.

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

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

"Concession" means Tenant's business of offering the Merchandise identified in Exhibit 5 for sale at retail to the public at the Airport pursuant to this Agreement.

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

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

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

"Date of Beneficial Occupancy" or "DBO" means, as to each Retail Space, the later to occur of:

- A. the date,
 - (i) for In-Line Sites, that is 60 days after the later to occur of (1) the date that the City gives Tenant possession of the Retail Space or (2) the date that the building permit for the Improvements is issued (provided that the Tenant promptly applies for, and diligently pursues the issuance of, such building permit), or
 - (ii) for Kiosks, that is 45 days after the later to occur of (1) the date that the City gives Tenant possession of the Retail Space or (2) the date that the building permit for the Improvements is issued (provided that the Tenant promptly applies for, and diligently pursues the issuance of, such building permit)

and

- B. the date set forth in the Development Plan for the commencement of retail sales in the applicable Retail Space.

Notwithstanding the foregoing, if Tenant commences retail sales in any Retail Space before the date determined in accordance with the foregoing, the Date of Beneficial Occupancy for that Retail Space is the date that retail sales commence. The Date of Beneficial Occupancy for any Storage Space is the date that the City gives Tenant possession of the Storage Space.

"Default Rate" means 12% per annum.

"Department" means the City's Department of Aviation.

"Development Plan" means the Tenant's conceptual plan for construction of Improvements and commencement of Concession operations, as set forth in Section 5.5.

"Distribution Fee" means the amount, if any, payable pursuant to Section 4.11 for the Tenant's use of a centralized distribution and storage facility.

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

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

"Gross Revenues" means the total amount in dollars 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 Leased Space and all mail or telephone orders received or filled at or from the Leased Space and all deposits not refunded to purchasers and all orders taken in and from the Leased Space whether or not the orders are filled elsewhere, and receipts or sales by Tenant and any other person or persons doing business in or from the Leased Space, including receipts from promotions, advertising, and income derived from retail display advertising or any other use of the Leased Space by Tenant. Gross Revenues do not, however, include the following:

- A. any sums collected and paid out by Tenant for any sales, retail excise, use, privilege, or retailers occupation taxes now or later imposed by any duly constituted governmental authority;
- B. the amount of any cash or credit refund made upon any sale, but only if the original sale was made in or from the Leased Space and included in Gross Revenue;
- C. bona fide transfers of merchandise to or from the Leased Space to any other stores or warehouses of Tenant;
- D. sales of Tenant's fixtures and store equipment not in the ordinary course of Tenant's business;
- E. returns to shippers, suppliers or manufacturers;
- F. bulk sales of Merchandise inventory not sold to the public and not in the ordinary course of business; and
- G. insurance proceeds received from the settlement of claims for loss of or damages to

Improvements, merchandise, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance.

A "sale" is deemed to have been consummated for purposes of this Agreement, and the entire amount of the sales price must be included in Gross Revenues, at the time that: (A) the transaction is initially reflected in the books or records of Tenant; or (B) Tenant receives all or any portion of the sales price; or (C) the applicable goods or services are delivered to the customer, whichever occurs first.

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

"Improvement Costs" means the total amount paid by Tenant for categories of labor, services, materials and supplies used in the design, development, installation and construction of the Improvements. The minimum Improvement Costs as of the Effective Date are set forth in Exhibit 3. For purposes of this Agreement, Improvement Costs shall be deemed to be amortized over the Term on a straight-line basis.

"Improvements" means the improvements to be made to the Leased Space by Tenant that add or maintain value to the Leased Space, including fixtures and trade fixtures (but excluding trademarked or proprietary trade fixtures) and any other enhancements of a permanent or temporary nature made to the Leased Space, other than the Shell and Core, so that the Leased Space can be used for Concession operations. The Improvements required as of the Effective Date are described in Exhibit 3.

"In-Line Site" means a Retail Space, other than a Kiosk, that may be permanent or temporary.

"Kiosk" means a Retail Space that is a non-mobile, free-standing, permanent or temporary facility that is not affixed to the Terminals, whether completely free-standing or located against the wall.

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

"Leased Space" means the total Retail Space and Storage Space leased to Tenant under this Agreement, identified in Article 5 and Exhibit 2, which may be amended from time to time as space may be added to, deleted from, or relocated during the Term in accordance with the provisions of this Agreement. Leased Space shall be used for operation of the Concession and for no other purpose unless otherwise approved in writing by the Commissioner.

"Lease Year" means

A. for the initial Lease Year of this Agreement, a period beginning on the first Date of

Beneficial Occupancy of a Retail Space and ending on December 31 of that calendar year, and

- B. for the balance of the Term, each successive calendar year, but including only that portion of the calendar year during which the Term expires or the Agreement is otherwise terminated.

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

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

"Marketing Fee" means the Tenant's contribution for promotions at the Airport, as set forth in Section 4.10.B.

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

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

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

"Retail Space" means a Leased Space used by Tenant for the sale at retail of Merchandise, including any Additional Space or Relocation Space used for that purpose.

"Shell and Core" means those improvements to the Leased Space to be completed by the City as specified in Exhibit 4 and, with respect to Additional Space or Relocation Space, as may be agreed in writing by the Commissioner.

"Storage Space" means a Leased Space used by Tenant for storage of Merchandise inventory to support a Retail Space. No Merchandise may be sold to the public from Storage Space.

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

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

"Term" has the meaning set forth in Section 6.1.

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

"Value Price" has the meaning set forth in Section 4.3.

"Work" means 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.

ARTICLE 4 LICENSE, LEASE AND TENANT'S OPERATIONS

4.1 **Concession License and Lease.** This Agreement (and the Lease and License granted under it) supersede, cancel and terminate any existing agreements or understandings between the parties and relating to the subject matter of this Agreement. The City grants Tenant a License to operate a Concession and a Lease to operate the Concession from the Leased Space. Tenant accepts the License and Lease from the City and assumes the duties of Tenant provided in this Agreement and in the Airport Concession Program Handbook. **TENANT ACKNOWLEDGES AND AGREES THAT ALL AMOUNTS PAYABLE TO THE CITY UNDER THIS AGREEMENT CONSTITUTE RENT AND THAT THIS AGREEMENT CREATES A TAXABLE LEASEHOLD UNDER THE ILLINOIS PROPERTY TAX CODE, 35 ILCS 200/1 et seq.** Tenant understands and agrees that both its License to operate a Concession and its right to occupy the Leased Space will terminate upon the expiration or earlier termination of this Agreement. If Tenant complies with the terms of this Agreement, Tenant will have the right of ingress to and egress from the Leased Space, for Tenant, its officers, employees, agents, Subcontractors, vendors, suppliers, and invitees, subject, however, to all statutes, ordinances, rules and regulations from time to time enacted or established by the City, the FAA, the TSA or any other governmental agency or authority having jurisdiction. Tenant must not conduct its Concession operations in a manner that, in the judgment of the Commissioner:

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

the increase in insurance premiums occasioned by the operations; or

E. would involve any illegal purposes.

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

4.3 Merchandise and Value Pricing.

A. Exhibit 5 to this Agreement constitutes the listing, by general category or specific item, of all Merchandise that Tenant is allowed to sell from each Retail Space and the prices to be charged to the public. Those items of Merchandise that Exhibit 5 indicates are mandatory, if any, must be offered for sale to the public by the Tenant as a part of the Airport's overall concession program. If Exhibit 5 is stated in general terms, upon request, Tenant must promptly provide the Commissioner with a complete list of all Merchandise and prices. The City's execution of this Agreement constitutes its approval of the sale of the products, services, and pricing as reflected on Exhibit 5 on the Effective Date. Any changes to Exhibit 5 are subject to the Commissioner's prior written approval.

B. Tenant must stock a sufficient amount of each item comprising its Merchandise within the Retail Space so as to maximize Gross Revenues, subject to and consistent with Tenant's and the City's desire to accommodate the convenience and needs of the Airport's patrons. The Merchandise must be new, fresh and of top quality. Tenant must store Merchandise inventory in excess of the amount needed to stock displays out of sight of customers before restocking a display.

C. Value Pricing. Notwithstanding the City's approval of any prices listed in Exhibit 5, a major inducement to the City to enter into this Agreement is Tenant's agreement that it will comply with the following in establishing prices. Tenant must not charge in excess of Value Prices, as defined below, for the Merchandise or any other products from time to time approved in writing by the Commissioner for sale from the Retail Space. For the purposes of calculating Value Prices as set forth below, the term "city of Chicago" means the area bounded by Congress Expressway on the South, North Avenue on the North, Lake Michigan on the East, and Franklin Street on the West, and the term "Chicago Metropolitan Area" means Cook County and all counties contiguous thereto within the State of Illinois.

- (i) The "Value Price" is determined by comparing Tenant's prices at the Retail Space with the prices charged at the other retail sales locations of Tenant, if any, in the city of Chicago. Tenant's prices on any specific product item may not exceed the highest price charged for the same item (or if the same item is not offered, an equivalent item) at Tenant's other retail sales locations in the city of Chicago. If the same or an equivalent item is not offered at those other retail locations or if Tenant has no retail locations in the city of Chicago, the Tenant will propose for Commissioner's approval four comparable vendors within the city of Chicago or within the Chicago Metropolitan Area as "Benchmark Stores", and, upon approval by the Commissioner, Tenant's prices for the item may not exceed the average of the three highest prices charged for the same or equivalent item at the Benchmark Stores. If the same or equivalent item is not offered at a Tenant location or a Benchmark Store within the city of Chicago or within the Chicago Metropolitan Area, Tenant must charge a reasonable price for the item, which price will be subject to the review and approval of the Commissioner, which shall not be unreasonably withheld or delayed.
- (ii) Tenant must submit to the Commissioner, within 30 days after the end of each Lease Year, or as requested from time to time by the Commissioner, but no more than four (4) times per annum, a pricing report demonstrating compliance by Tenant with the Value Price requirements. Any prices that the Commissioner determines to be inconsistent with the Value Price requirements must be adjusted accordingly. At any time, and from time to time, the Commissioner may review the prices of the Merchandise then being offered for sale by Tenant and require adjustments in prices of the Merchandise or particular items in order to comply with the Value Price requirement. Following the Commissioner's written notice to Tenant, Tenant shall promptly adjust the price of the Merchandise or particular items, as applicable. Failure to comply within five days will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Tenant as liquidated damages and not as a penalty an amount of \$100 per day per Retail Space.

D. At any time, and from time to time, the Commissioner may review the quality of the Merchandise then being offered for sale by Tenant and require reasonable improvements in quality of the Merchandise or particular items or may require elimination of particular items that the Commissioner determines to raise safety or security issues. Following the Commissioner's written notice to Tenant, Tenant shall promptly rectify or modify the quality of the Merchandise or particular items or eliminate the particular items, as applicable. Failure to comply within five days will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other

remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Tenant as liquidated damages and not as a penalty an amount of \$100 per day per Retail Space.

4.4 General Requirements for Operation of Concessions. Tenant has the authority to manage and administer the Concession in the Leased Space, subject to the rights of the City under the law, in equity, and under this Agreement to direct Tenant in order to ensure that the Airport operates in the most effective and efficient way possible and to supervise the Tenant's performance. Tenant covenants to take all commercially reasonable measures to maintain, develop, facilitate and increase the business of the Concession so as to maximize Gross Revenues. Tenant further covenants that neither it nor any Affiliate of Tenant will divert or cause or allow to be diverted any business from the Leased Space to other locations not at the Airport that are operated by Tenant or any Affiliate of Tenant. A material condition of this Agreement is that Tenant must operate the Concession operations in accordance with the Airport Concession Program Handbook, attached hereto as Exhibit 6, and the following general requirements:

A. Unless otherwise approved by the Commissioner in writing, Tenant must conduct business in its Retail Space only in the Tenant's trade name identified in the Term Sheet.

B. Unless authorized in writing by the Commissioner, Tenant must not install or operate any coin, card, token or otherwise activated vending machines or devices of any kind or type.

C. Tenant must conduct its Concession operations in a first-class, businesslike, efficient, courteous, and accommodating manner consistent with the "Physical Inspection Standards" that appear in Appendix 1 of the Airport Concession Program Handbook. The Commissioner has the right to make reasonable objections to the appearance and condition of the Leased Space if they do not comply with the Physical Inspection Standards. Tenant must discontinue or remedy any non-compliant practice, appearance or condition within five business days following receipt of a written notice by the Commissioner (or immediately upon receipt of such a notice if the Commissioner or Corporation Counsel deems non-compliance hazardous or illegal). Tenant's failure to timely cure the non-compliance as required by the Commissioner would cause the City damages including, among other things, loss of goodwill, that would be difficult or impossible to prove or quantify. Accordingly, if Tenant fails to timely cure non-compliance, then, in addition to all other remedies the City may have at law, in equity or under this Agreement, and beginning on the first day after expiry of the five business days cure period, Tenant must pay the City, as liquidated damages in connection with the loss of good will among visitors to the Terminals, and not as a penalty, the amount of \$200 per day for each non-compliant practice, appearance or condition specified in the notice that remains uncured after the cure period.

D. Tenant must neither commit nor allow any nuisance, noise or waste in the Leased Space or annoy, disturb or be offensive to others in the Terminals. Tenant must employ all reasonable means to prevent or eliminate unusual, nauseating or objectionable smoke, gases, vapors

or odors from escaping from the Leased Space. Tenant must employ all reasonable means to eliminate vibrations and to maintain the lowest possible sound level in the operation of the Concession.

E. Tenant must at all times accept as suitable payment for any sale of Merchandise any of at least three nationally recognized credit cards, such as but not limited to American Express, Visa, MasterCard and Discover. Tenant must give a receipt with each purchase and must post signs prominently near its cash registers offering some bonus or compensation to the customer if no receipt is given. Tenant must make change for the public regardless of whether or not a purchase is made.

F. Tenant must not place or install any racks, stands, or trade fixtures directly on or over the boundaries of its Leased Space. Tenant must not use any space outside the Leased Space for sale, storage or any other undertaking, other than in connection with deliveries made in a prompt, timely and efficient manner.

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

- (i) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of the Leased Space;
- (ii) answer in writing all written customer complaints within 72 hours after receipt, furnishing a copy of the complaint and the answer to the Commissioner within that period; and,
- (iii) furnish the Commissioner within 72 hours after their receipt copies of all written notices received by Tenant from any governmental authority or any Subcontractor with respect to any part of the Leased Space or any Subcontract.

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

4.5 Hours of Operation.

A. Tenant must begin conducting its Concession operations in each Retail Space on the Date of Beneficial Occupancy applicable to that Retail Space and continue them uninterrupted after that date during all required hours of operation. The Retail Space must be open, at a minimum, from 6:30 a.m. until 8:30 p.m. daily. If the Commissioner deems it necessary in order to serve the public

at the Terminals, Tenant must keep any or all of its Retail Space open for additional hours as the Commissioner reasonably determines, but in no event more than sixteen (16) hours total per day. From time to time, the Commissioner may require Tenant to extend its hours for peak holiday travel seasons or for flight delays due to inclement weather, or conversely, the Commissioner may allow the Tenant to open a Retail Space later than 6:30 a.m. or close it earlier than 8:30 p.m. when passenger traffic is light.

B. Except as otherwise permitted under this Agreement, if Tenant fails to operate its Concession from any portion of the Retail Space during all times that Tenant is required to do so under this Agreement and the failure continues for more than three days after the City gives Tenant notice, it is an Event of Default. In addition, Tenant acknowledges that failure to provide Concession services to the public would cause the City substantial damages, a portion of which may be ascertainable but another portion of which, related to loss of goodwill due to the public's inability to obtain the Merchandise, the provision of which is one of the key purposes of this Agreement, might be difficult or impossible to prove or quantify. Accordingly, in addition to other remedies available to the City for an Event of Default, Tenant must pay the City as liquidated damages (and not as a penalty) in connection with such loss of goodwill the lesser of \$50 per hour or \$500 per day, beginning as of the time that the City first notifies Tenant that it is not operating the Concession in accordance with the time requirements of this Agreement. The obligation to make payments of liquidated damages will continue until the earliest of: (i) the time that the affected portion of the Retail Space re-opens for business; (ii) the date that this Agreement expires or is terminated with respect to the affected portion of the Retail Space; or (iii) the date that the Commissioner receives possession of the affected portion of the Retail Space.

4.6 Personnel.

A. Staff.

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

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

(iii) Tenant and its personnel must at all times participate and cooperate fully in all quality assurance programs that may be instituted by the Commissioner from time to time. Tenant must cause its personnel to attend all customer service training meetings and participate in such other programs as may be required by the Commissioner. An appropriate officer or management representative of Tenant must meet with the Commissioner as requested by the Commissioner to

discuss matters relating to this Agreement, including merchandising and marketing plans. In addition, at the Commissioner's request, an appropriate officer or management representative of Tenant must attend other meetings with the City, airlines, other users of the Terminals or any other parties designated by the Commissioner.

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

B. General Manager. Tenant must designate a General Manager experienced in management and supervision who has sufficient authority and responsibility to administer and manage the Concession. The General Manager (or authorized representative) must be immediately available to the Department whenever any of the Retail Spaces are open. The base of operations of the General Manager must be at the Airport, and the General Manager must spend substantially all of his or her working hours at the Airport, unless the Commissioner approves in writing another arrangement. The General Manager is subject to removal at the direction of the Commissioner if the Commissioner reasonably determines, in her sole discretion, that the General Manager is not performing up to standards consistent with the fulfillment of Tenant's obligations.

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

4.7 Operation and Maintenance.

A. The City, at its sole cost and expense, will keep in good repair the Common Areas, including the roof, structures, foundations and central mechanical, plumbing and electrical systems in the Airport providing heating, ventilation, cooling, water, sewage and electrical service to the Terminals. The City will provide, without separate charge to Tenant, heating, ventilating and cooling of the Common Areas. The Commissioner reserves the right to interrupt temporarily the heating, air cooling, ventilation, plumbing or electrical services furnished to the Common Areas, the Terminals or the Airport as a whole to make emergency repairs or for other reasonable purposes, and the Commissioner will restore the services as soon as reasonably possible. The City has no

responsibility or liability for failure to supply heat, air cooling, ventilation, plumbing, electrical or any other service to the Leased Space, the Common Areas, the Terminals or the Airport, when prevented from doing so by laws, orders or regulations of any federal, state or local governmental requirement (including any requirement of any agency or department of the City) or as a result of the making of repairs or replacements, fire or other casualty, strikes, failure of the utility provider to provide service or due to any other matter not within the City's reasonable control.

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

4.8 Utilities.

A. Tenant must pay for natural gas, water, sewage and electricity furnished to the Leased Space, to the extent separately metered. All utilities must be separately metered for usage within a Leased Space except to the extent that the Commissioner agrees otherwise in writing.

B. Tenant must maintain utility lines to the Leased Space as follows:

- (i) where the utility lines, including gas, electrical, telephone, hot and cold water, fire sprinkler, gas, and sewer serve the Leased Space and other areas of the Terminals, Tenant is only obligated to maintain those branch lines and facilities that are located within and serving the Leased Space; and
- (ii) where the utility lines are solely for the use of the Leased Space, Tenant is obligated to maintain the utility lines from the Leased Space up to the main entry point to the Terminals. Alternatively, the City may, at the Commissioner's sole discretion, maintain the lines and charge Tenant the reasonable cost of the maintenance. Tenant must maintain all electrical cables, conduits, wiring, fire alarm systems, electrical

panels and associated equipment located within and serving the Leased Space.

4.9 Refuse Handling.

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

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

4.10 Promotion.

A. Signs and Advertising. Tenant may, at its own expense and subject to obtaining any necessary permits, install and operate necessary and appropriate identification signs in and on the Retail Space for its promotional use (identifying the Concession operations at the Retail Space in question or the Merchandise sold there). All such signage (especially all signage visible from the Common Areas) must be in compliance with signage and other applicable criteria adopted by the Commissioner or other City agencies from time to time and subject to the prior written approval of the Commissioner as to the number, size, height, location and design (as applicable). Tenant must not install, affix, or display any signage outside the Retail Space except as permitted by the Department. Without the prior written consent of the Commissioner, Tenant and its Subcontractors must not distribute any advertising, promotional or informational pamphlets, circulars, brochures or similar materials at the Airport except within the Retail Space and except as are related to Tenant's Concession.

B. Marketing and Advertising Fund. The Department operates a marketing and advertising fund for the purpose of financing a program for advertising and promoting Concessions at the Airport ("Marketing Fund"). Such program may include special events, shows, displays, signs, marquees, decor, seasonal events, and print, television, radio and other media advertisements.

In addition, the City may use the Marketing Fund to defray the costs of administration of the Marketing Fund, including the expenses for a promotion and advertising manager. The Marketing Fund is funded by contributions from tenants, as required by the provisions of their agreements with the City. The monthly contribution by Tenant is in an amount equal to the product of the Gross Revenues for the prior month multiplied by 0.005 (one-half percent) set forth below (the "Marketing Fee"). The City may, but is not required to, contribute to the Marketing Fund. Tenant has no ownership or beneficial interest whatsoever in the Marketing Fund.

4.11 Distribution and Storage; Deliveries.

A. It is necessary, due to the number of Concession tenants in the Airport, that the Commissioner protect the Common Areas and the Terminal curbside for the flow of airline passengers. Therefore, Concession deliveries must be made only within the times and at the locations authorized by the Commissioner or his designated representative and otherwise in accordance with the terms of this Agreement. All deliveries that require access to the aircraft operations area ("AOA") must be made by vehicles and drivers qualified and permitted to drive over AOA roadways.

B. At the option of the Commissioner, after first giving reasonable notice to Tenant, the Commissioner may require Tenant to arrange for all deliveries to a central distribution and storage facility at the Airport ("Distribution and Storage Facility"). The Distribution and Storage Facility is not in place as of the Effective Date, but may be designed and developed by the City or a designated third party. At the Commissioner's sole discretion, the Distribution and Storage Facility, if implemented, may be operated through a third party contractor selected or approved by the Commissioner. If the Distribution and Storage Facility is implemented, Tenant must pay the City or a designated third party Tenant's proportional share of the cost for deliveries to or from the Distribution and Storage Facility ("Distribution Fee") as determined by the Commissioner or a designated third party. Such Distribution Fee may include development, utility, operation and maintenance costs and other costs associated with the opening and/or operation of the Distribution and Storage Facility and is considered to be Additional Rent. Tenant acknowledges that the City will not be responsible for and will have no liability related to the operation of (or the failure to operate) the Distribution and Storage Facility, including lost profits, consequential damages or any other losses or damages whatsoever.

4.12 Certain Rights Reserved By the City.

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

not relieve Tenant of any 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 Terminals;
- (ii) Decorate or to make repairs, inspections, alterations, additions, or improvements, whether structural or otherwise, in and about the Terminals, or any part of them, and for such purposes to enter upon the Leased Space, and during the continuance of any of the work, to temporarily close doors, entryways, public space and corridors in the Terminals, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations under this Agreement, so long as the Leased Space is reasonably accessible and usable.
- (iii) Require Tenant to furnish the City door keys for the entry doors of the Leased Space, where applicable, and to retain them at all times, and to use in appropriate instances, keys, including master keys and passkeys, to all doors except sales or lock boxes within and into the Leased Space, but the keys will at all times be kept under adequate and appropriate security by the Commissioner. Tenant 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 Leased Space, Tenant releases the City from all responsibility arising out of theft, robbery, pilferage and personal assault unless the same results from the City's its agents' or employees gross negligence or willful misconduct. Upon the expiration of the Term of this Agreement or Tenant's right to possession of the Leased Space, Tenant must return all keys to the Commissioner and must disclose to the Commissioner the combination of any safes, cabinets or vaults left in the Leased Space;
- (iv) Approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Leased Space and the Terminals so as not to exceed the legal load per square foot designated by the structural engineers for the Airport, and to require all such items and furniture and similar items to be moved into or out of the Terminals and the Leased Space only at the times and in the manner as the Commissioner directs in writing. Tenant must not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Leased Space without the prior written consent of the Commissioner. Movements of Tenant' property into or out of the Terminals or the Leased Space and within the Terminals are entirely at the risk and responsibility of Tenant, and the Commissioner reserves the right to require permits before allowing any property to be moved into or out of the Terminals or the Leased Space;
- (v) Establish controls for the purpose of regulating all property and packages, both

personal and otherwise, to be moved into or out of the Terminals and the Leased Space;

- (vi) Regulate delivery and service of supplies and the usage of the apron area, loading docks, receiving areas and freight elevators and designate the times within which, and the locations at which, deliveries may be made to or by Tenant;
- (vii) Show the Leased Space to prospective Tenants and subtenants at reasonable times and, if vacated or abandoned, prepare the Leased Space for re-occupancy;
- (viii) Erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances to them, in and through the Leased Space at reasonable locations;
- (xix) Enter the Leased Space for the purpose of periodic inspection for fire protection, maintenance and compliance with the terms of this Agreement and exercise any rights granted to it in this Agreement; except in the case of emergency, however, the right must be exercised upon reasonable prior notice to Tenant and with an opportunity for Tenant to have an employee or agent present;
- (xx) Grant to any person the right to conduct any business or render any service in or to the Terminals or the Airport.
- (xxi) Promulgate from time to time rules and regulations regarding the operations at the Airport; and
- (xxii) Maintain newspaper vending machines at any location in the Airport.

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

ARTICLE 5 LEASED SPACE AND IMPROVEMENTS

5.1 Leased Space. As provided in Section 4.1, the City grants Tenant the right to use the Leased Space identified in Exhibit 2 for the Term of this Agreement for the operation of the Concession. Exhibit 2 may be amended from time to time to reflect changes in Leased Space. As of the Effective Date, all square footage identified in Exhibit 1 is approximate, and is subject to final correction in accordance with field measurements to be taken after completion of the Improvements. All such measurements relating to the Leased Space will be made to and from the "lease lines" as identified on Exhibit 2. If the actual measured square footage of the Leased Space differs from the square footage identified on Exhibit 1, the Base Rent will be applied to the actual measured square footage.

A. Retail Space. The Leased Space includes the Retail Space identified in Exhibit 2. Retail Space is to be used for the sale of Merchandise at retail to the public.

B. Storage Space. The Leased Space includes the Storage Space, if any, identified in Exhibit 2. Storage Space is to be used to store inventory and supplies for use in the Retail Space. It may be used for other purposes relating to the Concession with the consent of the Commissioner, but not as a point of retail sale of Merchandise. If the Commissioner determines that Tenant is using Storage Space for purposes unrelated to the Concession, the Commissioner may unilaterally delete the Storage Space from the Leased Space. If the Commissioner determines that the size of the Storage Space exceeds the needs of the Tenant, the Commissioner may unilaterally reduce the size of the Storage Space.

C. Additional Space.

- (i) During the Term, the Commissioner may from time to time make Additional Space available in the Terminals for concession operations. In that event, the Commissioner in her absolute discretion may determine what portion, if any, of the space will be made available to Tenant under this Agreement, but not to exceed square footage set forth in the Term Sheet. In such event, the Commissioner will send written notice to Tenant to advise Tenant of the following:
- a. size and location of the Additional Space being offered, if any;
 - b. whether it is being offered as Retail Space or Storage Space; and
 - c. the City's Shell and Core obligations and Tenant's Improvement obligations for the Additional Space.

Within 30 days after receiving the notice from the Commissioner, Tenant must notify the Commissioner if it accepts or rejects the Additional Space and, if the Additional Space is Retail Space, the amount by which Tenant proposes to increase its Minimum Annual Guarantee to reflect the anticipated increase in Gross Revenues from the Additional Space. Upon notification from Tenant to the Commissioner that Tenant accepts the Additional Space and, if the Additional Space is Retail Space, acceptance by the Commissioner of the proposed increase in the Minimum Annual Guarantee, the square footage will be added to the Retail Space or Storage Space, as applicable, under this Agreement and Exhibit 2 modified accordingly. Upon notification from Tenant to the Commissioner that it rejects the Additional Space or if Tenant fails to notify the Commissioner within 30 days that it accepts the Additional Space, the offer will terminate and the Commissioner may offer the Additional Space to others.

- (ii) Nothing in (i) above requires the Commissioner to offer any Additional Space to Tenant or limits or restricts the Commissioner's or the City's right to enter into any Concession agreement with any third party.

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

- (i) The Commissioner will notify Tenant in writing within a reasonable period of time prior to the relocation of all or part of the Leased Space. Such notice will be not less than 90 days in advance of the relocation but, in any event, notice is not required more than 180 days in advance.
- (ii) If a Retail Space is being relocated and the Relocation Space for a Retail Space is not acceptable to Tenant comparable in size, visibility, and traffic, in Tenant's reasonable business judgment, Tenant may reject the Relocation Space by notifying the Commissioner in writing no later than 15 days after Tenant receives the Commissioner's notice. If Tenant rejects the Relocation Space, then the Lease for the affected Retail Space will terminate on the date for the relocation set forth in the Commissioner's notice, and the Minimum Annual Guarantee as of such date will be adjusted by a percentage equal to the percentage of Tenant's Gross Revenues from prior Lease Year that were generated at the affected Retail Space. Further, if Tenant rejects the Relocation Space, Tenant is entitled to a credit, equal to the unamortized portion of Tenant's actual Improvement Costs, as determined under Exhibit 3, and as approved by the Commissioner, for the Retail Space being vacated (but excluding any Improvement Costs for Tenant personal property or any portion of the Improvements that can be moved and used by Tenant elsewhere), against Rent due and owing to the City from Tenant until the full amount of the credit has been applied against Rent.
- (iii) Except when Tenant rejects Relocation Space pursuant to (ii) above, the City is responsible for costs incurred in the relocation or replication of the Improvements in the Leased Space being vacated, including the cost of moving Tenant's equipment and inventory and the cost of constructing replacement Improvements comparable to the condition of the Improvements in the Leased Space being vacated as of the date of relocation, to the extent comparable Improvements do not already exist in the Relocation Space. In the case of a relocation, Tenant must promptly vacate the portion of the Leased Space required to be vacated and as to which this Agreement is being terminated and return the portion of the Leased Space in as good or better condition as existed as of the date that the City gave Tenant possession of the Leased Space being vacated, unless the Commissioner otherwise agrees in writing. The City will endeavor not to require Tenant to move from the Leased Space being vacated to the Relocation Space before Work on Improvements in the Relocation Space is

completed, but the Leased Space being vacated may be needed for other Airport purposes prior to the completion of Improvements in the Relocation Space. Because the City is replacing Improvements in kind, Tenant is not entitled to any credit for unamortized Improvement Costs for the Leased Space being vacated, and the unamortized Improvement Costs for the Leased Space being vacated will be deemed to be the unamortized Improvement Costs for the Relocation Space and continue to be amortized on the same schedule as the original Leased Space.

5.2 Rights Regarding Property in the Leased Space. Tenant shall retain title and ownership to all Tenant personal property in the Leased Space except in the event of deemed abandonment. The City owns all other property at the Leased Space, including the Shell and Core and Improvements. Tenant represents and warrants that all the personal property located in the Leased Space on the Date of Beneficial Occupancy will be owned by Tenant.

5.3 Shell and Core. The City is responsible for providing Shell and Core, as specified in Exhibit 4, for the Leased Space. The City makes no warranty, either express or implied, as to the design or condition of the Leased Space, including the Shell and Core, or the suitability of the Leased Space, including the Shell and Core, for the Tenant's purposes or needs. The City is not responsible for any patent or latent defect, and Tenant must not, under any circumstances, withhold any amounts payable to the City under this Agreement on account of any defect in the Leased Space, including the Shell and Core; if feasible, however, 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. After the City delivers the Shell and Core to Tenant, Tenant must immediately notify the Commissioner of any defects in the Shell and Core.

5.4 Tenant's Improvement Obligations.

A. Retail Space and Storage Space. Tenant must complete, or cause to be completed, the Improvements described in Exhibit 3 in accordance with Construction Documents (defined below) that have been approved by the Commissioner and at Tenant's sole cost and expense, on or before the date set forth opposite each portion of the Leased Space set forth in Exhibit 3. The Improvement Costs must be not less than ninety-five percent (95%) of the amounts set forth in Exhibit 3. Tenant must provide for any supplemental heating, cooling and exhaust facilities that Tenant may require to properly heat, cool, ventilate and exhaust air in the Leased Space. Tenant, however, must furnish written certification from the Tenant's engineer stating that any supplemental heating, cooling and exhaust facilities to be installed on the Leased Space are designed for negative pressure inside the Leased Space so that hot or cold air will not be drawn out of the Common Areas into the Leased Space. If at any time the Tenant's supplemental heating, cooling and exhaust facilities fail to comply with the requirement for negative pressure, Tenant must, on notice from the City, cause repairs to be made so that Tenant is in compliance with this requirement.

B. Additional Space. Tenant must complete or cause to be completed, at Tenant's sole

cost and expense, the Improvements for each Additional Space, if any, identified by the Commissioner by the Date of Beneficial Occupancy applicable to each such Additional Space, at a total investment in Improvement Costs for each permanent Additional Space of \$200 per square foot for In-Line Sites, and \$40,000 per Kiosk, subject to Section 5.1.

C. Relocation Spaces. Tenant must complete, or cause to be completed, at Tenant's sole cost and expense, the Improvements for each Relocation Space, on or before the date established by the Commissioner for relocation and at the level of expenditure needed to make Improvements in the Relocation Space comparable to the Improvements in the Leased Space being vacated.

D. Temporary Relocation Space and Additional Space. The Commissioner may require Tenant to operate the Concession, prior to the Date of Beneficial Occupancy applicable to any Relocation Space and Additional Space, from a temporary Relocation Space, at City's sole cost and expense. If approved by the Commissioner, Tenant may use temporary or used fixtures, trade fixtures and equipment and is not required to install Improvements except to the extent necessary to make the temporary Relocation Space useable.

E. Improvement Costs. Only Improvement Costs of the types set forth in Exhibit 3 are deemed to be validly incurred Improvement Costs for purposes of this Agreement. Tenant must provide the Commissioner with a statement certified by Tenant, setting forth the aggregate amount of the Improvement Costs expended by Tenant for each Leased Space, with such detail as may be reasonably requested by the Commissioner. The certified statement must be submitted at the same time as the "as-built" drawings for the Leased Space. Tenant must make available to the Commissioner, at the Commissioner's request, receipted invoices for labor and materials covering all Improvement Costs. The Commissioner has the right to audit the Improvement Costs. If there is a discrepancy of 5% or more, the cost of the audit must be paid promptly by Tenant upon request. If the Tenant's actual Improvement Costs for any Leased Space are less than a minimum per square foot cost provided in this Agreement for such Leased Space, Tenant must, within 30 days after the date of completion of the Work or the Date of Beneficial Occupancy, whichever is earlier, pay the City the amount by which the sum determined by multiplying the square footage of such Leased Space by the minimum per square foot cost requirement applicable to the Leased Space exceeds the actual Improvement Cost.

F. Amortization of Improvement Costs. Except with the prior written approval of the Commissioner, the Improvement Costs for each Leased Space must, for the purposes of determining the unamortized value of the Improvements, never be more than the actual amount of Improvement Costs applicable to each such Leased Space and as approved by the Commissioner. Amortization will be calculated on a straight-line basis over the initial Term without regard to any possible extensions.

5.5 Work Requirements.

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

AGREEMENT.

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

- (i) all regulations and directives now or later promulgated by the United States Federal Aviation Administration ("FAA") or Transportation Security Administration ("TSA") pertaining to airport security, as such regulations and directives may be amended or modified from time to time during the Term of this Agreement;
- (ii) all federal, State of Illinois, and City laws, rules, regulations and ordinances, including all building, zoning and health codes and all Environmental Laws; and
- (iii) the Tenant Design and Construction Procedures Manual ("TDCPM") and the Airport Concession Program Handbook.

Tenant must complete or cause to be completed all Improvements in accordance with all rules, regulations and standards, including the TDCPM, and the approved Construction Documents (as defined below) for any Improvements. If there is a conflict between work requirements stated in this Agreement and those set forth in the TDCPM, the Commissioner has the sole discretion to determine which prevails. No construction must take place until the Commissioner has approved the Construction Documents.

Sustainable Design

As part of the City's goal to incorporate environmentally sustainable design in building and infrastructure improvements, the City encourages Tenant to incorporate sustainable design practices in the development and build out of the Leased Space. The City further encourages that Tenant include a LEED® (Leadership in Energy and Environmental Design) accredited professional on its design team. Further the City requires that the Tenant create an operational plan that looks at all aspects of the day to day operation from recycling to use of econ friendly products and supplies.

The main objectives of sustainable design and operations are 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. For additional information regarding the City's objectives, please refer to the "CDA Sustainable Airport Manual," dated August 2009 on the Chicago Department of Aviation web site (www.flychicago.com) through the 1) "O'Hare Modernization Program" and then 2) "Sustainable Initiatives" links.

Please note that all updates and revisions to the Sustainable Airport Manual in reference to Concessions will be mandatory for the Tenant to address.

- C. Development Plan. Tenant must submit to the Commissioner for her approval, within

seven days after the Effective Date, a development plan that describes in detail the Tenant's thematic concept for the Retail Space and its plan and schedule for implementing the Improvements and commencing Concession operations in the Leased Space ("**Development Plan**"). The Development Plan must include the anticipated Date of Beneficial Occupancy of each Retail Space and the dates by which City must complete the Shell and Core and Tenant must obtain possession of the Retail Space in order to achieve the anticipated DBO. The Commissioner will attempt to meet with Tenant to review the TDCPM and the Tenant's Development Plan within 14 days after receipt of the Development Plan. Tenant must promptly respond to any changes in the Development Plan requested by the Commissioner.

D. 30 Percent Design Phase. Upon approval of the Development Plan by the Commissioner, Tenant must proceed with preparation of 30 percent design drawings and specifications for Improvements to each Leased Space ("**30 Percent Designs**") prepared pursuant to the guidelines set forth in the TDCPM within the earlier of 14 days following the approval of the Development Plan or 60 days before the date for beginning construction of Improvements as set forth in the Development Plan. The Commissioner will attempt to respond to the 30 Percent Designs for the Improvements within 5 business days after Tenant's submission of the 30 Percent Designs with an "accepted," "accepted [with comments] as noted," or "revise and resubmit." If any of the 30 Percent Designs requires resubmission, Tenant must resubmit the 30 Percent Designs addressing the Commissioner's comments within 5 days after receiving the Commissioner's response. Tenant must resubmit the 30 Percent Designs as many times as necessary until the Commissioner either accepts them or accepts them as noted; however, if Tenant fails to provide acceptable 30 Percent Designs after 5 attempts, it will be an Event of Default.

E. 60 Percent Design Phase. Within 60 days of an "accepted" or "accepted as noted" response to the 30 Percent Designs from the Commissioner, Tenant must submit to the Commissioner its proposed 60 percent design drawings and specifications prepared as required under the TDCPM ("**60 Percent Designs**"), which must include revisions to and incorporate the Commissioner's comments on the 30 Percent Designs as well as any Shell and Core modifications or other modifications to base building systems required to accommodate Tenant's proposed Improvements. The Commissioner will attempt to review and respond to the 60 Percent Designs within 10 days after the Commissioner's receipt with an "accepted," "accepted [with comments] as noted," or "revise and resubmit." If any of the 60 Percent Designs requires resubmission, Tenant must resubmit the 60 Percent Designs addressing the Commissioner's comments within 5 days after receiving the Commissioner's response. Tenant must resubmit the 60 Percent Designs as many times as necessary until the Commissioner either accepts them or accepts them as noted; however, if Tenant fails to provide acceptable 60 Percent Designs after 5 attempts, it will be an Event of Default.

F. 100 Percent Design Phase. Tenant must prepare and submit to the Commissioner, within 20 days following its receipt of the Commissioner's approval of the 60 Percent Designs, the 100 percent design drawings and specifications and a construction schedule that complies with the

Development Plan ("100 Percent Designs"). The Commissioner will attempt to review and respond to the 100 Percent Designs within 10 days after the Commissioner's receipt with an "accepted," "accepted [with comments] as noted," or "revise and resubmit." If any of the 100 Percent Designs requires resubmission, Tenant must resubmit the 100 Percent Designs addressing the Commissioner's comments within 5 days after receiving the Commissioner's response. Tenant must resubmit the 100 Percent Designs as many times as necessary until the Commissioner either accepts them or accepts them as noted; however, if Tenant fails to provide acceptable 100 Percent Designs after 5 attempts, it will be an Event of Default. Upon acceptance by the Commissioner, the 100 Percent Designs drawings, specifications, and construction schedule will be deemed the approved "Construction Documents". If Tenant desires to use the services of any Subcontractor, Tenant must submit the name and qualifications of the Subcontractor to the Commissioner for review and approval, which approval may be granted or denied in the Commissioner's sole discretion. Commissioner may require Tenant and its Subcontractors to meet with the Department's construction manager and Concessions Management Representative prior to starting construction.

G. Start of Construction. Within 10 days after the date of delivery of possession for each Leased Space, if Tenant has obtained applicable building permits, which Tenant must promptly and diligently endeavor to do, Tenant must begin construction of the Improvements under and consistent with the approved Construction Documents, in a diligent, first-class and workmanlike manner. In all respects, the Improvements must:

- (i) conform with all architectural, fire, safety, zoning and electrical codes and all federal, State, City and other local laws, regulations and ordinances pertaining to them, including the ADA, and all Airport standards, procedures and regulations;
- (ii) be free and clear of any mechanics' or materialmen's liens or similar liens or encumbrances; and
- (iii) except as otherwise provided in this Agreement, be completed entirely at Tenant's cost and expense and in accordance with the requirements of this Agreement.

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

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

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

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

J. Notice of Substantial Completion and Inspection. At least 5 days prior to anticipated substantial completion of the construction of a Leased Space, Tenant must deliver to the Commissioner a "notice of substantial completion". On the date specified in the notice of substantial completion, the Commissioner will perform a final inspection of the Improvements for compliance with the Construction Documents for the Improvements, and will, not later than 10 days after inspection, provide a punchlist to Tenant describing in sufficient detail any discrepancies between the Improvements and the Construction Documents. Tenant must cause all discrepancies (other than those approved by the Commissioner as variances) to be reconstructed, replaced or repaired in substantial accordance with the Construction Documents. Within 10 days after the date of substantial completion and prior to commencing Concession operations in Leased Space, Tenant must provide, as evidence of the substantial completion of the Work, copies of any and all Certificates of Occupancy and other approvals, if any, necessary for Tenant to occupy the portion of the Leased Space for its intended use. Tenant shall not commence Concession operations in the Leased Space until such documents have been received by the Commissioner and until authorized to do so by the Commissioner.

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

- (i) Tenant must pay the City liquidated damages at the rate of \$1,000 per day for each day from and after the date the Improvements were required to be substantially completed and the Retail Space to be open to the public for business, until the date on which the Retail Space actually opens to the public for business; and
- (ii) Tenant must cooperate with the Commissioner in providing the interim Concession operations from Kiosks or other temporary locations, as the Commissioner may

reasonably require, to serve the patrons of the Terminals until the applicable Improvements have been completed and the Retail Space is open to the public for business; and

- (iii) if, for any reason, Tenant fails to substantially complete the Improvements in accordance with the approved Construction Documents relating to them and open the Retail Space to the public for business within 30 days after the scheduled date, the failure is an Event of Default, and the City has the right to exercise any and all remedies under this Agreement, at law or in equity; and further,
- (iv) if Tenant is permitted to open for business in accordance with the schedule in the Construction Documents but any punchlist items are not completed within 30 days following the date on which Tenant opens to the public for business, subject to the availability of labor, materials, and supplies, the Commissioner will assess liquidated damages against Tenant at the rate of \$200 per day per punchlist item not timely completed; and
- (v) if Tenant is permitted to open for business but any punchlist items are not completed within 60 days following the date on which Tenant opens to the public for business, the City reserves the right, at the Commissioner's sole discretion, to either:
 - A. complete the punchlist Work at the City's cost and bill the Tenant for this Work, in which case the charges are considered Additional Rent; or
 - B. close the affected Retail Space until all outstanding punchlist items are completed.

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

M. No Mechanics' Liens. Tenant must not permit any mechanics' lien for labor or materials furnished or alleged to have been furnished to it to attach to any portion of the Lease Space, the Airport, Tenant's leasehold interest, or this Agreement in any way relating to any work performed by or at the direction of Tenant. Upon making payments to Subcontractors, Tenant must obtain from each Subcontractor a waiver or mechanics' liens against any portion of the Leased Space, The Airport, Tenant's leasehold interest, or this Agreement arising out of any work done by the Subcontractor and each and every of the Subcontractor's materialmen and workmen. If, nonetheless, any such mechanics' lien is filed upon any portion of the Lease Space, the Airport, Tenant's leasehold interest, or this Agreement, Tenant must indemnify, protect, defend and save harmless the

City against any loss, liability or expense whatsoever by reason of it and must promptly and diligently proceed with or defend, at its own expense, the action or proceedings as may be necessary to remove the lien. Tenant must deliver notice to the Commissioner of any such lien or claim within 15 days after Tenant has knowledge of it. Tenant may permit the mechanics' to remain undischarged and unsatisfied during the period of the contest and appeal; provided that, if requested by the Commissioner, Tenant must within 15 days following the Commissioner's request post a bond with the City equal to 150% of the amount of the lien. If the lien is stayed and the stay later expires or if by nonpayment of any lien any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement will be, or is claimed to be, subject to loss or forfeiture, then Tenant must immediately pay and cause to be satisfied and discharged the lien. If Tenant fails to do so, the Commissioner may, in her sole discretion, draw on the bond and make such payment. If the Commissioner has not requested a bond, then the Commissioner may, in her sole discretion, make such payment out of legally available Airport funds and, in such event, the amount paid shall immediately be payable by Tenant as Additional Rent. Failure to post a bond when requested by the Commissioner or pay such Additional Rent shall be an event of default.

5.6 Damage or Destruction of Improvements.

A. Insubstantial Damage. If Improvements to any Leased Space are damaged, in whole or in part, by fire or casualty, and there is no Major Damage (as defined below) to the portion of the Terminals served by the damaged 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 the Improvements as soon as reasonably possible (after completion of the Shell and Core) at Tenant's expense, unless such damages is caused by the City, in which case, the total repair shall be at the City's expense. .

B. Major Damage.

- (i) "Major Damage" means any damage or destruction that, based on reasonable estimates made by the Department within 60 days after the occurrence of the damage or destruction, in order to be repaired to the condition-existing before the damage or destruction:
- a. would cost, with respect to the Improvements, in excess of 50% of the replacement cost value of all Improvements; and
 - b. would cost, with respect to the Shell and Core, in excess of 50% of the replacement cost of the Shell and Core, or would require, in the sole judgment of the Commissioner, more than nine months to complete.
- (ii) If any part of the Terminals suffers Major Damage, whether or not including any portion of the Leased Space located in them, in whole or in part by fire or other casualty, the Commissioner has the right, for a period of six months starting on the date of the occurrence, to elect not to repair the Major Damage as otherwise required

under this section, by giving written notice of the election to Tenant. If the Commissioner notifies Tenant of the Commissioner's election not to repair the Major Damage, this Agreement will terminate as to the affected Leased Space effective as of the date of the Major Damage, all Rent due under this Agreement must be prorated to the date of termination, and Tenant must surrender the affected portion of the Leased Space to the City.

- (iii) If any portion of the Leased Space suffers Major Damage, and if after the occurrence of the damage the Agreement is not terminated, the Commissioner and the Airport architect will estimate the cost of restoration and the length of time that will be required to repair the damage and will notify Tenant of the estimate. If 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 must repair the damage and restore the Improvements. If the repair and restoration cannot be substantially completed before the Term expires, then this Agreement terminates as to the portion of the Leased Space as of the date of the Major Damage.
 - (iv) If this Agreement is not terminated in accordance with paragraphs B.(ii) or (iii) and a casualty has damaged or destroyed any portion of the Shell and Core involving the Leased Space, the City will restore the Shell and Core to the condition existing on the Date of Possession, according to the original as-built plans and specifications. Upon completion of the City's Shell and Core restoration work, if any, Tenant must proceed to rebuild the Improvements as nearly as possible to the character of Improvements existing immediately before the occurrence.
 - (v) Before beginning to replace, repair, rebuild or restore Improvements, Tenant must deliver to the Commissioner a report of an independent consultant acceptable to the Commissioner setting forth:
 - a. an estimate of the total cost of the Work;
 - b. the estimated date upon which the Work will be substantially completed; and
 - c. a statement to the effect that insurance proceeds are projected to be sufficient to pay the costs of the Work.
 - (vi) The Commissioner will use commercially reasonable efforts to provide suitable temporary Relocation Space during the period of restoration subject to the reasonable approval of Tenant. Tenant must relocate the Concession operations to the temporary Relocation Space, and the costs associated with any such relocation, including moving expenses and the cost of reconstructing the Improvements in the temporary Relocation Space, must be borne by Tenant.
- C. Tenant's Option. If the Leased Space or a portion of it is subject to Major Damage

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

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

5.7 Mid-Term Refurbishment. If the Commissioner gives notice to Tenant before the 48th month after the Effective Date of its offer to extend the term of the Agreement per Article 6.1 B, then Tenant must budget and expend such funds as necessary, but no less than 25 percent of the initial Improvement Costs, to undertake a mid-Term refurbishment of the Retail Space during or about the middle of the Term in order to ensure that the Retail Space presents a first-class appearance to the public. The minimum expenditure does not include financing costs, interest, inventory or intracompany charges of the Tenant. The scope and extent of the renovation, remodeling, upgrade and/or redecorating for such mid-Term refurbishment shall be jointly determined by the Commissioner and Tenant. If the Commissioner and Tenant cannot agree, then Commissioner may reasonably determine the scope and the extent of the refurbishment, and Tenant will be bound by her determination. If the mid-Term refurbishment is of a substantial nature, then the provisions of Section 5.5 will apply.

5.8 City Resident Construction Worker Employment Requirement.

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

that actual Chicago residents are employed. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

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

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

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

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

F. Nothing set forth in this section acts as a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative

action required for equal opportunity under the provisions of this Agreement or related documents, as applicable.

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

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

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

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

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

ARTICLE 6 TERM OF AGREEMENT**6.1 Term.**

A. This Agreement is in full force and effect upon the Effective Date. The term of this Agreement ("Term") begins on the Effective Date and expires at 11:59 p.m. on the day that is the fifth anniversary of the Date of Beneficial Occupancy of the last Retail Space to open for Concession operations (excluding any Retail Space that is Additional Space or Replacement Space) unless this Agreement is terminated earlier in accordance with its terms.

B. The Commissioner may offer Tenant up to two (2) extensions of one year by providing Tenant written notice of such offer no less than one hundred and eighty (180) days prior to the expiration of the Term. Tenant shall provide Commissioner with written notice of its acceptance or rejection of such extension within thirty (30) days of its receipt of the offer. The Commissioner may elect to exercise both extensions simultaneously, resulting, upon Tenant's acceptance, in one extension of two years.

6.2 Holding Over.

A. Without consent. If Tenant continues to occupy all or a portion of the Leased Space without the written consent of the Commissioner after expiration or termination of this Agreement in its entirety, or as to any such portion of the Leased Space that is expired or terminated, the holding over constitutes a Lease from month to month on the same terms and conditions as this Agreement, including payment of Rent attributable to all or the portions of the Leased Space, until terminated by the Commissioner upon not less than 30 days prior written notice. If Tenant continues to hold over after receipt of such written notice, Tenant must pay Rent for the entire holdover period for the Leased Space (or that portion of the Leased Space as to which this Agreement has expired or otherwise terminated), following the termination date under the notice, at double the annual rate of the Rent payable, on a per diem basis, during the that portion of the last calendar year falling within the Term of this Agreement. No occupancy of the Leased Space by Tenant after the expiration or other termination of this Agreement (in its entirety or as to the portion of the Leased Space in question) extends the Term of this Agreement with respect to the portion of the Leased Space, except as a holdover tenancy. Also, 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 Agreement must continue in effect.

B. With consent. Any holding over with the consent of the Commissioner in writing constitutes a Lease from month-to-month on the same terms and conditions as this Agreement, including payment of the Rent attributable to the portion or portions of the Leased Space Tenant continues to occupy after the Term. Tenant must surrender and vacate the Leased Space no later than the 30th day following notice from the Commissioner that the month-to-month holdover is terminated.

6.3 Return of the Leased Space and Removal of Improvements.

A. At the termination or expiration for any reason of this Agreement or Tenant's Lease as

to any portion of the Leased Space, Tenant must promptly, peaceably, quietly and in good order quit, deliver up and return the Leased Space (or that portion as to which the Lease has terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted. Except as provided below, Tenant must remove all Tenant personal property from the Leased Space or the portions of the Leased Space before the date of termination or expiration. Further, at the Commissioner's request (which request will be given in writing at least 30 days before the termination or expiration of the Term) but not otherwise, Tenant must remove all Improvements installed by or for Tenant, or Tenant's agents, employees or Subcontractors, except for Improvements that the Commissioner may elect to require Tenant to leave in place. Tenant must also cap off any plumbing or drains and remove, obliterate or paint out any and all of its signs, advertising and displays as the Commissioner or his designated representative may direct, and repair any holes or other damage left or caused by Tenant. Tenant must repair any damage to the Leased Space caused by Tenant's removal of Tenant personal property, trade fixtures and Improvements. All the removal and repair required of Tenant under this section are at Tenant's sole cost and expense.

B. If Tenant fails to perform any of its obligations, then the Commissioner may cause the obligations to be performed and Tenant must pay the cost of the performance, together with interest thereon at the Default Rate from and after the date the costs were incurred until receipt of full payment therefor. Any property of Tenant not removed by Tenant 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 not requested to be removed by the Commissioner will, upon termination of this Agreement, if such is not already the case, become property of the City, except that all of Tenant's trade dress, service marks, trademarks and trade names must be removed, obliterated or painted out in a commercially reasonable manner at Tenant's cost, on or before the expiration or termination of the Term.

6.4 [Intentionally Deleted]

6.5 Termination Due to Change in Airport Operations. This Agreement, or the Lease of any affected Leased Space, is subject to termination by either party on 60 days' written notice in the event of any action by the FAA, the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Airport, the Terminals or a portion thereof that renders performance by either party in the Leased Space 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 90 days, so long as the action or order is not the result of any Event of Default of Tenant. In the event of termination of this Agreement under either of the preceding sentences, all Rent accrued to the termination date is payable to the date of termination.

6.6 Eminent Domain. If the entirety of the Terminals or a substantial part of them, including the entire Leased Space, is taken, the Term of this Agreement will end upon the earlier of

the date when possession is required by the condemning authority or the effective date of the taking. If any eminent domain proceeding is instituted in which it is sought to take any part of the Airport or the Terminals, the taking of which would, in the good faith judgment of the Commissioner or Tenant, render it impractical or undesirable to conduct Concession operations on the remaining portion of the Leased Space for the intended purposes, the Commissioner and Tenant will each have the right to terminate this Agreement upon not less than 90 days' written notice to the other before the date of termination designated in the notice. In the event of termination of this Agreement under either of the preceding sentences, all Rent accrued to the termination date is payable to the date of termination. Except as otherwise provided in this Agreement, no money or other consideration is payable by the City to Tenant for the right of cancellation in connection with eminent domain.

ARTICLE 7 RENT AND FEES

7.1 Rent Payable.

A. In consideration of Tenant's use of the Leased Space and the License to operate its Concession in the Leased Space and the associated rights and privileges granted in this Agreement, Tenant must pay the following, without notice or demand, beginning with the first month following the first Date of Beneficial Occupancy of a Retail Space, as rent and fees the Base Rent, License Fee and Additional Rent (collectively, "Rent") as follows:

(i) Base Rent. The "Base Rent," which, during the initial Lease Year, is an amount equal to the product of \$45.00 per square foot per year rate multiplied by the number of square feet of Leased Space, whether permanent or temporary. In each succeeding Lease Year following the initial Lease Year the Base Rent applicable to each Leased Space will increase by 3 % over the previous Lease Year. The Base Rent is applied to the actual square footage of Leased Space, including any Additional Space or Relocation Space, and will be prorated by each Lease Space accordingly to reflect changes in specific Leased Spaces that occur from time to time during which Tenant occupies a Leased Space for less than a full Lease Year. The Base Rent for each Lease Year is payable in equal monthly installments.

(ii) License Fee. An amount equal to the greater of a. or b.:

- a. Percentage Fee. The "Percentage Fee" is an amount equal to 11% of Gross Revenues.
- b. Minimum Annual Guarantee. The "Minimum Annual Guarantee" or "MAG" for the first and second Lease Years is \$43,950, prorated for the first Lease Year if less than 12 months. Beginning with the third Lease Year, and for each Lease Year thereafter, the Minimum Annual Guarantee will equal the greater of: (A) 85% of the total Percentage Fee payable for the preceding Lease Year, or (B) the prior year Minimum Annual Guarantee, but never less

than \$43,950. The Minimum Annual Guarantee applicable to the last Lease Year will be pro-rated if less than 12 months.

- (iii) Additional Rent. The Marketing Fee and Distribution Fee, if any, and any other charges payable to the City under this Agreement that are identified as Additional Rent.

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

B. Impositions. Tenant must timely pay, as and when due, any and all taxes, assessments, fees, and charges levied, assessed or imposed by a governmental unit upon this Agreement, the Leased Space, Tenant's leasehold, Tenant's Concession business or upon Tenant's personal property, including but not limited to all permit fees and charges of a similar nature for Tenant's conduct of any business or undertaking in the Leased Space (collectively, "Impositions"). Tenant must provide the Concession Management Representative with copies of any business licenses or permits required for the Tenant to operate the Concession. Tenant must provide Commissioner a copy of all notices relating to leasehold taxes on the Leased Space within 30 days after receipt and must provide the Commissioner with a receipt indicating payment of leasehold taxes on the Leased Space when due. Nothing in this Agreement precludes Tenant from contesting the amount of an Imposition, including those taxes or charges enacted or promulgated by City; but Tenant must not contest the applicability of an Imposition in connection with the Leased Space. 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.

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

7.2 Time of Payments.

A. On or before the first day of each calendar month, prorated for any partial calendar month, beginning the first month following the first Date of Beneficial Occupancy and continuing throughout the Term, Tenant must pay to the City:

- (i) 1/12 of the Minimum Annual Guarantee, and

- (ii) 1/12 of the annual Base Rent.
- B. On or before the 15th day of each month, Tenant must pay the City:
 - (i) the amount, if any, by which the actual Percentage Fee for the preceding month exceeds 1/12 of the Minimum Annual Guarantee, and
 - (ii) the Marketing Fee and Distribution Fee, if any.

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

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

- (i) Tenant underpaid Rent due in any calendar year by more than 5%, or
- (ii) Tenant failed to make any Rent payments within 5 days of the date due, then

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

7.4 Reports.

A. Monthly. Tenant must furnish to the Commissioner on or before the 15th day of each calendar month falling wholly or in part within the Term of this Agreement a complete statement, certified by Tenant, of the amount of Gross Revenues derived from each Retail Space by Tenant during the preceding month.

B. Weekly. Tenant will furnish to the Commissioner weekly sales reports, if requested, breaking down all sales and Gross Revenues by each separate Retail Space. If so requested, Tenant will provide Commissioner with statistical information regarding the number and type of transactions occurring at each Leased Space, in the form specified by the Commissioner.

C. Annually or more often.

- (i) Tenant must furnish to the Commissioner on or before the 60th day following the end

of each Lease Year, or from time to time as required by the Commissioner, an operations statement for the Concession.

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

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by Vosges, Ltd. . for the year ended _____ relating to its operations at the Terminals pursuant to an Agreement dated _____, _____. Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \$ _____ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended _____."

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

7.5 Books, Records and Audits.

A. Except as provided below, Tenant must prepare and maintain at its office in Chicago full, complete and proper books, records and accounts in accordance with generally accepted accounting practices in its normal course relating to and setting forth the Gross Revenues, both for cash and on credit, and must require and cause its operations personnel to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant. The books and source documents to be kept by Tenant must include true copies of all federal, state and local tax returns and reports, records of inventories and receipts of merchandise, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Leased Space by Tenant and any other persons conducting business in or from the Leased Space, which shall at a minimum include cash register printout generated by Tenant at the point of sale system, credit card receipts, and all other pertinent original sales records. If applicable, such records shall include:

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

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

C. The acceptance by the Commissioner of payments of any Percentage Fee is without prejudice to the Commissioner's right to conduct an examination of the Tenant's books and records

relating to Gross Revenues and of inventories of merchandise at the Retail Space, in order to verify the amount of Gross Revenues made in and from the Retail Space.

D. After providing Tenant at least 3 days prior oral or written notice, the Commissioner may inspect the books and records of Tenant. Further, at its option, the Commissioner may at any reasonable time, upon no less than 10 days prior written notice to Tenant, cause a complete audit to be made of Tenant's entire records relating to the Retail Space for the period covered by any statement issued by Tenant as above set forth. If the audit discloses that Tenant's statement of Gross Revenues is understated to the extent of:

- (i) 3% or more, Tenant must promptly pay the City the cost of the audit in addition to the deficiency (and any interest on the deficiency at the Default Rate), which deficiency is payable in any event; and if
- (ii) 5% or more, an Event of Default is considered to have occurred, and in addition to all other remedies available under this Agreement, at law, or in equity, the Commissioner has the right to terminate this Agreement immediately upon giving notice to Tenant, without any opportunity for Tenant to cure.

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

7.6 Revenue Control. Upon the request of the Commissioner Tenant must make available monthly sales data for each Retail Space ("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. At such time, if any, as computerized Point of Sale Data systems ("POS Systems") have been developed to a point where the Commissioner or its designated representative deems it necessary or desirable to install such a system, then Tenant must upon request and at its own expense, install such a POS system in the Retail Space 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. Any such system later installed by Tenant must be compatible with any POS System installed or reasonably contemplated to be installed by the Commissioner in the Terminals or elsewhere in the Airport generally, and Tenant must permit the Commissioner to connect the Commissioner's POS System to Tenant's POS System using fiber optic cable or otherwise.

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

7.8 Camera Installation. Upon the request of the Commissioner, Tenant must purchase and install a security camera and connect the camera feed into a junction box at a location to be

determined by the Commissioner. Tenant will permit the Commissioner to connect the security camera to the Airport security system.

ARTICLE 8 INSURANCE, INDEMNITY AND SECURITY

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

8.2 **Indemnification.**

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

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

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

D. To the extent permissible by law, Tenant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any 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 to the extent doing so would violate the Anti-Indemnity Act. The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

E. The indemnities contained in this section survive expiration or termination of this Agreement, for matters occurring or arising during the Term of this Agreement or as the result of or

during the holding over of Tenant beyond the Term. Tenant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Tenant's duties under this Agreement, including the insurance and Security requirements.

8.3 Security

A. Form of Security.

- (i) Tenant must provide the City no later than the Effective Date an irrevocable, unconditional sight draft Letter of Credit in favor of the City. The face amount of the Letter of Credit and any replacements or renewals of it must be maintained by Tenant, through and including the date that is 180 days after the expiration of the Term or termination of this Agreement, as follows: the face amount of the Letter of Credit must at all times equal \$21,975 the first and second Lease Year and in each Lease Year thereafter be 50% of an amount equal to the License Fee Tenant is required to have paid the City for the immediately preceding Lease Year, excluding any Additional Rent. The Letter of Credit must be in the form set forth in Exhibit 7 or as otherwise approved by the Corporation Counsel.
- (ii) In lieu of the Letter of Credit, Tenant may provide cash or a cashier's check in the same amount for immediate deposit in the City's accounts. The Letter of Credit, cash or cashier's check, as applicable, is referred to in this Agreement as the "Security." The original Letter of Credit, and all replacements of it, must be issued with an expiry date of at least one year after their respective dates of issuance. The Security secures the faithful performance by Tenant of all of Tenant's obligations under this Agreement. The Commissioner is entitled to draw on any such Letter of Credit unless proof of renewal of the Letter of Credit or a replacement Letter of Credit in form and substance satisfactory to the Corporation Counsel has been furnished to the Corporation Counsel at least 30 days before its expiration date. The City will hold the proceeds as a cash Security to secure the full and faithful performance of Tenant's obligations under this Agreement. The Commissioner is not obligated to pay or credit Tenant with interest on any Security.
- (iii) The Commissioner also is entitled to draw on the Letter of Credit in whole or in part upon the occurrence of an Event of Default, in which event the Commissioner is entitled to apply or retain all or any part of the proceeds of it or any cash or other Security deposited by Tenant and held by the City for the payment of any obligation of Tenant arising before or after the Event of Default.
- (iv) The Letter of Credit must provide that the Commissioner may draw upon the Letter of Credit in whole or in part upon the delivery by the Commissioner to the issuer of the Letter of Credit of a demand for payment, purportedly signed by the

Commissioner, together with a written statement that the Commissioner is entitled to draw upon the Letter of Credit under the terms of this Agreement. If amounts are drawn upon the Letter of Credit or amounts of a cash Security are applied by the Commissioner in accordance with the terms of this Agreement, Tenant must reinstate the Letter of Credit or cash Security to its full amount required in this Agreement within 5 days following 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 Agreement or under law.

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

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

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

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

ARTICLE 9 DEFAULT, REMEDIES AND TERMINATION

9.1 Events of Default. The following A. through N. constitute Events of Default by Tenant under this Agreement. The Commissioner will notify Tenant in writing of any event that the Commissioner believes to be an Event of Default. Tenant will be given an opportunity to cure the Event of Default within a reasonable period of time, as determined by the Commissioner, but not to exceed 30 days after written notice of the Event of Default; provided, that (i) if a provision of this

Agreement provides for a different cure period for a particular Event of Default, that different cure period will apply; (ii) if a provision of this Agreement does not allow a right to cure a particular Event of Default, there will be no right to cure; and (iii) if neither (i) or (ii) apply and if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Tenant promptly begins and diligently and continuously proceeds to cure the failure within the time period granted and after that continues to diligently and continuously proceed to cure the failure, and the failure is reasonably susceptible of cure within 45 days from delivery of the notice, Tenant will have the additional time, not in any event to exceed 45 days, to cure the failure.

A. Any material misrepresentation made by Tenant to the City in the inducement to City to enter this Agreement or in the performance of this Agreement. There is no right to cure this Event of Default.

B. Tenant's failure to make any payment in full when due under this Agreement and failure to cure the default within five days after the City gives written notice of the non-payment to Tenant. In addition, Tenant's failure to make any such payment within five days after the written notice more than three times in any Lease Year constitutes an Event of Default without the necessity of the City giving notice of the fourth failure to Tenant or any opportunity to cure it.

C. Tenant's failure to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Tenant contained in this Agreement.

D. Tenant's failure to promptly and fully perform any obligation or duty, or to comply with any restriction of Tenant contained in this Agreement concerning Transfer or Change in Ownership, whether directly or indirectly, of Tenant's rights or interests in this Agreement or of the ownership of Tenant.

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

F. Tenant's failure to conduct Concession operations in any Retail Space at all times Tenant is required to do so under this Agreement.

G. Tenant's failure to comply with the Value Pricing policy.

H. Tenant's failure to begin or to complete its Improvements on a timely basis or to timely open for business in the Leased Space or any portion of it.

I. An Event of Default by Tenant or any Affiliate under any other agreement it may

presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period.

J. Tenant or Guarantor, if any, does any of the following and the action affects Tenant's ability to carry out the terms of this Agreement:

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

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

L. Tenant is dissolved.

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

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

9.2 Remedies.

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

A. Terminate this Agreement with respect to all or a portion of the Leased Space and exclude Tenant from that part of the Leased Space affected by the termination. If the Commissioner

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

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

C. At any time after the occurrence of any uncured Event of Default, whether or not the Lease under this Agreement has been terminated, reenter and repossess the Leased Space and/or any part of it with or without process of law, so long as no undue force is used, and the City has the option, but not the obligation, to re-lease all or any part of the Leased Space. The City, however, is not required to accept any Tenant proposed by Tenant or to observe any instruction given the City about such a re-lease. The failure of the City to re-lease the Leased Space or any part or parts of it does not relieve or affect Tenant's liability under this Agreement nor is the City liable for failure to re-lease. Reentry or taking possession of the Leased Space does not constitute an election on the City's part to terminate this Agreement 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 Agreement for any previous uncured Event of Default. For the purpose of re-leasing, the Commissioner may decorate or make repairs, changes, alterations or additions in or to the Leased Space to the extent deemed by the Commissioner to be desirable or

convenient, and the cost of the decoration, repairs, changes, alterations or additions will be charged to and payable by Tenant as Additional Rent under this Agreement. Any sums collected by the City from any new Tenant obtained on account of Tenant will be credited against the balance of the Rent due under this Agreement. Tenant must pay the City monthly, on the days when payments of Rent would have been payable under this Agreement, the amount due under this Agreement less the amount obtained by the City from the new Tenant, if any.

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

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

F. Seek and obtain money damages; including special, exemplary, incidental and consequential damages.

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

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

I. Accept the assignment of any and all Subcontracts between Tenant and the design and construction Subcontractors.

J. require Tenant to terminate a Subcontractor that is causing breaches of this Agreement.

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

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

regulations.

- B. The Commissioner, in making any payment that Tenant has failed to pay:
- (i) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim;
 - (ii) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien that may be asserted; and
 - (iii) in connection with the completion of construction, furnishing or equipping of the Leased Space or the licensing, operation or management of the Leased Space or the payment of any of its operating costs, may do so in such amounts and to such persons as the Commissioner may deem appropriate.

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

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

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

9.4 Effect of Default and Remedies

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

B. The City's waiver of any one right or remedy provided in this Agreement does not constitute a waiver of any other right or remedy then or later available to the City under this Agreement or otherwise. A failure by the City or the Commissioner to take any action with respect

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

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

ARTICLE 10 SPECIAL CONDITIONS

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

A. Tenant is financially solvent; Tenant holds itself to very high standards of quality and professionalism; Tenant and each of its employees and agents are competent to perform as required under this Agreement; this Agreement is feasible of performance by Tenant in accordance with all of

its provisions and requirements; Tenant has the full power and is legally authorized to perform or cause to be performed its obligations under this Agreement under the terms and conditions stated in this Agreement; and Tenant can and will perform, or cause to be performed, all of its obligations under this Agreement in accordance with the provisions and requirements of this Agreement

B. Tenant is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois; 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 Agreement on behalf of Tenant has been duly authorized to do so by Tenant; all approvals or consents necessary in order for Tenant to execute and deliver this Agreement have been obtained; and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated, nor the fulfillment of or compliance with the terms and conditions of this Agreement:

- (i) conflict with or result in a breach, default or violations of: Tenant's organizational documents; any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any Lease or permit; or any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Tenant is now a party or by which it is bound; or
- (ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Tenant under the terms of any instrument or agreement.

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

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

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

G. Tenant has not and will not knowingly used the services of any person or entity for any purpose in its performance under this Agreement, when such person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or

federal law, rule or regulation, or when person or entity has an interest that would conflict the performance of services under this Agreement.

H. There was no broker instrumental in consummating this Agreement and no conversations or prior negotiations were had with any broker concerning the rights granted in this Agreement with respect to the Leased Space. Tenant 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. Neither Tenant nor any Affiliate of Tenant, nor any subtenant or affiliate of subtenant, is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U. S. Department of Commerce or their successors, or on any other list of persons with which the City may not do business under applicable law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, and Entity List, and the Debarred List.

J. Tenant, and to the best of Tenant's knowledge, its Affiliates, Subcontractors, any of their respective owners holding 7.5% or more beneficial ownership interest, and any of Tenant's directors, officers, members, or partners:

- (i) have no interest, directly or indirectly, that conflicts in any manner or degree with Tenant's performance under this Agreement;
- (ii) have no outstanding parking violation complaints or debts, as the terms are defined in Section 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;
- (iii) are not in default under any other City contract or agreement as of the Effective Date, nor have been deemed by the City to have been in default of any other City contract or agreement within five years immediately preceding the Effective Date;
- (iv) are not in violation of the provisions of § 2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency;
- (v) are not delinquent in the payment of any taxes due to the City; and
- (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 Agreement.

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

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

- (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (ii) the nature of the 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 Agreement;
- (iv) the general conditions that may in any way affect this Agreement or its performance; the compensation provisions of this Agreement; or
- (v) 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 Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it.

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

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

B. Tenant has provided the Commissioner with an Economic Disclosure Statement and Affidavit ("EDS") for itself and EDSs for all entities with an ownership interest of 7.5 percent or more in Tenant, copies of which are attached to this Agreement as Exhibit 10. Upon request by the Commissioner, Tenant must further cause its Subcontractors, subtenants, sublicensees and proposed Transferees (and their respective 7.5 percent owners) to submit an EDS to the Commissioner. Tenant must provide the Commissioner, upon request, a "no change" affidavit if the information in the EDS(s) attached as Exhibit 10 remains accurate, or revised and accurate EDS(s) if the information contained in the attached EDS(s) has changed. In addition, Tenant must provide the City revised and accurate EDS(s) within 30 days of any event or change in circumstance that renders

the EDS(s) inaccurate. Failure to maintain accurate EDS(s) on file with the City is an Event of Default.

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

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

10.5 Subcontracts and Assignments.

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

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

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

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

- (ii) Except as otherwise provided below, any transaction involving a change of any ownership interest in Tenant (or if Tenant is a joint venture or other entity comprised of other entities, then of any of the entities comprising Tenant), whether to an Affiliate, subsidiary or otherwise, or the transfer of an interest in any holder of a direct or indirect ownership interest in Tenant, or any merger or consolidation of Tenant (individually and collectively, "Change in Ownership"), is subject to the consent of:
- a. City Council if the Change in Ownership involves a 100% Change in Ownership of Tenant (or if Tenant is a joint venture or other entity comprised of other entities, 100% ownership of any of the entities comprising Tenant), or
 - b. the Commissioner if the Change in Ownership involves less than a 100% Change in Ownership of Tenant (or if Tenant is a joint venture or other entity comprised of other entities, of less than 100% of any of the entities comprising Tenant), in the sole discretion of the City Council or the Commissioner, as applicable.

Consent by the City to any such Change in Ownership does not relieve Tenant from obtaining further consent from the City for any subsequent Change in Ownership of any nature.

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

Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Change in Ownership.

- (v) Any Transfer or Change in Ownership made without the City's prior consent is an Event of Default subject to all remedies, including termination of this Agreement at the City's option, and does not relieve Tenant of any of its obligations under this Agreement for the balance of the Term. This section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Tenant or to take any other action as provided in this Agreement be deemed or construed to constitute consent to the Tenant's request by the Commissioner or by the City Council. If the City is found to have breached its obligations under this Section, then Tenant's sole remedy is to terminate this Agreement without liability to either the City or Tenant.
- (vi) Notwithstanding any permitted Transfer by Tenant of any rights under this Agreement, Tenant remains fully liable for all payments due to the City under this Agreement and for the performance of all other obligations under this Agreement. In the event of a permitted Transfer of the License or all or any portion of the Leased Space or Transfer of all or any portion of the Term, where the fees payable to Tenant exceed the Rent or pro rata portion of the Rent under this Agreement, as the case may be, for the License, Leased Space or Term, Tenant must pay the City monthly, as Additional Rent, at the same time as the monthly installments of other Rent under this Agreement that are payable in monthly installments, the excess of the fees payable to Tenant pursuant to the Transfer over the Rent payable to the City under this Agreement.
- (vii) Any or all of the requests by Tenant for consents under this Section must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer or Change in Ownership if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer or Change in Ownership if the City Council's consent is required, unless the City determines that more time is required. All requests for consent must include copies of the proposed documents of Transfer or Change in Ownership, evidence of the financial condition, reputation and business experience of the proposed transferee, completed Economic Disclosure Statements and Affidavits for all involved parties in the form then required by the City, and such other documents as the City may reasonably require to evaluate the proposed Transfer or Change in Ownership. All documents of Transfer or Change in Ownership must completely disclose any and all monetary considerations payable to Tenant in connection with the Transfer or Change in Ownership. Consent to a Transfer or Change in Ownership proposed under this Agreement is in the sole and absolute

discretion of the City and, as a condition of the consent, the City may require a written acknowledgment from Tenant that, notwithstanding the proposed Transfer or Change in Ownership, Tenant remains fully and completely liable for all obligations of Tenant under this Agreement.

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

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

D. Assignment of Subleases, Sublicenses and Subcontracts.

- (i) Tenant shall assign to the City all of Tenant's right, title and interest in and to each and every permitted sublease and sublicense and each and every Subcontract with a design and construction Subcontractor, now or later executed by Tenant in connection with the License or the Leased Space or any part of it. In connection with the assignment, Tenant must deliver all originally executed subleases, sublicenses and Subcontracts to the Commissioner. Any such assignment will become operative and effective only when and if the City accepts the assignment by giving written notice to Tenant and:
 - a. either this Agreement and the Term of this Agreement or Tenant's right to possession under this Agreement are terminated pursuant to Article 9; or
 - b. in the event of the issuance and execution of a dispossession warrant or of any other re-entry or repossession by the City under the provisions of this Agreement; or
 - c. if an Event of Default exists.
- (ii) At the time, if any, that the assignment becomes effective as provided above, the subtenants or Subcontractors will be deemed to have waived all claims, suits, and

causes of action against the City arising out of or relating to the period before the effective date of the assignment. Further, in no instance will the City be responsible for any claims by a subtenant or Subcontractor arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Tenant, its officials, employees, or agents.

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

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

B. It is the duty of Tenant and all officers, directors, agents, partners, and employees of Tenant to cooperate with the Inspector General of the City in any investigation or hearing undertaken under Chapter 2-56 of the Municipal Code. Tenant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. Tenant must inform all Subcontractors of this provision and require under each Subcontract compliance herewith by each Subcontractor as to each such

Subcontractor and all of its officers, directors, agents, partners and employees.

C. Tenant must not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental Laws, except in full compliance with all Environmental Laws. Tenant must not use or allow the Leased Space to be used for the storage of any such hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the Concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Agreement, Tenant must surrender the Leased Space to the City free from the presence and contamination of any hazardous substances.

D. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Municipal Code (collectively, the "Waste Sections"):

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

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

11-4-1410 Disposal in waters prohibited;

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

11-4-1450 Gas manufacturing residue;

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

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

11-4-1550 Operational requirements;

11-4-1560 Screening requirements; and

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

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

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

F. Prohibition on Certain Contributions (Mayoral Executive Order No. 05-1):

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

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

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

4. Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

5. Tenant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default)

under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

6. If Tenant violates this provision or Mayoral Executive Order No. 05-1 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:

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

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

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

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

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

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

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

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

I. Visual Rights Act.

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

other structure in such a way that removing, storing, relocating, reinstalling or transferring the Artwork will cause the destruction, distortion, mutilation or other modification of the Artwork.

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

10.7 Airport Security.

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

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

C. Gates and doors located on the Leased Space, if any, that permit entry into restricted areas at the Airport must be kept locked by Tenant at all times when not in use or under Tenant's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner or the Commissioner's designee without delay and must be kept under constant surveillance by Tenant until the malfunction is remedied.

D. In connection with the implementation of its security program, Tenant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Tenant acknowledges that all such knowledge and information is of a highly confidential nature. Tenant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the Commissioner in advance in writing. Tenant further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Tenant's covenants and agreements as set forth in this section.

10.8 Non-Discrimination.

A. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that: (i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Space; (ii) in the construction of any Improvements on, over, or under the Leased Space and the furnishing of services in them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (iii) Tenant will use the Leased Space in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as those regulations may be amended; and (iv) Tenant shall operate the Concession on a fair, equal, and not illegally discriminatory basis to all users of it, and shall charge fair, reasonable, and nondiscriminatory prices for Merchandise (but Tenant is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.) In addition, Tenant assures that it will comply with all other pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance.

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

forth the provisions of this non-discrimination clause.

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

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

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

F. Tenant must insert these non-discrimination provisions in any agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Space. Tenant must incorporate all of the above provisions in all agreements entered into with any subtenants, suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement, and Tenant must require them to comply with the law and enforce the requirements. In all solicitations either by competitive bidding or negotiations by Tenant for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier must be notified by Tenant of the Tenant's obligations under this Agreement relative to nondiscrimination.

G. Noncompliance with this Section will constitute a material breach of this Agreement; therefore, in the event of such breach, Tenant authorizes the City to take such action as federal, state or local laws permit to enforce compliance, including judicial enforcement. In the event of Tenant's noncompliance with the nondiscrimination provisions of this Agreement, the City may impose such sanctions as it or the Federal or state government may determine to be reasonably appropriate, including cancellation, termination or suspension of the Agreement, in whole or in part.

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

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

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

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

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

10.13 Aviation Easement. There is reserved to the City, its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Leased Space. This public right of flight includes the right to cause in the airspace any noise

inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport. Tenant by accepting this Lease agrees for itself, its successors, and assigns that it will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard. If these covenant is breached, the City reserves the right to enter upon the Leased Space and cause the abatement of the interference at the expense of Tenant.

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

ARTICLE 11 GENERAL CONDITIONS

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

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

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

requires approval by the City Council.

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

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

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

11.7 Notices. Any notices or other communications pertaining to this Agreement must be in writing and are deemed to have been given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices are deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, 3 days after deposit in the U.S. mails, or otherwise upon refusal of receipt. Unless otherwise directed by Tenant in writing, all notices or communications from City to Tenant will be addressed to the person identified as the Tenant's contact person in the Tenant's Economic Disclosure Statement and Affidavit, as attached as Exhibit 10, with a courtesy copy (not a required copy) to:

Horwood Marcus J. Berk Chartered
180 N. LaSalle Street; Ste. 3700
Chicago, Illinois 60601
Attn: Kenneth Klassman

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: Deputy Commissioner of Concessions at the same address.

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

City Comptroller
City of Chicago
City Hall - Room 501
121 N. LaSalle Street
Chicago, Illinois 60602

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

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

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

11.8 Successors and Assigns; No Third Party Beneficiaries. This Agreement 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 Agreement. Nothing in this Agreement, express or implied, is intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the parties and their successors and assigns, any right, remedy, obligation, or liability under, or by reason of, this Agreement unless otherwise expressly agreed to by the parties in writing. No benefits, payments or considerations received by Tenant for the performance of services associated and pertinent to this Agreement must accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or to any other person or persons identified as agents

of, or who are by definition an employee of, the City. Neither this Agreement nor any rights or privileges under this Agreement are an asset of Tenant or any third party claiming by or through Tenant or otherwise, in any bankruptcy, insolvency or reorganization proceeding.

11.9 Subordination.

A. This Agreement is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Agreement, then Tenant consents to the changes to this Agreement.

B. This Agreement and all rights granted to Tenant under this Agreement are expressly subordinated and subject to any existing agreement or any Use Agreement with any airline utilizing the Airport, including the Terminals, and any existing agreement with any airline consortium pertaining to the operation of the Airport, including the Terminals.

C. To the extent of a conflict or inconsistency between this Agreement and any agreement described in paragraphs A. and B. above, those provisions in this Agreement so conflicting must be performed as required by those agreements referred to in paragraphs A. and B.

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

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

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

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

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

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

B. the dates to which 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 Agreement, or, if in default, the nature of it in detail;

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

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

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

11.16 Limitation of City's Liability. Tenant, its subtenants and Subcontractors must make no claims against the City for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement. All Tenant, subtenant, and Subcontractor personal property upon the Leased Space or upon any other part of the Airport, is at the risk of Tenant, subtenant, or Subcontractor respectively only, and the City is not liable for any loss or damage to it or theft of it or from it. The City is not liable or responsible to Tenant, its subtenants or Subcontractors, and Tenant waives, and will cause its subtenants and Subcontractors likewise to waive, to the fullest extent permitted by law, all claims against the City for any loss or damage or inconvenience to any property or person or any lost profits

any or all of which may have been occasioned by or arisen out of any event or circumstance, including theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or water leakage, steam, excessive heat or cold, falling plaster, or broken glass; or any act or neglect of the City or any occupants of the Airport, including the Terminals or the Leased Space, or repair or alteration of any part of the Airport, or failure to make any such repairs or any other thing or circumstance, whether of a like nature or a wholly different nature. If the City fails to perform any covenant or condition of this Agreement that the City is required to perform and, notwithstanding the foregoing, Tenant recovers a money judgment against the City, the judgment must be satisfied only out of credit against the Rent and other monies payable by Tenant to the City under this Agreement, and the City is not liable for any deficiency except to the extent provided in this Agreement and to the extent that there are legally available Airport funds.

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

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

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

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

SIGNATURE PAGE

SIGNED:

CITY OF CHICAGO

By: Richard M. Daley ^{6/15/10}
Mayor

RECOMMENDED BY: [Signature]
Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Senior Counsel

Voges, Ltd. (TENANT)

By: [Signature]

Its: Owner
[Title] Katrina Markoff

Date: June 15, 2010

[Notary] [Signature]



(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 referred to in this Retail Concession Lease and License Agreement with Voges, Ltd. read as follows:

(Sub)Exhibit 1.

(To Retail Concession Lease And License Agreement With Vosges, Ltd.)

Term Sheet.

TERM SHEET FOR CONCESSION AGREEMENT ("AGREEMENT")
between
THE CITY OF CHICAGO ("CITY")
and
Vosges, Ltd. d/b/a Vosges Haut-Chocolat
at
CHICAGO O'HARE INTERNATIONAL AIRPORT

1. **Tenant.** Vosges Ltd., an Illinois corporation
2. **Lease Term.**

Initial Term:	Begins on the Date that the Agreement is fully executed by both parties and expires on the fifth Anniversary of the Date of Beneficial Occupancy of the Leased Space.
Option Periods:	Commissioner may extend the term up to two years.
Holdover:	Month to month
3. **Leased Space.** Two locations to be determined by Commissioner with a total of approximately 357 square feet (plus or minus 10 percent) of Leased Space.

The Commissioner may delete portions of the Leased Space upon relocation or upon certain events of default.
4. **Additional Space.** The Commissioner may from time to time make additional space available to Tenant not to exceed 2,000 square feet in the aggregate. Tenant may accept or reject.
5. **Permitted Use.** Tenant will be permitted to use the Leased Space for the sale of packaged chocolate gift items, bottled beverages, high end snack items and for no other purpose. Bottled beverages and snack items not to exceed 20% of selling area.
6. **Rent.**

Tenant will pay the following as rent:
 - a. **Base Rent:** \$45.00 per square foot of Leased Space for the first Lease year; the amount to escalate at three percent per year for each succeeding year. If storage space is assigned to Tenant, Base Rent will be assessed on the storage space.
 - b. **License Fee:** (i) OR (ii) below, whichever is greater:

- (i) Percentage Fee: 11 percent of gross revenue.
- (ii) Minimum Annual Guarantee Fee: \$43,950 annually in years one and two. Commencing with the third Lease year and each Lease year after that, Minimum Annual Guarantee Fee is equal to the greater of (A) 85% of the License Fee in the preceding Lease year, or (B) the prior year Minimum Annual Guarantee Fee, but never less than \$43,950.

c. Marketing Fee

Tenant will pay a fee of 0.5 percent of gross revenues as contribution to the marketing fund.

d. Central Distribution; Deliveries

In the event that the City establishes a central distribution facility for concessions at the Airport, the Commissioner may require the Tenant to use such facility for all of Tenant's deliveries to the Airport and to pay a proportionate share of the costs of operating and maintaining such facility and the costs of transporting such deliveries from the facility to Tenant's Leased Space.

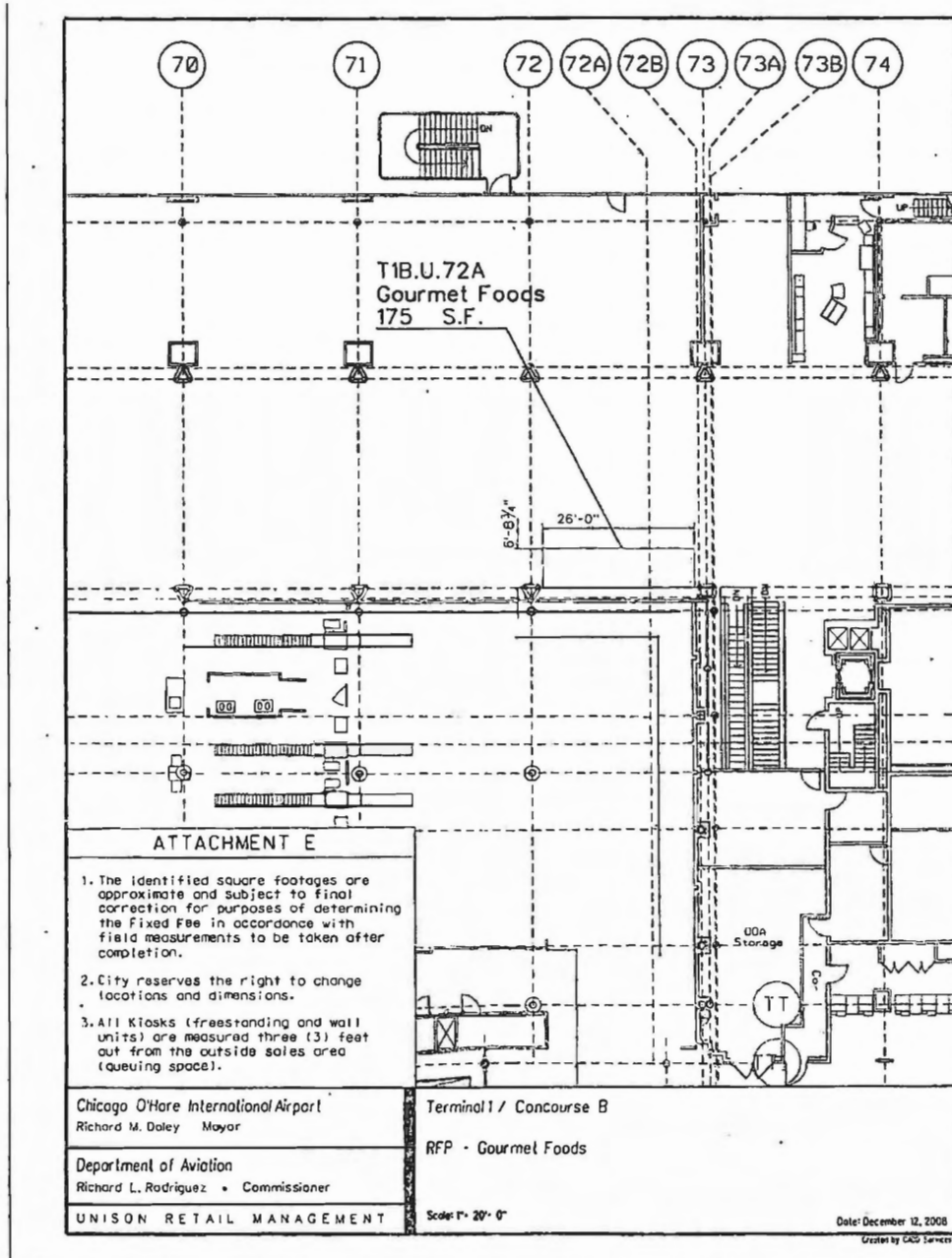
7. Security. For the first Lease year, the security is equal to \$21,975. For each succeeding Lease year, the security must be equal to 50% of the total amount of the License Fee paid to the City for the immediately preceding Lease year. The security may be in the form of cash or letter of credit in a form acceptable to the Commissioner.
8. Gross Revenues. The total amount in dollars at the actual sales price of all receipts derived from business conducted from the Leased Space including all mail or telephone sales, all deposits not refunded to purchasers, all orders taken in the Leased Space, receipts from promotions, advertising and income derived from retail display advertising, and any other use of the of the Leased Space. Gross Revenues do not, however, include: any sums collected for and paid out by Tenant for any taxes; the amount of cash or credit refunds, if the original sale was made from the Leased Space and included in Gross Revenues; bona fide transfers of merchandise to or from the Leased Space to any other stores or warehouse of the Tenant; sale of fixtures and store equipment not in the ordinary course of Tenant's business; returns to shippers, suppliers or manufacturers; bulk sales of merchandise not sold to the public and not in the ordinary course of business; insurance proceeds from the settlement of claims for loss or damages of improvements, merchandise, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance; and such other exclusions as the Commissioner may determine to be usual and customary in the industry.

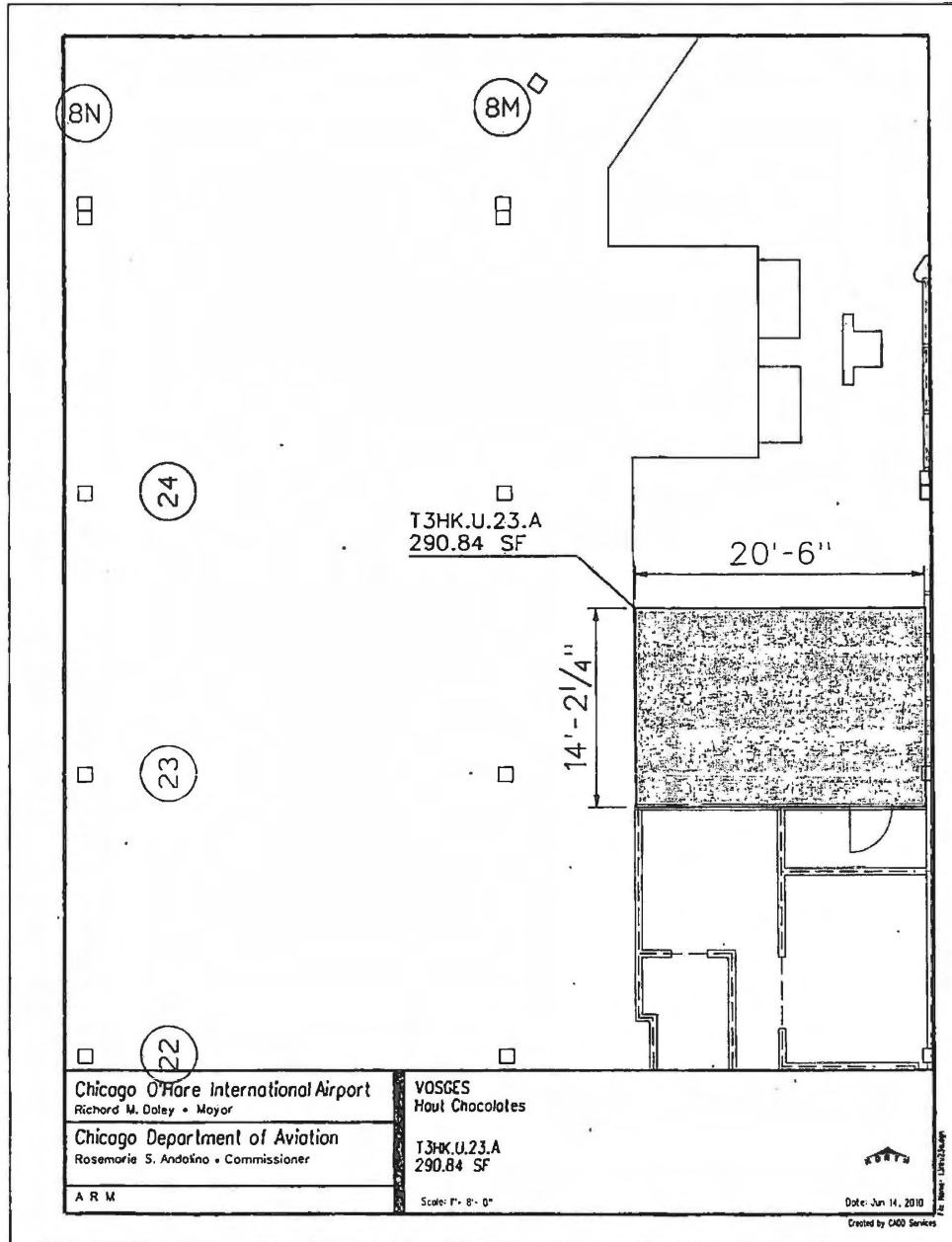
9. **Sublicensing, Assignment or Transfer of Interest.** Tenant must obtain Commissioner approval to sell, assign, convey, pledge, encumber or otherwise transfer all or any part of its rights or interests in or to the Agreement, the Leased space, the term, or otherwise to permit any third party to use the Leased space. Any transaction involving a transfer of all of the ownership interest in Tenant is subject to the approval of the City Council; other transfers of ownership interests in the Tenant are subject to the Commissioner's approval.
10. **ACDBE Participation.** Tenant is City-certified ACDBE.
11. **Capital Investment.** Tenant will invest a minimum of \$200 per square foot for in-line sites (concession space other than kiosks) and \$40,000 per kiosk (non-mobile, freestanding concession space).
12. **Amortization.** For purposes of determining amounts due to Tenant for unamortized costs, Tenant will amortize the reasonable costs (as determined by the Commissioner) of its capital investment in the Leased Space over five years from the Date of Beneficial Occupancy, straight-line basis. If the City takes back any Leased Space and does not offer relocation space (or if the Tenant rejects relocation space that is offered by the City because the location is not comparable in size, visibility and traffic), the Tenant will be entitled to offset, against rent and fees due to the City, its unamortized costs of capital investment (prorated for any partial year) for the Leased Space being taken back. If the offset exceeds amounts due to the City at the expiration or termination of the lease, the City will refund the excess. The City has no obligation to pay Tenant any other amount, including but not limited to lost profits for the unexpired term. Tenant will not be entitled to such an offset, refund or any other amount if the City takes back Leased Space as a remedy for Tenant's default.
13. **City Construction Obligations.** None. City to deliver shell and core "as is" to Tenant.
14. **Utilities.** City to provide heating, ventilation and cooling of terminal common areas. Tenant to maintain utility lines and provide supplemental heating, cooling and exhaust facilities in Leased Space and to bear cost of those utilities.
15. **Pricing.** Tenant will be required to price its merchandise in accordance with standards generally reflective of "value prices" approved by the Commissioner, the nature and comparables of which will be described in the Agreement.
16. **General Conditions.** The Agreement may include provisions typically found in commercial concession agreements or agreements of comparable duration, as well as provisions typically found in concession leases of government-owned property (e.g. City ownership of improvements, the City as additional insured, indemnification of the City). In addition, the Agreement will be subject to compliance with all statutory and policy requirements for conducting operations at the Airport and for documenting compliance with those requirements.

This term sheet does not constitute a binding agreement between the Tenant and the City; City Council approval of this Term Sheet and a fully executed Agreement are required.

(Sub)Exhibit 2.
(To Retail Concession Lease And License Agreement With Vosges, Ltd.)

Leased Space.





*(Sub)Exhibit 3.**(To Retail Concession Lease And License Agreement With Vosges, Ltd.)**Improvements, Improvement Costs And Completion Dates.***8 Capital Investment and Financing Sources Plan**

Please provide estimated capital investment for each location proposed and financing sources. Indicate improvements and furnishings, fixtures and equipment. If Respondent is a partnership, joint venture, or LLP or LLC, indicate the percentage of equity or borrowings that each partner, joint venturer, or LLP or LLC member or manager will provide. Use the following format. Attach additional sheets if necessary.

Location T3.U.8M.B ***Store Name:** Vosges Haut-Chocolat

*T1B.U.72A is already built in space so no build out costs would be necessary for this space.

Respondent's Estimated Capital Investment

A. Architectural & Engineering Fees	\$	25,000
B. Improvements	\$	60,000
C. Furnishing, Fixtures and Equipment	\$	175,000
D. Working Capital	\$	75,000
E. Initial Inventory	\$	20,000
F. Other (please specify)	\$	N/A
G. Total Investment	\$	335,000

Financing Sources

A. Debt (by source)	\$	250,000
B. Equity	\$	105,000
C. Total Investment	\$	355,000

(Sub)Exhibit 4.

(To Retail Concession Lease And License Agreement With Vosges, Ltd.)

City's Shell And Core Obligation.

The City and the Department of Aviation will deliver the Leased Space to Vosges, Inc. in as is condition.

(Sub)Exhibit 5.
(To Retail Concession Lease And License Agreement With Vosges, Ltd.)

Merchandise And Price List.

b) Proposed Menu and Merchandising

Chocolate Gift category items range in price from \$2.25 for a single truffle to \$375.00 for items much as the Sensory Collection. See a sample menu below.

Vosges Haut-Chocolat Menu

Truffles

Exotic Collection, \$2.25 per truffle

- Chef Pascal- Kirsch, dark chocolate, dried Michigan cherry*
- Naga- Sweet Indian curry powder, coconut, milk chocolate*
- Woolloomooloo- Australian macadamia nut, coconut, milk chocolate*
- Budapest- Sweet Hungarian paprika, dark chocolate*
- Wink of the Rabbit- Soft caramel, milk chocolate, New Mexican Pecan*
- Oaxaca- Guajillo y pasilla chillies, dark chocolate, pumpkin seeds*
- Ambrosia- Macadamia nuts, Cointreau, white chocolate*
- Black Pearl- Ginger, wasabi, dark chocolate, black sesame seeds*
- Viola- Milk chocolate, candied violet flower*
- Giandua- Crunchy hazelnut praline, milk chocolate, praline bits*
- Absinthe- Chinese star anise, fennel, pastis, dark chocolate, cocoa powder*

Collezione Italiana \$2.50 to \$2.75 per truffle

- Balsamico- Twelve year aged balsamic vinegar, dark chocolate, hazelnuts*
- Olio d'Oliva- Extra virgin olive oil, white chocolate, dried kalamata Olives*
- Rooster- Taleggio cheese, organic walnuts, Tahitian vanilla bean, bittersweet dark chocolate*
- Sale del Mare- Sicilian sea caramel, milk chocolate, pine nut*
- Polline di Finocchio- Wild Tuscan fennel pollen, dark chocolate*

Aztec Collection \$2.25 per truffle

- Xocatl- Mexican vanilla bean, milk chocolate*
- Red Fire- Ancho chili powder, Ceylon cinnamon, Venezuelan dark Chocolate*
- Dulce de Leche- Argentinean dulce de leche, milk chocolate, Costa*

*Rican Cashews**Tlan Nacu- Mexican vanilla bean, Venezuelan dark chocolate*

Truffle Gift Boxes

2 Piece Truffle Gift Box- \$5.25

4 piece Truffle Gift Box- \$10.50

9 Piece Truffle Gift Box- \$27

16 Piece Truffle Gift Box- \$40

32 Piece Truffle Gift Box- \$75

Exotic Drinking Chocolates Gift Boxes (Descriptions see above)

Aztec Elixir 8 oz gift box- \$15

Parisienne 8 oz gift box- \$15

Bianca 8 oz gift box- \$17

Caramel Toffee- *Toffee, Pink Himalayan salt, deep milk chocolate, organic walnuts and pecans*
¼ pound- \$10

½ pound- \$20

1 pound- \$33

Organic Peanut Butter Bonbons- *Organic peanut butter, pink Himalayan salt, Maldon salt, deep milk chocolate*

4 piece gift box- \$10

9 piece gift box- \$27

Caramel Marshmallow gift box- *Bapchi's Caramel Toffee crumbles, Madagascar bourbon vanilla marshmallows, sweet caramel, French Guerande grey sea salt, dark chocolate*
9 piece gift box- \$27

Brownies- \$4.75

Arriba Nib Brownie- *Ecuadorian Arriba cocoa nibs, dark chocolate*Red Fire Brownie- *Ancho + guajillo chili peppers, cocoa nibs, dark chocolate*

Cookies- \$5.50

Naga- *Sweet Indian curry, fresh coconut, pumpkin puree, Woolloomooloo milk chocolate chips*Caramel Toffee- *Bits of our Bapchi's Caramel Toffee*Bianca- *White chocolate, lavender flowers, Australian lemon myrtle*Costa Rican Chocolate Chip- *Single origin Costa Rican dark chocolate chips*Organic Wink of the Rabbit Pecan Caramels- *Sugar, cream, butter and pecans*

4 piece- \$10.50

18 piece- \$29

Travel the world through Chocolate Caramels- *Indigenous herbs, spices, roots, liqueurs and flowers from around the world float within 18 butter soft caramel bites, enrobed in dark or milk chocolate.*

18 piece gift box- \$37

Candy Bars- \$7.50 per bar.

Mo's Bacon Bar- *45% cacao applewood smoked bacon + alder wood smoked salt + deep milk chocolate*

Sugar-free Red Fire- *62% cacao Mexican ancho & chipotle chillies + Ceylon cinnamon + dark chocolate*

Red Fire- *55% cacao Mexican ancho & chipotle chillies + Ceylon cinnamon + dark chocolate*

Black Pearl- *55% cacao ginger + wasabi + black sesame seeds + dark chocolate*

Gianduia- *55% cacao almonds + caramelized hazelnut paste + deep milkchocolate*

Naga- *45% cacao sweet Indian curry + coconut + deep milk chocolate*

Matcha- *45% cacao Japanese matcha green tea + deep milk chocolate*

Goji- *45% cacao goji berries + pink Himalayan salt + deep milk chocolate*

D'Olive- *33% cocoa cocoa butter dried kalamata olives + Venezuelan white chocolate*

Calindia- *65% cacao Indian green cardamom + organic California walnuts + dried plums + Venezuelan dark chocolate*

Barcelona- *45% cacao hickory smoked almonds + grey sea salt + deep milk chocolate*

Creole- *70% cacao New Orleans style chicory coffee + cocoa nibs + Sao Thome bittersweet chocolate*

Oaxaca *75% cacao guajillo & pasilla chillies + Tanzanian bittersweet chocolate*

Woolloomooloo *45% cacao roasted & salted macadamia nuts + hemp seeds + deep milk chocolate*

**Six organic candy bars*

Mini Bars- \$2.25 per bar

Flavors include Red Fire, Black Pearl, Gianduia, Naga, Creole, Oaxaca,

Barcelona, Woolloomooloo, and Macha (See above list for ingredient details)

Water in PLA (cornstarch plastic)-\$4.00

Potato Chips- \$4.00

Organic cheese and chocolate sandwiches- \$8

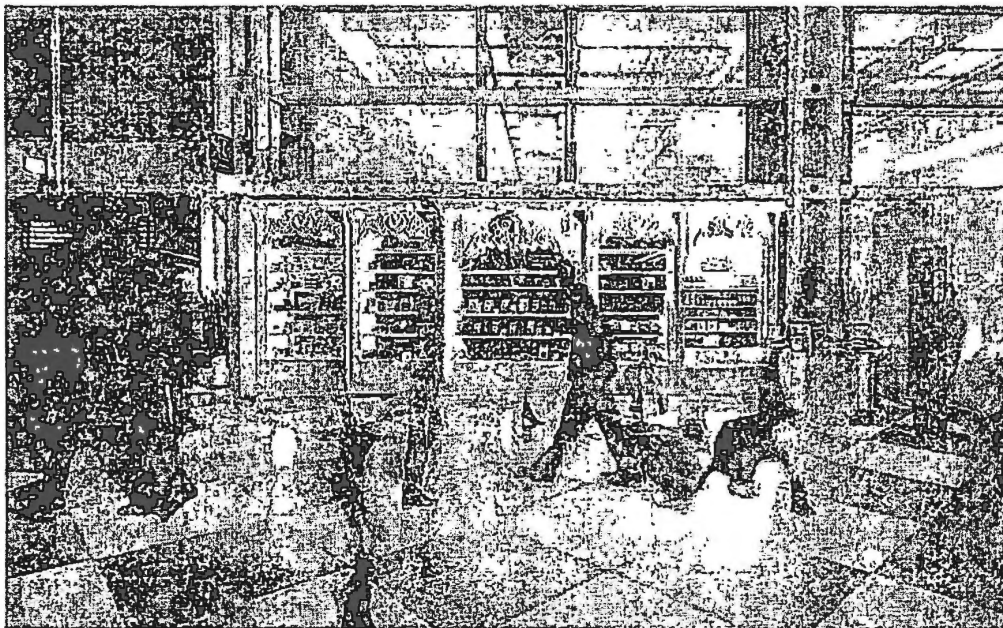
Vosges Haut-Chocolat Tee Shirts- \$45

Objects of Art- Internationally sourced, price range from \$20 to \$200

Buddha heads, Tibetan prayer wheel, Indonesian Puppets, Oaxacan "Day of the Dead" figures

c) visual presentation

The store would look something like the below but with more embellishment due to the longer term lease.



d) Hours of operation will be from 8 am to 9pm 365 days a year.

e) Presentation of Chicago concepts, themes and products are well represented in the attached catalog. As Vosges Haut-Chocolat is made in Chicago we will highly promote this as we do at our current O'Hare location. Lovely signage states "Vosges Haut-Chocolat made in Chicago."

(Sub)Exhibit 6.
(To Retail Concession Lease And License Agreement With Vosges, Ltd.)

Airport Concessions Program Handbook.

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

Jorge Perez, Deputy Commissioner of Concessions
(773) 686-3740 (office)
jorge.perez@cityofchicago.org (email)

UNISON RETAIL MANAGEMENT



Unison Retail Management Physical & Shipping Location:

Unison Retail Management
O'Hare International Airport
Terminal 3 Mezzanine
Above Delta Ticketing
Chicago, IL 60666

(Use for all common carriers such as Fed Ex)

Unison Retail Management Mailing Address (US mail only):

Unison Retail Management
O'Hare International Airport
Terminal 3 Mezzanine
P.O. Box 66142
Chicago, IL 60666

Unison Office Hours:

Monday-Friday
8:30 a.m. - 5:00 p.m.

(773) 894-3900 (main number)

(773) 894-3910 (fax number)

UNISON TEAM:

Diana Miller, General Manager
(773) 894-3905 (office)

[REDACTED]
Diana.miller@cityofchicago.org (email)

Property

Logan Burnett, Property Manager
(773) 894-3903 (office)

[REDACTED]
lburnett@cityofchicago.org (email)

Operations

Dorine Litman, Operations Manager
(773) 894-3908 (office)

[REDACTED]
dorine.litman@cityofchicago.org (email)

Design & Construction

Victor Franco, Tenant Coordinator
(773) 894-3380 (office)

[REDACTED]
vfranco@cityofchicago.org (email)

Accounting

Yolanda Woodruff, Accountant
(773) 894-5463 (office)

ywoodruff@cityofchicago.org (email)

Administrative

DaVerne Fenn, Administrative Assistant
(773) 894-3902 (office)

daverne.fenn@cityofchicago.org (email)

Teresa McArthur

(773) 894-5433 (office)

teresa.mcarthur@cityofchicago.org (email)

UNISON RETAIL MANAGEMENT

O'Hare New Employee Open Book Quiz

This open book quiz is a great way to learn to utilize this handbook and to help a new employee learn more about our great airport. The answers are at the end of the Reference Materials section.

1. How does one get to International Terminal 5 from Terminal 1?
2. What is the phone number for the Police/Security?
3. What airlines are in Terminal 3?
4. What number would you call for an electrical emergency on a Saturday (following calling your store manager)?
5. What are the Admiral's Club and the Red Carpet Club and where are they located?
6. What is the number for the Customer Service Hotline?
7. Where does a passenger go to retrieve United Express baggage?
8. From where do American's international flights leave?
9. Where do American's international flights land?
10. Where is the CTA? How much is the CTA?
11. Which hotel is attached to the airport?
12. Where are the information booths?
13. Where is the Bus/Shuttle Center?
14. How much is a luggage cart?
15. Where are the rental car counters?

16. From where would a hotel courtesy bus pick up a passenger?

17. What is Delta Airlines' reservation phone number?

18. From what terminal does Lufthansa depart?

19. Where is the Medical Center?

EXTRA CREDIT?

1. Who departs from the Bus/Shuttle Center?

2. What was the original name of O'Hare Airport (Hint: ORD is derived from this name)?

The answers to this quiz are at the end of the Reference Materials section.

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.

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.

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

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

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.

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.

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.

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 pre-arranged 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).

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.

O'HARE MERCHANT REFERENCE GUIDE

All numbers listed have 773 area codes unless otherwise indicated.

GENERAL INFORMATION

General O'Hare Information	686-2200
Unison Retail Management (Concessions Managers – Domestic Terminals)	894-3900
Customer Service	800/832-6352
Medical Emergency Hotline	894-9111
Chicago Aviation Partners (T5 Concessions)	894-9595
Chicago Police Department CAPS Program	686-8944
Tactical Team	686-4800
Lost & Found	
Chicago Police <i>(In public areas of the terminal)</i>	686-2385
TSA <i>(At security checkpoints)</i>	377-1210
OATS <i>(On the Airport Transit System)</i>	601-1817
Standard Parking <i>(In the parking facilities)</i>	686-7532
<i>In the food service location</i>	686-6148
<i>Near ticket counters, gate area, on an airplane</i>	<i>call individual airline</i>
After Hours Trades & Maintenance (H & R)	686-2248
Media Inquiries <i>(Refer all inquiries to DOA)</i>	686-3700
Promotions	686-3555
Real Estate	686-3726

CUSTOMER SERVICE

Customer Service	800/832-6352
Auto Pound	694-0990
Chapel	686-2636
CTA Info	888/968-7282
Currency Exchange	686-0180
Foreign Currency	Terminal 2 462-9966
	Terminal 3 462-9976
	Terminal 5 462-9971
Ground Transportation	686-8040
Hilton Hotel	686-8000
Lost Luggage	<i>call individual airline</i>
Mètra	312/322-6777

Medical Center		894-5100
O'Hare Communication Center		894-5000
Operators		686-2200
Pace		847/364-7223
Paging Service		686-2200
Smarte Carte		800/328-9006
Seaway Bank	Terminal 2	462-9966
	Terminal 5	462-9973
Standard Parking		686-7530
Traveler's Aid	Terminal 2	894-2427
TTY		601-8333
USO	Terminal 2	686-7396
U.S. Customs		894-2900
SHOPS		
Barbara's Bookstore	B Store	686-1099
	C Store	462-9012
	E Store	686-0846
	H/K Apex	462-9122
	T3 Store	686-0985
Brookstone	C11 Kiosk	601-8191
	F4 Store	462-0182
	T3 Store	462-9201
Chicago News & Gifts	T5 Store	894-7176
Chicago History Museum	T3 Kiosk	601-9272
Field Museum	B Kiosk	462-9465
	T3	462-9466
Harley Davidson	T3	686-4886
Hoypoloi Gallery	B Store	462-0707
Hudson News & Gifts	Main Office	686-7539
InMotion	B Store	462-9454
	T3 Store	462-9456
Landau	H/K Apex	462-0020
	*Hilton Store	462-7085
Liberty Duty Free	T1B	601-8612
	T1C	894-3495
	T2 Kiosk	894-3482
	T3 Store	686-9503
Mindworks	T5 Store	894-7223
Mont Blanc	B7 Store	462-9000
	H4 Store	686-3100

SHOPS – con't.

Oakley	T1 Store	686-9330
	T3 Kiosk	462-9115
Spirit of the Red Horse	C Kiosk	686-1820
Sunglass Hut	B9 Kiosk	686-9314
	C19	462-9706
	F Store	686-9121
	H/K Passthrough	462-9895
Talie	T3 Kiosk	686-4944
World Duty Free Americas	T5 Store	894-3580
	T5-East Store	894-3567
	T5-East Kiosk	686-0726
	T5-West Cart	686-0132

FOOD and BEVERAGE

Argo Tea Café	T3	663-4175
Auntie Anne's Pretzels	T2	894-4616
	T1C	894-7602
BJ's Market & Bakery	K15	686-6920
Berghoff Café	C26 Restaurant	601-9180
Billy Goat's Tavern	C Food Court	462-9370
Burrito Beach /B Smooth	H/K Food Court	462-0190
Café Zoots	C Food Court	686-2743
Ciao Gourmet Market	T1 – Lower Level	
Chili's Bar & Bites	B14 Restaurant	686-8492
	G10 Restaurant	696-7702
	F4 Restaurant	686-6126
	T3 West Restaurant	686-6926
Cibo Market	T2	462-9824
	T3	462-9823
Cinnabon	G6 Kiosk	686-8480
	K Food Court	686-6920
	Rotunda	686-6188

FOOD and BEVERAGE -- con't.

Corner Bakery	C Kiosk K Food Court	686-7704 686-6920
Dunkin' Donuts	H/K Food Court	462-1133
Eli's Cheesecake	B10	
Façades Liquor Bar	K15	601-8472
Fox Sports Bar & Grill	E Restaurant L Restaurant	686-6105 686-8472
Fresh Market	B9	894-4220
Galileo Bar	B20	
Garrett's Popcorn	T3	686-2080
Gold Coast Dogs	Rotunda L4 T5 Store	462-9942 462-7700 462-0125
Goose Island	C6 E18	N/A 686-6141
Great American Bagel	B Store Rotunda T3 East H Store	686-1900 686-1848 686-0663 686-0000
Host Marriott Offices	Office	686-6180
Hot Dog Express	E4	686-2746
Jamba Juice	B7	686-5859
Jazz Bar	C Food Court	601-8473
Johnny Rockets	T2	686-6117
La Tapenades Mediterranean Café	B5	686-6154
Lou Mitchell's Deli	T5 Restaurant	601-8989
McDonald's Franchisees <i>Cirilo McDonald's</i>	B12 Restaurant C08 Restaurant E/F Restaurant L Restaurant T5 Upper Level T5 Lower Level	686-1130 686-1540 601-9007 601-9000 894-3439 894-3430

FOOD and BEVERAGE -- con't.		
McDonald's Franchisees		
<i>Mendez McDonald's</i>	H Restaurant	686-1161
	K Restaurant	686-1176
	H/K Food Court	462-0123
Manchu Wok	C Food Court	686-2713
	Rotunda	686-2714
	H/K Food Court	686-2715
Nuts on Clark	B10 Kiosk	462-9300
	C19	686-0404
	E2	686-0304
	H/K Passthrough	462-9400
O'Brien's Restaurant	H/K Food Court	462-0700
O'Hare Bar & Grill	Rotunda	686-6700
Parades Bar	T5 Upper Level	462-0132
	T5 Lower Level	462-0611
Pizzeria Uno	T5 Restaurant	894-8667
Prairie Tap	H/K Food Court	686-6165
Romanos Macaroni Grill	K3	686-1053
Reggio's Pizza	C Food Court	686-0155
	C22	383-5886
	H/K Food Court	686-0117
Rocky Mountain Chocolate Factory	B14	894-3480
	H5	894-3443
Rush St. Liquor Bar	H14	601-8478
Quiznos	B11	686-8493
	T2	686-6182
Saladworks	C Food Court	686-2711
Skybridge	F8 Restaurant	686-2744
Smoothie King	B6	894-3546
Snack Bar	B18	686-6922
Starbuck's Coffee	B5	
	B9 Deli	686-6120
	B12	686-6175
	T1 - Baggage	686-1333

FOOD and BEVERAGE – con't.

Starbuck's Coffee (con't)	C4	686-8497
	C32 Kiosk	686-8496
	E11 Kiosk	686-6182
	F7 Kiosk	686-6197
	G Lower Level	686-3009
	T3 Lower Level	686-0622
	H5 Deli	686-7701
	H11b Kiosk	686-6179
	H/K Food Court	686-6165
	K Food Court	686-6920
L2 Deli	686-6139	
TCBY/Juiceworks	Rotunda	686-2745
TCBY Yogurt	L3 Store	686-8473
Unos Pizza/Chicago Hot Dog	C6	N/A
Waterworks	Rotunda	N/A
Windy City Yogurt	T5 Lower Level	894-3437
Wolfgang Puck	B6 Café	686-6154
	K12 Café	686-7934
	T3 Restaurant	686-6134
Vosges Haut-Chocolat	B6	894-4613

SERVICES

Backrub Hub	T3 Kiosk	601-0630
Chapel	T2 Mezzanine	686-2636
Hilton Business Center	T2 Lower Level	601-1743
Illinois Lottery	B10 Kiosk	N/A
	T2 Building	N/A
	T3 Building	N/A
Shoe Hospital	C1	312/922-7518
	C23	
	T-2	
	T-3	
Techshowcase	T2	894-5977

RETAIL CONCESSIONAIRES
O'Hare Hilton Hotel
773-686-8000

Retailers

Clothes Hangar	686-0206
Landau Jewelry	462-7085
ORD International Shop	686-0220
Sports Edition	601-2512

Food

Andiamo	<i>(Call Hilton's general number)</i>
Café Mecatto	686-8000
Gaslight Club	686-0200

Services

Hair Studio	462-7062
O'Hare Dental Group	601-8900
O'Hare Hilton UPS Store & Business Center	601-1743
O'Hare Hilton Health Club	601-1723

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
<i>*Lufthansa</i>	686-5809	800/645-3880	www.lufthansa.com
<i>*United</i>	601-3100	800/241-6522	www.ual.com
Ted	601-3100	800/225-5833	www.flyted.com

Terminal 2	Local/Paging	Reservations	Web Site
<i>*Air Canada</i>	686-3636	888/247-2262	www.aircanada.com
Continental	985-0003	800/525-0280	www.continental.com
ComAir (Delta)	462-7900	800/221-1212	www.delta.com
Delta	462-7900	800/221-1212	www.delta.com
Jet Blue	N/A	800/538-2583	www.jetblue.com
Northwest/KLM	686-5575	800/225-2525	www.nwa.com
United	601-3100	800/241-6522	www.ual.com
United Express	601-3100	800/241-6522	www.ual.com
US Airways	686-7171	800/428-4322	www.usairways.com

Terminal 3	Local/Paging	Reservations	Web Site
Alaska	894-8181	800/252-7522	www.alaskaair.com
<i>*American</i>	686-4477	800/443-7300	www.aa.com
American Eagle	686-4477	800/443-7300	www.aa.com
<i>*Iberia</i>	686-0858	800/772-4642	www.iberia.com
Spirit	462-7396	800/772-7117	www.spiritair.com

AIRLINE DIRECTORY – con't.

Terminal 5	Local/Paging	Reservations	Web Site
Aer Lingus	686-7436	800/474-7424	www.aerlingus.com
AeroMexico	462-9471	800/237-6639	www.aeromexico.com
Air France	686-4531	800/237-2747	www.airfrance.com
Air India	686-1435	800/223-7776	www.airindia.com
Air Jamaica	894-5150	800/523-5585	www.airjamaica.com
Air One	N/A	888-9FLY-AIR1	www.airone.com
Alitalia	686-5930	800/223-5730	www.alitalia.it
All Nippon	N/A	800/235-9262	www.fly-ana.com
Asiana Airlines	N/A	800/227-4262	www.flyasiana.com
Austrian Airlines	N/A	800/843-0002	www.aua.com
Aviacsa	601-8600	800/528-4227	www.aviacsa.com.mx/english
British Airways	894-4005	800/247-9297	www.british-airways.com
BMI British Midland	462-0150	800/788-0555	www.bmibritishmidland.com
Cayman Airways	686-1993	800/422-9626	www.caymanairways.com
Japan Airlines	686-4583	800/525-3663	www.jal.co.jp
KLM Royal Dutch	686-6071	800/374-7747	www.klm.com
Korean Air	686-2730	800/438-5000	www.koreanair.com
LOT Polish	212-789-0970	800/223-0593	www.lot.com
Mexicana	686-6053	800/531-7921	www.mexicana.com
Royal Jordanian	686-6025	800/223-0470	www.rja.com.jo
Scandinavian Air	686-5885	800/221-2350	www.scandinavian.net

AIRLINE DIRECTORY – con't.

Terminal 5	Local/Paging	Reservations	Web Site
SwissAir	686-7330	877/359-7947	www.swissair.com
TACA Airlines	462-9026	800/400-TACA	www.taca.com
Turkish Air	894-7102	800/874-8875	www.turkishairlines.com
USA 3000	686-0388	877/872-3000	www.usa3000airlines.com
Virgin Atlantic	686-1667	800/862-8621	www.virginatlantic.com

**All international flights arrive in Terminal 5, regardless of departure terminal.
The only customs facility is in Terminal 5.*

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 800/327-9633	Budget Rent-A-Car 800/527-0700	Enterprise 800/867-4595	National 800/227-7368
Avis 800/331-1212	Dollar Rent-A-Car 800/800-4000	Hertz 800/654-3131	

Off-site car rental agencies have information boards in, and courtesy shuttles from, the Bus/Shuttle Center (see page 3).

Airport and Regional Buses *From Bus/Shuttle Center*

Act II Transportation
www.actiitransportation.com
800/769-8891
Quad Cities; Davenport, Iowa; Service
Between O'Hare and Midway Airports

Express Air Coach
765/743-3120
Service between West Lafayette, IN and O'Hare
Airport

Coach USA/Tri-State/ United Limo
www.coachusa.com
800/248-8747 800/833-5555
Crestwood, Highland, Gary, Merrillville, Portage,
Michigan City, South Bend, Notre Dame,
Mishawaki, IN

LEX Lincolnland Express.
800/223-9313
Kankakee, Rantoul, U of I Union, LEX-Hub
Champaign, Mattoon-Charleston, Decatur,
Springfield, IL

Coach USA/Van Galder
www.coachusa.com
800/747-0994
Rockford, IL; Janesville, WI; Madison, WI;
South Beloit, WI

Peoria Charter
800/448-0572
Joliet, Normal, Oakbrook, Peoria, Schaumburg, IL

Coach USA/Wisconsin Coach Lines
www.coachusa.com
877/324-7767
Kenosha, Racine, Milwaukee, Waukesha, WI

Airport and Regional Buses

From Airport Lower Level

Airport Express

www.airportexpress.com

312/454-7800

Service to Chicago, Chicagoland suburbs, to/from O'Hare and Midway Airports.

Omega Airport Shuttle

www.omegashuttle.com

773/483-6634

Midway, Hyde Park, Chicago and South suburbs.

CTA Trains

www.transitchicago.com

312/836-7000

Board in the Pedestrian Tunnel below baggage claim. Pay CTA Fares, \$2.00 bus and \$2.00 rail, with Chicago Card, Chicago Card Plus Transit Cards: 30-Day, 7-Day or Visitor Passes.

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 to 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. |

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.

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, "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.

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
312-747-4747
www.cityofchicago.org/Revenue/

City of Chicago- Department of Health
312-747-FOOD
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

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

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
- Signage
- Storage Rooms
- Trash Removal
- 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 for 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 time 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 DOA 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 DOA and Unison. If no address was left, you are required to follow up in writing to the DOA 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:

- 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" X 1.75" 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. Just because someone has a green badge, does not mean they will have the code to use these magnetometers. 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.
- Drive 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.
- 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.
- See note above on badging requirements for this check point.

- 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. Smarte 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.

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

If an outside vendor is needed for repairs please follow these procedures:

1. Contact Unison 24 hours in advance, either by phone or fax, to submit your request.
2. Provide the name and badge number of the person escorting, the company and the name of the escorted person, the approximate time of day, and a general list of tools and equipment the vendor may be bringing through.
3. Unison will forward the information to the DOA Security Office, who in turn will notify the checkpoints.

Your escorting employee must have a valid green badge with escort clearance. Escorted 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 DOA 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 DOA will review your request. DOA'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 Flight 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. DOA/Airlines handle exterior window cleaning on the airfield.

Hiring of Outside Services

Stores may hire service providers such as housekeeping, extermination or telecommunications without prior DOA approval. However, it is advised that anyone who may impact airport operations such as electricians, phone repair, plumbers, etc. be pre-approved by DOA/Unison if they have never worked at the airport. Please contact UNISON for a general list of contractors (See Appendix) who are pre-approved and badged 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	894-8760
Airport Transit System (ATS)	601-0942
Parking-Lot (Standard Parking)	686-7530
Interfaith Chapel	686-2636
Restaurants/HMS Host	686-6180
American Airlines	686-4234
Northwest Airlines	686-5550
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:

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 DOA 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.

Payphones with E-mail / Internet Access

Telephones are available in Terminal 2 near gate F-3 (across from Chili's) and in Terminal 3 near gate H-6 and near gate L-4 with the ability to send an e-mail or check the internet. These phones are yellow and the charges are 50 cents for any United States domestic call and \$1.00 in coins for International calls. These phones also have the capability to send e-mail and get Internet access. It costs 50 cents per minute to send an e-mail and 75 cents for every five minutes on the internet.

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) 244-4444.

Signage**Sign Alterations/Sign Approval**

Both the DOA and Unison must approve all semi-permanent and permanent signage.

Please 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 DOA 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 DOA.

The City also requires pre-approval of any temporary signage that is brightly colored, deviates from your original store image, or constitutes advertising from a vendor.

Handwritten Signs

Handwritten signs are not allowed UNDER ANY CIRCUMSTANCE. This includes small pricing stickers, inventory tags or price sheets. If you have a question whether a particular sign is appropriate, please call the Unison offices.

Professionally Produced Signage

All signage, both inside and outside tenant locations must be professionally produced. This prohibits handwritten signs and also those done freehand with markers or other hand-lettered applications.

Violating Lease Lines/Placement

As a general rule (or without prior permission), all signage (whether promotional or permanent) must remain within the lease line of your store. Consider placing signage at just inside of your lease line at a 45° angle to increase passenger sight lines.

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 catch-all pest control must be in place. Tenants are also required to keep a copy of the pest control log within the storage space for inspection by DOA 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 DOA Facilities group.

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 DOA 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.

UNISON RETAIL MANAGEMENT CONFERENCE CENTER PROCEDURES

Unison has a Conference Room available at no cost to merchants that are directly supervised by Unison. The Conference Room, which has a capacity of about 30 people, is located on the mezzanine level of Terminal 3, closest to Concourse L.

AVAILABILITY

The Conference Room is available during business hours (8:00 a.m. to 5:30 p.m.). Requests for other times of day and weekends will be evaluated on an individual basis. Priority will be given to Unison meetings, DOA meetings, your internal staff meetings, training and other airport-related business. We will attempt to accommodate other requests on an individual basis. Unfortunately, the room cannot be booked on a consistent basis (i.e. every Tuesday for the year) so that we may accommodate the greatest number of requests.

SERVICES AVAILABLE

A telephone with hands-free capability is available in room for telephone conference calling, with an extra phone in the foyer for private phone calls. Long distance service is not available so if your meeting involves a long distance call, please bring a calling card or make arrangements to call collect. A large dry-erase board is in the room for your use. At this time, no audio-visual equipment is available. Additional services may become available in the future.

FOOD / BEVERAGES

We ask that if you plan to serve food or beverages at your meeting, you notify us at the time of booking or prior to the day of us so that we may arrange for maintenance service afterwards. Because Unison does not have regular maintenance service, we ask that you remove ALL food and beverage waste when you leave the room.

KEYS

If your booking occurs after hours or on the weekend, you will be provided a key to the Conference Room. You will be asked to sign a release form for the key and will be charged \$25.00 if the key is lost. Keys are available in the UNISON Office for the men's and women's restrooms.

RESERVATIONS

The Conference Room may be scheduled by calling our administrative assistant in the Unison Office at 773/894-3902. Scheduling is done on a first come, first serve basis.

Thank you for your cooperation with these simple procedures. Questions regarding use or special requests should be directed to our administrative assistant at 773/894-3902 or Sandra Williamson at 773/894-3909.

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." (ch. II, pp. 1) You can receive a full copy of the Chicago Airport System O'Hare and Midway International Airports, ID Badging and Access Control Policy & Procedure Handbook from the ID Badging Office.

Please carefully review the guidelines and policy of the O'Hare International Airport Policy and Procedures Handbook. Keep a copy of both handbooks 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.

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. (ch. VI, pp. 6)

ID Badging Office hours: 7:00 a.m. to 4:30 p.m.
Monday through Friday

7:00 a.m. to 1:00 p.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.

GETTING STARTED

CERTIFYING A NEW COMPANY

To register a new company (ch. IV, pp. 3) 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".
- Fill in the names, contact phone numbers and email addresses of all management personnel – both locally and your district/corporate/owner office.
- The form requires signature and title of the president, owner or a senior officer (typically an executive officer). 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 Chapter 5 of the ID Badging and Access Control Policy and Procedure 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. (ch. IV, pp. 1)

- 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 ID Badging Office.
- Allow one business day for the information to be entered into the computer, based upon the workload in the ID Badging 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 or Unison.
- 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 sign the form and the signed form will be returned for you to hand deliver to the ID Badging Office.
- Allow one business day for the information to be entered into the computer, based upon the workload in the ID Badging 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.
- Copies of termination paperwork for former employees.

The FAA 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 Chapter 7 of the O'Hare ID Badging Policy and Procedures 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. They provide unescorted

access to the Airfield Operating Areas (AOA), through entry points, or portals, defined by access codes." It also provides Escort privileges to those designate

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." (ch. II, pp. 3)

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. If requesting access through the security concession checkpoints, you MUST indicate across the top of the ID 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." (ch. VII, pp. 1) 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 and a Security Threat Assessment (TSA) check which takes an additional 7 to 10 days.

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. (ch III., pp. 3)

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." (ch. VIII, pp. 2)

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 upon their departure, 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.*
- Hand delivers 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.*** At the employer's request, employees on vacation or suspended their badge can be temporarily suspended.

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." (ch. VIII, pp. 6)

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.

Complete an ID Badge application, checking "Renewal" as Type of Request. Bring this application to the Unison offices for 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 and may be done up to 60 days prior to the expiration date. An employee with an expired badge will not be allowed past the security checkpoint and the badge will be immediately confiscated. (Chi. VIII, pp. 2) **DO NOT LET THIS SITUATION OCCUR.** As a signatory, it is in your best interest to monitor your company audit report of badge holders and remind them 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 call DOA 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.

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, Compliance handles and processes all lost or stolen badges, and a police report is taken in their office. If after hours, 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 described in Chapter VIII, Confiscations." (Chi. Ill, pp. 2)

"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." (ch. VIII, pp. 2).

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 must be renewed each subsequent year before your birthday or within 60 days prior to your birthday.

I have read and understand the above ID Badging Policies:

Signed

Print Name

Date

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, Compliance handles and processes all lost or stolen badges, and a police report is taken in their office. If after hours, 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 described in Chapter VIII, Confiscations." (ch. III, pp. 2)

"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." (ch. VIII, pp. 2).

Your badge is valid until your next birthday and must be renewed each subsequent year before your birthday or within 60 days prior to your birthday.

I have read and understand the above ID Badging Policies:

Signed

Print Name

Date

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 800-422-3489

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

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.

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 with billing problems or questions.

Unfortunately, Standard Parking does not accept credit cards for payment on accounts at this time.

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). Lot F and G connect to the ATS via shuttle bus service.

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
1 hour or less	\$ 2.00
3 hours or less	\$ 4.00
3 to 4 hours	\$10.00
Each additional hour	\$ 2.00
11 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 Day	Subsequent Day
First 10 minutes	\$ 0.00	
1 hour or less	\$10.00	\$ 6.00
2 hours or less	\$16.00	\$ 8.00
3 hours or less	\$20.00	\$10.00
4 hours or less	\$25.00	\$12.00
5 hours or less	\$26.00	\$14.00
6 hours or less	\$27.00	\$16.00
7 hours or less	\$28.00	\$21.00
8 hours or less	\$30.00	\$26.00
8 to 24 hours	\$45.00	\$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

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 Bus 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.

Complimentary 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.

ParkNet® 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
Downtown/Suburban Hotels-Delivery by van.

Omega Airport Shuttle (773) 483-6634

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.actiiitransportation.com

(800) 769-8891

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

Coach USA /Van Galder

www.coachusa.com

(800) 747-0994

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

Coach USA /Tri-State/ United Limo

www.coachusa.com

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

Crestwood, Highland, Gary, Merrillville, Portage, Michigan City, South Bend, Notre Dame, Mishawaka

Coach USA /Wisconsin Coach Lines

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

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) 800-4000
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.

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, IL 606XX

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.

Airline Contact List

Aer Lingus Airlines	O'Hare Airport	P.O. Box 66034	Chicago	IL	60666
Air Canada	O'Hare Airport	P.O. Box 66085	Chicago	IL	60666
Air Jamaica	O'Hare Airport	P.O. Box 66144	Chicago	IL	60666
Air France	O'Hare Airport	P.O. Box 66144	Chicago	IL	60666
Alaska Airlines	O'Hare Airport	P.O. Box 68900	Chicago	IL	60666
Alitalia Airlines	O'Hare Airport	P.O. Box 66162	Chicago	IL	60666
American West Airlines	O'Hare Airport	P.O. Box 66239	Chicago	IL	60666
American Airlines - Distressed Passengers	O'Hare Airport	P.O. Box 66065 - Mail Drop A-075	Chicago	IL	60666
American Trans Air	O'Hare Airport	P.O. Box 51609	Indianapolis	IN	46251
AMF O'Hare	O'Hare Airport	P.O. Box 66182	Chicago	IL	60666
Continental Airlines	O'Hare Airport	P.O. Box 66093	Chicago	IL	60666
Delta Airlines	Hartsfield Internation	P.O. Box 20581	Atlanta	GA	30320
Iberia	O'Hare Airport	P.O. Box 66601	Chicago	IL	60666
Japan Airlines	O'Hare Airport	P.O. Box 66078	Chicago	IL	60666
Lot - Polish Airlines	O'Hare Airport	333 North Michigan #1128	Chicago	IL	60601
Lufthansa German Airlines	O'Hare Airport	P.O. Box 66143	Chicago	IL	60666
Mexicana Airlines	O'Hare Airport	P.O. Box 66035	Chicago	IL	60666
Midwest Express Airlines	O'Hare Airport	6744 S. Howell Ave., HQ - 15	Oak Creek	WI	53154
Northwest Airlines	O'Hare Airport	P.O. Box 66044	Chicago	IL	60666
Piedmont Airlines, Inc	O'Hare Airport	5443 Airport Terminal	Salisbury	MD	21801
Sabena Airlines	O'Hare Airport	P.O. Box 66235	Chicago	IL	60666
SAS Airlines	O'Hare Airport	P.O. Box 66258	Chicago	IL	60666
Spirit Airlines		2800 Executive Way	Miramar	FL	33025
Trans World Airlines		11500 Ambassador Drive	Kansas City	MI	64153
US Army Transportation Division	WHQIC-AOSC	Finance Support Agency	Indianapolis	IN	46249
United Airlines	O'Hare Airport	1200 E. Algonquin Rd	Elk Grove Village	IL	60007
US Airways	O'Hare Airport	P.O. Box 66180	Chicago	IL	60666

(Sub)Exhibit 7.
(To Retail Concession Lease And License Agreement With Vosges, Ltd.)

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 no 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: _____

(Sub)Exhibit "A" referred to in this Form of Letter of Credit reads as follows:

(Sub)Exhibit "A".
(To Form Of Letter Of Credit)

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 _____ (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 BANK WIRE 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 HEREOF, THE CITY OF CHICAGO HAS EXECUTED THIS CERTIFICATE AS OF THIS _____ DAY OF _____, 20____.

THE CITY OF CHICAGO

BY: _____

ITS: COMMISSIONER OF AVIATION

(Sub)Exhibit 8.

(To Retail Concession Lease And License Agreement With Vosges, Ltd.)

Insurance Requirements.

The kinds and amounts of insurance required under this Agreement are as follows:

- a) Workers' Compensation and Employer's Liability. Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all employees of Tenant. Employer's liability coverage with limits of not less than \$100,000 for each accident or illness must be included.
- b) Commercial Liability Insurance. Commercial General Liability insurance or equivalent, with limits of not less than \$2,000,000 per occurrence for bodily injury, property damage and personal injury liability. Coverages must include the following: Leased Space and operations; explosions, collapse, and underground hazards; products liability and completed operations; defense; separation of insureds; contractual liability specifically covering this Agreement (with no limitation endorsement); host liquor liability (if applicable). The City and its elected and appointed officials, agents, representatives and employees must be named as additional insureds on a primary, non-contributory basis, for any liability arising directly or indirectly under this Agreement.
- c) Automobile Liability. When any motor vehicles (owned, non-owned or hired) are used in connection with activities conducted under this Agreement, Tenant must provide comprehensive automobile liability insurance against bodily injury and property damage claims, subject to limits of liability of not less than \$1,000,000 per occurrence for non-airfield access, and not less than \$5,000,000 per occurrence for airfield access. The City, and its elected and appointed officials, agents, representatives and employees, must be named as additional insureds on a primary, non-contributory basis, for any liability arising directly or indirectly under this Agreement.
- d) Property. Tenant must maintain all-risk property insurance for the Leased Space including Improvements and betterments, in the amount of their full replacement cost. Coverage extensions must include Business Income and extra expense. The City is to be named as an additional insured and as a loss payee, as its interests may appear. Tenant is responsible for all loss or damage to its personal property including equipment, fixtures and contents.
- e) Liquor Liability. When applicable, Tenant must obtain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit. The City, its elected and appointed officials, agents, representatives and employees, must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from this Agreement or Tenant's operations under this Agreement.
- f) All Risk Blanket Builders Risk. When Tenant undertakes any construction, including

Improvements, betterments and/or repairs, Tenant must provide All Risk Blanket Builders Risk Insurance to cover materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. The City of Chicago must be named as loss payee as its interests may appear.

2) Under no circumstances must Tenant or any Subcontractor actually begin Work (or continue Work, in the case of renewal) or conduct Concession Operations under this Agreement without procuring the required insurance and providing evidence of it to the City. The City reserves the right, in addition to the other rights set forth in this Agreement, to require Tenant to furnish certified copies of the original policies of all insurance required under this Agreement at any time upon 30 days' written notice to Tenant.

3). Tenant must furnish:

a) the City, Department of Aviation, Attention: Concessions; O'Hare International Airport, P.O. Box 66142, Terminal 2, Upper Level, Concessions, Chicago, Illinois 60666; and

b) the City Management Representative and, if applicable, the City Construction Representative, at the addresses provided by the representatives, original Certificates of Insurance evidencing the required coverages to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Tenant must submit evidence of insurance on the City's "Insurance Certificate of Coverage Form" or equivalent before the Effective Date of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements under this Agreement. The failure of the City to obtain certificates or other insurance evidence from Tenant is not a waiver by the City of Tenant's obligations to obtain and maintain the specified coverages. Tenant must advise all insurers of this Agreement's provisions regarding insurance. Non-conforming insurance will not relieve Tenant of its obligation to provide insurance as specified in this Agreement.

4) The insurance specified above must be carried at all times during the Term of this Agreement. Failure to carry or keep the insurance in force constitutes an Event of Default and does not relieve Tenant from any liability under this Agreement. The City maintains the right to suspend the Tenant's performance and rights under this Agreement, or suspend this Agreement, until proper evidence of insurance is provided. If Tenant fails to maintain the full insurance coverage required under this Agreement, the City may, but is under no obligation to, obtain the required insurance. Payments made by the City regarding the premiums for the insurance become an additional obligation of Tenant, as Additional Rental to be paid under this Agreement, to be repaid in full to the City, payable on demand, with interest at the Default Rate. The insurance policies must provide for 60 days prior written notice to be given to the City at the addresses set forth in Subsection 3 above, if coverage is substantially changed, reduced, canceled, or non-renewed.

- 5) Tenant must require all Subcontractors to carry the insurance required in this Agreement, or Tenant may provide the coverage for any or all Subcontractors, and, if so, the evidence of insurance submitted must so stipulate.
- 6) Tenant and each Subcontractor agree that their insurers must waive their rights of subrogation against the City, its employees, elected or appointed officials, agents or representatives.
- 7) Tenant acknowledges that any insurance or self insurance programs maintained by the City apply in excess of and do not contribute to insurance provided by Tenant under the Agreement. Tenant acknowledges that any insurance protection, coverages and limits furnished by Tenant under this Agreement in no way limit Tenant's responsibilities and liabilities under this Agreement or by law.
- 8) Any and all deductibles or self insured retentions on referenced insurance coverages must be borne solely by Tenant.
- 9) The insurance required to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or by any limitation placed on the indemnity given in this Agreement as a matter of law. If Tenant, or its Subcontractors, desire additional coverage, higher limits of liability, or other modifications for their own protection, Tenant and each of its Subcontractors are responsible for the acquisition and cost of the additional protection. The City's Risk Management Department maintains the right to modify, delete, alter or change the insurance requirements. Notwithstanding anything in this Agreement to the contrary, Tenant may, at its option, include any of the insurance coverage required under this Agreement in either general or blanket policies of insurance. Tenant may use any combination of primary and umbrella (or excess) insurance policies to comply with the insurance requirements set forth above, as long as the resulting insurance coverage is equivalent to the coverages required under this Agreement.

(Sub)Exhibit 9.

(To Retail Concession Lease And License Agreement With Vosges, Ltd.)

ACDBE Special Conditions And Related Forms.

**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 non-discrimination 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.

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.

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.

- I. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire or contractor 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.

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.

The total ACDBE Commitment, stated as a percentage of the concessions gross revenues, must equal or exceed the percentage ACDBE participation required in the Term Sheet attached to the Agreement as Exhibit 1. If the Term Sheet indicates that there is no ACDBE participation requirement for this concession, it will be conclusive evidence that either (a) the RFP contained no contract-specific goal and Tenant did not propose any ACDBE participation or (b) the Tenant demonstrated, to the satisfaction of the City, that it exerted good faith efforts to obtain ACDBE participation to meet a contract-specific goal but was unable to obtain such participation. In either such event, there will be no Schedule B, C or D attached to these Special Conditions.

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. 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 of a percentage of gross revenues, or substitute or additional ACDBE(s) must be retained by Tenant 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 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 position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will NOT be acceptable include: A 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 (unless every reasonable effort has already 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.

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 fifteen working days 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:

1. Tenant is an ACDBE. When Tenant is an ACDBE or 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.
2. Separate locations. When an ACDBE performs as a sublicensee to Tenant with its own concession location or 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.

3. Joint venture, no separate 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. When the City has reason to doubt the extent of an ACDBE joint venturer's commercially useful contribution towards the concessionaire's gross receipts, the City may require Tenant to submit evidence to substantiate the value of the ACDBE's contribution. If the Tenant fails to submit satisfactory evidence, it is an event of default under the Agreement.
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 a 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.
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 are 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 extension of its certification 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 expiration of the Agreement. Tenant grants full access to these records to the City of Chicago, Federal or State authorities, the U.S. 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 and be notarized.

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.

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.
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 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.
 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 a 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:

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:

Department of Procurement Services
City Hall, Room 403
121 N. LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Attention: Deputy Commissioner for Concessions

Department of Law
30 North LaSalle Street, Room 900
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.

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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dept of procurement line

08:56:26 a.m.

09-23-2009

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City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

September 8, 2009

Katrina Markoff
Vosges, Ltd.
2211 North Elston, Suite 203
Chicago, Illinois 60614

09-28-09 11:07:07 IN

Annual Affidavit Certificate Expires: September 1, 2010
Vendor Number: [REDACTED]

Dear Ms. Markoff:

We are pleased to inform you that Vosges, Ltd. has been certified as an Airport Concession Disadvantaged Business Enterprise (ACDBE) by the City of Chicago in accordance with 49 CFR Part 23. This ACDBE certification is valid until September 2014; however your firm must be re-validated annually. Your firm's next annual validation is required by September 1, 2010. This certification is effective on the date of this letter.

As a condition of continued certification during this five-year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Please note that you must include a copy of your most current Federal Corporate Tax Return. Failure to file this Affidavit will result in the termination of your certification. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the Illinois Unified Certification Program (ILUCP) Directory of Disadvantaged Business Enterprises in the specialty area(s) of:

Chocolate Manufacturing and Retail

Your firm's participation on City contracts will be credited only toward ACDBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward ACDBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Airport Concession Disadvantaged Business Enterprise Program.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/bc



(Sub)Exhibit 10.

(To Retail Concession Lease And License Agreement With Vosges, Ltd.)

Economic Disclosure Statement(s) And Affidavit(s).

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:

Vosges Ltd

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:

2211 N. Elston St 203
Chicago, IL 60614

C. Telephone:

436-0085

Fax:

773-777-7917

Email:

Katrina@vosgeschocolat.com

D. Name of contact person:

Katrina Markoff

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):

Airport Retail Concessions

G. Which City agency or department is requesting this EDS?

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:

- 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.1.b below.

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

ILLINOIS

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No 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
<u>Kathina Markoff</u>	<u>CEO/President</u>

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

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
N/A	

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
Vosges Holdings, Ltd	2211 N. Elston	50203 Chicago, IL 60641 100

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes

No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

(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

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;

• 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).

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

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.

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.

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):

(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.

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, 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.

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.

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.

Katrina Markoff
(Print or type name of Disclosing Party)

Date: 10/5/09

By: [Signature]
(sign here)

Katrina Markoff
(Print or type name of person signing)

CEO/President
(Print or type title of person signing)

Signed and sworn to before me on (date) October 5, 2009, by Nancy Scher,
at COOK County, ILLINOIS (state).

Nancy Scher Notary Public.

Commission expires: Aug 8, 2012



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:

Vosges Holdings, Ltd

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: Vosges Ltd.

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:

2211 N. Elston Ste 203
Chicago, IL 60614

C. Telephone: 773 435 0085 Fax: 773 772 7917 Email: Katrina@vosgesholdings.com

D. Name of contact person: KATRINA MARKOFF

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):

Airport Retail Concession

G. Which City agency or department is requesting this EDS? 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:

- 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.1.b below.

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

ILLINOIS

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- 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	<u>Katrina Markoff</u>	Title	<u>CEO/President</u>
------	------------------------	-------	----------------------

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

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
Katrina Markoff	2211 N Elston St Chicago, IL 60614	100%

SECTION III – BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV – DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

(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

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;

• 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).

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

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.

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.

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):

(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.

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, 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.

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.

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.

Katrina Markoff
(Print or type name of Disclosing Party)

Date: 10/5/09

By:

[Signature]
(sign here)

KATRINA MARKOFF
(Print or type name of person signing)

CEO / President
(Print or type title of person signing)

Signed and sworn to before me on (date) October 6, 2009, by Nancy Scher,
at COOK County, ILLINOIS (state).

Nancy Scher Notary Public.

Commission expires: August 8, 2012.



Exhibit "B".
(To Ordinance)

Automated Retail License Agreement With Nuts On Clark, Inc.

This Automated Retail License Agreement ("Agreement") is entered into as of _____, 2021 ("Effective Date"). The Agreement is by and between Nuts on Clark, Inc. ("Licensee"), and the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois ("City"), acting through its Chicago Department of Aviation ("CDA" or "Department").

BACKGROUND

The City owns and, through CDA, operates Chicago O'Hare International Airport ("O'Hare" or the "Airport"). O'Hare includes an international terminal, three domestic terminals, a multimodal facility and a transportation center (collectively, the "Terminals"). The City has determined that certain portions of the Terminals will be used for food, beverage and retail concessions designed to serve the needs of Airport patrons and employees and desires to operate its concession program at the Terminals to strive to meet the needs and desires of Airport users by providing first-class food, beverage, retail and service facilities.

The City issued a Request for Proposals ("RFP") for a concession at the Airport and Licensee responded with a proposal to operate a concession featuring convenience, food, beverage, gift and vending merchandise at O'Hare. The City desires to grant Licensee, and Licensee desires to accept, a license to operate such a concession at the Terminal location(s) identified in this Agreement, all under the terms and conditions of this Agreement.

The City has selected Licensee to provide automated retail, services, and food facilities and/or kiosks in the Terminals. These automated facilities should utilize the latest in technology offering customers the ability to purchase branded food, beverage or retail products or provide interactive services via automated retail vending machines with touch screen or e-commerce technology.

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

Therefore, the City and Licensee agree as follows:

TERMS AND CONDITIONS

ARTICLE 1. CITY APPROVAL

This Agreement is subject to approval by the City Council of the City of Chicago. The City is not bound by the terms of this Agreement until such time as it has been approved by the City Council and has been duly executed by the Mayor of Chicago or the Mayor's proxy. As

provided in Section 11.13, where the approval or consent of the City is required under this Agreement, unless expressly provided otherwise in this Agreement, it means approval or consent of the Commissioner, the Commissioner's authorized representative or such other person as may be duly authorized by the City Council. As provided in Section 11.03, unless expressly provided otherwise in this Agreement, any amendment of this Agreement will require execution by the Mayor or the Mayor's proxy. As further provided in Section 11.03, any amendment that would cause the Agreement to no longer substantially conform to that approved by City Council, will require approval by City Council.

ARTICLE 2. INCORPORATION OF BACKGROUND AND EXHIBITS

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

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

Exhibit 1	Licensed Spaces and Confirmation(s) of DBO
Exhibit 2	Fees
Exhibit 3	Development Plan
Exhibit 4	Products and Price List
Exhibit 5	Form of Letter of Credit
Exhibit 6	Insurance Requirements
Exhibit 7	ACDBE Special Conditions and Related Forms
Exhibit 8	MBE/WBE Special Conditions and Related Forms
Exhibit 9	Economic Disclosure Statements and Affidavits
Exhibit 10	Airport Concessions Program Handbook
Exhibit 11	Liquidated Damages
Exhibit 12	Utility Usage Fee

ARTICLE 3. DEFINITIONS

3.1 Definitions. In addition to terms defined in the background and elsewhere in this Agreement, the following words and phrases will have the following meanings for purposes of this Agreement:

"Additional Fees" means all sums due to the City from Licensee under this Agreement other than the Licensee Fee, Percentage Fee and Minimum Annual Guarantee.

"Additional Space" means space for Licensee to install additional automated retail vending machines or additional Storage Space that becomes part of the Licensed Space after the Effective Date pursuant to Section 5.03, but does not include Relocation Space.

"Additional Space Connection Fee" means a one-time, non-refundable fee allocated to an automated retail vending machine to be installed in Additional Space equal to the actual City costs, if any, required to install and/or upgrade the utilities such that the utilities are accessible to the automated retail vending machine within the Additional Space, plus the actual costs, if any, for changes necessary to the design elements of the applicable Vending Zone to maintain design

quality and consistency of such Vending Zone following the incorporation of the Additional Space, and any other additional costs incurred in connection with designing and constructing Additional Space in the Vending Zone.

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

"Airport Concession Disadvantaged Business Enterprise" or "ACDBE" has the meaning set forth on Exhibit 7.

"Airport Concession Program Handbook" means the handbook developed by CDA to govern the uniform operation of the concessions' programs at the Airport. The Airport Concession Program Handbook is available on the CDA website and may be amended from time to time by CDA. Any amendment of the Airport Concession Program Handbook by CDA during the Term of this Agreement will be binding on Licensee without need for amendment of this Agreement, provided that the amendment of Airport Concession Program Handbook does not conflict with the other terms and conditions of this Agreement.

"Agreement" means this Automated Retail License Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms, as may be amended, restated, modified or supplemented from time to time.

"Chief Procurement Officer" means the Chief Procurement Officer of the City and any representative duly authorized in writing to act on his or her behalf.

"Commissioner" means the head of the Department and any City officer or employee authorized to act on the Commissioner's behalf. City contractors and consultants, including the Concession Management Representative, have no authority to grant approvals or consents required to be granted by the Commissioner under this Agreement, except where such person is expressly authorized to do so.

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

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

"Concession" means Licensee's business of offering the Products identified in Exhibit 4 for sale to the public through automated retail vending machines and performing the Services pursuant to this Agreement.

"Concession Management Representative" or "CMR" means the entity retained by the City to assist in overseeing concessions at the Airport.

"Connection Fee" means a non-refundable fee, payable in two installments pursuant to

Section 6.02(c), allocated to each automated retail vending machine equal to the Vending Zone Improvement Costs of all Vending Zones divided by the aggregate number of automated retail machines located in the Vending Zones; provided, however, that regardless of the Vending Zone Improvement Costs, the Connection Fee with respect to a Vending Zone will not exceed \$2,500.

"Date of Beneficial Occupancy" or "DBO" means the date that is the earlier to occur of (A) or (B), as follows:

- A. the date that is one hundred eighty (180) days after the first Delivery Date of the Licensed Retail Space; provided, however, that this one hundred eighty (180) day date shall be extended one day for each day Licensee has demonstrated to the satisfaction of the Commissioner that Licensee was delayed from commencing retail sales in all Licensed Retail Spaces due to force majeure pursuant to Section 11.20; or
- B. the date Licensee commences retail sales in any portion of any of the Licensed Retail Spaces.

The DBO shall be confirmed in writing by the parties, and such written "Confirmation of DBO" shall thereafter be attached to Exhibit 1 of this Agreement without need for a formal amendment of this Agreement.

"Default Rate" means 12% per annum.

"Delivery Date" means, with respect to each Licensed Space, the date upon which the City grants Licensee permission to use such Licensed Space.

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

Plan" means Licensee's conceptual plans, budget and other design specifications for the Licensed Retail Spaces and Licensee's schedule for commencement of retail sales in each Licensed Retail Space. The Development Plan is attached hereto as Exhibit 3.

"Distribution Fee" means the amount, if any, payable pursuant to Section 4.07(f) for Licensee's use of a centralized distribution and storage facility.

"Environmental Laws" means collectively, all applicable federal, state and local environmental, safety or health laws and ordinances and rules or applicable common law, including the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §300(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.

"EDS" means the City's Economic Disclosure Statement and Affidavit.

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

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

"Gross Revenues" means the sum of all amounts collected in cash or credit card receipts. Gross Revenues will be determined without any deduction on account of the costs of furnishing the automated retail vending machines or the Services, the costs of materials used, labor or service costs of any other expenses whatsoever. Without limiting the foregoing, Gross Revenues do not, however, include the following:

- A. any sums collected and paid out by Licensee for any sales, retail excise, use, privilege, or retailers occupation taxes now or later imposed by any duly constituted governmental authority;
- B. the amount of any cash or credit refund made upon any sale, but only if the original sale was made from an automated retail vending machine as part of the Concessions and included in Gross Revenue;
- C. bona fide transfers of Products to or from the Licensed Spaces to any other stores or warehouses of Licensee;
- E. returns to shippers, suppliers or manufacturers;
- F. bulk sales of Products inventory not sold to the public and not in the ordinary course of business; and
- G. insurance proceeds received from the settlement of claims for loss of or damages to Products, fixtures, trade fixtures and other Licensee personal property other than the proceeds of business interruption insurance.

"License" means the privilege granted to Licensee under this Agreement to operate the Concession and conduct the Services in the Terminals.

"License Fee" means the Fee payable by Licensee for the License, equal to the greater of the Percentage Fee or Minimum Annual Guarantee, as set forth in Section 6.01 and Exhibit 2.

"License Year" means

- A. for the initial License Year of this Agreement, a period beginning on the Date of Beneficial Occupancy and ending on December 31 of that calendar year, and
- B. for the balance of the Term, each successive calendar year, but including only that portion of the calendar year prior to the date on which the Term expires, or the

Agreement is otherwise terminated.

"Licensed Retail Space" means each Licensed Space designated under this Agreement for Licensee to install and operate Licensee's automated retail vending machines.

"Licensed Space" means all Licensed Retail Spaces and Storage Spaces, if any, the City permits Licensee to use for the sole purpose of exercising the License pursuant to this Agreement, as identified in Exhibit 1, which such Exhibit may be modified from time to time as Licensed Space may be added, removed, or relocated in accordance with Article 5.

"Marketing Fee" means Licensee's contribution for promotions at the Airport, as set forth in Section 4.09(a).

"Minimum Annual Guarantee" or "MAG" means the minimum amount payable each License Year for the License Fee as set forth in Exhibit 2.

"Monthly Reports" has the meaning set forth in Section 6.04(1).

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

"Products" means the convenience merchandise, food and beverage menu items, Chicago oriented gift items, vending items and related merchandise that Licensee is permitted to sell in its Licensed Retail Space and maintain in inventory in its Storage Space, if any, under the terms of this Agreement, as set forth by category or item in Exhibit 4. Licensee was selected by the City specifically to sell the Products identified in Exhibit 4 and is not permitted to sell any items or types of items not identified in Exhibit 4 unless otherwise agreed in writing by the Commissioner.

"Response" means the response to the RFP Licensee submitted to the City.

"Service Schedule" has the meaning set forth in Section 4.02(g).

"Services" means the services necessary to carry out the responsibilities of Licensee under this Agreement including but not limited to the installation, operation, maintenance, and repair of automated retail vending machines furnished by Licensee to a Licensed Retail Space for operation of the Concession in accordance with this Agreement.

"Storage Space" means a Licensed Space as may be designated by the Commissioner from time to time in the Commissioner's sole discretion for use by Licensee to store inventory and supplies.

"Subcontractor" means any person or entity with whom Licensee contracts with to provide any part of the Services. The term "Subcontractor" also includes subconsultants of any tier, subcontractors of any tier, suppliers and materialmen, whether or not in privity with Licensee.

"Term" means the period of time beginning on the Effective Date and ending at 11:59 p.m. on the fifth anniversary of the DBO, unless otherwise extended pursuant to Section 7.03 herein, or, unless this Agreement is terminated earlier in accordance with its terms.

"Utility Usage Fee" means the fee for utilities used by Licensee's automated retail

vending machines, calculated as set forth in in Exhibit 12.

“Value Pricing” has the meaning set forth in Section 4.04(a)(1).

“Vending Zone” means a designated location(s) within the Terminals defined by an official outline drawing where a grouping of one or more automated retail vending machines are located in close proximity. The size and/or location of a Vending Zone may change at the sole discretion of the City. The anticipated Vending Zones and automated retail vending machines to be located in each Vending Zone, as of the date of this Agreement, are listed in Exhibit 1, which may be updated from time to time, and such periodic updates shall not require an amendment to this Agreement.

“Vending Zone Improvement Costs” means, for each Vending Zone, the actual costs of the Vending Zone Improvements for that Vending Zone.

“Vending Zone Improvements” means:

- A. the construction required to install and/or upgrade any elements of the electrical systems to make such electrical system accessible within a Vending Zone to support the automated retail vending machines therein; provided, for the avoidance of doubt, any construction required to make any utility other than electricity accessible within a Vending Zone does not constitute a Vending Zone Improvement;
- B. the construction of any design elements related to a Vending Zone (including, but not limited to, shrouds to create semi-enclosed spaces around each Vending Zone); and
- C. any other work performed in connection with the initial design and construction of a given Vending Zone.

3.2 Interpretation.

(a) The term “include” (in all its forms) means “include, without limitation” unless the context clearly states otherwise.

(b) The term “person” includes firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(c) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(e) Words in the singular include the plural and vice versa. Words of the masculine, feminine or neuter gender include correlative words of the other genders.

(f) Where the approval or consent of Licensee is required under this Agreement, it

means the approval or consent of Licensee's authorized representative. To be binding on the City, all approvals or consents must be in writing and signed by the appropriate City representative.

(g) All references to a number of days mean calendar days, unless expressly indicated otherwise.

ARTICLE 4. LICENSE AND LICENSEE'S OBLIGATIONS

4.1 Concession License. As of the Effective Date, the City grants Licensee a License to operate the Concession in the Terminals. Licensee accepts the License from the City and assumes the duties of Licensee provided in this Agreement and in the Airport Concession Program Handbook. Licensee's obligation to provide the Services, including installation, operation, stocking, repair, and maintenance of the automated retail vending machines will be at Licensee's own expense, unless otherwise set forth herein. Licensee understands and agrees that the License will terminate upon the expiration or earlier termination of this Agreement. If Licensee complies with the terms of this Agreement, Licensee will have the right of ingress to and egress from the Licensed Spaces, for Licensee, its officers, employees, agents, Subcontractors, vendors, suppliers, and invitees, subject to all statutes, ordinances, rules and regulations from time to time enacted or established by the City, the FAA, the TSA or any other governmental agency or authority having jurisdiction. Licensee must not conduct the Concession in a manner that, in the judgment of the Commissioner:

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

4.2 No Assignment, Sublicense or Other Uses. Licensee understands and agrees that the locations of the Licensed Retail Spaces were determined by the City so that the Concession operated by Licensee is an element of an overall concession program and, as such, complements and does not conflict with other concessions in the vicinity of such Licensed Retail Space. Accordingly, Licensee acknowledges that the principal purpose of this Agreement is to provide Licensee a License to operate its Concessions in the Licensed Retail Spaces without right of sublicense or assignment and that any attempted sublicense, assignment or other use of the Licensed Retail Spaces without the written consent of the City in accordance with the terms of this Agreement is absolutely prohibited and is an Event of Default except as otherwise permitted pursuant to Section 10.5.

43 Products.

(a) General Products Requirements. Exhibit 4 to this Agreement lists, by general category or specific item, all Products that Licensee is allowed to sell under the License from Licensee's automated retail vending machines and the prices to be charged to the public. Products that Exhibit 4 indicates are mandatory, if any, must be offered for sale to the public by Licensee. If Exhibit 4 is stated in general terms, upon request, Licensee must provide the Commissioner with a complete list of all Products and prices within five (5) days of such request. The City's execution of this Agreement constitutes its approval of the sale of the products, services, and pricing reflected in Exhibit 4 on the Effective Date. Any changes to Exhibit 4 are subject to the Commissioner's prior written approval. Upon such approval, Exhibit 4 may be amended without need for formal amendment of this Agreement pursuant to Section 11.03.

(b) Product Inventory Obligations. Products offered from the automatic retail vending machines must be new, fresh and of top quality. Licensee must store, out of sight of customers, Products in excess of the amount needed to stock displays. Licensee must stock and store a sufficient amount of each Product so as to maximize Gross Revenues, subject to and consistent with Licensee's and the City's desire to accommodate the convenience and needs of the Airport's patrons. Each automated retail vending machine must remain stocked at or above ninety (90%) percent of menu availability at all times and must be restocked within 48-hours, or upon the written a written request by Licensee, such other period of time approved by the Commissioner, which such approval shall not be unreasonably withheld, if inventory falls below sixty (60%) percent. If Licensee fails to timely restock an automated retail vending machine's inventory in accordance with this Section 4.03(b), then, in addition to all other remedies the City may have at law, in equity or under this Agreement, and immediately following the 48-hour period in which inventory of the automated retail vending machine remained below sixty (60%) percent, Licensee may incur, as liquidated damages and not as a penalty, an amount as outlined in Exhibit 11.

(c) Product Quality. At any time, the Commissioner or CMR may review the quality of the Products then being offered for sale by Licensee and require improvements in the quality of the Products or elimination of particular items that the Commissioner determines raise safety or security issues; provided, however, potential changes to the items as set forth in this section shall be required only if reasonably agreed to by Licensee; provided, further, changes to remedy safety or security issues are required at the Commissioner's sole discretion and do not require Licensee's approval. Following the Commissioner's written notice to Licensee, Licensee shall within five (5) days for perishable items and fifteen (15) days for nonperishable items to rectify or modify the quality of the Products or eliminate the particular items, as applicable. Failure to comply within five (5) days for perishable items and fifteen (15) days for nonperishable items will constitute an Event of Default. Licensee's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day or fifteen-day cure period, the Commissioner will assess Licensee, as liquidated damages and not as a penalty, an amount as outlined in Exhibit 11.

44 Pricing.(a) Value Pricing.

(i) Licensee shall comply with the City's Value Pricing policy. The policy generally requires a retailer charge a price for a product or service at the Airport as the same price charged for the same product or service at similar locations in the City (each such store hereinafter referred to as a "Benchmark Location," and, such policy hereinafter referred to as "Value Pricing"). Licensee will propose Benchmark Locations subject to approval by the City. The following locations and areas shall be excluded when establishing Benchmark Locations: hotel restaurants or kiosks, bus and train transportation centers, entertainment centers, arenas, theaters, convention centers or similar venues unless expressly approved in writing by the City. Benchmark Location exclusions may change throughout the Term as determined necessary by the City. If Licensee or its Subcontractors currently operate the exact concession at other locations in the City of Chicago, then those locations may be designated Benchmark Locations. Otherwise, Benchmark Locations will be selected based on locations that offer automated retail comparable to the proposed concept.

(ii) Licensee must submit to CMR, within thirty (30) days after the end of each License Year, or as requested from time to time by the Commissioner or CMR, a pricing report demonstrating compliance by Licensee with the Value Price requirements. Any prices that the Commissioner or CMR determines to be inconsistent with the Value Price requirements must be adjusted accordingly. At any time, and from time to time, the Commissioner or CMR may review the prices of the Products then being offered for sale by Licensee and require adjustments in prices of the Products or particular items in order to comply with the Value Price requirement. Following the CMR's written notice to Licensee, Licensee shall promptly adjust the price of the Products or particular items, as applicable. Failure to comply within five (5) days will constitute an Event of Default. Licensee's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Licensee, as liquidated damages and not as a penalty, an amount as outlined in Exhibit 11.

(b) Approval of Price Increases. Licensee shall not increase the price of any Product from the price listed in Exhibit 4 without the prior written approval of the Commissioner as set forth in Section 4.03(a).

(c) Other Pricing Policy. The Commissioner may adopt other reasonable pricing policies, with which Licensee and Subcontractors shall comply, to restrict overcharging and price gouging, but in no event shall the Commissioner require prices lower than the established Value Pricing.

45 Automated Retail Vending Machine Standards.

(a) Appearance and Inspection. Licensee must supply, at its own expense, each automated retail vending machine, all equipment required to operate such automated retail vending machines and any other equipment required by this Agreement. All automated retail vending machines must be, new or like new, and of the highest quality. The Commissioner and CMR have

the right to inspect any automated retail vending machine installed in a Licensed Retail Space. Licensee must conduct the Concession operations in a first-class, businesslike, efficient, courteous, and accommodating manner consistent with the "Physical Inspection Standards" that appear in Appendix 1 of the Airport Concession Program

Handbook to the extent such standards are applicable to the vending services industry. The Commissioner and CMR have the right to make reasonable objections to an automated retail vending machine if the appearance or condition do not comply with the terms of this Agreement. Licensee must discontinue or remedy any non-compliant practice, appearance or condition within fifteen (15) days following receipt of such written objection (or immediately upon receipt if the Commissioner or CMR deems non-compliance hazardous or illegal). Licensee's failure to timely cure the non-compliance identified by the Commissioner or CMR would cause the City damages that would be difficult or impossible to prove or quantify. Accordingly, if Licensee fails to timely cure non-compliance, then, in addition to all other remedies the City may have at law, in equity or under this Agreement, and beginning on the first day after expiry of the fifteen-day (15) cure period, Licensee must pay the City, as liquidated damages and not as a penalty, the amounts outlined in Exhibit 11.

(b) Right to Require Replacement. In addition to the foregoing, the City may require Licensee replace any automated retail vending machine at any time during this Agreement if: (i) Licensee does not timely cure any non-compliance identified pursuant to Section 4.05(a), or (ii) the automated retail vending machine is deficient in any of the ways set forth in Section 4.06(c), and after giving Licensee written notice of such deficiency and reasonable time to cure following such notice, Licensee has failed so cure.

(c) Operating Instructions; Refunds; Licensee must provide visible, easily accessible and understood operating instructions for customers at each Licensed Retail Space for each automated retail vending machine therein. Licensee must provide customers with an explicit explanation of where and how malfunction issues and refund requests may be made for each automated retail vending machine.

(d) Forms of Payment. Each of Licensee's automated retail vending machines must accept at least three nationally recognized credit cards, including but not limited to, American Express, Visa, MasterCard and Discover, as suitable payment for the sale of all Products. Licensee's failure to accept the required forms of payment at an automated retail vending machine would cause the City damages including, among other things, loss of goodwill, which would be difficult or impossible to prove or quantify. As such, and in addition to all other remedies the City may have at law, in equity or under this Agreement, Licensee will incur, as liquidated damages and not as a penalty, the amounts outlined in Exhibit 11 upon failure to accept the required forms of payment detailed herein and has not cured such failure within 72 hours of actual knowledge of such breach.

4.6. Installation, Repairs and Maintenance.

(a) Installation, Operation and Maintenance Standards. Licensee must install, operate and maintain each automated retail vending machines in accordance with the following standards: (i) applicable requirements of the Municipal Code of Chicago; (ii) applicable standards of the Airport Concession Program Handbook; (iii) applicable written standards of the City's Department of Buildings; (iv) any requirements set forth in the RFP or the Response; (v) applicable manufacturer's specifications; (vi) Licensee's standard operating practices and procedures; and

(vii) all other provisions of this Section 4.05. Installations and maintenance conducted by Licensee must also comply with all applicable federal, state and local laws, regulations, decrees, orders and judgments. To the extent that these standards are inconsistent, the strictest standard will apply, or, in the case of a conflict, the Commissioner will determine which standard applies. Licensee must take all necessary safety precautions to prevent accidents or injury to persons on, about or adjacent to any Licensed Retail Space where installation of one of Licensee's automated retail vending machines is performed and must not install an automated retail vending machine on or over the boundaries of the Licensed Retail Space.

(b) Installation and Maintenance Costs. Except as otherwise expressly set forth in this Agreement, Licensee must pay all direct and indirect costs of installing and conducting maintenance on Licensee's automated retail vending machines.

(c) Approval Prior to Installation. No automated retail vending machine or related equipment may be installed in, removed from or relocated within, any Licensed Retail Space without prior written approval of either the Commissioner or CMR and the issuance of the required permits, if any. The Commissioner and CMR may inspect any automated retail vending machine prior to installation of such automated retail vending machine. Licensee must submit to the Commissioner and CMR all manufacturer's documents including the energy usage specifications, the energy efficiency specifications, standards and procedures for installation and operating manuals as well as the proposed Service Schedule for such automated retail vending machine for review and approval prior to installation. The Commissioner or CMR may reject any automated retail vending machines considered for approval pursuant to this Agreement that he or she believes would not operate efficiently or satisfy the purposes of this Agreement. Grounds for rejecting an automated retail vending machine prior to installation include, but are not limited to, the following: (1) the automated retail vending machine has obvious external damage, is unattractive or does not reasonably appear to be "new" or "like-new"; (2) the model of the automated vending retail machine is outdated or is not of the highest standard of quality; or (3) the automated retail vending machine does not meet another requirement set forth in this Agreement.

(d) Maintenance Service Schedule. Prior to the installation of an automated retail vending machine, Licensee shall establish an initial servicing schedule for such automated retail vending machine with service scheduled at least once per week, or such greater amount as Licensee determines necessary based upon projected usage and sales (the "Service Schedule"). Once an automated retail vending machine has been installed, the City and Licensee will review the related Service Schedule, when determined necessary by the City, in its sole discretion, and shall make any adjustments to such Service Schedule needed based upon sales and/or product usage. Any adjustments to the Service Schedule shall be mutually agreed upon by the City and Licensee. In no case shall an automated retail vending machine be serviced less than once per week unless agreed to in writing by the Commissioner. Licensee will provide the City a copy of the initial Service Schedule for each automated retail vending machine prior to installation of such automated retail vending machine and an updated Service Schedule following any adjustments thereto.

(e) **Repairs and Replacement.**

(i) If any automated retail vending machine is damaged or is inoperable or for any reason, Licensee must repair or replace such automated retail vending machine, in a manner acceptable to the Commissioner, as promptly as possible; provided, all repairs must be performed within 48-hours of when Licensee became aware of such damage or inoperability unless additional time is granted in writing by the Commissioner. Alternatively, Licensee may replace such automated retail vending machine; provided, such replacement automated retail vending machines must be installed by Licensee and fully operable within five (5) days of when Licensee became aware of the damage or inoperability. The replacement automated retail vending machine must new or like new, carry the same Products as the damaged automated retail vending machine, and meet all other requirements set forth in this Agreement. The time for repair or replacement may be extended at the discretion of the Commissioner. Licensee's failure to timely repair or replace the applicable automated retail vending machine would cause the City damages including, among other things, loss of goodwill, which would be difficult or impossible to prove or quantify. As such, and in addition to all other remedies the City may have at law, in equity or under this Agreement, Licensee will incur, as liquidated damages and not as a penalty, the amounts outlined in Exhibit 11 upon failure to complete any replacement or repairs required under this Section within the applicable cure period.

(ii) The City, in its sole discretion, reserves the right to require Licensee to replace any automated retail vending machine that requires significant refurbishment, is frequently in need of repairs, has repeated malfunctions or which is otherwise deemed to not adequately serve the public.

(iii) Any repair person dispatched by Licensee must be well-trained and knowledgeable about vending equipment and must be able to efficiently and effectively repair vending equipment. Licensee must ensure that all repair persons carry photo identification whenever making a service call to an automated retail vending machine.

(f) Reporting Damage. Licensee must immediately report any damage arising out of Licensee's performance under this Agreement to the City. Any damage to City or third-party property due to Licensee's installation or maintenance work under this Agreement must, at Licensee's expense, be repaired, replaced or restored by Licensee to at least an equivalent condition as before such damage occurred.

(g) Sanitation, Disposal of Refuse and Cleanings.

(i) Licensee must take whatever action is reasonably necessary to maintain the highest standards of sanitation and cleanliness in the Licensed Retail Spaces to the extent such action is consistent with vending services industry standards. Licensee's commitment to the maintenance of a clean and attractive environment in the Licensed Retail Spaces is consistent with vending services industry standards. Immediately following any installation of or maintenance to an automated retail vending machine, Licensee must clean up and properly dispose of all refuse and waste materials resulting from such installation or maintenance.

(ii) Licensee must thoroughly clean (inside and out) all automated retail

vending machines as often as is reasonably necessary, but at least twice per calendar year. If Licensee becomes aware that an automated retail vending machine requires cleaning outside of those regularly scheduled, Licensee must clean such automated retail vending machine as promptly as possible, but in any event within seven (7) days of discovering such need. Licensee shall schedule cleanings primarily before 5:30 a.m. or after 10:30 p.m. when passenger traffic is light, or as otherwise approved by the City.

4.7 Operation of Concession.

(a) Hours of Operation.

(i) Licensee must begin conducting its Concession operations in each Licensed Retail Space within ninety (90) days of the Delivery Date applicable to that Licensed Retail Space and continue operations uninterrupted after that date during all required hours of operation. Each automated retail vending machine shall be operable and available to the public twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. In no event shall the hours of operation be curtailed by Licensee to an extent that the Services conducted pursuant to the License are diminished unless otherwise approved by the Commissioner or CMR in writing. An automated retail vending machine in a Licensed Retail Space is permitted to be temporarily unavailable periodically for restocking, cleaning, maintenance and repair. To the extent possible, such temporary unavailability shall not be during peak passenger times as per published flight schedules. Licensee is required to allow access to its automated retail vending machines to the City twenty-four (24) hours per day.

(ii) Except as otherwise permitted under this Agreement, it is an Event of Default if Licensee fails to operate its Concession from any Licensed Retail Space during all times Licensee is required to do so under Section 4.7(a)(i) and such failure continues for more than three (3) days after the City provides notice of the failure to Licensee. Licensee acknowledges that failure to provide the Concession to the public would cause the City substantial damages, a portion of which may be ascertainable but another portion of which, related to loss of goodwill due to the public's inability to obtain the Products, the provision of which is one of the key purposes of this Agreement, might be difficult or impossible to prove or quantify. Accordingly, in addition to other remedies available to the City for an Event of Default, Licensee must pay the City, as liquidated damages and not as a penalty, in connection with such loss of goodwill, the amounts as outlined in Exhibit 11 on the first day after expiry of the three-day cure period. The obligation to make payments of liquidated damages will continue until the earliest of: (i) the time that the affected portion of the Licensed Retail Space re-opens for business; or (ii) the date that this Agreement expires or is terminated with respect to the affected portion of the Licensed Retail Space.

(b) Personnel.

(i) Licensee must maintain a full time, fully trained staff during the Term of this Agreement having sufficient size, expertise and experience to operate the Concession. Licensee must designate a general manager, experienced in management

and supervision, who has sufficient authority and responsibility to administer and manage the Concession. The general manager (or authorized representative) must be immediately available to the Department during normal business hours. The Commissioner may request removal of the general manager if the Commissioner reasonably determines, in the Commissioner's sole discretion, that the general manager is not performing up to standards consistent with the fulfillment of Licensee's obligations and Licensee agrees to comply with the Commissioner's request; provided that such request is in writing, does not contravene applicable laws, and Licensee is first given an opportunity to respond and address such issues consistent with this Agreement. Licensee's obligation to comply with any such request shall also be subject to restrictions imposed upon it by any collective bargaining agreement or other contract affecting such personnel.

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

(c) Trade Name. Unless otherwise approved by the Commissioner in writing, Licensee must operate the Concession only in Licensee's trade name identified in the Response.

(d) Records and Audit. Licensee must maintain books and records of the operations of the automated retail vending machines and Services, including cash and non-cash revenues generated and unit sales of each Product sold on a monthly basis, with a separate account for each automated retail vending machine and each Vending Zone. All books and records must be maintained in a manner consistent with generally accepted accounting principles and practice.

(e) Licenses and Permits. Licensee must, in a timely manner consistent with its obligations under this Agreement, secure and maintain, or cause to be secured and maintained, at its expense, any permits, licenses, authorizations and approvals necessary under federal, state or local law for Licensee and Subcontractor to operate the Concession; operate, use and maintain the Licensed Spaces; and otherwise comply with the terms of this Agreement and the privileges granted under this Agreement. Issuance of any required permit by the City as to the installation or maintenance of an automated retail vending machine pursuant does not waive other applicable requirements of federal or Illinois law or the Municipal Code of Chicago, and Licensee must comply with such other requirements. Licensee must promptly provide copies of any required licenses and permits to the Commissioner and CMR. If Licensee fails to timely cure non-compliance, then, in addition to all other remedies the City may have at law, in equity or under this Agreement, Licensee must pay the City, as liquidated damages in connection with the loss of

good will among visitors to the Terminals and not as a penalty, the amounts outlined in Exhibit 11.

(f) Distribution and Deliveries. Concession deliveries must be made only within the times and at the locations authorized by the Commissioner and otherwise in accordance with the terms of this Agreement. All deliveries that require access to the aircraft operations area ("AOA") must be made by vehicles and drivers qualified and permitted to drive over AOA roadways. There is currently no central distribution and storage facility at the Airport; however, the City intends to implement such a facility during the Term of this Agreement. Thereafter, at the option of the Commissioner, after first giving reasonable notice to Licensee, the Commissioner may require Licensee to arrange for all deliveries to the central distribution and storage facility, except where delivery to a third party is prohibited by law, such as delivery of liquor, or as otherwise approved by the Commissioner in writing. At the Commissioner's sole discretion, the central distribution and storage facility, if implemented, may be operated by a third-party licensee selected or approved by the Commissioner. If the central distribution and storage facility is implemented, Licensee must pay the City, or the third-party operator, Licensee's proportional share of the cost for deliveries to and distribution from the facility ("Distribution Fee") as determined by the Commissioner. Such Distribution Fee will be intended to cover the costs of delivery as well as development, utility, operation and maintenance costs and other costs associated with the opening and/or operation of the central distribution and storage facility and is considered to be an Additional Fee. Licensee acknowledges that the City will not be responsible for and will have no liability related to the operation of (or the failure to operate) the central distribution and storage facility at the Airport, including lost profits, consequential damages or any other losses or damages whatsoever.

(g) Collections. Licensee is responsible for all collections of Gross Revenues. Collections of Gross Revenues from automated retail vending machines must be accomplished in a prompt and timely manner and may not interfere with use and access of the automated retail vending machines.

(h) Payment Card Industry Compliance. Licensee's Concessions must be and remain compliant with Payment Card Industry Security Standards ("PCI Standards") at all times as the PCI Standards are in effect at such time. Any breach of compliance with the PCI Standards, then in effect and related to the Concessions at the Airport, must be reported to the City within forty-eight (48) hours of Licensee's knowledge of such event. Licensee's failure to be in compliance with the PCI Standards on numerous occurrences (more than one) constitutes an Event of Default under this Agreement.

4.8 Utilities and Utilities Access.

(a) Utility Usage Fee. The City shall charge Licensee the Utility Usage Fee for utilities based on a reasonable estimate of usage for each automated retail vending machine as further defined in Exhibit 12; provided, however, Licensee, may at its sole cost and upon written notification to the City, elect to have the utilities separately metered and the City shall calculate the Utility Usage Fee based on the metered reading of utilities furnished to the automated retail vending machines. Notwithstanding the foregoing, the City, after written notice to the Licensee, may select any other reasonable method for calculating the Utility Usage Fee and such periodic updates shall not require an amendment to this Agreement.

(b) Utilities Access. To the extent Licensee cannot use existing piping, wiring or other existing facilities to access utilities in a Vending Zone for its automated retail vending machines, the City will construct new, different or additional piping or wiring at such Vending Zone to provide utilities access for Licensee's automated retail vending machine. To the extent such construction relates to an automated retail vending machine's ability to access or utilize:

(i) the electrical system, such construction will be a Vending Zone Improvement, and the cost incurred by the City for such Vending Zone Improvement will be covered by collection of the Connection Fee pursuant to Section 6.01;

(ii) any utility other than the electric system, Licensee will be responsible for the actual costs of such construction, and if the related Licensed Space:

(1) is not Additional Space, such costs will be billed to Licensee as an Additional Fee; or,

(2) is Additional Space, such costs will be assessed as part of the Additional Space Connection Fee.

4.9 Marketing and Promotion.

(a) Marketing Fee and Advertising Fund. The Department operates a marketing fund (the "Fund") for the purpose of financing a program for advertising and promoting concessions at the Airport. The Program may include advertising, media placements, displays and related upkeep, special events, signage, enclosures, promotional events, brochures, videos and catalogs, mystery shops, market research and surveys, customer service training etc., as appropriate. The Program will be funded by contributions from Licensee and other concessions operators and tenants at the Airport. Licensee will contribute an amount of 0.5% of Gross Revenues per License Year to the Fund (such contribution the "Marketing Fee"). All contributions to the Fund may only be expended for the promotion of concessions and marketing-related staff activities at the Airport and for no other purposes. Licensee shall make its contributions to the Fund monthly in arrears concurrently with its Fee payments under this Agreement. The City may, but is not required to, contribute to the Fund. Licensee has no ownership or beneficial interest whatsoever in the Fund or any unspent moneys therein.

(b) Logo. Licensee agrees to provide, at the sole cost of Licensee and if requested by the City, the City with one (1) logo sign per automated retail vending machine designed and constructed according to City's specifications. The logo sign must be removable. Any future updates and replacements of the logo sign shall be at the sole cost of Licensee at shall be at the sole discretion of the City.

4.10 MBE/WBE Compliance.

(a) As applicable, Licensee shall make good faith efforts to meet the following goals with respect to participation of Minority Business Enterprises/Woman-Owned Business Enterprises ("MBE/WBE") in any design (including professional services) and any construction (including installations) of Licensee undertakes pursuant to this Agreement, respectively: (i) Design: 25% MBE and 5% WBE; and (ii) Construction: 26% MBE and 6% WBE. However, in consideration of the anticipated costs of any such design and construction of the Concession, the City will accept a participation plan that meets a combined single Design and Construction goal of 26%

MBE and 6% WBE participation, which participation may be achieved with any combination of construction and design contracts. The Special Conditions and related forms used by the City in its own procurements are attached hereto as Exhibit 8 and should be used by Licensee's Subcontractors. Licensee must submit to CMR completed Schedules C's and D's from its design and construction Subcontractors demonstrating their percentage MBE and WBE participation commitments, and their good faith efforts to achieve the foregoing goals if the commitments are less than those goals. Thereafter, Licensee must submit periodic reports to CMR, in a form and frequency determined by the Commissioner, documenting its Subcontractors' compliance with their commitments.

ARTICLE 5. LICENSED SPACES

5.1 Location of Automated Retail Vending Machines. Licensee's automated retail vending machines must be located in a Licensed Retail Space identified in Exhibit 1 (or portions thereof as shall be indicated by the City) or other locations pursuant to the terms set forth herein as specified solely by the City. Exhibit 1 may be updated by agreement of the Licensee and the Commissioner from time to time to reflect changes in Licensed Space, including but not limited to any Additional Space or Relocation Space without the need to amend this Agreement. As of the Effective Date, the square footage identified in Exhibit 1 is approximate, and is subject to correction in accordance with field measurements to be taken after completion of the Vending Zone Improvements. All such measurements relating to the Licensed Spaces will be made from the manufacturers dimensions and drawings as identified on Exhibit 1. City is allowing access to the Licensed Spaces for the sole purpose of Licensee exercising the License granted, and no other purpose shall be valid unless otherwise approved in writing by the Commissioner. Licensee must confine Concession operations to Licensed Spaces. Any operation by Licensee of an automated retail vending machine outside of Licensed Retail Spaces is an Event of Default.

5.2 Storage Space. Licensee shall have access to the Storage Space, if any, identified in Exhibit 1. Storage Space is to be used to store inventory and supplies in order to facilitate use of the License. No Storage Space shall be used for purposes other than supporting Licensee's use of the License. If the Commissioner determines that Licensee is using Storage Space for purposes unrelated to supporting Licensee's use of the License, the Commissioner may unilaterally delete the Storage Space from the Licensed Spaces. If the Commissioner determines that the size of the Storage Space exceeds the needs of Licensee, the Commissioner may unilaterally reduce the size of the Storage Space.

5.3 Additional Space

(a) Commissioner Offer of Additional Space. During the Term, the Commissioner may from time to time, at the Commissioner's sole discretion, make Additional Space available in the Terminals for Licensee's use of the License. In such event, the Commissioner will send written notice to Licensee to advise Licensee of the following:

- (i) size and location of the Additional Space being offered;
- (ii) whether the Additional Space is being offered as Licensed Retail Space or Storage Space; and

(iii) the amount of the Additional Space Connection Fee, if any.

(b) Licensee Response to Offer. Within thirty (30) days after receiving the notice from the Commissioner, Licensee must notify the Commissioner if it accepts or rejects the Additional Space and, if the Additional Space will be Licensed Retail Space, the amount by which Licensee proposes to increase its Minimum Annual Guarantee to reflect the anticipated increase in Gross Revenues from the Additional Space. Upon notification from Licensee to the Commissioner that Licensee accepts Additional Space to be used as Licensed Retail Space and acceptance by the Commissioner of the proposed increase in the Minimum Annual Guarantee, Exhibits 1 and 2 shall be modified accordingly without the need for an amendment. Upon notification from Licensee to the Commissioner that it rejects the Additional Space or if Licensee fails to notify the Commissioner within thirty (30) days whether it accepts the Additional Space, the offer will terminate, and the Commissioner may offer the Additional Space to others.

(c) Additional Space Connection Fee. With respect to each automated retail vending machine to be installed on accepted Additional Space, Licensee agrees to pay the Additional Space Connection Fee, if any, applicable prior to installation of such automated retail vending machine in the Additional Space.

No Obligation to Provide Additional Space. Nothing in Section 5.03(a) or Section 5.05 requires the Commissioner to offer any Additional Space to Licensee or restricts the Commissioner's or the City's right to enter into any concession agreement with any third party for such space. **Additional Space, if any, offered to Licensee is solely for the benefit of the Airport to enhance Airport revenues, and whether or not to offer such Additional Space to Licensee is at the Commissioner's sole and absolute discretion. LICENSEE HAS NO RIGHT TO BE OFFERED ANY ADDITIONAL SPACE AND COMMISSONER IS UNDER NO OBLIGATION TO ACCEPT ANY LICENSEE PROPOSAL TO ACQUIRE ADDITIONAL SPACE.**

5.4 Relocation Space. The Commissioner may at any time during the Term require Licensee to relocate all or portion of the Licensed Spaces to another location within the Airport and revoke Licensee's permission to access the portion of the Licensed Spaces being vacated when, in the sole discretion of the Commissioner, the relocation is necessary for other Airport purposes or is in the best interest of the City. In such an event, the Commissioner will notify Licensee in writing within a reasonable period of time prior to the relocation. Such notice will be not less than ninety (90) days in advance of the relocation but, in any event, is not required more than one hundred eighty (180) days in advance. The City is responsible for reasonable costs incurred in any such relocation, including the cost of moving Licensee's automated retail vending machine and inventory.

5.5 Licensee Proposal for Modification to Licensed Spaces. Licensee may submit a written proposal for Additional Space, to remove or otherwise modify Licensed Spaces, or to install additional or change the location of existing automated retail vending machines in Licensed Retail Spaces. Any such proposal must include written support for the change and, if applicable, indicate the amount by which Licensee proposes to increase its Minimum Annual Guarantee to reflect the anticipated increase in Gross Revenues from the Additional Space. The

Commissioner has the sole authority to grant or deny such request.

5.6 Maximum Number of Automated Retail Vending Machines. The maximum aggregate number of automated retail vending machines that Licensee may operate pursuant to the License, including automated retail vending machines in Additional Space and Relocation Space, is thirty-five (35), unless otherwise increased by the Commissioner in writing, which such increase shall not require an amendment to this Agreement.

ARTICLE 6. FEES, PAYMENT TERMS AND REPORTS

6.1 Fees Payable. In consideration of Licensee's License and the associated rights and privileges granted in this Agreement, Licensee must pay the Fees incurred pursuant to this Agreement, without notice or demand, which include but are not limited to, the Fees specified below:

(a) License Fee. Beginning as of the Date of Beneficial Occupancy, an amount equal to the greater of (i) or (ii) below:

- (i) Percentage Fee. The "Percentage Fee" is an amount equal to a percentage of Gross Revenues as set forth in Exhibit 2.
- (ii) Minimum Annual Guarantee.

There is no "Minimum Annual Guarantee" or "MAG" for the first License Year of the Term. The Minimum Annual Guarantee for the second License Year is 85% of the Percentage Fee payable in the first License Year. Beginning with the third License Year, and for each License Year thereafter, the Minimum Annual Guarantee will equal the greater of 85% of the Percentage Fee payable for the preceding License Year, but no less than the Minimum Annual Guarantee set for the second License Year.

(b) Connection Fee. The Licensee shall pay the "Connection Fee" applicable to each automated retail vending machine to cover the costs of the Vending Zone Improvements pursuant to 6.02(c) The Connection Fee shall not apply to automated retail vending machines installed on Additional Space.

(c) Additional Space Connection Fee. Before installing an automated retail vending machine on Additional Space, Licensee shall pay the "Additional Space Connection Fee," if any, applicable to such automated retail vending machine to cover the costs related to adding such automated retail vending machine to the applicable Vending Zone. The Additional Space Connection Fee shall be a one-time, non-refundable fee.

(d) Additional Fees. The "Additional Fees" are the Marketing Fee, Distribution Fee, Connection Fee, Additional Space Connection Fee, Utility Usage Fee and any other charges payable to the City under this Agreement that are identified as Additional Fees.

(e) Nonpayment of Fees; Obligation to Pay Fees. Failure by Licensee to pay the Fees, or any portion thereof, when due is an Event of Default. The payment of the Fees under this

Agreement is independent of each and every other covenant and agreement contained in this Agreement, and Licensee must pay all Fees without any set off, abatement, counterclaim or deduction whatsoever except as otherwise expressly provided in this Agreement.

(f) Impositions. Licensee must timely pay, as and when due, any and all taxes, assessments, fees, and charges levied, assessed or imposed by a governmental unit upon this Agreement, Licensee's Concession business or upon Licensee's personal property, including but not limited to all permit fees and charges of a similar nature for Licensee's conduct of any business or undertaking in the Licensed Spaces (collectively, "**Impositions**"). Failure of Licensee to pay any Imposition when due, except to the extent that Licensee is allowed to withhold payment while contesting the amount of the Imposition, will constitute an Event of Default.

6.2 Time of Payments.

(a) Payment on the First of the Month. On or before the first day of each calendar month, prorated for any partial calendar month, beginning on the first day of the calendar month following the DBO and continuing throughout the Term, Licensee must pay to the City that portion of the Minimum Annual Guarantee as may be due.

(b) Payment on the Fifteenth of the Month. On or before the 15th day of each calendar month following the DBO, Licensee must pay the City:

- (i) the amount, if any, by which the Percentage Fee for the preceding month exceeds the Minimum Annual Guarantee payment that was made on the first day of the month;
- (ii) the Marketing Fee, Distribution Fee, Additional Space Connection Fee, Utility Usage Fee, and any other forms of Additional Fees, if any, based, as applicable, on the Gross Revenues of the preceding month or pre-determined amount; and
- (iii) any other charges payable to the City.

(c) Payment of the Connection Fee. On or before the 15th day of the calendar month following:

- i. the earliest Delivery Date of a Licensed Retail Space, Licensee must pay, with respect to each of Licensee's automated retail vending machines installed or anticipated to be installed pursuant to this Agreement, in Vending Zones Licensee shall pay the City the first installment of the Connection Fee.
- ii. The amount of the first installment owed per automated retail vending machine will be based on an estimate of the total costs of the Vending Zone Improvements, allocated across all automated retail vending machines to be included in Vending Zone.
- iii. the DBO, Licensees must pay, with respect to each of Licensee's automated retail vending machines installed or anticipated to be installed in Vending

Zones pursuant to this Agreement, Licensee shall pay the City, the second installment of the Connection Fee. The amount of the second installment owed per automated retail vending machine will be based on the difference between the actual costs of the Vending Zone Improvements and the estimated costs used to determine the amount owed under the first installment, allocated across all automated retail vending machines to be included in Vending Zones.

In no case shall the Connection Fee exceed \$2,500. The City shall notify Licensee of the amounts owed pursuant to this Section on or before the first calendar day of the month such installments are owed.

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

6.3 Material Underpayment or Late Payments. Without waiving any other remedies available to the City, if Licensee underpaid Fees due in any calendar year by more than 5% or failed to make any Fee payment within five (5) days of the date due, then Licensee must pay, in addition to the amounts due to the City as Fees, 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 an Additional Fee. The provision for the payment of interest does not constitute an authorization by the City of underpayment or late payment.

6.4 Reports:

(a) Monthly Reports: Licensee must produce and provide to the City a report showing a summary for each monthly payment period by the 15th day of the calendar month succeeding the applicable monthly payment period (the "**Monthly Report**"). The Monthly Report shall be on a form approved by the City, which form may be updated from time to time. The Monthly Report must reflect Gross Revenues derived from each automated retail vending machine during the applicable payment period. Additionally, the Monthly Report must include, but shall not be limited to, the following, each for the applicable monthly payment period:

- (i) the aggregate quantity of each Product sold, and the quantity of each Product sold by date sold, time of day sold, Vending Zone and automated retail vending machine;
- (ii) the aggregate Gross Revenues, and Gross Revenues by Product, Vending Zone and automated retail vending machine; and the volume of sales in dollars generated by each type of retailed item (i.e., soda, candy, snacks etc.)

dispensed at each Vending Zone by each automated retail vending machine;
and

- (iii) the monthly Gross Revenues and Fees owed to the City by each Vending Zone and each automated retail vending machine.

(b) Additional Reports. In addition to the Monthly Reports, Licensee must, if reasonably requested by the City, produce and provide reports on a daily and/or weekly basis containing the same information as the Monthly Reports but covering such daily and/or weekly payment period.

- (c) Annual Reports.

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

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

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by _____ for the year ended _____ relating to its operations at the Terminals pursuant to an Agreement dated _____, _____. Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \$ _____ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended _____."

(d) Form of Reports; Right to Audit. All such reports and statements must be prepared on a form approved by the Commissioner and must, among other things, provide a breakdown of the Gross Revenues by category of Products and an analysis of all Percentage Fees due and payable to the City with respect to the period in question. If Licensee fails to timely furnish to the Commissioner any monthly or annual statement required under this Agreement or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the Commissioner has the right (but is not obligated) without notice, to conduct an audit of Licensee's

financial records directly and solely related to this Agreement and to prepare the statements at Licensee's expense based on reasonable costs. Licensee must also provide the Commissioner with such other financial or statistical reports and information concerning the Concessions in the form as may be reasonably required from time to time by the Commissioner.

(e) Cost of Reports. All reports produced pursuant to this Section 6.04 shall be at Licensee's sole cost and expense. All such reports and any related records must be made readily available to the City and maintained by Licensee for no less than two (2) years.

ARTICLE 7. TERM OF AGREEMENT

71 Term of Agreement. The term of this Agreement is the Term as defined in Article 3, unless this Agreement is terminated earlier and in accordance with its terms. The License is revocable in accordance with the terms of this Agreement and, in any event, shall be revoked upon termination or expiration of this Agreement.

72 Holding Over. Continued occupancy by Licensee without the written consent of the Commissioner of all or a portion of the Licensed Spaces after expiration or termination of this Agreement constitutes holding over and will create a month-to-month license on the same terms and conditions as this Agreement, including payment of License Fees, until terminated by the Commissioner upon not less than thirty (30) days prior written notice to Licensee of such termination. If Licensee continues to hold over after receipt of such written notice, Licensee must pay License Fees for the entire holdover following the termination date under the notice, at double the rates of the License Fees. No occupancy of the Licensed Spaces by Licensee after the expiration or other termination of this Agreement extends the Term of this Agreement. Also, in the event of any unauthorized and willful occupancy after expiration or termination of this Agreement, Licensee 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 Licensee as set forth in this Agreement must continue in effect.

73 Extension Option. The Commissioner may at any time before this Agreement expires elect to extend this Agreement for up to two (2) additional one (1) year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Licensee. If Licensee agrees to such extension, then after notification by the Commissioner, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 11.03.

74 Termination Due to Change in Airport Operations. This Agreement, or the License, is subject to termination by either party on sixty (60) days' written notice in the event of any action by the FAA, the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Airport, the Terminals or a portion thereof that renders performance by either party hereunder 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 result of any Event of Default of Licensee.

75 Early Termination. Notwithstanding anything to the contrary set forth in this

Agreement, the Commissioner may terminate this Agreement with respect to any or all of the Licensed Space without cause for any reason, in the Commissioner's sole discretion, upon at least ninety (90) days prior written notice to Licensee. Upon the effective date set forth in such notice, Licensee shall surrender and vacate that portion of Licensed Space as to which this Agreement is being terminated as if the Agreement had expired on that date with respect to such Licensed Space. In the event of such early termination, the City shall pay to Licensee a "Licensed Space Termination Payment", which shall be defined herein to include the following: a sum equal to Gross Revenues earned by Licensee from the Licensed Space being terminated during the four (4)-month period immediately preceding the termination date, less the Fees payable to the City for that period. Upon Licensee's receipt of the Licensed Space Termination Payment and vacation of the Licensed Space, the City and Licensee shall thereafter be released from any and all obligations under this Agreement with respect to the Licensed Space except for such obligations which are expressly stated to survive the expiration or earlier termination of this Agreement.

ARTICLE 8. INSURANCE, INDEMNIFICATION AND SECURITY

8.1 Indemnification.

(a) Indemnity. 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"), Licensee must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees, from and against any and all Losses.

(b) Losses. "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 Licensee, its employees, agents, subtenants, and Subcontractors.

(c) Defense of Suits. At the City Corporation Counsel's option, Licensee must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Licensee of any of its obligations under this Agreement. Licensee 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 involves the Airport.

(d) Waiver of Indemnity Limits. To the extent permissible by law, Licensee 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 Licensee 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 City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other judicial decision.

(e) Survival. The indemnities contained in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement

or as the result of or during Licensee's performance of Services beyond the Term. Licensee 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 Licensee's duties under this Agreement, including the insurance requirements.

8.2 Insurance Requirements. Licensee must, at its sole expense, procure and maintain at all times during the Term of this Agreement, and during any time period following expiration or termination of this Agreement during which Licensee is holding over or Licensee is required to return to the Licensed Space for any reason whatsoever, the types of insurance specified in Exhibit 6 covering all operations under this Agreement, with insurance companies authorized to do business in the State of Illinois.

8.3 Disclaimer by City. Notwithstanding anything in this Agreement to the contrary, City expressly disclaims any and all liability for damage of any kind to the automated retail vending machines, except to the extent that such damage is caused by the grossly negligent acts or omissions or willful misconduct of the City or its employees. Responsibility for repairing and/or replacing any damaged or broken automated retail vending machine, and all liability for damage to the automated retail vending machines shall be the responsibility of Licensee, except to the extent that such damage is caused by the grossly negligent acts or omissions or willful misconduct of the City or its employees. City's total disclaimer applies whether the damage to the automated retail vending machine occurs while such automated retail vending machine is in the Licensed Spaces, are in the process of being transported to or from one of the Licensed Spaces, or are in the process of being installed or removed from one of the Licensed Spaces.

8.4 Security.

(a) Form of Security.

(i) Licensee must deliver to the City no later than the earlier to occur of: a) 30 days after the Effective Date or b) the Delivery Date for the first Licensed Space, an irrevocable, unconditional sight draft Letter of Credit in favor of the City. The face amount of the Letter of Credit and any replacements or renewals of it must be maintained by Licensee, through and including the date that is 180 days after the expiration of the Term or termination of this Agreement, as follows: the face amount of the Letter of Credit must at all times equal a) 25% of the estimated third full License Year MAG, based on projected Gross Revenues or other reasonable method mutually agreed upon by both parties (without consideration of any pro-rationing on account of either a License Year of less than 12 months or partial occupancy of the Licensed Space) and b) the Letter of Credit will be required to be adjusted, as the MAG increases or decreases throughout the term. The Letter of Credit must be in the form set forth in Exhibit 6 or as otherwise approved by the Corporation Counsel.

(ii) In lieu of the Letter of Credit, Licensee may provide cash or a cashier's check in the same amount for immediate deposit in the City's accounts. The Letter of Credit, cash or cashier's check, as applicable, is referred to in this Agreement as the "Security." The

original Letter of Credit, and all replacements of it, must be issued with an expiry date of at least one year after their respective dates of issuance. The Security secures the faithful performance by Licensee of all of Licensee's obligations under this Agreement. The Commissioner is entitled to draw on any such Letter of Credit unless proof of renewal of the Letter of Credit or a replacement Letter of Credit in form and substance satisfactory to the Comptroller has been furnished to the Commissioner at least 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 Licensee's obligations under this Agreement. The Commissioner is not obligated to pay or credit Licensee with interest on any Security.

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

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

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

(c) No Excuse from Performance. If the financial condition of any Letter of Credit issuer issuing the Letter of Credit materially and adversely changes, the Commissioner may, at any time, require that the Letter of Credit be replaced with a Letter of Credit from another institution and in accordance with the requirements set forth in this section.

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

ARTICLE 9. EVENTS OF DEFAULT, REMEDIES AND TERMINATION

9.1 Events of Default. Each of the following (a) through (n) constitute Events of Default by Licensee under this Agreement. The Commissioner will notify Licensee in writing of any event that the Commissioner believes to be an Event of Default. Licensee 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 Agreement provides for a different cure period for a particular Event of Default, that different cure period will apply; (ii) if a provision of this Agreement does not allow a right to cure a particular Event of Default, there will be no right to cure; and (iii) if neither (i) or (ii) apply and if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Licensee 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 forty-five (45) days from delivery of the notice, Licensee will have the additional time, not in any event to exceed forty-five (45) days, to cure the failure.

- (a) Any material misrepresentation made by Licensee to the City in the inducement to City to enter this Agreement or in the performance of this Agreement. There is no right to cure this Event of Default.
- (b) Licensee's failure to make any payment in full when due under this Agreement and failure to cure the default within five (5) days after the City gives written notice of the non-payment to Licensee. In addition, Licensee's failure to make any such payment within five (5) days after the written notice more than three (3) times in any License Year constitutes an Event of Default without the necessity of the City giving notice of the fourth failure to Licensee or allowing Licensee any opportunity to cure it.
- (c) Licensee'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 Licensee contained in this Agreement.
- (d) Licensee's failure to promptly and fully perform any obligation or duty, or to comply with any restriction of Licensee contained in this Agreement concerning Transfer or Change in Ownership, whether directly or indirectly, of Licensee's rights or interests in this Agreement or of the ownership of Licensee.
- (e) Licensee's failure to provide or maintain the insurance coverage required under this Agreement (including any material noncompliance with the requirements) and the failure to cure the Event of Default within two days following oral or written notice from the Commissioner; or, if the noncompliance is nonmaterial, the failure to cure the Event of Default within twenty (20) days after the Commissioner gives written notice. The Commissioner, in the Commissioner's sole discretion, will determine if noncompliance is material.

- (f) Licensee's failure to conduct Concession operations in any Licensed Retail Space at all times Licensee is required to do so under this Agreement.
- (g) Licensee's failure to comply with the Value Pricing policy.
- (h) An Event of Default by Licensee or any Affiliate under any other agreement it may presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period.
 - (i) Licensee does any of the following and the action affects Licensee's ability to carry out the terms of this Agreement:
 - (i) becomes insolvent, as the term is defined under Section 101 of the Bankruptcy Code as amended from time to time;
 - (ii) fails to pay its debts generally as they mature;
 - (iii) seeks the benefit of any present or future federal, state or foreign insolvency statute;
 - (iv) makes a general assignment for the benefit of creditors;
 - (v) files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or
 - (vi) consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.
- (j) An order for relief is entered by or against Licensee 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.
- (k) Licensee is dissolved.
- (l) A violation of law that results in a guilty plea, a plea of nolo contendere, guilty finding, or conviction of a criminal offense, by Licensee, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Agreement, and that may threaten, in the sole judgment of Commissioner, Licensee's performance of this Agreement in accordance with its terms.
- (m) Any failure to perform, act, event or omission that is specifically identified as an Event of Default elsewhere in this Agreement.
 - (n) Failure to provide an EDS when required.

92 Remedies. If an Event of Default occurs and is not cured by Licensee in the time allowed, in addition to any other remedies provided for in this Agreement, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies:

- (a) Terminate this Agreement with respect to all or a portion of the Licensed Spaces and exclude Licensee from that using the License in the Licensed Space affected by

the termination. If the Commissioner elects to terminate this Agreement, the Commissioner may, at the Commissioner's sole option, serve notice upon Licensee that this Agreement ceases and expires and becomes absolutely void with respect to the Licensed Space 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 Licensee 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. Licensee has up to 30 days following termination to remove Equipment. At the expiration of the time limit in the notice, this Agreement and the Term of this Agreement, as well as the right, title and interest of Licensee under this Agreement, wholly ceases and expires and becomes void with respect to the Licensed Space identified in such notice in the same manner and with the same force and effect (except as to Licensee's liability) as if the date fixed in the notice were the date in this Agreement stated for expiration of the Term with respect to the Licensed Space identified in such notice.

- (b) Recover all Fees, including Additional Fees and any other amounts due that have accrued and are then due and payable and also all damages available at law or under this Agreement. If the Agreement is terminated, whether in its entirety or with respect to a part of the Licensed Space, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Licensee would have been obligated to pay for the balance of the Term with respect to the Licensed Space, or if this Agreement is terminated with respect to a portion of the Licensed Space, that portion of the Licensed Space affected by the termination, calculated as provided in this Agreement or, if not fixed, as reasonably estimated and prorated among the various portions of the Licensed Spaces. Should the City replace the Licensed Spaces, prior to the Term end date, with a comparable Licensee, the amount due will be through the relicensed date. 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 License Year immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term with respect to all or a portion of the Licensed Space must be discounted to present value at the Default Rate existing as of the date of termination. The Commissioner may declare all amounts to be immediately due and payable.
- (c) Distrain upon and remove from all inventory, equipment, machinery, trade fixtures and personal property of any kind or nature, whether owned by Licensee or by others, abandoned or remaining in Licensed Space 30 days after termination, and to proceed without judicial decree, writ of execution or assistance or involvement of constables or the City's and Licensee's officers, to conduct a private sale, by auction or sealed bid without restriction. Licensee waives the benefit of all laws, whether now in force or later enacted, exempting any of Licensee's property on the Licensed Space or elsewhere from distraint, levy or sale in any legal proceedings taken by

the City to enforce any rights under this Agreement.

- (d) Seek and obtain specific performance, a temporary restraining order or an injunction, or any other appropriate equitable remedy.
- (e) Seek and obtain money damages; including special, exemplary, incidental and consequential damages.
- (f) Deem Licensee and Affiliates non-responsible in future contracts or concessions to be awarded by the City.
- (g) Declare Licensee 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.
- (h) Require Licensee to terminate a Subcontract that is causing breaches of this Agreement.

93 Effect of Default and Remedies.

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

(b) Non-Exclusive Remedies. All rights and remedies of the City under this Agreement are separate and cumulative, and none excludes any other right or remedy of the City set forth in this Agreement or allowed by law or in equity. No termination of this Agreement or revocation of the License deprives the City of any of its remedies against Licensee for Fees, including Additional Fees or other amounts due or for damages for Licensee's breach of this Agreement. Every right and remedy of the City under this Agreement survives the expiration of the Term or the termination of this Agreement.

ARTICLE 10. SPECIAL CONDITIONS

10.1 Warranties and Representations. In connection with the execution of this Agreement, Licensee warrants and represents statements (a) through (j) 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, Licensee must promptly notify the Commissioner in writing. Failure to do

so will constitute an Event of Default. Licensee must incorporate all of the provisions set forth in this Section 10.01 in all Subcontracts entered into with any suppliers of materials, furnishers of services, Subcontract, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any materials, labor or services in connection with this Agreement, such that the parties warrant, represent and covenant to Licensee as to the matters set forth in this Section. Licensee must cause its Subcontractors to execute those affidavits and certificates that may be necessary in furtherance of these provisions. The certifications must be attached and incorporated by reference in the applicable agreements. If any Subcontract is a partnership or joint venture, Licensee must also include provisions in its Subcontract ensuring that the entities comprising the partnership or joint venture are jointly and severally liable for its obligations under it.

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

(b) Licensee is qualified to do business in the State of Illinois; and Licensee has a valid current business privilege license to do business in the State of Illinois and the City of Chicago, if required by applicable law.

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

(i) conflict with or result in a breach, default or violations of: Licensee's organizational documents; any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any lease or permit; or any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Licensee 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 Licensee under the terms of any instrument or agreement.

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

(e) This Agreement constitutes the legal, valid and binding obligation of Licensee, enforceable against Licensee 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 Licensee or has a financial interest directly or indirectly in this Agreement, a Subcontract under it, or the compensation to be paid under it except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code and as may otherwise be permitted by law.

(g) Licensee has not and will not knowingly used the services of any person or entity for any purpose in its performance under this Agreement, when such person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation, or when such person or entity has an interest that would conflict the performance of services under this Agreement.

(h) Neither Licensee nor any Affiliate of Licensee is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U. S. Department of Commerce or their successors, or on any other list of persons with which the City may not do business under applicable law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, and Entity List, and the Debarred List.

(i) Licensee, and to the best of Licensee's knowledge, its Affiliates, Subcontractors, any of their respective owners holding 7.5% or more beneficial ownership interest, and any of Licensee's directors, officers, members, or partners:

- (i) currently have no interest, directly or indirectly, that conflicts in any manner or degree with Licensee's performance under this Agreement and will not at any time during the Term have any interest nor acquire any interest, directly or indirectly, that conflicts or would or may conflict in any manner or degree with Licensee's performance under this Agreement;
- (ii) have no outstanding parking violation complaints or debts, as the terms are defined in Section 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;
- (iii) are not in default under any other City contract or agreement as of the Effective Date, nor have been deemed by the City to have been in default of any other City contract or agreement within five years immediately preceding the Effective Date;
- (iv) are not in violation of the provisions of §2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency;

- (v) are not delinquent in the payment of any taxes due to the City; and
- (vi) will not make use of the Licensed Space in any manner that might interfere with the landing and taking off of aircraft at the Airport under current or future conditions or that might otherwise constitute a hazard to the operations of the Airport or to the public generally.

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

- (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (ii) the nature of the Concession license being granted;
- (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement;
- (iv) the general conditions that may in any way affect this Agreement or its performance;
- (v) the compensation provisions of this Agreement; or
- (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (iv) immediately above, affecting or having any connection with this Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it.

Business Documents, Disclosure of Ownership Interests and Maintenance of Existence

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

(b) Economic Disclosure Statement. Licensee has provided the Commissioner with an EDS for itself and EDSs for all entities with an ownership interest of 7.5 percent or more in Licensee, copies of which have been scanned for viewing on the City's website. Upon request by the Commissioner, Licensee must further cause its Subcontractors, sublicensees and proposed Transferees (and their respective 7.5 percent owners) to submit an EDS to the Commissioner. Licensee must provide the Commissioner, upon request, a "no change" affidavit if the information in the EDS(s) previously supplied remains accurate, or revised and accurate EDS(s) if the information contained in the EDS(s) has changed. In addition, Licensee 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.

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

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

104 Transfer or Change of Ownership.

(a) Limits on Licensee's Transfers and Changes in Ownership.

(i) Licensee may not sell, assign, sublicense, convey, pledge, encumber or otherwise transfer (individually and collectively, "Transfer") all or any part of its rights or interests in or to this Agreement, the License, the Licensed Space, the Term, or otherwise permit any third party to use the Licensed Space, without prior consent of the City, which consent may be given or denied in the City's sole and absolute discretion. Transfers involving all of Licensee's interest in this Agreement require approval of the City Council. Transfers of less than all of Licensee's interest in this Agreement require approval of the Commissioner. Prior consent by the City to any Transfer does not relieve Licensee from the requirement of obtaining consent from the City for any subsequent Transfer. Transfers that have the effect of granting a third party a security interest in this Agreement or pledge any portion of Gross Revenues or any automated retail vending machine in a Licensed Space as collateral for Licensee financing are strictly prohibited and, if entered into by Licensee, are an Event of Default.

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

a. City Council, in its sole discretion, if the Change in Ownership involves

- a 100% Change in Ownership of Licensee, or
- b. the Commissioner, in the Commissioner's reasonable discretion, if the Change in Ownership involves less than a 100% Change in Ownership of Licensee.

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

- (iv) Consent by the City to any Change in Ownership does not relieve

Licensee (or if Licensee is a joint venture, any of the entities comprising Licensee) from the requirement of obtaining consent from the City for any subsequent Change in Ownership.

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

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

Transfer over the Fees payable to the City under this Agreement.

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

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

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

(c) Subcontractor Agreements. The provisions of this Agreement, to the extent applicable, are deemed a part of any contract between Licensee and a Subcontractor.

105 Compliance with Laws. Licensee must at all times observe and comply with all applicable laws, statutes, ordinances, rules, regulations, court orders and executive or administrative orders and directives of the federal, state and local government, now existing or later in effect (whether or not the law also requires compliance by other parties), including the Americans with Disabilities Act and Environmental Laws, that may in any manner affect the performance of this Agreement (collectively, "Laws"), and must not use the Licensed Space, or allow the Licensed Space to be used, in violation of any Laws or in any manner that would impose liability on the City or Licensee under any Laws. Licensee must notify the City within seven days

of receiving notice from a competent governmental authority that Licensee or any of its Subcontractor may have violated any Laws. Provisions required by any Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement. Without limiting the foregoing, Licensee covenants that it will comply with all Laws, including but not limited to the following:

(a) In connection with Section 2-92-320 of the Municipal Code, Licensee has executed an EDS, which is attached to this Agreement as Exhibit 9 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 Licensee enters into a contractual relationship with a Subcontractor, it is determined that the contractual relationship is in violation of this subsection, Licensee must immediately cease to use the Subcontractor. All Subcontracts must provide that Licensee is entitled to recover all payments made by it to the Subcontractor if, before or subsequent to the beginning of the contractual relationship, the use of the Subcontractor would be violative of this subsection.

(b) It is the duty of Licensee and all officers, directors, agents, partners, and employees of Licensee to cooperate with the Inspector General and the Legislative Inspector General of the City in any investigation or hearing undertaken under Chapter 2-56 or Chapter 2-55 of the Municipal Code, respectively. Licensee understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. Licensee must inform all Subcontractors of this provision and require under each Subcontract compliance herewith by each Subcontractors as to each such Subcontractor and all of its officers, directors, agents, partners and employees.

(c) Licensee must not use or allow the Licensed Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental Laws, except in full compliance with all Environmental Laws. Licensee must not use or allow the Licensed Space to be used for the storage of any such hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the Concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Agreement, Licensee must surrender the Licensed Space to the City free from the presence and contamination of any hazardous substances.

(d) In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Licensee warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Municipal Code (collectively, the "Waste Sections"):

7-28-390 Dumping on public way—Violation—Penalty; 7-
28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge; 11-
4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste; 11-4-
1530 Compliance with rules and regulations required; 11-4-
1550 Operational requirements;
11-4-1560 Screening requirements; and
any other sections listed in Section 11-4-1600(e), as it may be amended from time to time.

During the period while this Agreement is executory, Licensee's or any Subcontractor's

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

(e) Section 2-92-586 of the Municipal Code: The City encourages Licensee to use licensees and sublicensees that are firms owned or operated by individuals with disabilities, as defined by section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

- (f) Prohibition on Certain Contributions (Mayoral Executive Order No. 2011-4):
- (i) Licensee agrees that Licensee, any person or entity who directly or indirectly has an ownership or beneficial interest in Licensee of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Licensee's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Licensee 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 Licensee, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Licensee and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.
- (ii) Licensee 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 Licensee or the date Licensee approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Licensee 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.

- (iii) Licensee agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive

Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

- (iv) Licensee 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 Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.
- (v) If Licensee 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 Licensee's bid.
- (vi) For purposes of this provision:
 - "Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to the Mayor's political fund-raising committee.
 - "Other Contract" means any other agreement with the City of Chicago to which Licensee 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; and
- f. the partners have been residing together for at least 12 months; and
- g. the partners have common or joint ownership of a residence; and
- h. the partners have at least two of the following arrangements:
 - 1) joint ownership of a motor vehicle; and
 - 2) a joint credit account; and
 - 3) a joint checking account; and
 - 4) a lease for a residence identifying both domestic partners as tenants.
- i. Each partner identifies the other partner as a primary beneficiary in a will. "Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

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

(h) Pursuant to section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of §2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (1) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (2) the authorized compensation paid to an official or employee for his office or employment; (3) any economic benefit provided equally to all

residents of the city; (4) a time or demand deposit in a financial institution; or (5) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

(i) Visual Rights Act.

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

(ii) Licensee represents and warrants that it will obtain a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and sublicensees, or any other artists. Licensee 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 Licensed Space.

106 Airport Security.

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

TSA and the FAA and in effect at the time of their submission.

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

(c) Gates and doors located on the Licensed Space, if any, that permit entry into restricted areas at the Airport must be kept locked by Licensee at all times when not in use or under Licensee's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner or the Commissioner's designee without delay and must be kept under constant surveillance by Licensee until the malfunction is remedied.

(d) In connection with the implementation of its security program, Licensee may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Licensee acknowledges that all such knowledge and information is of a highly confidential nature. Licensee 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. Licensee further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Licensee's covenants and agreements as set forth in this section.

(e) Licensee understands that fines and/or penalties may be assessed by the TSA or FAA for Licensee's noncompliance with the provisions of 49 CFR Parts 1540 and 1542 entitled "Airport Security" or by other agencies for noncompliance with regulations applicable to Licensee's operations. In the event the City shall be subject to any fine or penalty by reason of any violation at the Airport of any such rule, regulation or standard, the Commissioner may conduct an investigation and make a determination as to the identity of the party responsible for the violation. If it is determined by the Commissioner that Licensee, or any party for which Licensee is liable under this Agreement, is responsible for all or part of the fine or penalty, Licensee shall pay said amount of the fine or penalty as Additional Fees.

10.7 Non-Discrimination.

(a) Licensee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that:(i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or

otherwise be subjected to discrimination in the use of the Licensed Space; (ii) in the furnishing of services in the Licensed Spaces, 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) Licensee will use the License 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) Licensee shall operate the Concession on a fair, equal, and not illegally discriminatory basis to all users of it, and shall charge fair, reasonable, and nondiscriminatory prices for Products (but Licensee is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.) In addition, Licensee assures that it will comply with all other pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance.

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

(c) Licensee 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. § 2000e note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-06 (1981); Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 and 41 CFR Part 60 et seq. (1990) and 49 CFR Part 21, as amended (the "ADA"); and all other applicable federal statutes, regulations and other laws.

(d) Licensee 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 Ill. Admin. Code §750 Appendix A. Furthermore, Licensee 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) Licensee 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, Licensee must furnish or must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

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

(g) Noncompliance with this Section will constitute a material breach of this Agreement; therefore, in the event of such breach, Licensee authorizes the City to take such action as federal, state or local laws permit to enforce compliance, including judicial enforcement. In the event of Licensee's noncompliance with the nondiscrimination provisions of this Agreement, the City may impose such sanctions as it or the Federal or state government may determine to be reasonably appropriate, including cancellation, termination or suspension of the Agreement, in whole or in part.

(h) Licensee 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. Licensee 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.

(j) The City is committed to compliance with federal Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), and related FAA guidance. Licensee must cooperate with the City, and require its Subcontractors to cooperate, in updating and implementing the LEP access plan. This may include but is not limited to collecting demographic data and conducting surveys of LEP customers, providing multilingual signage and menus, and hiring multilingual staff.

(k) The Licensee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Licensee transfers its obligation to another, the transferee is obligated in the same manner as the Licensee.

This provision obligates the Licensee for the period during which the property is owned, used or possessed by the Licensee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

108 Airport Concession Disadvantaged Business Enterprises (ACDBEs). This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 C.F.R. Parts 26 and 23, as amended from time to time. Licensee must comply with the Special Conditions Regarding ACDBE participation attached hereto as Exhibit 7 and incorporated here by reference. Failure to comply with such Special Conditions shall be an Event of Default.

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

10.10 Aviation 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 Licensed Space. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport. Licensee by accepting this License agrees for itself, its successors, and assigns that it will not make use of the Licensed Space in any manner that might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Licensed Space and cause the abatement of the interference at the expense of Licensee.

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

10.12 2014 Hiring Prohibitions.

(a) The City is subject to the June 16, 2014, "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) Licensee is aware that City policy prohibits City employees from directing any individual to apply for a position with Licensee, either as an employee or as a sublicensee, and from directing Licensee to hire an individual as an employee or as a sublicensee. Accordingly, Licensee must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel of Licensee in connection with this License are employees or sublicensees of Licensee, not employees of the City of Chicago. This Agreement 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 Licensee.

(c) Licensee will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel associated with this Agreement, or offer employment to any individual to provide services associated with this Agreement, 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 Agreement, 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 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 Licensee by a City employee or City official in violation of this Section, or advocating a violation of this Section above, Licensee 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.

ARTICLE 11. GENERAL CONDITIONS

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

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

11.3 Amendments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement may be amended only by a written agreement and signed by the City and Licensee. No review or approval by the Commissioner constitutes a modification of this Agreement (except to the extent that the review or approval expressly provides that it constitutes such a modification or it is apparent on its face that the review or approval, if made in writing, modifies terms or provisions of this Agreement that are within the express powers of the Commissioner under this Agreement to modify), or excuses Licensee from compliance with the requirements of this Agreement or of any applicable laws, ordinances or regulations. Amendments must be signed by the Mayor, provided that the Commissioner alone may sign amendments to the Exhibits. Notwithstanding the foregoing, any amendment that would modify the Agreement such that the Agreement would no longer substantially conform to the form of Agreement that was approved by City Council requires approval by the City Council.

11.4 Severability. Whenever possible, each provision of this Agreement must be

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

115 Covenants in Subcontracts. All obligations imposed on Licensee under this Agreement pertaining to the maintenance and operation of the automated retail vending machines and compliance with the ACDBE requirements in this Agreement are deemed to include a covenant by Licensee to insert appropriate provisions in all Subcontracts covering work under this Agreement and to enforce compliance of all Subcontractors with the requirements of those provisions.

116 Governing Law. This agreement is deemed made in the state of Illinois and governed as to performance and interpretation in accordance with the laws of Illinois. Licensee 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 any way concerning the execution or performance of this Agreement. Licensee consents to service of process on Licensee, at the option of the City, by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Licensee, or by personal delivery on any officer, director, or managing or general agent of Licensee. If any action is brought by Licensee against the City concerning this Agreement, the action can only be brought in those courts located within Cook County, Illinois.

117 Entire Agreement. Any notices or other communications pertaining to this Agreement must be in writing and are deemed to have been given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices are deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, three (3) days after deposit in the U.S. mails, or otherwise upon refusal of receipt. Unless otherwise directed by Licensee in writing, all notices or communications from the City to Licensee will be addressed to the person identified as Licensee's contact person in Licensee's EDS, as attached as Exhibit 9. All notices or communications from Licensee to the City must be addressed to:

Commissioner, Chicago Department of Aviation
City of Chicago
O'Hare International Airport
10510 W. Zemke Rd Chicago,
Illinois 60666

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

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

City Comptroller
City of Chicago
City Hall - Room 501 121
N. LaSalle Street
Chicago, Illinois 60602

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

City of Chicago, Department of Law
Aviation, Environmental, Regulatory and Contracts Section 2
North LaSalle Street, Suite 540
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.

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

119 Subordination.

(a) This Agreement is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Agreement, then Licensee consents to the changes to this Agreement.

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

(c) To the extent of a conflict or inconsistency between this Agreement and any agreement described in paragraphs (a) and (b) above, those provisions in this Agreement so conflicting must be performed as required by those agreements referred to in paragraphs (a) and (b).

11.10 Conflict. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any Subcontract between Licensee and third parties, the terms and provisions of this Agreement govern and control.

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

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

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

11.14 Estoppel Certificate. From time to time upon not less than 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 Agreement and the parties' performance under this Agreement, including the following:

- A. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of the modifications and that the Agreement as modified is in full force and effect);
- A. the dates to which Fees, including Additional Fees, have been paid and the amounts

of the Fees most recently paid;

- B. that the requesting party is not in default under any provision of this Agreement, or, if in default, the nature of it in detail;
- C. in the case of the City's request under this Agreement, such further matters as may be requested by the City, it being intended that any such statement may be relied upon by third parties.

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

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

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

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

SIGNATURE PAGE

SIGNED:

CITY OF CHICAGO

By: Lei E. Lyght on
Mayor

Date: 12/8/2022

RECOMMENDED BY: Janell
Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

Jan A.
Assistant Corporation Counsel

NUTS ON CLARK, INC.

By: Estelle Kuncy

Its: President
[Title]

Date: 11-8-20-21

[Notary]



Jose M. Afante
11/8/2021

[(Sub)Exhibit 4 referred to in this Automated Retail License Agreement with Nuts On Clark, Inc. unavailable at time of printing.]

(Sub)Exhibits 1 2, 3, 5, 6, 7, 8, 9, 10, 11 and 12 referred to in this Automated Retail License Agreement with Nuts On Clark, Inc. read as follows:

(Sub)Exhibit 1.
(To Automated Retail License Agreement With Nuts On Clark, Inc.)

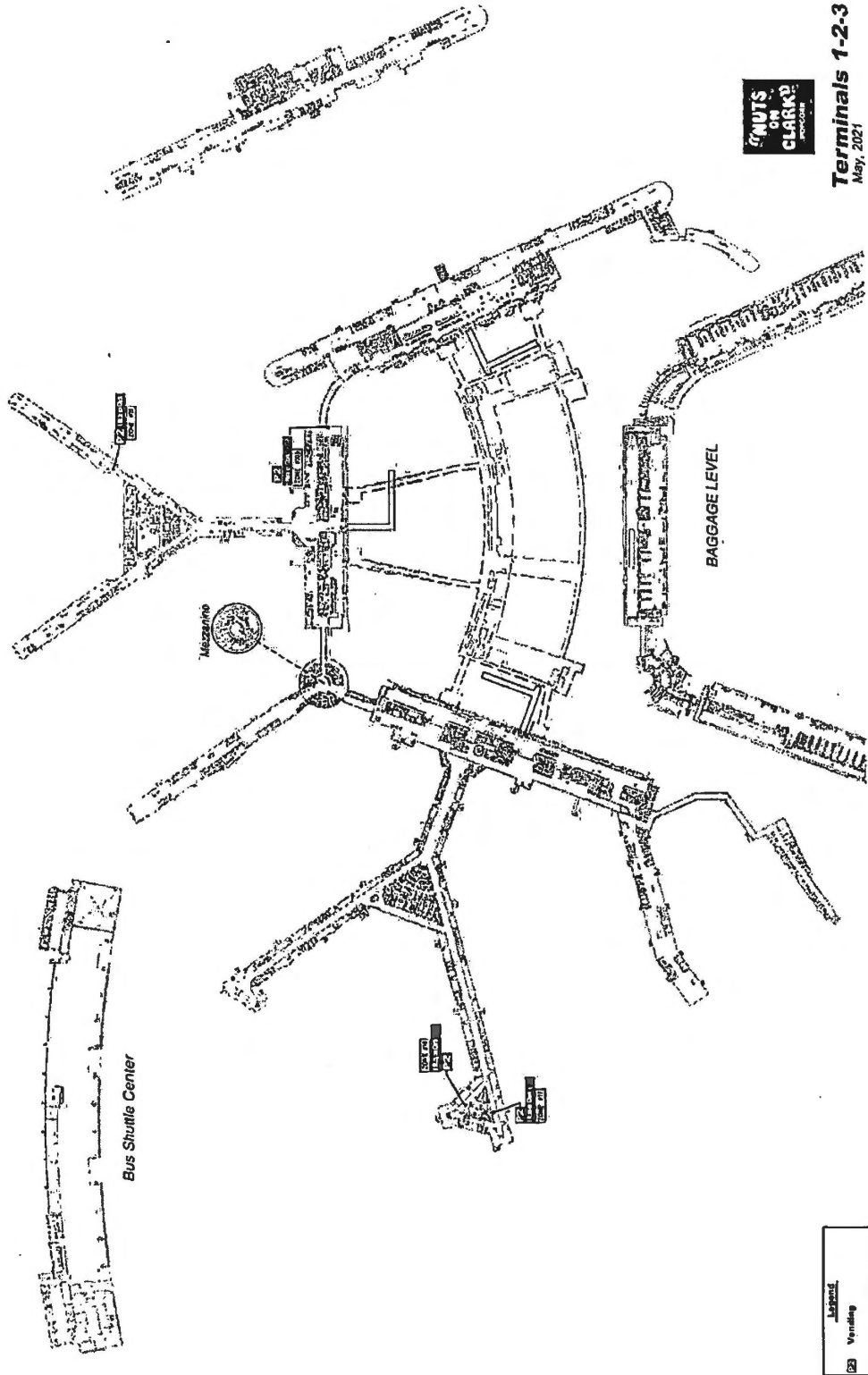
Licensed Spaces Including Confirmation Of DBO.

The Licensed Retail Spaces are located at Chicago O'Hare International Airport and include the Vending Zones in which Licensee's automated retail vending machines are located as per the following:

Vending Zone	Automated Retail Vending Machine	LOD Space ID Number
1	n/a	T1B.U.107.B
2	n/a	T1B.U.12.B
3	n/a	T1B.U.73.M
4	n/a	T1B.L.94.O
5A	n/a	T1C.T.G.C
5B	n/a	T1B.THH.V
6	n/a	T2E.U.39.A
7	n/a	TEF.U.5L.L
8	n/a	T2F.U.45.E
9	Nuts on Clark	T2E.U.48.A
10	n/a	T2.L.40.6
11	n/a	T2EF.U.16.D
12	n/a	T2.U.45.J
13	n/a	T3.U.8C.D
14	n/a	T3G.U.33.C
15	n/a	T3H.U.30.E
16	Nuts On Clark	T3K.9Ma.A

17	Nuts on Clark	T3K.U.75.L
18A	n/a	T3.L.8Y.C
18B	n/a	T3.L.8Y.C
19	n/a	CTA Pedway
20A	n/a	T2.U.4A.D
20B	Nuts on Clark	T2.U.4C.E
21	n/a	T3.U.8AA.F
22	n/a	T3HK.U.9R.E
23	n/a	L Stinger.U.2.3.A
24A	n/a	T2 CTA Pedway
24B	n/a	T2 CTA Pedway
24C	n/a	T2 CTA Pedway
25	n/a	Bus Shelter Center

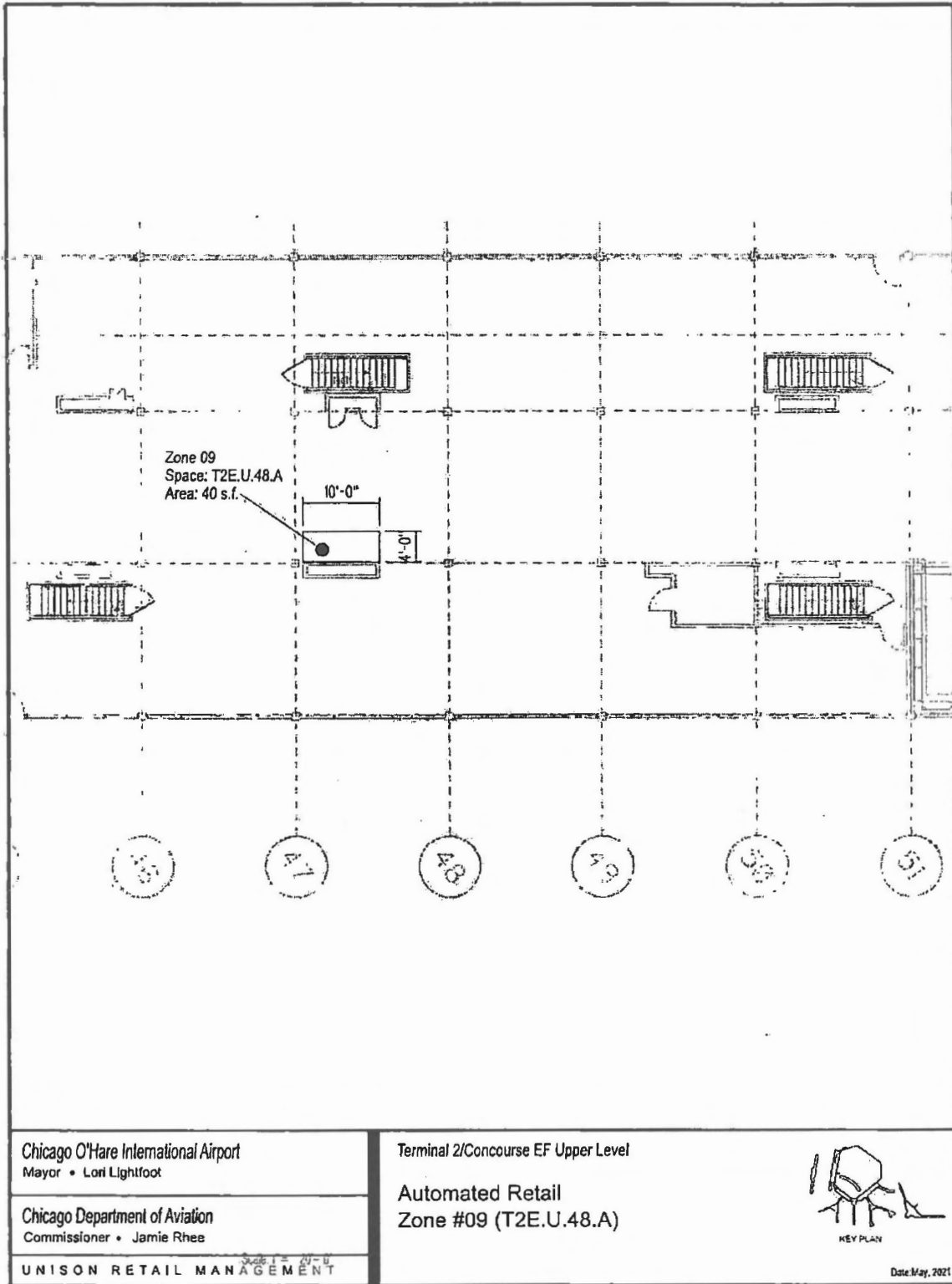
The Date of Beneficial Occupancy is: TBD

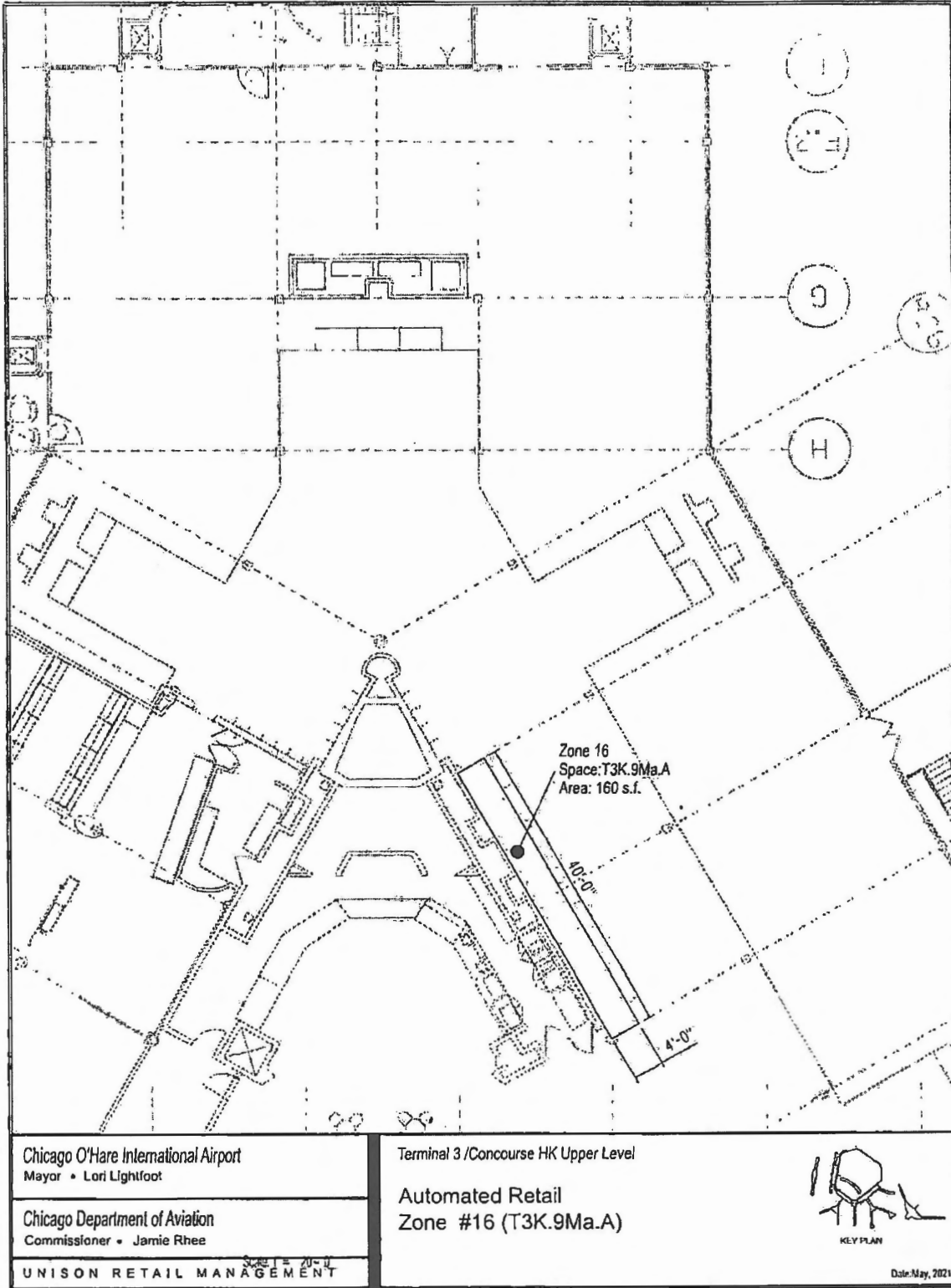


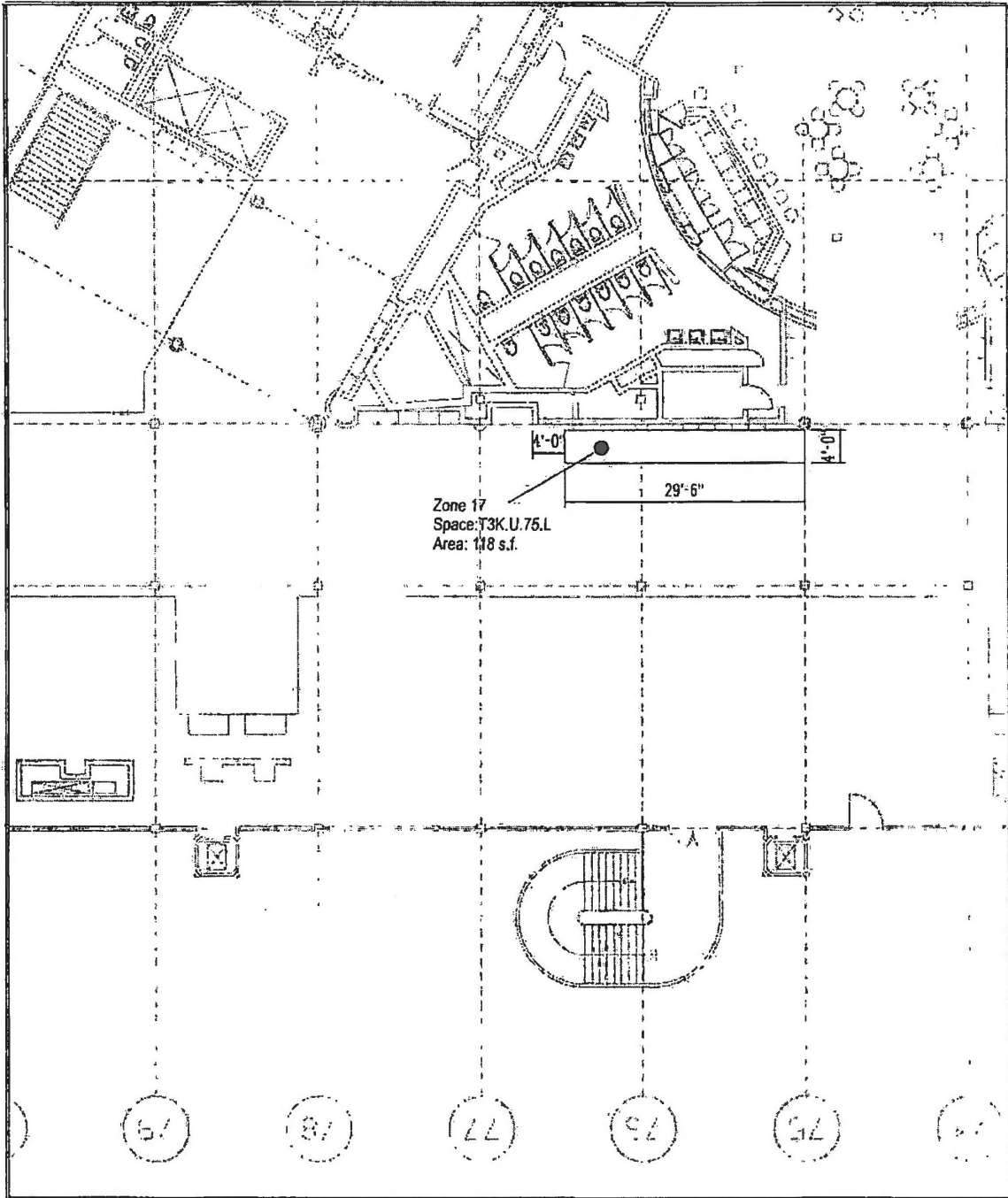
MUTS
ON
CLARK

Terminals 1-2-3
May, 2021

Legend
Vending







Chicago O'Hare International Airport
Mayor • Lori Lightfoot

Chicago Department of Aviation
Commissioner • Jamie Rhee

UNISON RETAIL MANAGEMENT

Terminal 3 /Concourse HK Upper Level

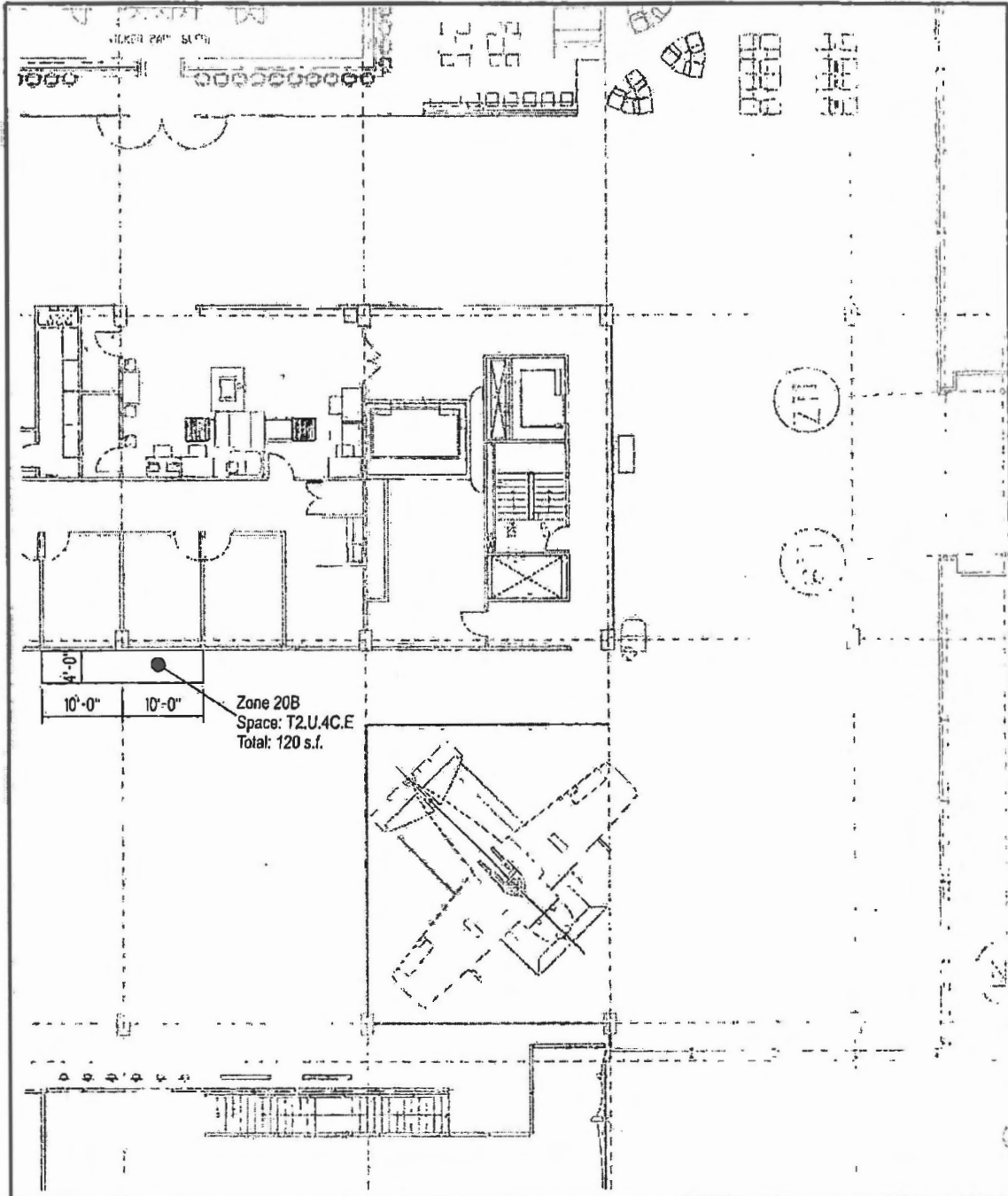
Automated Retail
Zone #17 (T3K.U.75.L)



KEY PLAN

Date: May, 2021

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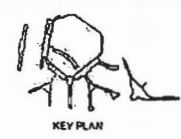
Chicago O'Hare International Airport
Mayor • Lori Lightfoot

Chicago Department of Aviation
Commissioner • Jamie Rhee

UNISON RETAIL MANAGEMENT

Terminal 2 Upper Level
Automated Retail
Zone # 20B (T2.U.4C.E)

Scale: 1/16" = 1'-0"



Date: May, 2021
GRIFFIN SAO Services

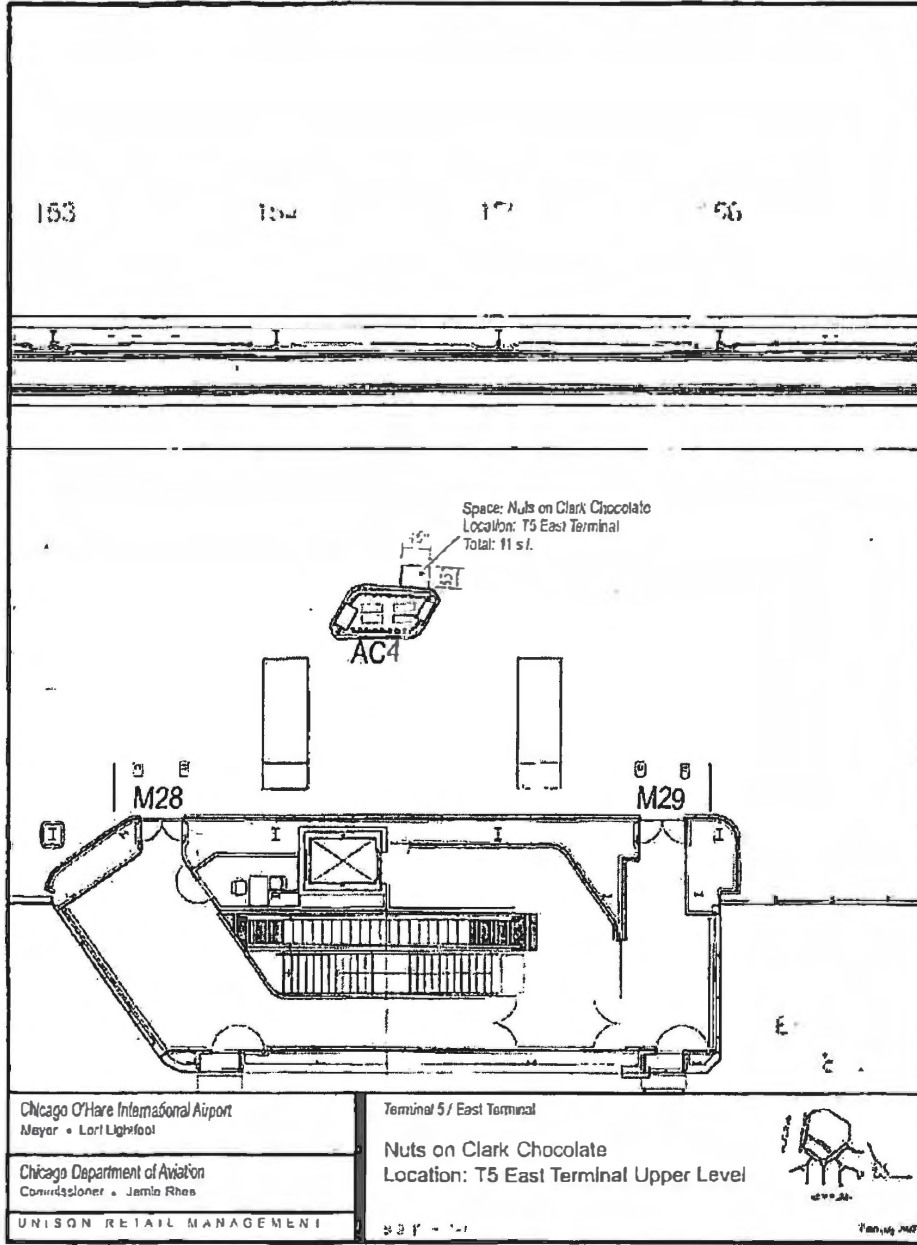
EXHIBIT 1

TEMPORARY ADDITIONAL LEASED SPACE

Tenant is granted Temporary Additional Leased Space in accordance with the License and Lease Agreement, Section 5.3. Tenant must vacate the Temporary Additional Leased Space within ten (10) business days receipt of written notice from CDA.

Nuts on Clark, Inc.

Vending Zone	Automated Retail Vending Machine	LOD Space ID Number
Terminal 5 East	Chocolate/Nuts/Water	Gate M29/AC4



(Sub)Exhibit 2.

(To Automated Retail License Agreement With Nuts On Clark, Inc.)

Fees.

1. Percentage Fee: Nuts on Clark

Gross Revenues	Percentage Fee
\$0 - \$1,000,000	15.0%
\$1,000,000 - \$2,000,000	16.0%
Over \$2,000,000	17.0%

2. There is no "Minimum Annual Guarantee" or "MAG" for the first License Year of the Term. The Minimum Annual Guarantee for the second License Year is 85% of the Percentage Fee payable in the first License Year. Beginning with the third License Year, and for each License Year thereafter, the Minimum Annual Guarantee will equal the greater of 85% of the Percentage Fee payable for the preceding License Year, and the Minimum Annual Guarantee for the second License Year.

(Sub)Exhibit 3.
(To Automated Retail License Agreement With Nuts On Clark, Inc.)

Development Plan.

1. Concept/System and theme including why each component is best for ORD

The Nuts on Clark / Midway Airport, Inc. ("Nuts on Clark") Cashless Vending Machine is a state-of-the-art popcorn vending machine that was specifically designed and created for "Nuts on Clark" to serve popcorn at airports, sports venues, stadiums, and grocery stores throughout the country. "Nuts on Clark" is excited for the opportunity to roll-out this new machine for the first time at O'Hare Airport. While "Nuts on Clark" has offered vending machines in other locations before, the new Cashless Vending Machine improves upon those machines as it takes the versatility of two popcorn self-service station units and integrates it with an innovative touchscreen cashless payment system. "Nuts on Clark" designed this cashless vending machine to fulfill the promise of fresh-popped popcorn for customers to purchase throughout the airport without visiting a store location or to be in contact with an employee. The vending machine will be replenished with fresh batches of popcorn, popped fresh at our airport locations. The Cashless Vending Machine has a door that closes and locks from the inside of the machine after the popcorn is dispensed. The bags for the customers' popcorn will be dispensed from inside the unit, individually from the unit to each customer, only one bag will be permitted per transaction and customer. The Cashless Vending Machine only accepts payment by credit card and cannot accept cash.

There are many benefits to Cashless Vending Machine that will benefit O'Hare Airport and its passengers including but not limited to:

- Easy to use;
- Cashless;
- Consumer friendly touchscreen for ordering and transactions;
- Visual and audio prompts to instruct customers during transactions;
- Accepting of all mobile and NFC payment protocols;
- Swipe, and EMV chip cards, and a fully integrated "back-of-the house" telemetry that allows business data to be reviewed via a mobile app or through a web page.

2. Proposed menu of services and products and the approximate price range for each category.

The Cashless Vending Machine will offer the much-loved, world-renowned popcorn that has made "Nuts on Clark" famous to O'Hare Airport passengers. On offer will be the two original flavors of "Nuts on Clark" popcorn: our signature butter popcorn and our original "Nuts on Clark" caramelcorn and cheesecorn mix. There will be two available sizes priced at \$5.00 for a medium and \$8.00 for a Large.

3. Sources of merchandise, products, and supplies.

All merchandise, products, and supplies will be from "Nuts on Clark" locations within the airport (Terminal 1, Terminal 2, Terminal 3, and Terminal 5). Additionally, there will be products available from the "Nuts on Clark" domestic Terminal 1B storage area and Terminal 5 storage area.

4. Narrative description of the proposed capital improvements.

This Cashless Vending Machine will cost approximately \$11,000 for initial capital investment.

5. Narrative description of the respondent's sustainability initiatives incorporated in the design and construction of the proposed tenant improvements.

The "Nuts on Clark" Cashless Vending Machine is locally produced and is designed of recyclable materials. All "Nuts on Clark" popcorn is grown and contracted within the United States. "Nuts on Clark" exclusively uses eco-friendly, recyclable popcorn bags for all popcorn products.

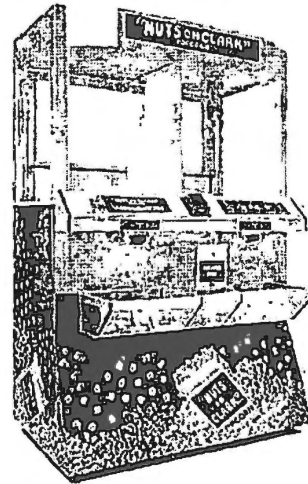
6. Preliminary plans in sufficient detail to allow evaluation of the quality and design of the proposed tenant improvements.

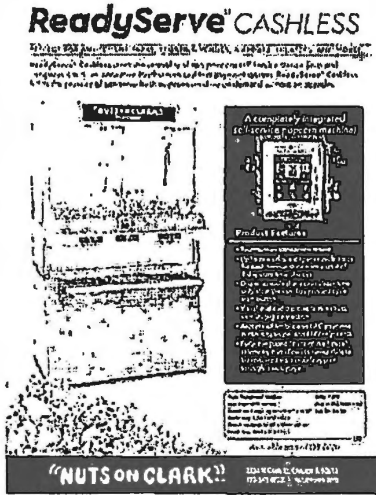
The "Nuts on Clark" Cashless Vending Machine is a state-of-the-art cashless popcorn vending machine. The specifications of the "Nuts on Clark" Cashless Vending Machine include:

- On four legs: 48.66" Wide, 31.67" Deep, 54.12" High;
- On base: 48.66" Wide, 37.55" Deep, 80.89" High;
- Popcorn dispensing sections (2) measure 6" X 21.5";
- Uses 1,200 Watts;
- Plug: 15amp NEMA 5-15P.

The features of the Ready Serve© Cashless System include:

- Touchscreen transaction driven;
- Up to two unique dispense cycle times for each service station for a total of four dispense time choices;
- Dispense cycle that accumulates time only after the user has pressed cycle start button;
- Visual and audio prompts to instruct user during transaction;
- Accepts all mobile and NFC payment protocols, swipe and EMV chip cards



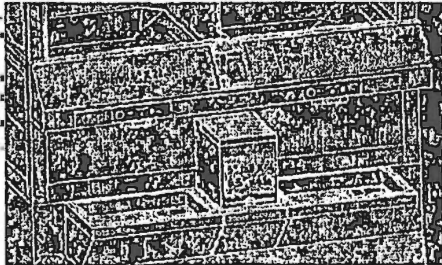


The "Nuts on Clark" Cashless Vending Machine will be serving two sizes and two flavors of "Nuts on Clark" popcorn. The vending machine will be replenished with fresh batches of popcorn, popped fresh at our airport locations. The Cashless Vending Machine has a door that closes and locks from the inside of the machine after the popcorn is dispensed. The bags for the customers' popcorn will be dispensed from inside the unit, Individually from the unit to each customer, only one bag will be permitted per transaction and customer. The Cashless Vending Machine only accepts payment by credit card and cannot accept cash.

The "Nuts on Clark: Cashless Vending Machine will be marketed at all the "Nuts on Clark" locations as another option for purchasing popcorn. "Nuts on Clark" plans to work closely with the Chicago Department of Aviation and Unison's Marketing team to market the "Nut son Clark" Cashless

Vending Machine to passengers throughout the airport. Additionally, "Nuts on Clark" will be marketing the Cashless Vending Machine on all its social media platforms.

In order to educate the customers how to operate the "Nuts on Clark" Cashless Vending Machine, there will be instruction panels and step-by-step instructions at point of purchase, an audio and visual touchscreen credit card terminal, and an available "Nuts on Clark" ambassador nearby to assist with any questions or concerns. [How would an ambassador be altered to the fact the customer needs assistance?] The device is highly intuitive and we believe that the traveling public will easily understand how the machine is operated.



Proposed Project Schedule

The "Nut on Clark" Cashless Vending Machine is produced and available for operation and sales immediately. The testing and go live dates for the "Nuts on Clark" Cashless Vending Machine will be initiated as soon as the proposal is approved and locations are assigned. The installation, testing and go-live is a simple process that can be done in about a day. Once we are given the go-ahead to install the Cashless Vending Machine the machine can be live in the terminal very quickly.

Compensation to the City

See Form G.

Projected Sales, Net Income, and Cash Flow

See Form C.

Major assumptions used to prepare Form C:

- O'Hare Airport passenger traffic returns to 2019 levels;
- Vending machine is open from 7:00 AM CST – 9:00 PM CST, 365 days per year.

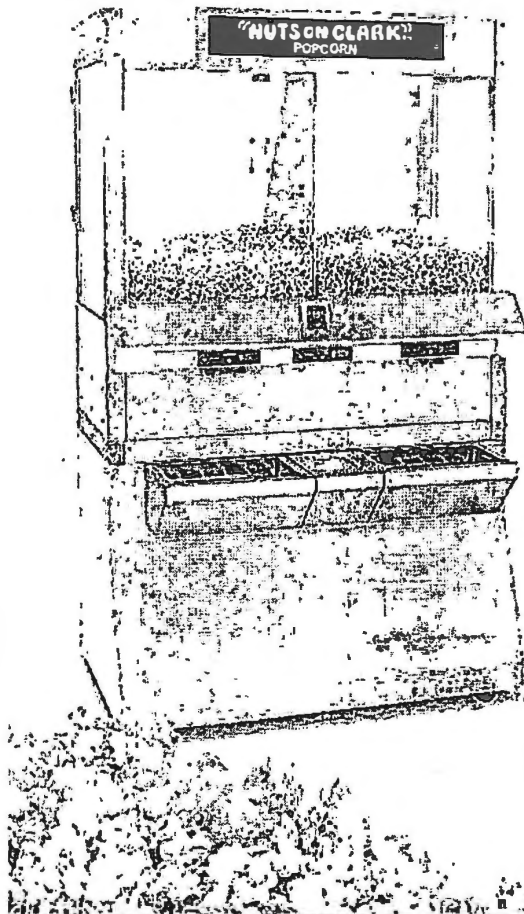
Capital Investment and Financing Plan

See Form D.

ReadyServe® CASHLESS

PERFECT FOR AMUSEMENT PARKS, SPORTING VENUES, AIRPORTS, THEATERS, AND MORE!

ReadyServe® Cashless takes the versatility of two popcorn self-service station units and integrates it with an innovative touchscreen cashless payment system. ReadyServe® Cashless fulfills the promise of self-serve fresh popcorn vending on demand without an attendant.



A completely integrated self-service popcorn machine!

Product Features

- Touchscreen transaction driven
- Up to two unique dispense cycle times for each service station for a total of 4 dispense time choices
- Dispense cycle that accumulates time only after the user has pressed cycle start button
- Visual and audio prompts to instruct user during transaction
- Accepts all Mobile and NFC payment protocols, Swipe, and EMV chip cards
- Fully-integrated "back-of-the-house" telemetry that allows business data to be reviewed via a mobile app or through a web page

Style: ReadyServe® Cashless	Style No: 1,200
Ideal Base: 2779-08-000	Plug: 15 amp NEMA 5-15P
Std Dims (on 4 legs): 48.66" x 31.67" x 54.12"	Ship Wt: 326 lbs
Metric (cm): 123.6 x 80.5 x 137.5	
Width (on base): 48.66" x 37.55" x 50.89"	
Metric (cm): 123.6 x 95.4 x 205.5	

Available end of Q3 2020

"NUTS ON CLARK" © TM

3830 N Clark St, Chicago IL 60613
773-549-6622 | nutsonclark.com

Proposal Form C Projected Gross Receipts by Concession Type

Instructions: Provide a good faith estimate of Gross Receipts for each proposed Concession for the 2020 through 2026 Lease Years. The listing of Proposed Concession on this form should correspond with respondent's proposed concept plan. Use additional copies of this table as necessary. On a separate sheet, provide major assumptions in narrative format.

Concession Type	Proposed Concept/Brand	Anticipated Opening Date	Proposed Packages:					2026			
			XX Months 2020	2021	2022	2023	2024		2025		
Package 1	Alternative Mobile Electronic Self-Ordering and Delivery Service										
Package 2	Automated Self-Checkout Micro Markets										
Package 3	Automated Retail, Services and Food	Q1 20201	\$350,000+	\$350,000+	\$350,000+	\$350,000+	\$350,000+	\$350,000+	\$350,000+	\$350,000+	\$350,000+

Respondent: Nuts on Clark / Midway Airport, Inc. Package #3

Chicago Department of Aviation
Proposal Form C

July 30, 2020

Proposal Form D Capital Investment and Financing Sources Plan

Instructions: Provide proposed capital investment and financing sources for each proposed Concession Package. Investment includes leasehold improvements; furniture, fixtures, and equipment; franchise fees. Investment does not include other start-up costs. The listing of Proposed Concessions on this form should correspond with respondent's proposed concept plan. Use additional copies of this table as necessary.

Respondent: Nuts on Clark / Midway Airport, Inc. **Packages Proposed:** Package #3 - Automated Retail, Services and Food

Concession Location ID	Proposed Capital Investment	Financing Sources (Investor and Debt or Equity) and Amount					
		Source 1	Amount 1	Source 2	Amount 2	Source 3	Amount 3
Alternative Mobile Self-Ordering and Delivery Service							
Automated Self-Checkout Micro Marts							
Automated Retail, Services and Food	\$11,000/Location	All funding will come directly from Nuts on Clark / Midway Airport, Inc. and its subsidiaries.					

Proposal Form G Proposed Concession Fee Rates

Compensation to the City consists of the Minimum Annual Guarantee Fee ("MAG") and Percentage Fee as described in Section D.2. of the RFP. The City has established the MAG to be paid the City during the Lease Years of the Term. This amount is not "biddable." Any respondent who states a different amount in its proposal will be deemed non-responsive and eliminated from further consideration for award of the offered concession. The City has not established a range of Percentage Fee Rate (s) for each concession category. Respondents must propose a Percentage fee rate(s) for each Package. Any respondent who fails to propose a Percentage Fee Rate(s) will be deemed non-responsive and eliminated from further consideration for award of the offered concession.

Respondent: Nuts on Clark / Midway Airport, Inc.

1) Proposed Percentage Fee Rate:

Concession Category	Percentage Fee Rate Ranges (for product categories)	Sales Tiers	Proposed Percentage Fee Rate
Alternative Mobile Self-Ordering and Delivery Service	N/A	N/A	N/A
Automated Self-Checkout Micro Marts	N/A	N/A	N/A
Automated Retail, Services and Food	15% - 17%	\$0 - \$1 Million \$1,000,001 - \$2Million \$2,000,001 & over	15% 16% 17%

Note: if not proposing on one or more concession categories (packages) indicate with an "n/a" in the corresponding boxes.

**Proposal Form B
Concept Plan
Package 3
(Automated Retail, Services and Food)**

Instructions: Provide respondent's proposed concept plan showing the following information for each proposed Concession Location. Use additional copies of this table as necessary. Submit additional information as set forth in the Proposal Requirements following this proposal

Respondent: Nuts on Clark / Midway Airport, Inc. ("Nuts on Clark")

Concession Location	Location Description	Concession Description	Proposed Equipment/Facility	Proposed Operator	Anticipated Opening Date
Terminal 1					
Location #1 - T1,B12	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location #2 - T1,C11	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location #4 - T1,UL Baggage	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location #5 - T1,BL Tunnel	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Terminal 2					
Location #3 - T2,E1	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location #6 - T2,E6	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location #7 - T2 Adjacent to ATM	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location #8 - T2,F12	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location #9 - T2,E8	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location #10 - T2,E1	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location #11 - T2,H3	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location #12 - T2-T3 Bridge	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Terminal 3					
Vacant Space T3HK.U.9.H.B	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location # 13 - T3,H1	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location #14 - T3,G11	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location #15 - T3,H3	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location #16 - T3, K18	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location # 17 - T3, K19	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location #18 - T3, LL Baggage	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Location #19 - T3,BL Passageway to CTA	Food & Beverage	Cashless Vending Machine	1/10amp. electrical	Nuts on Clark	Q1 2021
Add Additional Proposed Locations Below (insert additional rows as needed)					

(Sub)Exhibit 5.
(To Automated Retail License Agreement With Nuts On Clark, Inc.)

Form Of Letter Of Credit.

Issuing Bank Letterhead
(must be a bank located in the Chicago metropolitan area)

Irrevocable Standby Letter of Credit

Letter of Credit No. _____

Date: _____, 20

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

Attention: Commissioner

1. We hereby open in your favor, at the request and for the account of this irrevocable standby letter of credit in an aggregate amount not to exceed \$_____ Dollars ("Stated Amount"), to be available for payment of your drafts drawn at sight on us signed by the Commissioner of the Chicago Department of Aviation, or her designee.

Your sight drafts must be accompanied by a written certificate, in the form of Exhibit A attached hereto (the "Certificate") signed and completed by you.

2. Partial and multiple drawings are permitted hereunder.
3. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this Letter of Credit is referred to, or to which this Letter of Credit relates; and no such reference shall be deemed to incorporate herein by reference any such document, instrument or agreement. The Account Party is not the owner or beneficiary under this Letter of Credit and possesses no interest whatsoever in this Letter of Credit or its proceeds. Further, this Letter of Credit shall not be affected by any bankruptcy or other insolvency proceeding initiated by or against the Account Party.

This credit shall expire on _____, 20____, unless extended as provided herein.

4. It is a condition of this credit that it will be automatically extended without amendment for an additional period of twelve (12) months from the present and each future expiry date, unless, not less than ninety (90) days prior to the then relevant expiry date, we notify you and Corporate Counsel of the City by registered mail, return receipt requested, that we elect not to extend this credit for any additional period. Upon receipt of such a notification you may draw your sight draft on us prior to the then-relevant expiration date for the unused balance of this credit, which shall be accompanied by your signed written statement that you received notification of our election not to extend.

Drafts must be marked "Drawn under irrevocable Standby Letter of Credit No. _____."

5. We hereby agree to honor each draft drawn under and in compliance with the terms of this credit if duly presented at our offices on or before the close of business on the expiry date.
6. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.
7. This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500, 1993 revision, ("UCP") 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 UCP 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: _____

(Sub)Exhibit "A" referred to in this Form of Letter of Credit reads as follows:

(Sub)Exhibit "A".
(To Form Of Letter Of Credit)

Certificate.

THIS IS AN INTEGRAL PART OF STANDBY LETTER OF CREDIT
NO. _____

CERTIFICATE FOR DRAWING

The undersigned, the Commissioner of the Chicago Department of Aviation, represents, warrants and certifies to _____ (the "Bank") with reference to Letter of Credit No. _____ issued by the Bank in favor of the City of Chicago (the "Beneficiary") that:

1. A breach of the Lease and License Agreement ("Agreement") dated as of _____, 20____, as amended, modified or supplemented, between the City of Chicago ("City") and _____, an _____, has occurred, or a replacement Letter of Credit in a form and substance satisfactory to the City Comptroller has not been issued to the City by a Financial Institution meeting the requirements set forth in the Agreement. As a result, the City is making demand under the Letter of Credit to pay _____ dollars (\$ _____) on the _____ day of _____, 20____.

2. Payment of the draft shall be made by bank wire paid to our account as per our wire instructions below:

(Name of Bank)

(City & State)

(ABA No.)

(Account Name)

(Account No.)

(Reference No., if any)

3. All defined terms used but not defined herein shall have the meaning assigned hereto in the Letter of Credit.

In witness hereof, the City has executed this certificate as of this _____ day of _____, 20____.

CITY OF CHICAGO

BY: _____
Its: Commissioner of Aviation

(Sub)Exhibit 6.

(To Automated Retail License Agreement With Nuts On Clark, Inc.)

*Insurance Requirements.***Chicago Department of Aviation****Automated Retail License Agreement
Food, beverage, retail products gifts and vending merchandise at O'Hare
(Vending Machines)****A. INSURANCE REQUIRED**

Licensee must provide and maintain at Licensee's own expense, during the term of the Agreement and during the time period following expiration if Licensee is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services, or operations under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include, but not be limited to, the following: other state endorsement, voluntary compensation and alternate employer, when applicable.

Licensee may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not limited to, the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Licensee's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Licensee's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Licensee may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 3) Automobile Liability (Primary and Umbrella)
When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Licensee with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insured on a primary, non-contributory basis.
- Licensee may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.
- 4) Excess/Umbrella
Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.
- Licensee may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.
- 5) Property
The Licensee must maintain All Risk Property Insurance for the licensed space including improvements and betterments, in the amount of their full replacement cost. Coverage extensions must include Business Income and Extra Expense. The City is to be named as an additional insured and loss payee, as its interest may appear. Licensee is responsible for all loss or damage to personal property including equipment, fixtures, contents, materials and supplies.
- 6) Cyber Liability
Cyber Liability Insurance must be maintained with limits of not less than \$2,000,000 for each occurrence or claim. Coverage must include, but not be limited to network security and privacy liability including computer or network system attacks (liability arising from the loss or disclosure of confidential information), privacy breach response coverage and costs, regulatory liability including fines and penalties, denial or loss of service, introduction, implantation and/or spread of malicious software code, unauthorized access to or use of computer systems, theft of data, and no exclusion/restriction for unencrypted portable devices/media may be on the policy. The City must be named as an additional insured and/or indemnified party. If the City is named as an additional insured and the policy contains an insured vs insured exclusion, the exclusion must be amended, and not be applicable to the City.
- 7) Commercial Crime Insurance
The Licensee must provide a Fidelity Bond or Commercial Crime coverage covering all loss or damage by employee dishonesty, robbery, burglary, theft, destruction or disappearance, computer 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 or on premises or in possession of Licensee at any given time. The City must be named as a loss payee as its interest may appear. Coverage must include, but not be limited to, third party fidelity coverage, including coverage for loss due to theft and must not contain a requirement for an arrest and/or conviction.

8) **Builders Risk**

When Licensee undertakes any construction, including improvements, betterments, upgrades and/or repairs, the Licensee 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/project. The City of Chicago is to be named as an additional insured and loss payee as its interest may appear.

The Licensee is responsible for all loss or damage to City of Chicago property at full replacement cost.

B. Additional Requirements

Evidence of Insurance. Licensee must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 N. LaSalle Street, 60602, and Department of Aviation, 10510 W. Zemke Rd, Chicago, IL 60666, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Licensee must submit evidence of insurance prior to execution of Agreement. 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, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Licensee, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Licensee must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Licensee for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Licensee to comply with required coverage and terms and conditions outlined herein will not limit Licensee's liability or responsibility nor does it relieve Licensee of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Licensee must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Licensee.

Waiver of Subrogation. Licensee hereby waives its rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance

herein for any loss arising from or relating to this Agreement. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Licensee's insurer(s).

Licensee's Insurance Primary. All insurance required of Licensee under this Agreement must be endorsed to state that Licensee's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Licensee's Liabilities. The coverages and limits furnished by Licensee in no way limit the Licensee's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Licensee under this Agreement.

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

Insurance and Limits Maintained. If Licensee maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City.

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

Other Insurance obtained by Licensee. If Licensee desires additional coverages, the Licensee will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Licensee must name the Subcontractor(s) as a named insured(s) under Licensee's insurance or Licensee will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Licensee. Licensee must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Licensee is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Licensee is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Licensee must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Licensee's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 7.

(To Automated Retail License Agreement With Nuts On Clark, Inc.)

ACDBE Special Conditions And Related Forms.

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 Concessionaire'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.

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.

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). Concessionaire 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 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. PROGRAM 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.

The below 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 Concessionaire 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 Concessionaire is responsible for compliance with federal regulations as they may be amended from time to time.

A. All Concessions Except Rental Cars.

O'Hare International Airport: The City has determined that the appropriate aspirational goal for ACDBE participation in non-rental car concessions is 30%. Historical data regarding ACDBE participation at the City's airports indicates that this aspirational goal should consist of a race-neutral goal of 7% and a race-conscious goal of 23%.

Midway International Airport: The City has determined that the appropriate aspirational goal for ACDBE participation in non-rental car concessions is 37%. Historical data regarding ACDBE participation at the City's airports indicates that this aspirational goal should consist of a race-neutral goal of 5.5% and a race-conscious goal of 31.5%.

- B. 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 at both airports is 2.4%. 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.

In 2012, the Rent-A-Car Concessions Voluntary M/W/DBE Program ("RAC Program")

was approved by City Council of Chicago, Illinois, as part of an amendment to the rental car concession license agreements at Chicago O'Hare and Midway International Airports. (*Coun. J. 12-12-2012, p. 43891.*) As part of the program, the on-airport rental car companies ("RACs") will use good faith efforts to expand contracting opportunities for businesses owned by minorities, women and/or disadvantaged persons in connection with "non-fleet expenditures" attributable to the On-Airport RAC's operations at the Airports. The RACs agree that for fiscal year 2017 and thereafter, the goal of their outreach efforts will be to achieve, at a minimum, 30% of non-fleet expenditures with businesses owned by M/W/DBEs that are either certified or not certified but are owned by minority, women and/or disadvantaged persons.

III. CONCESSIONAIRE'S ACDBE COMMITMENT

A. INITIAL ACDBE COMMITMENT

The extent and nature of the ACDBE participation commitment by Concessionaire 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, "Concessionaire" 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.

The total ACDBE Commitment, stated as a percentage of the concessions gross revenues, must equal or exceed the percentage ACDBE participation required in the Agreement. If the Agreement indicates that there is no ACDBE participation requirement, it will be conclusive evidence that either (a) the RFP contained no contract-specific goal and Concessionaire did not propose any ACDBE participation or (b) the Concessionaire demonstrated, to the satisfaction of the City, that it exerted good faith efforts to obtain ACDBE participation to meet a contract-specific goal but was unable to obtain such participation. In either such event, there will be no Schedule B, C or D attached to these Special Conditions.

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), subtenant(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

Pursuant to 49 CFR 23.25 and 49 CFR 26.53, Concessionaire must not make arbitrary changes to its ACDBE Commitment. Further, after entering into a joint venture agreement, sublicense or subcontract (collectively, "ACDBE agreement") with each approved ACDBE, Concessionaire must not 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 consent of the City. The City will not consent unless Concessionaire shows good cause. Concessionaire 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. Prior to requesting consent from the City to terminate or substitute an ACDBE, Concessionaire must give notice to the ACDBE, with a copy to the City, providing the ACDBE an opportunity to respond.

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 of a percentage of gross revenues, or substitute or additional ACDBE(s) must be retained by Concessionaire 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, Concessionaire and ACDBE(s) must complete revised Schedules B, C or D, as applicable. .

These notice and consent requirements apply both pre- and post- award of the Agreement. Note that changes to a joint venture Concessionaire prior to award may result in rejection of the proposal if the City determines, in the sole discretion of the Commissioner, that those changes affect Concessionaire's qualifications.

C. INVOLUNTARY CHANGES IN ACDBE PARTICIPATION

In the event that it appears that Concessionaire will not comply with its ACDBE Commitment because: (i) an ACDBE has defaulted in its performance under the ACDBE agreement through no fault of Concessionaire, (ii) an ACDBE is decertified by the Illinois UCP through no fault of Concessionaire 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 Concessionaire 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 Concessionaire, then Concessionaire must promptly notify the ACDBE with a copy to the City, of its intent to terminate or substitute the ACDBE's participation and provide the ACDBE with a minimum of five days to respond, unless the City grants permission for a shorter response period as a matter of public necessity (i.e. safety). Concessionaire requests to the City for permission to terminate or substitute an ACDBE must specify 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, Concessionaire 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, Concessionaire must demonstrate those good faith efforts to the satisfaction of the Commissioner. Failure to comply with the foregoing shall be an event of default under the Agreement.

Concessionaire's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will NOT be acceptable include: A replacement firm has been recruited to perform the same function under terms more advantageous to the Concessionaire; issues about performance by the committed ACDBE were disputed (unless every reasonable effort has already 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.

D. ACDBE SUBSTITUTION AND ADDITIONAL ACDBEs

If Concessionaire identifies a substitute, replacement or additional ACDBE for the City's approval, Concessionaire'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 Concessionaire and the ACDBE to enter into such an ACDBE agreement upon approval by the City. Concessionaire 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 fifteen working days 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 Concessionaire before City approval is given. An ACDBE agreement between Concessionaire 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 Concessionaire 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 Concessionaire will revisit and possibly adjust the Concessionaire'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. Concessionaire 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. CONCESSIONS OTHER THAN RENTAL CAR

In order for 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 (but may be subject to goals for M/WBE or other types of participation under a local program as specified by the City). Otherwise, ACDBE participation in non-rental car concessions is counted in accordance with 49 CFR § 23.55 as follows:

1. *Concessionaire is an ACDBE.* When Concessionaire is an ACDBE or a joint venture consisting only of ACDBEs, the gross receipts earned by Concessionaire are counted. Gross receipts attributable to a non-ACDBE sublicensee of Concessionaire are not counted.

2. *Separate locations.* When an ACDBE performs as a sublicensee to Concessionaire with its own concession location or when Concessionaire 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.
3. *Joint venture, no separate locations.* When Concessionaire 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 Concessionaire'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. When the City has reason to doubt the extent of an ACDBE joint venturer's commercially useful contribution towards the concessionaire's gross receipts, the City may require Concessionaire to submit evidence to substantiate the value of the ACDBE's contribution. If the Concessionaire fails to submit satisfactory evidence, it is an event of default under the Agreement.
4. *Subcontractor participation.* When an ACDBE provides, as a subcontractor to Concessionaire, 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 a 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 Concessionaire 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 Concessionaire, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services.
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 Concessionaire's ACDBE Commitment are 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 Concessionaire if there is any change in the ACDBE's certification status. Concessionaire, 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, Concessionaire 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 extension of its certification 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 Concessionaire 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 expiration of the Agreement. Concessionaire grants full access to these records to the City of Chicago, Federal or State authorities, the U.S. Department of Justice, or their duly authorized representatives.

C. REPORTING

Concessionaire 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 Concessionaire'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 Concessionaire and be notarized.

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. Concessionaire 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 Concessionaire and the ACDBE in Schedules B, C or D, or that Concessionaire 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.

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 Concessionaire 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. Concessionaire must solicit this interest within sufficient time to allow the ACDBEs to respond to the solicitation. Concessionaire 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.
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.
5. 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.
6. 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.
7. Making efforts to assist interested ACDBEs in obtaining bonding, lines of credit or insurance as required by the City or Concessionaire.
8. Making efforts to assist interested ACDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
9. 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 Concessionaire is required to demonstrate good faith efforts by Part 23 or these Special Conditions, Concessionaire must provide supporting documentation to the satisfaction of the Commissioner. This means documentation to show that Concessionaire took all necessary and 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 Concessionaire 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 Concessionaire negotiated in good faith with interested ACDBEs.
 7. Evidence that Concessionaire did not reject ACDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
 8. Evidence that Concessionaire 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 Concessionaire made efforts to assist interested ACDBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
 10. Evidence that Concessionaire 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 Concessionaire for verification of such notification.
 11. Evidence that ACDBE participation is excessively costly. In order to establish that a ACDBE's quote is excessively costly, Concessionaire must provide the following information:
 - d) A detailed statement of the opportunity identified for ACDBE participation for which Concessionaire asserts the ACDBE quote(s) were excessively costly.
 - e) A listing of all potential business partners or subcontractors contacted for a quotation on that opportunity.
 - f) Prices quoted by all such potential business partners or subcontractors for that opportunity.
 - g) Other documentation that demonstrates to the satisfaction of the City that the ACDBE quotes are excessively costly.
- C. ADMINISTRATIVE RECONSIDERATION
1. For the purposes of this Agreement, the City has delegated the responsibility for making

the determination regarding a Concessionaire's good faith efforts to the Department of Aviation. The determination shall be based upon the Department's review of the documentation that the Concessionaire has timely submitted. Within five days of being informed by the Department that Concessionaire has not documented sufficient good faith efforts, Concessionaire may request administrative reconsideration. The request must be made in writing to the following official:

City of Chicago
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 Concessionaire 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:

City of Chicago
Department of Procurement Services
City Hall, Room 806
121 N. LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

City of Chicago
Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Attention: Deputy Commissioner for Concessions

City of Chicago
Department of Law
30 North LaSalle Street, Room 1400
Chicago, Illinois 60602
Attention: Deputy Corporation Counsel, Aviation

2. As part of this reconsideration, the Concessionaire will have the opportunity to provide written documentation or argument concerning the issue of whether it made adequate good faith efforts. The Concessionaire will have the opportunity to meet in person with the reconsideration officer to discuss whether it did so. The Department will send the Concessionaire a written decision on reconsideration, explaining the basis for finding that the Concessionaire did or did not make adequate good faith efforts.

VII. NON-COMPLIANCE AND DAMAGES

A. NON-COMPLIANCE GENERALLY

Concessionaire'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 Concessionaire 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 Concessionaire. At the City's option, any improvements added by Concessionaire must remain for the new tenant at no cost to the City or the new tenant.

B. NON-COMPLIANCE WITH ACDBE AGREEMENT

If Concessionaire has not complied with the requirements of an ACDBE agreement, the affected ACDBE may seek to recover from Concessionaire 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, Concessionaire consents to have any disputes between Concessionaire 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 Concessionaire'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 Concessionaire until the City receives a copy of the final arbitration decision, but in no event will Concessionaire 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.

(Sub)Exhibit 8.

(To Automated Retail License Agreement With Nuts On Clark, Inc.)

MBE/WBE Special Conditions And Related Forms.

I. Policy and Terms

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

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

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

Contract Specific Goals and Bids

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

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

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

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

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

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

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

Contract Specific Goals and Contract Modifications

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

ii. Definitions

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

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

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

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

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as

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

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

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

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

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

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

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

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

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

"Minority Business Enterprise" or "MBE" means a firm certified as a minority-owned business enterprise in accordance with City Ordinances and Regulations.

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

items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Women Business Enterprise" or "WBE" means a firm certified as a women-owned business enterprise in accordance with City Ordinances and Regulations.

III. Joint Ventures

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

A. The joint venture may be eligible for credit towards the Contract Specific Goals only if:

1. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
3. Each joint venture partner executes the bid to the City; and
4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.

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

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

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

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

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

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

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

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

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

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

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

- A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.

1. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 2. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
- B. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.

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

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

- H. If the MBE or WBE subcontracts out any of its work:
1. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in Its Area of Specialty may be counted toward the Contract Specific Goals.
 2. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except for the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces as allowed by C.1. above).
 3. The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance or the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 4. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 5. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

V. **Procedure to Determine Bid Compliance**

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

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

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

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

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

original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D within five (5) business days after the date of the bid opening.

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

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

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

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

D. Letters of Certification

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

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

E. Schedule F: Report of Subcontractor Solicitations

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

F. Schedule H: Documentation of Good Faith Efforts

1. If a bidder determines that it is unable to meet the Contract Specific Goals, it must document its good faith efforts to do so, including the submission of Attachment C, Log of Contacts.

2. If the bidder's Compliance Plan demonstrates that it has not met the Contract Specific Goals in full or in part, the bidder must submit its Schedule H no later than three business days after notification by the Chief Procurement Officer of its status as the apparent lowest bidder. Failure to submit a complete Schedule H will cause the bid to be rejected as non-responsive.
3. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;
 - b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
 - i. Names, addresses, emails and telephone numbers of firms solicited;
 - ii. Date and time of contact;
 - iii. Person contacted;
 - iv. Method of contact (letter, telephone call, facsimile, electronic mail, etc.).
 - c. Evidence of contact, including:
 - i. Project identification and location;
 - ii. Classification/commodity of work items for which quotations were sought;
 - iii. Date, item, and location for acceptance of subcontractor bids;
 - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why agreements were not reached.
 - v. Bids received from all subcontractors.
 - d. Documentation of bidder or contractor contacts with at least one of the minority and women assistance associations on Attachment A.
- G. Agreements between a bidder or contractor and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders or contractors are prohibited.
- H. Prior to award, the bidder agrees to promptly cooperate with the Department of Procurement Services in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed MBE or WBE. Failure to cooperate may render the bid non-responsive.
- I. If the City determines that the Compliance Plan contains minor errors or omissions, the bidder or contractor must submit a revised Compliance Plan within five (5) business days after notification by the City that remedies the minor errors or omissions. Failure to correct all minor errors or omissions may result in the determination that a bid is non-responsive.
- J. No later than three (3) business days after receipt of the executed contract, the contractor must execute a complete subcontract agreement or purchase order with each MBE and WBE listed in the Compliance Plan. No later than eight (8) business days after receipt of the executed contract, the contractor must provide copies of each signed subcontract, purchase order, or other agreement to the Department of Procurement Services.

VI. Demonstration of Good Faith Efforts

- A. In evaluating the Schedule H to determine whether the bidder or contractor has made good faith efforts, the performance of other bidders or contractors in meeting the goals may be considered.
- B. The Chief Procurement Officer shall consider, at a minimum, the bidder's efforts to:
1. Solicit through reasonable and available means at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H. The bidder or contractor must solicit MBEs and WBEs within seven (7) days prior to the date bids are due. The bidder or contractor must take appropriate steps to follow up initial solicitations with interested MBEs or WBEs.
 2. Advertise the contract opportunities in media and other venues oriented toward MBEs and WBEs.
 3. Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 4. Negotiate in good faith with interested MBEs or WBEs that have submitted bids. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a bidder's failure to meet the Contract Specific Goals, as long as such costs are reasonable.
 5. Not reject MBEs or WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's or WBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the Contract Specific Goals.
 6. Make a portion of the work available to MBE or WBE subcontractors and suppliers and selecting those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the Contract Specific Goals.
 7. Make good faith efforts, despite the ability or desire of a bidder or contractor to perform the work of a contract with its own organization. A bidder or contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the Contract Specific Goals have been met.
 8. Select portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation, even when the bidder or contractor might otherwise prefer to perform these work items with its own forces.

9. Make efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.
 10. Make efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and
 11. Effectively use the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- C. If the bidder disagrees with the City's determination that it did not make good faith efforts, the bidder may file a protest pursuant to the Department of Procurement Services Solicitation and Contracting Process Protest Procedures within 10 business days of a final adverse decision by the Chief Procurement Officer.

VII. Changes to Compliance Plan

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

1. The bidder or contractor must notify the Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
 2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the request.
 3. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make good faith efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of good faith efforts, must meet the requirements in sections V and VI. If the MBE or WBE Contract Specific Goal cannot be reached and good faith efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
 4. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make good faith efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
 5. A new subcontract must be executed and submitted to the Chief Procurement Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.
- D. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

VIII. Reporting and Record Keeping

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

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

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

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

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

IX. Non-Compliance

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

of the Municipal Code of the City of Chicago, within 15 business days of the final determination.

X. Arbitration

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

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

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

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

XI. Equal Employment Opportunity

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

(Sub)Exhibit 9.

(To Automated Retail License Agreement With Nuts On Clark, Inc.)

Economic Disclosure Statements And Affidavits.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Nuts on Clark, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant
OR

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

OR

3. a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1))
State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: Nuts on Clark, Inc.

C. Telephone: [REDACTED] Fax: 773-549-6164 Email: nutsonclark@nutsonclark.com

D. Name of contact person: Carla Kenney Phillips

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

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

OPD Automated Retail, Food and service Vending Units RFP

G. Which City agency or department is requesting this EDS? Department of Aviation

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
 - Publicly registered business corporation
 - Privately held business corporation
 - Sole proprietorship
 - General partnership
 - Limited partnership
 - Trust
 - Limited liability company
 - Limited liability partnership
 - Joint venture
 - Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?
 Yes No
 Other (please specify)

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

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name	Title
<u>Estelle Kenney</u>	<u>President</u>
<u>Carla Kenney Phillips</u>	<u>Managing Director</u>

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Estelle Kenney	3830 N. Clark Street Chicago, IL 60613	80%
Carla Kenney Phillips	3830 N. Clark Street Chicago, IL 60613	20%

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

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

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

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

N/A

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

Yes No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

NO

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
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(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

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

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

5. Certifications (5), (6) and (7) concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

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

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

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

|

N/A NONE

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A NONE

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)
[] is is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here. (attach additional pages if necessary):

N/A NONE

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[] Yes [] No

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

Name	Business Address	Nature of Financial Interest
N/A		

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI – CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question (1) or (2) above, please provide an explanation:

SECTION VII – FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.
- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

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

Nuts on Clark, Inc.
(Print or type exact legal name of Disclosing Party)

By: Carla Kenney Phillips
(Sign here)

Carla Kenney Phillips
(Print or type name of person signing)

Managing Director
(Print or type title of person signing)

Signed and sworn to before me on (date) 05-18-2021

at Cook County, Illinois (state).

Virginia Sarkis
Notary Public



Commission expires: 03-24-2023

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

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

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

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

Yes No

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

Yes No The Applicant is not publicly traded on any exchange.

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

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

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

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

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

Yes

No

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

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

If you checked "no" to the above, please explain.

(Sub)Exhibit 10.

(To Automated Retail License Agreement With Nuts On Clark, Inc.)

Airport Concessions Program Handbook.

All notices or communications from Licensor to the Licensee must be addressed to :

Company Name: _____

Attn: _____

Mailing Address: _____

Overight Address (if different) _____

With copies to:

Name: _____

Title: _____

Mailing Address: _____

Overnight Address (if different): _____

Note: It is the responsibility of the Licensee to notify Licensor of any changes or updates to the above.

AIRPORT CONCESSION PROGRAM HANDBOOK



CITY OF CHICAGO

DEPARTMENT OF AVIATION

INTRODUCTION:

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

It should be noted that not all concessions are alike, and the following are designed to apply generally to all concessions. Some elements of the following may or may not apply to specific concessions and/or circumstances. CDA understands these differences and will work with each concession to address specifics of the following program, however, each concessionaire should adhere to all of the following that apply. Ultimately, it is at the City's sole discretion as to which do and do not apply and/or which can be modified with the mutual agreement of the Concessionaire to address all of the following.

THE CONCESSIONS PROGRAM:

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

CDA UNIT FUNCTIONS

Commissioner's Office Policy generation and resolution.

Managing Deputy Overall coordination of revenue, finance, bonding,
insurance,

Commissioner property management and concessions functions/issues including
merchandising plans, outreach, proposal generation
and evaluation, contract negotiation, and overall
coordination and processing.

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

Concession Management Entity retained by the CDA to assist in overseeing
Representative ("CMR") Concessions, including construction of Improvements
at the airport.

Planning/Coordinating Architects Plan and design review; construction coordination and
monitoring.

Finance/Revenue Financial reporting, review and auditing.

Security Coordination of security identification and other related issues.

THE MONITORING PROGRAM:

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

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

THE PRE-MONITORING PROCESS:

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

STAGE 1 - CITY COUNCIL APPROVAL

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

STAGE 2 - LEASE AGREEMENT

The Lease Agreement outlines a concessionaire's contractual relationship with the City. It delineates the responsibilities, expectations and the requirements of both parties, financial and non-financial. During negotiation of the terms of the agreement, you will have cause to interact with individuals from the CDA and the CMR Office. The Managing Deputy Commissioner of Concessions will oversee the processing of the Lease Agreement as well the Monitoring Program.

STAGE 3 - DESIGN APPROVAL

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

STAGE 4 - PRE-CONSTRUCTION APPROVAL

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

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

STAGE 5 - CONSTRUCTION

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

KEY ELEMENTS OF THE MONITORING PROGRAM:

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

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

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

PHYSICAL INSPECTIONS

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

FINANCIAL AUDITS

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

COMPLIANCE AUDITS

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

SECRET SHOPPING

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

SUMMARY:

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

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

APPENDIX 1

PHYSICAL INSPECTION STANDARDS:

FACILITY MAINTENANCE STANDARDS

ITEMS:

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

STANDARD:

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

ACTION:

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

ITEMS:

- Lease line maintenance
- "Pop-out" areas

STANDARD:

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

ACTION:

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

ITEMS:

Altering of layout
Renovations/construction
Signage/advertising

STANDARD:

Written approval, prior to action, by the Commissioner of Aviation.

ACTION:

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

ITEMS:

Properly functioning equipment

STANDARD:

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

ACTION:

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

EMPLOYEE STANDARDS**ITEMS:**

Courteous and professional appearance
Proper dress
Proper identification including CDA security badge
Customer Service
Attend customer service meetings, as offered

STANDARD:

Employees should be polite and courteous to the traveling public.
Employees must wear clean and neat uniforms or approved attire.
Employees must not eat while on duty.
Employees must display a CDA issued security badge in addition to any other employee identification. Only badged employees may work in the secured portion of the airport.

Employees must be familiar with the Merchant Handbook.

Employees are to offer general public services:

- Making change
- Giving directions

ACTION:

Train employees in proper customer service techniques using the Merchant Handbook provided to all companies.

Give all new employees airport tours so they are familiar with the airport layout and available services.

Encourage employees to be polite and courteous.

Provide necessary employee breaks to discourage eating while on duty.

Supply employees with uniforms or at least a written standard, if they are responsible for their own, as well as guidelines for proper maintenance of the uniform.

Supply employees with company identification.

Obtain CDA security badges for all employees.

Supply employees with a company policies and procedures manual so that they know what is expected of them.

ITEMS:

Sanitary handling of foods/beverages

Proper cleaning and maintenance of food areas

STANDARD:

Employees must handle food in a safe and sanitary manner.

Employees must comply with all company and governmental health regulations and Lease requirements.

ACTION:

Provide explicit instructions to employees on the safe and sanitary handling of foods.

Obtain and post proper instructions regarding health information available from City, State and Federal sources.

Provide explicit instructions for cleaning food areas in a manner that will not possibly lead to any harmful contamination.

A Certified Food Manger must be on-site during food preparation.

A Safe Food Handling Certificate must be posted.

PRODUCT STANDARDS

ITEMS:

Selling of authorized products only

Adequate inventory level

Proper/professional approved signage

Merchandising

Product pricing

STANDARD:

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

ACTION:

Use professionally produced, approved signage only.
Consider innovative ways to merchandise your products/services.
Obtain written approval from the Commissioner of Aviation prior to implementing merchandising that will go beyond the confines of your space or that is outside of the terms of the Lease Agreement.
Maintain adequate inventory levels.
Notify the Department when adding, deleting or changing merchandise or changing prices.
Maintain pricing as provided in the Lease Agreement.

AUXILIARY SPACE STANDARDS**ITEM:**

Storage Area
Corridors, common areas
Pick-up, delivery and disposal

STANDARD:

Safe use of storage space.
Proper storage of potentially flammable items in accordance with fire codes.
Provide adequate ingress and egress within storage space.
Clear aisles and corridors.
Pick-ups and deliveries during designated hours at designated locations as determined by CDA.
Refuse disposal during designated hours at designated locations as determined by CDA.

ACTION:

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

APPENDIX 2

CONCESSIONS INSPECTIONS ARE DOCUMENTED USING THE CHICAGO DEPARTMENT OF AVIATION'S AIRPORTWARE RETAIL MANAGEMENT SYSTEM FOR AIRPORTS

F&B Storage

Dishwashing Area

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

Documents/Logs

Are Maintenance Audits Posted and Filled Out?

Are Prices Prominently Marked or Signed?

Is the Business License on-site?

Is the Food Handlers' Certificate Log on-site?

Is the Food Temp Log on-site?

- Food Temps have not been taken/Temps okay

Is the Health Department Inspection Report Posted?

Is the Pest Control Log on-site?

Equipment

Are Refrigerator/Freezer Temps Okay and in Good Repair?

- Cooler needs repair
- External Temp gauges not working
- Freezer needs repair
- Inside of Cooler/Refrigerator/Freezer needs cleaning
- Outside Doors of Refrigerator/Freezer needs cleaning
- Refrigerator needs repair

Are Soda and Condiment Stations Clean and Maintained?

- Needs detail cleaning

Is Cash Register Clean and Maintained?

Is Grill/Cook Line Equipment Clean?

- Equipment needs detail cleaning

Is Ice Machine Clean and in Good Repair?

- Leaking/needs repair
- Mold

Exterior

Are Blade, Facia, and Sign Holders in Good Condition?

Are Hours of Operation Posted?

Are Signs/Items Infringing on Corridor?

Is Façade Clean and Maintained?

Is the Exterior in Good Condition?

Interior

Are Ceilings/Walls/Floors Clean and Maintained?

Are Counters Clean and Maintained?

Are Fixtures and Furniture Clean and Maintained?

Are Light Fixtures and Lights Clean and Maintained?

Are Supplies/Product Raised off the Floor?

Are Trash Receptacles Clean and Maintained?

Is Bar Area Clean and Maintained?

Is Cash Wrap Clean, Free of Debris, and Maintained?

Is Front of House/Dining Area Clean and Maintained?

Is there Adequate Circulation Space for Passenger Traffic?

Merchandise/Product

Are Merchandise/Product Levels Adequate?

Pest Control

Is there Pest Evidence?

- Flies
- Mice
- Mouse Droppings
- Roach Droppings
- Roaches

Safe Food Handling

Does all Food Appear to be Fresh?

Is Safe Food Handling Practiced?

- Food Product
- Personal

Is the Food Service Manager on-site?

Safety Requirements

Are CO2 Tanks Secured?

Are Cleaning Supplies Segregated from Merchandise/Product?

Are Exit Sign in Good Condition?

Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler; Egress, Electrical)

Sinks/Plumbing/Drains

Are Floor Drains clean?

- Drains need cleaning
- Drains need cover/screen

Hot Water? .

Is 3 Compartment Sink working properly?

- 3-Comp. Sink not draining properly
- Clean Grease and debris around grease trap
- Grease trap needs cleaning
- Grease trap needs to be sealed
- Leaking/needs to be sealed
- Standing water

Is Hand Sink working properly?

- Hand Sink not draining properly
- Leaking/needs to be sealed
- Standing water
- Water is not reaching Temp (110)

Is Mop Sink working properly?

- Leaking/needs to be sealed
- Mop Sink not draining properly
- Mops not hung properly
- Standing water

Staff

Are All Sales Being Rung Appropriately?

Are Cash Handling Employees working in the Food Prep Area?

Are Employee IDs Visible Above the Waist?

Are Employees Courteous, Informed, and Greeting Customers?

Are Employees Eating or on the Phone? .

Are Employees Wearing Appropriate Attire?

Are Off-Shift Staff Affecting On-Shift Staff?

Monthly F&B**Dishwashing Area**

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

Documents/Logs

Are Maintenance Audits Posted and Filled Out?

Are Prices Prominently Marked or Signed?

Is the Business License on-site?

Is the Food Handlers' Certificate Log on-site?

Is the Food Temp Log on-site?

- Food Temps have not been taken/Temps okay

Is the Health Department Inspection Report Posted?

Is the Pest Control Log on-site?

Equipment

Are Refrigerator/Freezer Temps Okay and in Good Repair?

- Cooler needs repair
- External Temp gauges not working
- Freezer needs repair
- Inside of Cooler/Refrigerator/Freezer needs cleaning
- Outside Doors of Refrigerator/Freezer needs cleaning
- Refrigerator needs repair

Are Soda and Condiment Stations Clean and Maintained?

- Needs detail cleaning

Is Cash Register Clean and Maintained?

Is Grill/Cook Line Equipment Clean?

- Equipment needs detail cleaning

Is Ice Machine Clean and in Good Repair?

- Leaking/needs repair
- Mold

Exterior

Are Blade, Facia, and Sign Holders in Good Condition?

Are Hours of Operation Posted?

Are Signs/Items Infringing on Corridor?

Is Façade Clean and Maintained?

Is the Exterior in Good Condition?

Interior

Are Ceilings/Walls/Floors Clean and Maintained?

Are Counters Clean and Maintained?

Are Fixtures and Furniture Clean and Maintained?

Are Light Fixtures and Lights Clean and Maintained?

Are Supplies/Product Raised off the Floor?

Are Trash Receptacles Clean and Maintained?

Is Bar Area Clean and Maintained?

Is Cash Wrap Clean, Free of Debris, and Maintained?

Is Front of House/Dining Area Clean and Maintained?

Is there Adequate Circulation Space for Passenger Traffic?

Merchandise/Product

Are Merchandise/Product Levels Adequate?

Pest Control

Is there Pest Evidence?

- Flies
- Mice
- Mouse Droppings
- Roach Droppings
- Roaches

Safe Food Handling

Does all Food Appear to be Fresh?

Is Safe Food Handling Practiced?

- Food Product
- Personal

Is the Food Service Manager on-site?

Safety Requirements

Are CO2 Tanks Secured?

Are Cleaning Supplies Segregated from Merchandise/Product?

Are Exit Sign in Good Condition?

Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

Sinks/Plumbing/Drains

Are Floor Drains clean?

- Drains need cleaning
- Drains need cover/screen

Are Sinks draining properly?

Hot Water?

Is 3 Compartment Sink working properly?

- 3-Comp. Sink not draining properly
- Clean Grease and debris around grease trap
- Grease trap needs cleaning
- Grease trap needs to be sealed
- Leaking/needs to be sealed
- Standing water

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

Is Hand Sink working properly?

- Hand Sink not draining properly
- Leaking/needs to be sealed
- Standing water

- Water is not reaching Temp (110)

Is Mop Sink working properly?

- Leaking/needs to be sealed
- Mop Sink not draining properly
- Mops not hung properly
- Standing water

Staff

Are All Sales Being Rung Appropriately?

Are Cash Handling Employees working in the Food Prep Area?

Are Employee IDs Visible Above the Waist?

Are Employees Courteous, Informed, and Greeting Customers?

Are Employees Eating or on the Phone?

Are Employees Wearing Appropriate Attire?

Are Off-Shift Staff Affecting On-Shift Staff?

Retail**Documents/Logs**

- Are Maintenance Audits Posted and Filled Out?
- Are Prices Prominently Marked or Signed?
- Is the Business License on-site?
- Is the Food Temp Log on-site?
 - Food Temps have not been taken/Temps okay
- Is the Pest Control Log on-site?

Equipment

- Are Refrigerator/Freezer Temps Okay and in Good Repair?
 - Cooler needs repair
 - External Temp-gauges not working
 - Freezer needs repair
 - Inside of Cooler/Refrigerator/Freezer needs cleaning
 - Outside Doors of Refrigerator/Freezer needs cleaning
 - Refrigerator needs repair
- Is Cash Register Clean and Maintained?

Exterior

- Are Blade, Facia, and Sign Holders in Good Condition?
- Are Hours of Operation Posted?
- Are Signs/Items Infringing on Corridor?
- Is Façade Clean and Maintained?

Interior

- Are Ceilings/Walls/Floors Clean and Maintained?
- Are Counters Clean and Maintained?
- Are Fixtures and Furniture Clean and Maintained?
- Are Light Fixtures and Lights Clean and Maintained?
- Are Supplies/Product Raised off the Floor?
- Are Trash Receptacles Clean and Maintained?
- Is Cash Wrap Clean, Free of Debris, and Maintained?
- Is Front of House/Dining Area Clean and Maintained?
- Is there Adequate Circulation Space for Passenger Traffic?

Merchandise/Product

- Are Merchandise/Product Levels Adequate?

Pest Control

- Is there Pest Evidence?
 - Flies
 - Mice
 - Mouse Droppings
 - Roach Droppings
 - Roaches

Safety Requirements

- Are Cleaning Supplies Segregated from Merchandise/Product?
- Are Exit Sign in Good Condition?
- Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

Staff

- Are Employee IDs Visible Above the Waist?
- Are Employees Courteous, Informed, and Greeting Customers?
- Are Employees Eating or on the Phone?
- Are Employees Wearing Appropriate Attire?

Retail Storage**Documents/Logs**

Are Maintenance Audits Posted and Filled Out?

Are Prices Prominently Marked or Signed?

Is the Business License on-site?

Is the Food Temp Log on-site?

- Food Temps have not been taken/Temps okay

Is the Pest Control Log on-site?

Equipment

Are Refrigerator/Freezer Temps Okay and in Good Repair?

- Cooler needs repair

- External Temp gauges not working

- Freezer needs repair

- Inside of Cooler/Refrigerator/Freezer needs cleaning

- Outside Doors of Refrigerator/Freezer needs cleaning

- Refrigerator needs repair

Is Cash Register Clean and Maintained?

Exterior

Are Blade, Facia, and Sign Holders in Good Condition?

Are Hours of Operation Posted?

Are Signs/Items Infringing on Corridor?

Is Façade Clean and Maintained?

Interior

Are Ceilings/Walls/Floors Clean and Maintained?

Are Counters Clean and Maintained?

Are Fixtures and Furniture Clean and Maintained?

Are Light Fixtures and Lights Clean and Maintained?

Are Supplies/Product Raised off the Floor?

Are Trash Receptacles Clean and Maintained?

Is Cash Wrap Clean, Free of Debris, and Maintained?

Is Front of House/Dining Area Clean and Maintained?

Is there Adequate Circulation Space for Passenger Traffic?

Merchandise/Product

Are Merchandise/Product Levels Adequate?

Pest Control

Is there Pest Evidence?

- Flies

- Mice

- Mouse Droppings

- Roach Droppings

- Roaches

Safety Requirements

Are Cleaning Supplies Segregated from Merchandise/Product?

Are Exit Sign in Good Condition?

Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

Staff

Are Employee IDs Visible Above the Waist?

Are Employees Courteous, Informed, and Greeting Customers?

Are Employees Eating or on the Phone?

Are Employees Wearing Appropriate Attire?

Weekly F&B**Dishwashing Area**

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

Documents/Logs

Is the Food Temp Log on-site?

- Food Temps have not been taken/Temps okay

Is the Pest Control Log on-site?

Equipment

Are Refrigerator/Freezer Temps Okay and in Good Repair?

- Cooler needs repair
- External Temp gauges not working
- Freezer needs repair
- Inside of Cooler/Refrigerator/Freezer needs cleaning
- Outside Doors of Refrigerator/Freezer needs cleaning
- Refrigerator needs repair

Interior

Are Ceilings/Walls/Floors Clean and Maintained?

Is Bar Area Clean and Maintained?

Pest Control

Is there Pest Evidence?

- Flies
- Mice
- Mouse Droppings
- Roach Droppings
- Roaches

Safe Food Handling

Is the Food Service Manager on-site?

Safety Requirements

Are CO2 Tanks Secured?

Are Exit Sign in Good Condition?

Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

Sinks/Plumbing/Drains

Are Floor Drains clean?

- Drains need cleaning
- Drains need cover/screen

Hot Water?

Is 3 Compartment Sink working properly?

- 3-Comp. Sink not draining properly
- Clean Grease and debris around grease trap
- Grease trap needs cleaning
- Grease trap needs to be sealed
- Leaking/needs to be sealed
- Standing water

Is Hand Sink working properly?

- Hand Sink not draining properly
- Leaking/needs to be sealed
- Standing water
- Water is not reaching Temp (110)

Is Mop Sink working properly?

- Leaking/needs to be sealed
- Mop Sink not draining properly
- Mops not hung properly
- Standing water

APPENDIX 3

FINANCIAL AUDIT STANDARDS:

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

Lease Fees

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

Records

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

- Maintenance of an internal control system (e.g. cash register, point of sale equipment) to insure proper reporting to the City.
- Books, ledgers, journals, accounts and/or records must be maintained according to generally accepted accounting principles.
- Each concession must provide timely submission of the audited "Statement of Sales and Fees" and annual audited financial statements based upon their individual reporting system.
- Other items as required in the Agreement.

Insurances

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

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

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

Security Deposit/Letter of Credit

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

APPENDIX 4**CONCESSIONS OPERATING STANDARDS:**General Airport Guidelines

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

- Pick-up and deliveries to/from specific areas at specified times.
- Refuse disposal at specific and designated areas/times.
- Unauthorized use of restricted Airport areas.
- Adherence to minimum business operating hours.
- Agreement to emergency hours as may be determined by CDA under special conditions.
- Elevator use at designated times.
- Ingress and egress from designated areas, as outlined in Agreement.
- Proper and improper use of signage.

Laws and Ordinances

- CDA reserves the right to adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, and related facilities.
- All concessions must observe all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments which may be applicable to the operation at the Airport.
- Permits and Leases necessary for the operation of the concession areas must be obtained prior to the first day of operation, and renewed annually as needed.

Default Notices

The CDA reserves the right to issue a Default Notice to any concessionaire who is not in compliance with the Agreement.

APPENDIX 5**KEY DEPARTMENT OF AVIATION PERSONNEL:**

<u>NAME/TITLE</u>	<u>TELEPHONE NUMBER</u>
Castalia Serna Deputy Commissioner of Concessions	(773) 894-3059
Glen Ryniewski Assistant Commissioner of Concessions	(773) 686-3730
Drew Homyk Projects Administrator / MDW	(773) 838-3992
Horatio Watson Projects Administrator	(773) 894-3321
Marc Wright Projects Administrator	(773) 894-5422
Russell Johnson Projects Administrator	(773) 686-4899
Michael Stein Projects Administrator	(312) 489-9080

APPENDIX 6**KEY CONCESSION MANAGEMENT REPRESENTATIVE (CMR) PERSONNEL:**

<u>NAME/TITLE</u>	<u>TELEPHONE NUMBER</u>
Joseph Crump Managing Director	(773) 894-3905 (773) 307-9339 (cell)
Yolanda Woodruff Director of Retail Operations	(773) 894-5463 (773) 844-0821 (cell)
Dorine Litman Property Manager / ORD	(773) 894-3908 (773) 671-3908 (cell)
Patricia Grzyb Property Manager / MDW	(773) 838-0733 (312) 907-8820 (cell)
Sungjin Choi Construction and Design Manager	(773) 686-7606 (312) 301-1043 (cell)

APPENDIX 7

RULES AND REGULATIONS:

Lessee shall, at all times during the term of the Lease Agreement:

1. Use, maintain and occupy the Premises in a careful, safe, professional and lawful manner. Keep Premises and its appurtenances in a clean and safe condition.
2. Keep all glass in the doors and windows of the Premises clean and in good repair with floor displays and shelving cleaned daily.
3. Not place, maintain or sell any merchandise or place any signage in any vestibule or entry to the public area adjacent to the Premises, or place any signage in the public area adjacent to the Premises, or elsewhere on the outside of the Premises without the prior written consent of the Commissioner.
4. At its own cost, keep Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests.
5. Not permit accumulation of garbage, trash, rubbish and other refuse inside or outside the Premises, and keep refuse in closed containers within the interior of the Premises until removed. Not place any rubbish, litter, trash, or material of any nature in the parking areas, exterior areas, entryways, passages, doors, elevators, hallways, or stairways of the Airport. Comply with any recycling program as directed by the Commissioner.
6. Not use, or permit the use of any apparatus or instruments for musical or other sound reproductions or transmissions in such manner that the sound emanating therefrom or caused thereby shall be audible beyond the interior of the Premises, without the prior written consent of the Commissioner.
7. Not use helium balloons and blinking lights.
8. Not cause or permit objectionable odors to emanate from the Premises.
9. Not deliver or permit delivery of merchandise at any time other than those times allowed by the Commissioner or her designated representative.
10. Maintain and keep operational all electric signs, and where applicable, light the show windows and exterior signs of Premises during hours of operation.
11. Use only signage of professional quality. All signage must be approved by the Commissioner or her designated representative. Handwritten signs of any kind are not permitted. Signage or other materials may not be taped to windows.
12. Prominently sign or mark pricing on each product or mark with easily recognizable professional signage.
13. Keep all mechanical apparatus in good working order and free of vibration and noise.

14. Not overload the floors or electrical wiring or install any additional electrical wiring or plumbing without the Commissioner's prior written consent.
15. Not use show windows on the Premises for any purpose other than display of merchandise for sale. Merchandise must be kept in a neat, professional and attractive manner.
16. Not conduct, permit or suffer any public or private action sale to be conducted on or from the Premises.
17. Not solicit business in the common area of the Airport or distribute handbills or other advertising materials in the common area. If this provision is violated, the Lessee shall pay the City the cost of collecting same from the common area for trash disposal. Lessee shall not hold demonstrations in the Premises or any other area of the Airport. Lessee agrees to cooperate and assist the City in the prevention of canvassing, soliciting and peddling within the Premises or Airport.
18. Not use the plumbing facilities in the Premises for any purpose other than that for which they were constructed or dispose of any foreign substance therein, whether through the utilization of "garbage disposal units" or otherwise. If Lessee uses the Premises for the sale, preparation or service of food for on-premises consumption, Lessee shall install such grease traps as shall be necessary or desirable to prevent the accumulation of grease or other wastes in the plumbing facilities servicing the Premises. Lessee shall contract with a grease trap/plumbing service for periodic maintenance of its plumbing facilities. Lessee shall provide the City with a copy of said service contracts.
19. Not operate in the Premises or in any part of the Airport any coin or token operated vending machines or similar devices for the sale of any merchandise or service, except as may be allowed in the Lease Agreement or with the prior written consent of the Commissioner.
20. Not have slot machines, devices, or other gambling games on the Premises or in any part of the Airport without the prior written consent of the Commissioner.
21. Refer all contractors or contractor's representatives rendering any service on or to the Premises for the Lessee, to the City or the CMR for approval before performance of any contractual service provided that they meet insurance requirements.

Lessee's contractors and installation technicians shall comply with the City's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the Premises or the Airport, including installation of telecommunication devices, electrical devices, attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment, or any other physical portion of the Premises or project.
22. Keep from public view all personal property, cups, papers, cleaning and other supplies.
23. Not permit employees to eat, drink or sleep in public view.
24. Not at any time occupy any part of the Premises or project as sleeping or lodging quarters.

25. Not place, install or operate on the Premises or in any part of the Airport any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Premises or project any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or hazardous material.
26. Insure that staff members are, at all times, appropriately dressed (as designated in the Lease Agreement) with airport badges in view.
27. Not hold the City responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or the Airport regardless of whether such loss occurs when the area is locked against entry or not.
28. Not have dogs, cats, fowl, or other animals brought into or kept in or about the Premises or Airport.
29. Not use the public restrooms for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the building shall be borne by the person who shall cause it. No person shall waste water by interfering with the faucets or otherwise.
30. Not lay floor covering within the Premises without written approval of the Commissioner. The use of cement or other similar adhesive materials not easily removed with water is expressly prohibited.
31. Comply with and ensure that Lessee's employees comply with the City's non-smoking policy for the Airport.
32. Post any Emergency Evacuation Plan adopted by the City. Lessee shall post the Plan in a place which is non-visible to Lessee's customers, but visible to Lessee's employees. Train all employees regarding Lessee's Emergency Evacuation Plan and other emergency procedures.
33. Along with its employees, agents and invitees park their vehicles only in those parking areas allowed by the City. If requested, furnish the City with state automobile Lease numbers of Lessee's vehicles and its employees' vehicles and shall notify the City of any changes within five (5) days after such change occurs. Concessionaire or its employees shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out-of-date inspection stickers or Lease plates) on Airport property or in its parking areas.
34. Comply with all parking rules and regulations including any sticker or other identification system established by the City. Failure to observe the rules and regulations shall terminate Lessee's right to use the parking area and subject the vehicle in violation of the parking rules and regulations to removal or impoundment. No termination of parking privileges or removal or impoundment of a vehicle shall create any liability on the City or be deemed to interfere with Lessee's right to possession of its Premises. Vehicles must be parked entirely within the parking lines and all directional signs, security notices, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No Parking" signs are posted, on ramps, in cross hatched areas, and in other areas as may be designated by the City. Parking stickers or other forms of identification, if any, supplied by the City, shall remain the property of the City and not the property of Lessee and are not transferable. Every person is required to park and lock his vehicle. All responsibility for

damage to vehicles or persons is assumed by the owner of the vehicle or its driver.

35. Follow all ID Badging procedures as may be required by the Commissioner or her designated representative.
36. Instruct employees to report spills, hazardous conditions and any suspicious activities to the appropriate party as directed by the Commissioner or her designated party.
37. Not use luggage carts for product deliveries.
38. Use only delivery carts and equipment as approved by the Commissioner or her designated party.
39. Use only designated elevators for deliveries.
40. Surrender all keys to the Premises to the Commissioner upon termination of this Lease Agreement.
41. Comply with the City's desire to maintain in the Airport the highest standard of dignity and good taste consistent with comfort and convenience for the Lessee. Any action or condition not meeting this high standard should be reported directly to the City. Lessee's cooperation will be mutually beneficial and sincerely appreciated.
42. The City reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Premises and for the preservation of good order therein.

(Sub)Exhibit 11.

(To Automated Retail License Agreement With Nuts On Clark, Inc.)

Liquidated Damages.

Licensee acknowledges the City's objective to provide the public and air traveler with the level and quality of service as described herein. Accordingly, the City has established liquidated damages and not penalties, as set forth in the table below, that it may assess, in its reasonable discretion, for various violations of the provisions of this Agreement, the Airport Concession Program Handbook, and/or City Rules and Regulations. Licensee and the City agree that the fines set forth herein are reasonable, and Licensee further agrees to pay to the City in accordance with amounts specified herein upon each occurrence of the specified violation and upon written demand by the City.

Notwithstanding any other liquidated damages provisions provided for in this Agreement, the liquidated damages shown on the table below are intended to reflect the inconvenience to the public and adverse effects on the Airport's operation. Written notice of a violation hereunder shall be given by the City to Licensee pursuant to Section 11.7 of the Agreement. Payment of liquidated damages shall not relieve the Concessionaire of responsibility for damage, personal injury, or the harm caused by any of these violations. Licensee further acknowledges that the liquidated damages are not exclusive remedies, and the City may pursue other remedies as allowed for in this Agreement and at law, at the Commissioner's or CMR's sole discretion. The City's waiver of any liquidated damages provided for below shall not be construed as a waiver of the violation or Licensee's obligation to remedy the violation.

1. For the first violation of a requirement during any 12-month rolling year, the City will provide written notice to Licensee to correct the violation within the time specified in the notice, which such time period shall be consistent with any applicable time period proscribed in the Agreement or, if no time period is proscribed, reasonable.
2. For the second and third violation of the same requirement during any 12-month rolling year commencing upon the first notice of violation, the City will provide written notice to Licensee to correct the violation within the time specified in the notice. If not corrected within the specified time period, liquidated damages shall be immediately assessed.
3. Further, after the third violation of the same requirement within any 12-month rolling year, the City reserves the right, in its sole discretion, to deem the repeated violations an Event of Default and to seek any other remedies available to it under this Agreement.

Notwithstanding the foregoing, any act or failure to act by the Licensee which such act or failure to act is an "Infraction" listed in the chart below shall not give rise to liability for liquidated damages hereunder provided that such failure was the direct result of the City's failure to perform an obligation hereunder or an force majeure event as set forth in Section 11.20 of the Agreement.

Infraction	1 st Violation	2 nd Violation	3 rd Violation
Value Pricing, Article 4.04: Failure to comply with policy referenced	Written Warning	\$250/incident	\$500/incident
Operational Requirements, Article 4.05: Failure to comply with Physical Inspection Standards	Written Warning	\$250/incident	\$500/incident
Hours of Operation, Article 4.07: Failure to operate during minimum required hours of operation	Written Warning	\$250/incident	\$500/incident
Personnel Standards, Article 4.07: Failure to comply with any of the Standards referenced	Written Warning	\$250/Incident	\$500/Incident
Operation and Maintenance Standards, Article 4.06: Failure to comply with any of the Standards referenced	Written Warning	\$250/incident	\$500/incident
Reports, Article 6.0: Failure to provide sales and related reports.	Written Warning	\$500/Incident	\$1,000/Incident
Failure to comply with all state, federal, and security rules, regulations, and directives per Article 10.3.	Written Warning	\$500/Incident	\$1,000/Incident
Failure to accept payment types, Article 4.05: Automated Retail Vending Machine Standards	Written Warning	\$100/day of non-compliance	\$200/day of non-compliance
Failure to maintain product inventory consistently above 90% as per article 4.03.	Written Warning	\$100/day of non-compliance	\$200/day of non-compliance
Failure to refill product inventory when 60% or less within a 24-hour period as per Article 4.03.	Written Warning	\$100/day of non-compliance	\$200/day of non-compliance
Failure to conduct repairs within 48 hours of written notification as per article 4.07.	Written Warning	\$100/day of non-compliance	\$200/day of non-compliance
Failure to address customer complaint(s) within 24 hours and receiving more than 6 customer complaints in a one-month period as per Article 4.04.	Written Warning	\$100/day of non-compliance	\$200/day of non-compliance

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(Sub)Exhibit 12.

(To Automated Retail License Agreement With Nuts On Clark, Inc.)

- Utility Usage Fee.

The Utility Usage Fee will be billed and payable as Additional Rent on a regular basis to compensate for utilities furnished to the Licensed Space. Unless the Licensee has elected to utilize meters, at Licensee's sole cost, pursuant to Section 4.08, Licensee shall provide the City with the manufacturer's official utility usage specifications upon installation of each automated retail vending machine. Licensee's Utility Usage Fee equals the sum of the estimated utility usage for the relevant billing period of each of Licensee's automated retail vending machines (or the actual metered usage, as applicable) multiplied by the then applicable utility rate. The utility rate is adjusted annually and shall be the rate in use by the energy company supplying service to the Airport on January 1 of each year such Utility Usage Fee is incurred. The City may at any time change and utilize any reasonable alternative method of calculating the Utility Usage Fee and such periodic updates shall not require an amendment to this Agreement.

Exhibit "C".
(To Ordinance)

Retail Concession Lease And License Agreement With Nuts On Clark Union Station, Inc.

This Retail Concession Lease and License Agreement ("**Agreement**") is entered into at Chicago, Illinois, as of August 22, 2007 ("**Effective Date**"). The Agreement is by and between Nuts on Clark Union Station, Inc an Illinois corporation ("**Tenant**"), and the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois ("**City**"), acting through its Department of Aviation.

BACKGROUND

The City owns and operates Chicago O'Hare International Airport ("**Airport**"), which includes an international terminal, three domestic terminals, and a transportation center (collectively, the "**Terminals**"). The City has determined that certain portions of the Terminals will be used for food, beverage and retail concessions designed to serve the needs of Airport patrons and employees and desires to operate its concession program at the Terminals to strive to meet the needs and desires of Airport users by providing first-class food, beverage, retail and service facilities.

The City issued a Request for Proposals ("**RFP**") for retail concessions at the Airport and Tenant responded with a proposal to operate a retail concession featuring popcorn, nuts, snacks and non-alcoholic beverages. The City desires to grant Tenant, and Tenant desires to accept, a license to operate such a retail concession at the Airport and a lease to operate the retail concession at the Terminal locations identified in this Agreement under the terms and conditions of this Agreement.

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

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

ARTICLE 1 TERM SHEET

The summary of key terms and conditions of this Agreement, as approved by the City Council of the City of Chicago on April 11, 2007, is attached to the Agreement as Exhibit 1 and is incorporated here by reference ("**Term Sheet**"). There may be differences between the defined words and phrases used in this Agreement and the words and phrases used in the Term sheet. In the event of any substantive inconsistency between the Term Sheet and the terms and conditions of this Agreement, the Term Sheet will govern. Tenant must promptly notify the City if Tenant believes that there is such a substantive inconsistency.

ARTICLE 2 INCORPORATION OF BACKGROUND AND EXHIBITS

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

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

Exhibit 1	Term Sheet
Exhibit 2	Leased Space
Exhibit 3	Improvements, Improvement Costs, and Completion Dates
Exhibit 4	City's Shell and Core Obligations
Exhibit 5	Merchandise and Price List
Exhibit 6	Airport Concessions Program Handbook
Exhibit 7	Form of Letter of Credit
Exhibit 8	Insurance Requirements
Exhibit 9	ACDBE Special Conditions and Related Forms
Exhibit 10	Economic Disclosure Statement(s) and Affidavit(s)

ARTICLE 3 DEFINITIONS

3.1 Interpretation and Conventions.

A. The term "**include**," in all of its forms, means "include, without limitation," unless the context clearly states otherwise.

B. The term "**person**" includes firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

C. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies of this Agreement are solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

D. Words in the singular include the plural and vice versa. Words of the masculine, feminine or neuter gender include correlative words of the other genders. Wherever an article, section, subsection, paragraph, sentence, exhibit, appendix, or attachment is referred to, the reference is to this Agreement, unless the context clearly indicates otherwise.

E. Where the approval or consent of the City is required under this Agreement, unless expressly stated otherwise, it means approval or consent of the Commissioner or the Commissioner's authorized representative as the Commissioner may designate from time to time. Where the approval

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

3.2 Definitions

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

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

"Additional Space" means Retail Space or Storage Space that is added to Leased Space after the Effective Date pursuant to Section 5.1, but does not include Relocation Space.

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

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

"Airport Concession Program Handbook" means Exhibit 6, as it may be amended from time to time by the Department of Aviation. Any amendment of the Airport Concession Program Handbook by the Department of Aviation during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of Airport Concession Program Handbook does not conflict with the other terms and conditions of this Agreement.

"Base Rent" means the amount payable by Tenant on a square footage basis for use and occupancy of the Leased Space as set forth in Section 7.1.

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

"Commissioner" means the head of the Department of Aviation of the City and any City officer or employee authorized to act on her behalf.

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

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

"Concession" means Tenant's business of offering the Merchandise identified in Exhibit 5 for sale at retail to the public at the Airport pursuant to this Agreement.

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

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

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

"Date of Beneficial Occupancy" or "DBO" means, as to each Retail Space, the later to occur of:

- A. the date,
 - (i) for In-Line Sites, that is 60 days after the later to occur of (1) the date that the City gives Tenant possession of the Retail Space or (2) the date that the building permit for the Improvements is issued (provided that the Tenant promptly applies for, and diligently pursues the issuance of, such building permit), or
 - (ii) for Kiosks, that is 45 days after the later to occur of (1) the date that the City gives Tenant possession of the Retail Space or (2) the date that the building permit for the Improvements is issued (provided that the Tenant promptly applies for, and diligently pursues the issuance of, such building permit)and
- B. the date set forth in the Development Plan for the commencement of retail sales in the applicable Retail Space.

Notwithstanding the foregoing, if Tenant commences retail sales in any Retail Space before the date determined in accordance with the foregoing, the Date of Beneficial Occupancy for that Retail Space is the date that retail sales commence. The Date of Beneficial Occupancy for any Storage Space is the date that the City gives Tenant possession of the Storage Space.

"Default Rate" means 12% per annum.

"Department" means the City's Department of Aviation.

"Development Plan" means the Tenant's conceptual plan for construction of Improvements and commencement of Concession operations, as set forth in Section 5.5.

"Distribution Fee" means the amount, if any, payable pursuant to Section 4.11 for the

Tenant's use of a centralized distribution and storage facility.

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

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

"Gross Revenues" means the total amount in dollars 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 Leased Space and all mail or telephone orders received or filled at or from the Leased Space and all deposits not refunded to purchasers and all orders taken in and from the Leased Space whether or not the orders are filled elsewhere, and receipts or sales by Tenant and any other person or persons doing business in or from the Leased Space, including receipts from promotions, advertising, and income derived from retail display advertising or any other use of the Leased Space by Tenant. Gross Revenues do not, however, include the following:

- A. any sums collected and paid out by Tenant for any sales, retail excise, use, privilege, or retailers occupation taxes now or later imposed by any duly constituted governmental authority;
- B. the amount of any cash or credit refund made upon any sale, but only if the original sale was made in or from the Leased Space and included in Gross Revenue;
- C. bona fide transfers of merchandise to or from the Leased Space to any other stores or warehouses of Tenant;
- D. sales of Tenant's fixtures and store equipment not in the ordinary course of Tenant's business;
- E. returns to shippers, suppliers or manufacturers;
- F. bulk sales of Merchandise inventory not sold to the public and not in the ordinary

course of business; and

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

A "sale" is deemed to have been consummated for purposes of this Agreement, and the entire amount of the sales price must be included in Gross Revenues, at the time that: (A) the transaction is initially reflected in the books or records of Tenant; or (B) Tenant receives all or any portion of the sales price; or (C) the applicable goods or services are delivered to the customer, whichever occurs first.

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

"**Improvement Costs**" means the total amount paid by Tenant for categories of labor, services, materials and supplies used in the design, development, installation and construction of the Improvements. The minimum Improvement Costs as of the Effective Date are set forth in Exhibit 3. For purposes of this Agreement, Improvement Costs shall be deemed to be amortized over the Term on a straight-line basis.

"**Improvements**" means the improvements to be made to the Leased Space by Tenant that add or maintain value to the Leased Space, including fixtures and trade fixtures (but excluding trademarked or proprietary trade fixtures) and any other enhancements of a permanent or temporary nature made to the Leased Space, other than the Shell and Core, so that the Leased Space can be used for Concession operations. The Improvements required as of the Effective Date are described in Exhibit 3.

"**In-Line Site**" means a Retail Space, other than a Kiosk, that may be permanent or temporary.

"**Kiosk**" means a Retail Space that is a non-mobile, free-standing, permanent or temporary facility that is not affixed to the Terminals, whether completely free-standing or located against the wall.

"**Lease**" means the lease by the City to the Tenant to use and occupy the Leased Space in order to conduct and operate the Concession.

"**Leased Space**" means the total Retail Space and Storage Space leased to Tenant under this Agreement, identified in Article 5 and Exhibit 2, which may be amended from time to time as space may be added to, deleted from, or relocated during the Term in accordance with the provisions of this Agreement. Leased Space shall be used for operation of the Concession and for no other purpose unless otherwise approved in writing by the Commissioner.

"Lease Year" means

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

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

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

"Marketing Fee" means the Tenant's contribution for promotions at the Airport, as set forth in Section 4.10.B.

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

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

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

"Retail Space" means a Leased Space used by Tenant for the sale at retail of Merchandise, including any Additional Space or Relocation Space used for that purpose.

"Shell and Core" means those improvements to the Leased Space to be completed by the City as specified in Exhibit 4 and, with respect to Additional Space or Relocation Space, as may be agreed in writing by the Commissioner.

"Storage Space" means a Leased Space used by Tenant for storage of Merchandise inventory to support a Retail Space. No Merchandise may be sold to the public from Storage Space.

"Subcontractor" means all entities providing services and materials to Tenant necessary for its Concession operations or for the construction, repair, and maintenance of the Leased Space

and Improvements. The term "Subcontractor" also includes subconsultants of any tier, subcontractors of any tier, suppliers and materialmen, whether or not in privity with Tenant.

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

"Term" has the meaning set forth in Section 6.1.

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

"Value Price" has the meaning set forth in Section 4.3.

"Work" means 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.

ARTICLE 4 LICENSE, LEASE AND TENANT'S OPERATIONS

4.1 **Concession License and Lease.** This Agreement (and the Lease and License granted under it) supersede, cancel and terminate any existing agreements or understandings between the parties and relating to the subject matter of this Agreement. The City grants Tenant a License to operate a Concession and a Lease to operate the Concession from the Leased Space. Tenant accepts the License and Lease from the City and assumes the duties of Tenant provided in this Agreement and in the Airport Concession Program Handbook. Tenant understands and agrees that both its License to operate a Concession and its right to occupy the Leased Space will terminate upon the expiration or earlier termination of this Agreement. If Tenant complies with the terms of this Agreement, Tenant will have the right of ingress to and egress from the Leased Space, for Tenant, its officers, employees, agents, Subcontractors, vendors, suppliers, and invitees, subject, however, to all statutes, ordinances, rules and regulations from time to time enacted or established by the City, the FAA, the TSA or any other governmental agency or authority having jurisdiction. Tenant must not conduct its Concession operations in a manner that, in the judgment of the Commissioner:

- A. interferes or might interfere with the reasonable use by others of Common Areas or the leased or licensed space of other tenants or licensees at the Airport;
- B. hinders or might hinder police, fire fighting or other emergency personnel in the discharge of their duties;
- C. would, or would be likely to, constitute a hazardous condition at the Airport;
- D. would, or would be likely to, increase the premiums for insurance policies maintained

by the City, unless the operations are not otherwise prohibited under this Agreement and Tenant pays the increase in insurance premiums occasioned by the operations; or

E. would involve any illegal purposes.

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

4.3 Merchandise and Value Pricing.

A. Exhibit 5 to this Agreement constitutes the listing, by general category or specific item, of all Merchandise that Tenant is allowed to sell from each Retail Space and the prices to be charged to the public. Those items of Merchandise that Exhibit 5 indicates are mandatory, if any, must be offered for sale to the public by the Tenant as a part of the Airport's overall concession program. If Exhibit 5 is stated in general terms, upon request, Tenant must promptly provide the Commissioner with a complete list of all Merchandise and prices. The City's execution of this Agreement constitutes its approval of the sale of the products, services, and pricing as reflected on Exhibit 5 on the Effective Date. Any changes to Exhibit 5 are subject to the Commissioner's prior written approval.

B. Tenant must stock a sufficient amount of each item comprising its Merchandise within the Retail Space so as to maximize Gross Revenues, subject to and consistent with Tenant's and the City's desire to accommodate the convenience and needs of the Airport's patrons. The Merchandise must be new, fresh and of top quality. Tenant must store Merchandise inventory in excess of the amount needed to stock displays out of sight of customers before restocking a display.

C. Value Pricing. Notwithstanding the City's approval of any prices listed in Exhibit 5, a major inducement to the City to enter into this Agreement is Tenant's agreement that it will comply with the following in establishing prices. Tenant must not charge in excess of Value Prices, as defined below, for the Merchandise or any other products from time to time approved in writing by the Commissioner for sale from the Retail Space. For the purposes of calculating Value Prices as set forth below, the term "city of Chicago" means the area bounded by Congress Expressway on the South, North Avenue on the North, Lake Michigan on the East, and Franklin Street on the West, and the term "Chicago Metropolitan Area" means Cook County and all counties contiguous thereto within the State of Illinois.

- (i) The "Value Price" is determined by comparing Tenant's prices at the Retail Space with the prices charged at the other retail sales locations of Tenant, if any, in the city of Chicago. Tenant's prices on any specific product item may not exceed the highest price charged for the same item (or if the same item is not offered, an equivalent item) at Tenant's other retail sales locations in the city of Chicago. If the same or an equivalent item is not offered at those other retail locations or if Tenant has no retail locations in the city of Chicago, the Tenant will propose for Commissioner's approval four comparable vendors within the city of Chicago or within the Chicago Metropolitan Area as "Benchmark Stores", and, upon approval by the Commissioner, Tenant's prices for the item may not exceed the average of the three highest prices charged for the same or equivalent item at the Benchmark Stores. If the same or equivalent item is not offered at a Tenant location or a Benchmark Store within the city of Chicago or within the Chicago Metropolitan Area, Tenant must charge a reasonable price for the item, which price will be subject to the review and approval of the Commissioner.
- (ii) Tenant must submit to the Commissioner, within 30 days after the end of each Lease Year, or as requested from time to time by the Commissioner, a pricing report demonstrating compliance by Tenant with the Value Price requirements. Any prices that the Commissioner determines to be inconsistent with the Value Price requirements must be adjusted accordingly. At any time, and from time to time, the Commissioner may review the prices of the Merchandise then being offered for sale by Tenant and require adjustments in prices of the Merchandise or particular items in order to comply with the Value Price requirement. Following the Commissioner's written notice to Tenant, Tenant shall promptly adjust the price of the Merchandise or particular items, as applicable. Failure to comply within five days will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Tenant as liquidated damages and not as a penalty an amount of \$100 per day per Retail Space.

D. At any time, and from time to time, the Commissioner may review the quality of the Merchandise then being offered for sale by Tenant and require reasonable improvements in quality of the Merchandise or particular items or may require elimination of particular items that the Commissioner determines to raise safety or security issues. Following the Commissioner's written notice to Tenant, Tenant shall promptly rectify or modify the quality of the Merchandise or particular items or eliminate the particular items, as applicable. Failure to comply within five days will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including

loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Tenant as liquidated damages and not as a penalty an amount of \$100 per day per Retail Space.

4.4 General Requirements for Operation of Concessions. Tenant has the authority to manage and administer the Concession in the Leased Space, subject to the rights of the City under the law, in equity, and under this Agreement to direct Tenant in order to ensure that the Airport operates in the most effective and efficient way possible and to supervise the Tenant's performance. Tenant covenants to take all commercially reasonable measures to maintain, develop, facilitate and increase the business of the Concession so as to maximize Gross Revenues. Tenant further covenants that neither it nor any Affiliate of Tenant will divert or cause or allow to be diverted any business from the Leased Space to other locations not at the Airport that are operated by Tenant or any Affiliate of Tenant. A material condition of this Agreement is that Tenant must operate the Concession operations in accordance with the Airport Concession Program Handbook, attached hereto as Exhibit 6, and the following general requirements:

A. Unless otherwise approved by the Commissioner in writing, Tenant must conduct business in its Retail Space only in the Tenant's trade name identified in the Term Sheet.

B. Unless authorized in writing by the Commissioner, Tenant must not install or operate any coin, card, token or otherwise activated vending machines or devices of any kind or type.

C. Tenant must conduct its Concession operations in a first-class, businesslike, efficient, courteous, and accommodating manner consistent with the "**Physical Inspection Standards**" that appear in Appendix 1 of the Airport Concession Program Handbook. The Commissioner has the right to make reasonable objections to the appearance and condition of the Leased Space if they do not comply with the Physical Inspection Standards. Tenant must discontinue or remedy any non-compliant practice, appearance or condition within five days following receipt of a written notice by the Commissioner (or immediately upon receipt of such a notice if the Commissioner or Corporation Counsel deems non-compliance hazardous or illegal). Tenant's failure to timely cure the non-compliance as required by the Commissioner would cause the City damages including, among other things, loss of goodwill, that would be difficult or impossible to prove or quantify. Accordingly, if Tenant fails to timely cure non-compliance, then, in addition to all other remedies the City may have at law, in equity or under this Agreement, and beginning on the first day after expiry of the five-day cure period, Tenant must pay the City, as liquidated damages in connection with the loss of good will among visitors to the Terminals, and not as a penalty, the amount of \$200 per day for each non-compliant practice, appearance or condition specified in the notice that remains uncured after the cure period.

D. Tenant must neither commit nor allow any nuisance, noise or waste in the Leased Space or annoy, disturb or be offensive to others in the Terminals. Tenant must employ all

reasonable means to prevent or eliminate unusual, nauseating or objectionable smoke, gases, vapors or odors from escaping from the Leased Space. Tenant must employ all reasonable means to eliminate vibrations and to maintain the lowest possible sound level in the operation of the Concession.

E. Tenant must at all times accept as suitable payment for any sale of Merchandise any of at least three nationally recognized credit cards, such as but not limited to American Express, Visa, MasterCard and Discover. Tenant must give a receipt with each purchase and must post signs prominently near its cash registers offering some bonus or compensation to the customer if no receipt is given. Tenant must make change for the public regardless of whether or not a purchase is made.

F. Tenant must not place or install any racks, stands, or trade fixtures directly on or over the boundaries of its Leased Space. Tenant must not use any space outside the Leased Space for sale, storage or any other undertaking, other than in connection with deliveries made in a prompt, timely and efficient manner.

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

- (i) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of the Leased Space;
- (ii) answer in writing all written customer complaints within 72 hours after receipt, furnishing a copy of the complaint and the answer to the Commissioner within that period; and,
- (iii) furnish the Commissioner within 72 hours after their receipt copies of all written notices received by Tenant from any governmental authority or any Subcontractor with respect to any part of the Leased Space or any Subcontract.

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

4.5 Hours of Operation.

A. Tenant must begin conducting its Concession operations in each Retail Space on the Date of Beneficial Occupancy applicable to that Retail Space and continue them uninterrupted after

that date during all required hours of operation. The Retail Space must be open, at a minimum, from 6:00 a.m. until 9:00 p.m. daily. If the Commissioner deems it necessary in order to serve the public at the Terminals, Tenant must keep any or all of its Retail Space open for additional hours as the Commissioner reasonably determines. From time to time, the Commissioner may require Tenant to extend its hours for peak holiday travel seasons or for flight delays due to inclement weather, or conversely, the Commissioner may allow the Tenant to open a Retail Space later than 6:00 a.m. or close it earlier than 9:00 p.m. when passenger traffic is light.

B. Except as otherwise permitted under this Agreement, if Tenant fails to operate its Concession from any portion of the Retail Space during all times that Tenant is required to do so under this Agreement and the failure continues for more than three days after the City gives Tenant notice, it is an Event of Default. In addition, Tenant acknowledges that failure to provide Concession services to the public would cause the City substantial damages, a portion of which may be ascertainable but another portion of which, related to loss of goodwill due to the public's inability to obtain the Merchandise, the provision of which is one of the key purposes of this Agreement, might be difficult or impossible to prove or quantify. Accordingly, in addition to other remedies available to the City for an Event of Default, Tenant must pay the City as liquidated damages (and not as a penalty) in connection with such loss of goodwill the lesser of \$50 per hour or \$500 per day, beginning as of the time that the City first notifies Tenant that it is not operating the Concession in accordance with the time requirements of this Agreement. The obligation to make payments of liquidated damages will continue until the earliest of: (i) the time that the affected portion of the Retail Space re-opens for business; (ii) the date that this Agreement expires or is terminated with respect to the affected portion of the Retail Space; and (iii) the date that the Commissioner receives possession of the affected portion of the Retail Space.

4.6 Personnel.

A. Staff.

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

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

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

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

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

B. General Manager. Tenant must designate a General Manager experienced in management and supervision who has sufficient authority and responsibility to administer and manage the Concession. The General Manager (or authorized representative) must be immediately available to the Department whenever any of the Retail Spaces are open. The base of operations of the General Manager must be at the Airport, and the General Manager must spend substantially all of his or her working hours at the Airport, unless the Commissioner approves in writing another arrangement. The General Manager is subject to removal at the direction of the Commissioner if the Commissioner reasonably determines, in her sole discretion, that the General Manager is not performing up to standards consistent with the fulfillment of Tenant's obligations.

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

4.7 Operation and Maintenance.

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

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

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

4.8 Utilities.

A. Tenant must pay for natural gas, water, sewage and electricity furnished to the Leased Space, to the extent separately metered. All utilities must be separately metered for usage within a Leased Space except to the extent that the Commissioner agrees otherwise in writing.

B. Tenant must maintain utility lines to the Leased Space as follows:

- (i) where the utility lines, including gas, electrical, telephone, hot and cold water, fire sprinkler, gas, and sewer serve the Leased Space and other areas of the Terminals, Tenant is only obligated to maintain those branch lines and facilities that are located within and serving the Leased Space; and
- (ii) where the utility lines are solely for the use of the Leased Space, Tenant is obligated to maintain the utility lines from the Leased Space up to the main entry point to the Terminals. Alternatively, the City may, at the Commissioner's sole discretion,

maintain the lines and charge Tenant the reasonable cost of the maintenance. Tenant must maintain all electrical cables, conduits, wiring, fire alarm systems, electrical panels and associated equipment located within and serving the Leased Space.

4.9 Refuse Handling.

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

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

4.10 Promotion.

A. Signs and Advertising. Tenant may, at its own expense and subject to obtaining any necessary permits, install and operate necessary and appropriate identification signs in and on the Retail Space for its promotional use (identifying the Concession operations at the Retail Space in question or the Merchandise sold there). All such signage (especially all signage visible from the Common Areas) must be in compliance with signage and other applicable criteria adopted by the Commissioner or other City agencies from time to time and subject to the prior written approval of the Commissioner as to the number, size, height, location and design (as applicable). Tenant must not install, affix, or display any signage outside the Retail Space except as permitted by the Department. Without the prior written consent of the Commissioner, Tenant and its Subcontractors must not distribute any advertising, promotional or informational pamphlets, circulars, brochures or similar materials at the Airport except within the Retail Space and except as are related to Tenant's Concession.

B. Marketing and Advertising Fund. The Department operates a marketing and

advertising fund for the purpose of financing a program for advertising and promoting Concessions at the Airport ("**Marketing Fund**"). Such program may include special events, shows, displays, signs, marquees, decor, seasonal events, and print, television, radio and other media advertisements. In addition, the City may use the Marketing Fund to defray the costs of administration of the Marketing Fund, including the expenses for a promotion and advertising manager. The Marketing Fund is funded by contributions from tenants, as required by the provisions of their agreements with the City. The monthly contribution by Tenant is in an amount equal to the product of the Gross Revenues for the prior month multiplied by 0.005 (one-half percent) set forth below (the "**Marketing Fee**"). The City may, but is not required to, contribute to the Marketing Fund. Tenant has no ownership or beneficial interest whatsoever in the Marketing Fund.

4.11 Distribution and Storage; Deliveries.

A. It is necessary, due to the number of Concession tenants in the Airport, that the Commissioner protect the Common Areas and the Terminal curbside for the flow of airline passengers. Therefore, Concession deliveries must be made only within the times and at the locations authorized by the Commissioner or his designated representative and otherwise in accordance with the terms of this Agreement. All deliveries that require access to the aircraft operations area ("**AOA**") must be made by vehicles and drivers qualified and permitted to drive over AOA roadways.

B. At the option of the Commissioner, after first giving reasonable notice to Tenant, the Commissioner may require Tenant to arrange for all deliveries to a central distribution and storage facility at the Airport ("**Distribution and Storage Facility**"). The Distribution and Storage Facility is not in place as of the Effective Date, but may be designed and developed by the City or a designated third party. At the Commissioner's sole discretion, the Distribution and Storage Facility, if implemented, may be operated through a third party contractor selected or approved by the Commissioner. If the Distribution and Storage Facility is implemented, Tenant must pay the City or a designated third party Tenant's proportional share of the cost for deliveries to or from the Distribution and Storage Facility ("**Distribution Fee**") as determined by the Commissioner or a designated third party. Such Distribution Fee may include development, utility, operation and maintenance costs and other costs associated with the opening and/or operation of the Distribution and Storage Facility and is considered to be Additional Rent. Tenant acknowledges that the City will not be responsible for and will have no liability related to the operation of (or the failure to operate) the Distribution and Storage Facility, including lost profits, consequential damages or any other losses or damages whatsoever.

4.12 Certain Rights Reserved By the City.

A. Except as expressly provided otherwise in this Agreement: the City has the rights set forth below, each of which the City may exercise with notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of exercising them; the

City's exercise of any such rights is not deemed to constitute a breach of this Agreement or a disturbance of Tenant's use or possession of or Lease to the Leased Space; the City's exercise does not give rise to any claim, including for set-off or abatement of Rent; the City's exercise also does not relieve Tenant of any 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 Terminals;
- (ii) Decorate or to make repairs, inspections, alterations, additions, or improvements, whether structural or otherwise, in and about the Terminals, or any part of them, and for such purposes to enter upon the Leased Space, and during the continuance of any of the work, to temporarily close doors, entryways, public space and corridors in the Terminals, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations under this Agreement, so long as the Leased Space is reasonably accessible and usable;
- (iii) Require Tenant to furnish the City door keys for the entry doors of the Leased Space, where applicable, and to retain them at all times, and to use in appropriate instances, keys, including master keys and passkeys, to all doors within and into the Leased Space, but the keys will at all times be kept under adequate and appropriate security by the Commissioner. Tenant 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 Leased Space, Tenant releases the City from all responsibility arising out of theft, robbery, pilferage and personal assault unless the same results from the City's gross negligence or willful misconduct. Upon the expiration of the Term of this Agreement or Tenant's right to possession of the Leased Space, Tenant must return all keys to the Commissioner and must disclose to the Commissioner the combination of any safes, cabinets or vaults left in the Leased Space;
- (iv) Approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Leased Space and the Terminals so as not to exceed the legal load per square foot designated by the structural engineers for the Airport, and to require all such items and furniture and similar items to be moved into or out of the Terminals and the Leased Space only at the times and in the manner as the Commissioner directs in writing. Tenant must not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Leased Space without the prior written consent of the Commissioner. Movements of Tenant's property into or out of the Terminals or the Leased Space and within the Terminals are entirely at the risk and responsibility of Tenant, and the Commissioner reserves the right to require permits before allowing any property to be moved into

or out of the Terminals or the Leased Space;

- (v) Establish controls for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the Terminals and the Leased Space;
- (vi) Regulate delivery and service of supplies and the usage of the apron area, loading docks, receiving areas and freight elevators and designate the times within which, and the locations at which, deliveries may be made to or by Tenant;
- (vii) Show the Leased Space to prospective Tenants and subtenants at reasonable times and, if vacated or abandoned, prepare the Leased Space for re-occupancy;
- (viii) Erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances to them, in and through the Leased Space at reasonable locations;
- (xix) Enter the Leased Space for the purpose of periodic inspection for fire protection, maintenance and compliance with the terms of this Agreement and exercise any rights granted to it in this Agreement; except in the case of emergency, however, the right must be exercised upon reasonable prior notice to Tenant and with an opportunity for Tenant to have an employee or agent present;
- (xx) Grant to any person the right to conduct any business or render any service in or to the Terminals or the Airport.
- (xxi) Promulgate from time to time rules and regulations regarding the operations at the Airport; and
- (xxii) Maintain newspaper vending machines at any location in the Airport.

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

ARTICLE 5 LEASED SPACE AND IMPROVEMENTS

5.1 **Leased Space.** As provided in Section 4.1, the City grants Tenant the right to use the Leased Space identified in Exhibit 2 for the Term of this Agreement for the operation of the Concession. Exhibit 2 may be amended from time to time to reflect changes in Leased Space. As of the Effective Date, all square footage identified in Exhibit 1 is approximate, and is subject to final correction in accordance with field measurements to be taken after completion of the Improvements. All such measurements relating to the Leased Space will be made to and from the "lease lines" as

identified on Exhibit 2. If the actual measured square footage of the Leased Space differs from the square footage identified on Exhibit 1, the Base Rent will be applied to the actual measured square footage.

A. Retail Space. The Leased Space includes the Retail Space identified in Exhibit 2. Retail Space is to be used for the sale of Merchandise at retail to the public.

B. Storage Space. The Leased Space includes the Storage Space, if any, identified in Exhibit 2. Storage Space is to be used to store inventory and supplies for use in the Retail Space. It may be used for other purposes relating to the Concession with the consent of the Commissioner, but not as a point of retail sale of Merchandise. If the Commissioner determines that Tenant is using Storage Space for purposes unrelated to the Concession, the Commissioner may unilaterally delete the Storage Space from the Leased Space. If the Commissioner determines that the size of the Storage Space exceeds the needs of the Tenant, the Commissioner may unilaterally reduce the size of the Storage Space.

C. Additional Space.

- (i) During the Term, the Commissioner may from time to time make Additional Space available in the Terminals for concession operations. In that event, the Commissioner in her absolute discretion may determine what portion, if any, of the space will be made available to Tenant under this Agreement, but not to exceed square footage set forth in the Term Sheet. In such event, the Commissioner will send written notice to Tenant to advise Tenant of the following:
 - a. size and location of the Additional Space being offered, if any;
 - b. whether it is being offered as Retail Space or Storage Space; and
 - c. the City's Shell and Core obligations and Tenant's Improvement obligations for the Additional Space.

Within 30 days after receiving the notice from the Commissioner, Tenant must notify the Commissioner if it accepts or rejects the Additional Space and, if the Additional Space is Retail Space, the amount by which Tenant proposes to increase its Minimum Annual Guarantee to reflect the anticipated increase in Gross Revenues from the Additional Space. Upon notification from Tenant to the Commissioner that Tenant accepts the Additional Space and, if the Additional Space is Retail Space, acceptance by the Commissioner of the proposed increase in the Minimum Annual Guarantee, the square footage will be added to the Retail Space or Storage Space, as applicable, under this Agreement and Exhibit 2 modified accordingly. Upon notification from Tenant to the Commissioner that it rejects the Additional Space or if Tenant fails to notify the Commissioner within 30 days that it accepts the Additional Space, the

offer will terminate and the Commissioner may offer the Additional Space to others.

- (ii) Nothing in (i) above requires the Commissioner to offer any Additional Space to Tenant or limits or restricts the Commissioner's or the City's right to enter into any Concession agreement with any third party.

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

- (i) The Commissioner will notify Tenant in writing within a reasonable period of time prior to the relocation of all or part of the Leased Space. Such notice will be not less than 90 days in advance of the relocation but, in any event, notice is not required more than 180 days in advance.
- (ii) If a Retail Space is being relocated and the Relocation Space for a Retail Space is not comparable in size, visibility, and traffic, in Tenant's reasonable business judgment, Tenant may reject the Relocation Space by notifying the Commissioner in writing no later than 15 days after Tenant receives the Commissioner's notice. If Tenant rejects the Relocation Space, then the Lease for the affected Retail Space will terminate on the date for the relocation set forth in the Commissioner's notice, and the Minimum Annual Guarantee as of such date will be adjusted by a percentage equal to the percentage of Tenant's Gross Revenues from prior Lease Year that were generated at the affected Retail Space. Further, if Tenant rejects the Relocation Space, Tenant is entitled to a credit, equal to the unamortized portion of Tenant's minimum Improvement Costs, as determined under Exhibit 3, for the Retail Space being vacated (but excluding any Improvement Costs for Tenant personal property or any portion of the Improvements that can be moved and used by Tenant elsewhere), against Rent due and owing to the City from Tenant until the full amount of the credit has been applied against Rent.
- (iii) Except when Tenant rejects Relocation Space pursuant to (ii) above, the City is responsible for costs incurred in the relocation or replication of the Improvements in the Leased Space being vacated, including the cost of moving Tenant's equipment and inventory and the cost of constructing replacement Improvements comparable to the condition of the Improvements in the Leased Space being vacated as of the date of relocation, to the extent comparable Improvements do not already exist in the Relocation Space. In the case of a relocation, Tenant must promptly vacate the portion of the Leased Space required to be vacated and as to which this Agreement is being terminated and return the portion of the Leased Space in as good or better

condition as existed as of the date that the City gave Tenant possession of the Leased Space being vacated, unless the Commissioner otherwise agrees in writing. The City will endeavor not to require Tenant to move from the Leased Space being vacated to the Relocation Space before Work on Improvements in the Relocation Space is completed, but the Leased Space being vacated may be needed for other Airport purposes prior to the completion of Improvements in the Relocation Space. Because the City is replacing Improvements in kind, Tenant is not entitled to any credit for unamortized Improvement Costs for the Leased Space being vacated, and the unamortized Improvement Costs for the Leased Space being vacated will be deemed to be the unamortized Improvement Costs for the Relocation Space and continue to be amortized on the same schedule as the original Leased Space.

5.2 Rights Regarding Property in the Leased Space. Tenant shall retain title and ownership to all Tenant personal property in the Leased Space except in the event of deemed abandonment. The City owns all other property at the Leased Space, including the Shell and Core and Improvements. Tenant represents and warrants that all the personal property located in the Leased Space on the Date of Beneficial Occupancy will be owned by Tenant.

5.3 Shell and Core. The City is responsible for providing Shell and Core, as specified in Exhibit 4, for the Leased Space. The City makes no warranty, either express or implied, as to the design or condition of the Leased Space, including the Shell and Core, or the suitability of the Leased Space, including the Shell and Core, for the Tenant's purposes or needs. The City is not responsible for any patent or latent defect, and Tenant must not, under any circumstances, withhold any amounts payable to the City under this Agreement on account of any defect in the Leased Space, including the Shell and Core; if feasible, however, 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. After the City delivers the Shell and Core to Tenant, Tenant must immediately notify the Commissioner of any defects in the Shell and Core.

5.4 Tenant's Improvement Obligations.

A. Retail Space and Storage Space. Tenant must complete, or cause to be completed, the Improvements described in Exhibit 3 in accordance with Construction Documents (defined below) that have been approved by the Commissioner and at Tenant's sole cost and expense, on or before the date set forth opposite each portion of the Leased Space set forth in Exhibit 3. The Improvement Costs must be not less than the amounts set forth in Exhibit 3. Tenant must provide for any supplemental heating, cooling and exhaust facilities that Tenant may require to properly heat, cool, ventilate and exhaust air in the Leased Space. Tenant, however, must furnish written certification from the Tenant's engineer stating that any supplemental heating, cooling and exhaust facilities to be installed on the Leased Space are designed for negative pressure inside the Leased Space so that hot or cold air will not be drawn out of the Common Areas into the Leased Space. If

at any time the Tenant's supplemental heating, cooling and exhaust facilities fail to comply with the requirement for negative pressure, Tenant must, on notice from the City, cause repairs to be made so that Tenant is in compliance with this requirement.

B. Additional Space. Tenant must complete or cause to be completed, at Tenant's sole cost and expense, the Improvements for each Additional Space, if any, identified by the Commissioner by the Date of Beneficial Occupancy applicable to each such Additional Space, at a total investment in Improvement Costs for each permanent Additional Space of \$200 per square foot for In-Line Sites, and \$40,000 per Kiosk.

C. Relocation Spaces. Tenant must complete, or cause to be completed, at Tenant's sole cost and expense, the Improvements for each Relocation Space, on or before the date established by the Commissioner for relocation and at the level of expenditure needed to make Improvements in the Relocation Space comparable to the Improvements in the Leased Space being vacated.

D. Temporary Relocation Space and Additional Space. The Commissioner may require Tenant to operate the Concession, prior to the Date of Beneficial Occupancy applicable to any Relocation Space and Additional Space, from a temporary Relocation Space, at the City's sole cost and expense. If approved by the Commissioner, Tenant may use temporary or used fixtures, trade fixtures and equipment and is not required to install Improvements except to the extent necessary to make the temporary Relocation Space useable.

E. Improvement Costs. Only Improvement Costs of the types set forth in Exhibit 3 are deemed to be validly incurred Improvement Costs for purposes of this Agreement. Tenant must provide the Commissioner with a statement certified by Tenant, setting forth the aggregate amount of the Improvement Costs expended by Tenant for each Leased Space, with such detail as may be reasonably requested by the Commissioner. The certified statement must be submitted at the same time as the "as-built" drawings for the Leased Space. Tenant must make available to the Commissioner, at the Commissioner's request, receipted invoices for labor and materials covering all Improvement Costs. The Commissioner has the right to audit the Improvement Costs. If there is a discrepancy of 5% or more, the cost of the audit must be paid promptly by Tenant upon request. If the Tenant's actual Improvement Costs for any Leased Space are less than a minimum per square foot cost provided in this Agreement for such Leased Space, Tenant must, within 30 days after the date of completion of the Work or the Date of Beneficial Occupancy, whichever is earlier, pay the City the amount by which the sum determined by multiplying the square footage of such Leased Space by the minimum per square foot cost requirement applicable to the Leased Space exceeds the actual Improvement Cost.

F. Amortization of Improvement Costs. Except with the prior written approval of the Commissioner, the Improvement Costs for each Leased Space must, for the purposes of determining the unamortized value of the Improvements, never be more than the minimum amount of Improvement Costs applicable to each such Leased Space. Amortization will be calculated on a

straight-line basis over the initial Term without regard to any possible extensions.

5.5 Work Requirements.

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

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

- (i) all regulations and directives now or later promulgated by the United States Federal Aviation Administration ("FAA") or Transportation Security Administration ("TSA") pertaining to airport security, as such regulations and directives may be amended or modified from time to time during the Term of this Agreement;
- (ii) all federal, State of Illinois, and City laws, rules, regulations and ordinances, including all building, zoning and health codes and all Environmental Laws; and
- (iii) the Tenant Design and Construction Procedures Manual ("TDCPM") and the Airport Concession Program Handbook.

Tenant must complete or cause to be completed all Improvements in accordance with all rules, regulations and standards, including the TDCPM, and the approved Construction Documents (as defined below) for any Improvements. If there is a conflict between work requirements stated in this Agreement and those set forth in the TDCPM, the Commissioner has the sole discretion to determine which prevails. No construction must take place until the Commissioner has approved the Construction Documents.

C. Development Plan. Tenant must submit to the Commissioner for her approval, within one week after the Effective Date, a development plan that describes in detail the Tenant's thematic concept for the Retail Space and its plan and schedule for implementing the Improvements and commencing Concession operations in the Leased Space ("Development Plan"). The Development Plan must include the anticipated Date of Beneficial Occupancy of each Retail Space and the dates by which City must complete the Shell and Core and Tenant must obtain possession of the Retail Space in order to achieve the anticipated DBO. The Commissioner will attempt to meet with Tenant to review the TDCPM and the Tenant's Development Plan within 14 days after receipt of the Development Plan. Tenant must promptly respond to any changes in the Development Plan requested by the Commissioner:

D. 30 Percent Design Phase. Upon approval of the Development Plan by the Commissioner, Tenant must proceed with preparation of 30 percent design drawings and specifications for Improvements to each Leased Space ("30 Percent Designs") prepared pursuant to the guidelines set forth in the TDCPM within the earlier of 14 days following the approval of the Development Plan or 60 days before the date for beginning construction of Improvements as set forth

in the Development Plan. The Commissioner will attempt to respond to the 30 Percent Designs for the Improvements within 5 business days after Tenant's submission of the 30 Percent Designs with an "accepted," "accepted [with comments] as noted," or "revise and resubmit." If any of the 30 Percent Designs requires resubmission, Tenant must resubmit the 30 Percent Designs addressing the Commissioner's comments within 5 days after receiving the Commissioner's response. Tenant must resubmit the 30 Percent Designs as many times as necessary until the Commissioner either accepts them or accepts them as noted; however, if Tenant fails to provide acceptable 30 Percent Designs after 5 attempts, it will be an Event of Default.

E. 60 Percent Design Phase. Within 60 days of an "accepted" or "accepted as noted" response to the 30 Percent Designs from the Commissioner, Tenant must submit to the Commissioner its proposed 60 percent design drawings and specifications prepared as required under the TDCPM ("**60 Percent Designs**"), which must include revisions to and incorporate the Commissioner's comments on the 30 Percent Designs as well as any Shell and Core modifications or other modifications to base building systems required to accommodate Tenant's proposed Improvements. The Commissioner will attempt to review and respond to the 60 Percent Designs within 10 days after the Commissioner's receipt with an "accepted," "accepted [with comments] as noted," or "revise and resubmit." If any of the 60 Percent Designs requires resubmission, Tenant must resubmit the 60 Percent Designs addressing the Commissioner's comments within 5 days after receiving the Commissioner's response. Tenant must resubmit the 60 Percent Designs as many times as necessary until the Commissioner either accepts them or accepts them as noted; however, if Tenant fails to provide acceptable 60 Percent Designs after 5 attempts, it will be an Event of Default.

F. 100 Percent Design Phase. Tenant must prepare and submit to the Commissioner, within 20 days following its receipt of the Commissioner's approval of the 60 Percent Designs, the 100 percent design drawings and specifications and a construction schedule that complies with the Development Plan ("**100 Percent Designs**"). The Commissioner will attempt to review and respond to the 100 Percent Designs within 10 days after the Commissioner's receipt with an "accepted," "accepted [with comments] as noted," or "revise and resubmit." If any of the 100 Percent Designs requires resubmission, Tenant must resubmit the 100 Percent Designs addressing the Commissioner's comments within 5 days after receiving the Commissioner's response. Tenant must resubmit the 100 Percent Designs as many times as necessary until the Commissioner either accepts them or accepts them as noted; however, if Tenant fails to provide acceptable 100 Percent Designs after 5 attempts, it will be an Event of Default. Upon acceptance by the Commissioner, the 100 Percent Designs drawings, specifications, and construction schedule will be deemed the approved "**Construction Documents**". If Tenant desires to use the services of any Subcontractor, Tenant must submit the name and qualifications of the Subcontractor to the Commissioner for review and approval, which approval may be granted or denied in the Commissioner's sole discretion. Commissioner may require Tenant and its Subcontractors to meet with the Department's construction manager and Concessions Management Representative prior to starting construction.

G. Start of Construction. Within 10 days after the date of delivery of possession for each Leased Space, if Tenant has obtained applicable building permits, which Tenant must promptly and diligently endeavor to do, Tenant must begin construction of the Improvements under and consistent with the approved Construction Documents, in a diligent, first-class and workmanlike manner. In all respects, the Improvements must:

- (i) conform with all architectural, fire, safety, zoning and electrical codes and all federal, State, City and other local laws, regulations and ordinances pertaining to them, including the ADA, and all Airport standards, procedures and regulations;
- (ii) be free and clear of any mechanics' or materialmen's liens or similar liens or encumbrances; and
- (iii) except as otherwise provided in this Agreement, be completed entirely at Tenant's cost and expense and in accordance with the requirements of this Agreement.

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

H. Change Order Review. Tenant must cause all Work to be performed in a first class, good and workmanlike manner and in accordance with the Construction Documents. Tenant may request in writing that change orders relating to the Work be responded to by the City, and the City will so respond within 10 days, unless a response within 10 days is unreasonable in the circumstances, in which case the response period will be as reasonably determined by the City but in no event longer than 20 days. At all times during the Work, Tenant must have on file with the Commissioner and on the construction site for inspection by the Commissioner, a copy of the approved Construction Documents. Tenant must immediately begin to reconstruct or replace and diligently pursue to completion, at its sole cost and expense, before or after completion of the Work, any Work that is not performed in accordance with the Construction Documents as approved by the Commissioner.

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

J. Notice of Substantial Completion and Inspection. At least 14 days prior to anticipated substantial completion of the construction of a Leased Space, Tenant must deliver to the Commissioner a "notice of substantial completion". On the date specified in the notice of substantial completion, the Commissioner will perform a final inspection of the Improvements for compliance with the Construction Documents for the Improvements, and will, not later than 10 days

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

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

- (i) Tenant must pay the City liquidated damages at the rate of \$1,000 per day for each day from and after the date the Improvements were required to be substantially completed and the Retail Space to be open to the public for business, until the date on which the Retail Space actually opens to the public for business; and
- (ii) Tenant must cooperate with the Commissioner in providing the interim Concession operations from Kiosks or other temporary locations, as the Commissioner may reasonably require, to serve the patrons of the Terminals until the applicable Improvements have been completed and the Retail Space is open to the public for business; and
- (iii) if, for any reason, Tenant fails to substantially complete the Improvements in accordance with the approved Construction Documents relating to them and open the Retail Space to the public for business within 30 days after the scheduled date, the failure is an Event of Default, and the City has the right to exercise any and all remedies under this Agreement, at law or in equity; and further,
- (iv) if Tenant is permitted to open for business in accordance with the schedule in the Construction Documents but any punchlist items are not completed within 30 days following the date on which Tenant opens to the public for business, the Commissioner will assess liquidated damages against Tenant at the rate of \$200 per day per punchlist item not timely completed; and

- (v) if Tenant is permitted to open for business but any punchlist items are not completed within 60 days following the date on which Tenant opens to the public for business, the City reserves the right, at the Commissioner's sole discretion, to either:
- A. complete the punchlist Work at the City's cost and bill the Tenant for this Work, in which case the charges are considered Additional Rent; or
 - B. close the affected Retail Space until all outstanding punchlist items are completed.

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

M. No Mechanics' Liens. Tenant must not permit any mechanics' lien for labor or materials furnished or alleged to have been furnished to it to attach to any portion of the Lease Space, the Airport, Tenant's leasehold interest, or this Agreement in any way relating to any work performed by or at the direction of Tenant. Upon making payments to Subcontractors, Tenant must obtain from each Subcontractor a waiver or mechanics' liens against any portion of the Leased Space, The Airport, Tenant's leasehold interest, or this Agreement arising out of any work done by the Subcontractor and each and every of the Subcontractor's materialmen and workmen. If, nonetheless, any such mechanics' lien is filed upon any portion of the Lease Space, the Airport, Tenant's leasehold interest, or this Agreement, Tenant must indemnify, protect, defend and save harmless the City against any loss, liability or expense whatsoever by reason of it and must promptly and diligently proceed with or defend, at its own expense, the action or proceedings as may be necessary to remove the lien. Tenant must deliver notice to the Commissioner of any such lien or claim within 15 days after Tenant has knowledge of it. Tenant may permit the mechanics' to remain undischarged and unsatisfied during the period of the contest and appeal, provided that, if requested by the Commissioner, Tenant must within 15 days following the Commissioner's request post a bond with the City equal to 150% of the amount of the lien. If the lien is stayed and the stay later expires or if by nonpayment of any lien any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement will be, or is claimed to be, subject to loss or forfeiture, then Tenant must immediately pay and cause to be satisfied and discharged the lien. If Tenant fails to do so, the Commissioner may, in her sole discretion, draw on the bond and make such payment. If the Commissioner has not requested a bond, then the Commissioner may, in her sole discretion, make such payment out of legally available Airport funds and, in such event, the amount paid shall immediately be payable by Tenant as Additional Rent. Failure to post a bond when requested by the Commissioner or pay such Additional Rent shall be an event of default.

5.6 Damage or Destruction of Improvements.

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

B. Major Damage.

- (i) **"Major Damage"** means any damage or destruction that, based on reasonable estimates made by the Department within 60 days after the occurrence of the damage or destruction, in order to be repaired to the condition existing before the damage or destruction:
- a. would cost, with respect to the Improvements, in excess of 50% of the replacement cost value of all Improvements; and
 - b. would cost, with respect to the Shell and Core, in excess of 50% of the replacement cost of the Shell and Core, or would require, in the sole judgment of the Commissioner, more than nine months to complete.
- (ii) If any part of the Terminals suffers Major Damage, whether or not including any portion of the Leased Space located in them, in whole or in part by fire or other casualty, the Commissioner has the right, for a period of six months starting on the date of the occurrence, to elect not to repair the Major Damage as otherwise required under this section, by giving written notice of the election to Tenant. If the Commissioner notifies Tenant of the Commissioner's election not to repair the Major Damage, this Agreement will terminate as to the affected Leased Space effective as of the date of the Major Damage, all Rent due under this Agreement must be prorated to the date of termination, and Tenant must surrender the affected portion of the Leased Space to the City.
- (iii) If any portion of the Leased Space suffers Major Damage, and if after the occurrence of the damage the Agreement is not terminated, the Commissioner and the Airport architect will estimate the cost of restoration and the length of time that will be required to repair the damage and will notify Tenant of the estimate. If 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 must repair the damage and restore the Improvements. If the repair and restoration cannot be substantially completed before the Term expires, then this Agreement terminates as to the portion of the Leased Space as of the date of the Major Damage.

- (iv) If this Agreement is not terminated in accordance with paragraphs B.(ii) or (iii) and a casualty has damaged or destroyed any portion of the Shell and Core involving the Leased Space, the City will restore the Shell and Core to the condition existing on the Date of Possession, according to the original as-built plans and specifications. Upon completion of the City's Shell and Core restoration work, if any, Tenant must proceed to rebuild the Improvements as nearly as possible to the character of Improvements existing immediately before the occurrence.
- (v) Before beginning to replace, repair, rebuild or restore Improvements, Tenant must deliver to the Commissioner a report of an independent consultant acceptable to the Commissioner setting forth:
 - a. an estimate of the total cost of the Work;
 - b. the estimated date upon which the Work will be substantially completed; and
 - c. a statement to the effect that insurance proceeds are projected to be sufficient to pay the costs of the Work.
- (vi) The Commissioner will use commercially reasonable efforts to provide suitable temporary Relocation Space during the period of restoration subject to the reasonable approval of Tenant. Tenant must relocate the Concession operations to the temporary Relocation Space, and the costs associated with any such relocation, including moving expenses and the cost of reconstructing the Improvements in the temporary Relocation Space, must be borne by Tenant.

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

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

5.7 Mid-Term Refurbishment If the Expiration Date is more than 72 months after the Effective Date, then Tenant must budget and expend such funds as necessary, but no less than 25

percent of the initial Improvement Costs, to undertake a mid-Term refurbishment of the Retail Space during or about the middle of the Term in order to ensure that the Retail Space presents a first-class appearance to the public. The minimum expenditure does not include financing costs, interest, inventory or intracompany charges of the Tenant. The scope and extent of the renovation, remodeling, upgrade and/or redecorating for such mid-Term refurbishment shall be jointly determined by the Commissioner and Tenant. If the Commissioner and Tenant cannot agree, then Commissioner may reasonably determine the scope and the extent of the refurbishment, and Tenant will be bound by her determination. If the mid-Term refurbishment is of a substantial nature, then the provisions of Section 5.5 will apply.

5.8 City Resident Construction Worker Employment Requirement.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 TERM OF AGREEMENT

6.1 Term. This Agreement is in full force and effect upon the Effective Date. The term of this Agreement (“Term”) begins on the Effective Date and expires at 11:59 p.m. on the day that is the fifth anniversary of the Date of Beneficial Occupancy of the last Retail Space to open for Concession operations (excluding any Retail Space that is Additional Space or Replacement Space) unless this Agreement is terminated earlier in accordance with its terms.

6.2 Holding Over.

A. Without consent. If Tenant continues to occupy all or a portion of the Leased Space without the written consent of the Commissioner after expiration or termination of this Agreement in its entirety, or as to any such portion of the Leased Space that is expired or terminated, the holding over constitutes a Lease from month to month on the same terms and conditions as this Agreement, including payment of Rent attributable to all or the portions of the Leased Space, until terminated by the Commissioner upon not less than 30 days prior written notice. If Tenant continues to hold over after receipt of such written notice, Tenant must pay Rent for the entire holdover period for the Leased Space (or that portion of the Leased Space as to which this Agreement has expired or otherwise terminated), following the termination date under the notice, at double the annual rate of

the Rent payable, on a per diem basis, during the that portion of the last calendar year falling within the Term of this Agreement. No occupancy of the Leased Space by Tenant after the expiration or other termination of this Agreement (in its entirety or as to the portion of the Leased Space in question) extends the Term of this Agreement with respect to the portion of the Leased Space, except as a holdover tenancy. Also, 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 Agreement must continue in effect.

B. With consent. Any holding over with the consent of the Commissioner in writing constitutes a Lease from month-to-month on the same terms and conditions as this Agreement, including payment of the Rent attributable to the portion or portions of the Leased Space Tenant continues to occupy after the Term; Tenant must surrender and vacate the Leased Space no later than the 30th day following notice from the Commissioner that the month-to-month holdover is terminated.

6.3 Return of the Leased Space and Removal of Improvements.

A. At the termination or expiration for any reason of this Agreement or Tenant's Lease as to any portion of the Leased Space, Tenant must promptly, peaceably, quietly and in good order quit, deliver up and return the Leased Space (or that portion as to which the Lease has terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted. Except as provided below, Tenant must remove all Tenant personal property from the Leased Space or the portions of the Leased Space before the date of termination or expiration. Further, at the Commissioner's request (which request will be given in writing at least 30 days before the termination or expiration of the Term) but not otherwise, Tenant must remove all Improvements installed by or for Tenant, or Tenant's agents, employees or Subcontractors, except for Improvements that the Commissioner may elect to require Tenant to leave in place. Tenant must also cap off any plumbing or drains and remove, obliterate or paint out any ~~and all of its signs, advertising and displays as the Commissioner or his designated representative may direct,~~ and repair any holes or other damage left or caused by Tenant. Tenant must repair any damage to the Leased Space caused by Tenant's removal of Tenant personal property, trade fixtures and Improvements. All the removal and repair required of Tenant under this section are at Tenant's sole cost and expense.

B. If Tenant fails to perform any of its obligations, then the Commissioner may cause the obligations to be performed and Tenant must pay the cost of the performance, together with interest thereon at the Default Rate from and after the date the costs were incurred until receipt of full payment therefor. Any property of Tenant not removed by Tenant 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 not requested to be removed by the Commissioner will, upon termination of this Agreement, if such is not already the case, become property of the City, except that all of Tenant's trade dress, service marks, trademarks and trade names must be removed, obliterated or painted out in a commercially reasonable manner at Tenant's cost, on or before the expiration or termination of the Term.

6.4 Sale of Personal Property. If the Commissioner notifies Tenant in writing 30 or more days before the Term expires or this Agreement is terminated that the City desires to purchase any or all of Tenant personal property, Tenant must sell to the City, upon expiration of the Term or termination of the Agreement and at fair market value, any and all Tenant personal property (except trademarked items sold or leased to Tenant, and proprietary equipment), located or used in and about the Leased Space or the Airport, and any interest in them held by Tenant. For the purposes of this section, fair market value is equal to the net (of accumulated depreciation) book value of Tenant personal property so acquired.

6.5 Termination Due to Change in Airport Operations. This Agreement, or the Lease of any affected Leased Space, is subject to termination by either party on 60 days' written notice in the event of any action by the FAA, the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Airport, the Terminals or a portion thereof that renders performance by either party in the Leased Space 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 90 days, so long as the action or order is not the result of any Event of Default of Tenant.

6.6 Eminent Domain. If the entirety of the Terminals or a substantial part of them, including the entire Leased Space, is taken, the Term of this Agreement will end upon the earlier of the date when possession is required by the condemning authority or the effective date of the taking. If any eminent domain proceeding is instituted in which it is sought to take any part of the Airport or the Terminals, the taking of which would, in the good faith judgment of the Commissioner or Tenant, render it impractical or undesirable to conduct Concession operations on the remaining portion of the Leased Space for the intended purposes, the Commissioner and Tenant will each have the right to terminate this Agreement upon not less than 90 days' written notice to the other before the date of termination designated in the notice. In the event of termination of this Agreement under either of the preceding sentences, all Rent accrued to the termination date is payable to the date of termination. Except as otherwise provided in this Agreement, no money or other consideration is payable by the City to Tenant for the right of cancellation in connection with eminent domain.

ARTICLE 7 RENT AND FEES**7.1 Rent Payable.**

A. In consideration of Tenant's use of the Leased Space and the License to operate its Concession in the Leased Space and the associated rights and privileges granted in this Agreement, Tenant must pay the following, without notice or demand, beginning with the first month following the first Date of Beneficial Occupancy of a Retail Space, as rent and fees the Base Rent, License Fee and Additional (collectively, "Rent") as follows:

- (i) **Base Rent.** The "Base Rent," which, during the initial Lease Year, is an amount equal to the product of \$40.00 per square foot rate multiplied by the number of square feet of Leased Space, whether permanent or temporary. In each succeeding Lease Year following the initial Lease Year the Base Rent applicable to each Leased Space will increase by 3 % over the previous Lease Year. The Base Rent for each Lease Year is payable in equal monthly installments.
- (ii) **License Fee.** An amount equal to the greater of a. or b.:
 - a. **Percentage Rent.** The "Percentage Fee" is an amount equal to 15 % of Gross Revenues up to and including the first \$1,000,000 in Gross Revenues in the applicable Lease Year plus 16% % of Gross Revenues from \$1,000,000 to \$2,000,000, and 17% of Gross Revenues in excess of \$2,000,000 in the applicable Lease Year.
 - b. **Minimum Annual Guarantee.** The "Minimum Annual Guarantee" or "MAG" for the first and second Lease Years is \$150,000, prorated for the first Lease Year if less than 12 months. Beginning with the third Lease Year, and for each Lease Year thereafter, the Minimum Annual Guarantee will equal the greater of the total Percentage Fee payable for the preceding Lease Year, and the Minimum Annual Guarantee for the second Lease Year. The Minimum Annual Guarantee applicable to the last Lease Year will be prorated if less than 12 months.
- (iii) **Additional Rent.** ~~The Marketing Fee and Distribution Fee, if any, and any other charges payable to the City under this Agreement that are identified as Additional Rent.~~

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

B. **Impositions.** Tenant must timely pay, as and when due, any and all taxes, assessments, fees, and charges levied, assessed or imposed by a governmental unit upon this Agreement, the Leased Space, Tenant's leasehold, Tenant's Concession business or upon Tenant's personal property, including but not limited to all permit fees and charges of a similar nature for Tenant's conduct of any business or undertaking in the Leased Space (collectively, "Impositions"). Tenant must provide the Concession Management Representative with copies of any business licenses or permits required for the Tenant to operate the Concession. Tenant must provide

Commissioner a copy of all notices relating to leasehold taxes on the Leased Space within 30 days after receipt and must provide the Commissioner with a receipt indicating payment of leasehold taxes on the Leased Space when due. Nothing in this Agreement precludes Tenant from contesting the amount of an Imposition, including those taxes or charges enacted or promulgated by City; but Tenant must not contest the applicability of an Imposition in connection with the Leased Space. 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.

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

7.2 Time of Payments.

A. On or before the first day of each calendar month, prorated for any partial calendar month, beginning the first month following the first Date of Beneficial Occupancy and continuing throughout the Term, Tenant must pay to the City:

- (i) 1/12 of the Minimum Annual Guarantee, and
- (ii) 1/12 of the annual Base Rent.

B. On or before the 15th day of each month, Tenant must pay the City:

- (i) ~~the amount, if any, by which the actual Percentage Fee for the preceding month exceeds 1/12 of the Minimum Annual Guarantee, and~~
- (ii) the Marketing Fee and Distribution Fee, if any.

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

Agreement for the amount by which the License Fee actually paid by Tenant exceeded the Percentage Fee attributable to the period.

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

- (i) Tenant underpaid Rent due in any calendar year by more than 5%, or
- (ii) Tenant failed to make any Rent payments within 5 days of the date due, then

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

7.4 Reports.

A. Monthly. Tenant must furnish to the Commissioner on or before the 15th day of each calendar month falling wholly or in part within the Term of this Agreement a complete statement, certified by Tenant, of the amount of Gross Revenues derived from each Retail Space by Tenant during the preceding month.

B. Weekly. Tenant will furnish to the Commissioner weekly sales reports, if requested, breaking down all sales and Gross Revenues by each separate Retail Space. If so requested, Tenant will provide Commissioner with statistical information regarding the number and type of transactions occurring at each Leased Space, in the form specified by the Commissioner.

C. Annually or more often.

(i) Tenant must furnish to the Commissioner on or before the 60th day following the end of each Lease Year, or from time to time as required by the Commissioner, an operations statement for the Concession.

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

(iii) The annual statement must include a breakdown of Gross Revenues on a month by

month basis and an opinion of an independent certified public accountant that must include the following language, or language of similar purport:

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by [_____] for the year ended _____ relating to its operations at the Terminals pursuant to an Agreement dated _____, _____. Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \$_____ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended _____."

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

7.5 Books, Records and Audits.

A. ~~Except as provided below, Tenant must prepare and maintain at its office in Chicago~~ full, complete and proper books, records and accounts in accordance with generally accepted accounting procedures relating to and setting forth the Gross Revenues, both for cash and on credit, and must require and cause its operations personnel to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant. The books and source documents to be kept by Tenant must include true copies of all federal, state and local tax returns and reports, records of inventories and receipts of merchandise, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Leased Space by Tenant and any other persons conducting business in or from the Leased Space. Pertinent original sales records must include:

- (i) cash register tapes, including tapes from temporary registers,

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

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

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

D. After providing Tenant at least 3 days prior oral or written notice, the Commissioner may inspect the books and records of Tenant. Further, at its option, the Commissioner may at any reasonable time, upon no less than 10 days prior written notice to Tenant cause a complete audit to be made of Tenant's entire records relating to the Retail Space for the period covered by any statement issued by Tenant as above set forth. If the audit discloses that Tenant's statement of Gross Revenues is understated to the extent of:

- (i) 3% or more, Tenant must promptly pay the City the cost of the audit in addition to the deficiency (and any interest on the deficiency at the Default Rate), which deficiency is payable in any event; and if
- (ii) 5% or more, an Event of Default is considered to have occurred, and in addition to

all other remedies available under this Agreement, at law, or in equity, the Commissioner has the right to terminate this Agreement immediately upon giving notice to Tenant, without any opportunity for Tenant to cure.

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

7.6 Revenue Control. Upon the request of the Commissioner Tenant must make available monthly sales data for each Retail Space ("**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. At such time, if any, as computerized Point of Sale Data systems ("**POS Systems**") have been developed to a point where the Commissioner or its designated representative deems it necessary or desirable to install such a system, then Tenant must upon request and at its own expense, install such a POS system in the Retail Space 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. Any such system later installed by Tenant must be compatible with any POS System installed or reasonably contemplated to be installed by the Commissioner in the Terminals or elsewhere in the Airport generally, and Tenant must permit the Commissioner to connect the Commissioner's POS System to Tenant's POS System using fiber optic cable or otherwise.

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

ARTICLE 8 INSURANCE, INDEMNITY AND SECURITY

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

8.2 Indemnification.

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

and against any and all Losses.

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

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

D. To the extent permissible by law, Tenant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any 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 to the extent doing so would violate the Anti-Indemnity Act. The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

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

8.3 Security

A. Form of Security.

- (i) Tenant must provide the City no later than the Effective Date an irrevocable, unconditional sight draft Letter of Credit in favor of the City. The face amount of the Letter of Credit and any replacements or renewals of it must be maintained by Tenant, through and including the date that is 180 days after the expiration of the Term or termination of this Agreement, as follows: the face amount of the Letter of Credit must at all times equal \$75,000 the first and second Lease Year and in each Lease Year thereafter be 50% of an amount equal to the Rent Tenant is required to have paid the City for the immediately preceding Lease Year, excluding any

Additional Rent. The Letter of Credit must be in the form set forth in Exhibit 7 or as otherwise approved by the Corporation Counsel.

- (ii) In lieu of the Letter of Credit, Tenant may provide cash or a cashier's check in the same amount for immediate deposit in the City's accounts. The Letter of Credit, cash or cashier's check, as applicable, is referred to in this Agreement as the "Security." The original Letter of Credit, and all replacements of it, must be issued with an expiry date of at least one year after their respective dates of issuance. The Security secures the faithful performance by Tenant of all of Tenant's obligations under this Agreement. The Commissioner is entitled to draw on any such Letter of Credit unless proof of renewal of the Letter of Credit or a replacement Letter of Credit in form and substance satisfactory to the Corporation Counsel has been furnished to the Corporation Counsel at least 30 days before its expiration date. The City will hold the proceeds as a cash Security to secure the full and faithful performance of Tenant's obligations under this Agreement. The Commissioner is not obligated to pay or credit Tenant with interest on any Security.
- (iii) The Commissioner also is entitled to draw on the Letter of Credit in whole or in part upon the occurrence of an Event of Default, in which event the Commissioner is entitled to apply or retain all or any part of the proceeds of it or any cash or other Security deposited by Tenant and held by the City for the payment of any obligation of Tenant arising before or after the Event of Default.
- (iv) The Letter of Credit must provide that the Commissioner may draw upon the Letter of Credit in whole or in part upon the delivery by the Commissioner to the issuer of the Letter of Credit of a demand for payment, purportedly signed by the Commissioner, together with a written statement that the Commissioner is entitled to draw upon the Letter of Credit under the terms of this Agreement. If amounts are drawn upon the Letter of Credit or amounts of a cash Security are applied by the Commissioner in accordance with the terms of this Agreement, Tenant must reinstate the Letter of Credit or cash Security to its full amount required in this Agreement within 5 days following notification by the Commissioner of the City's draw upon the Letter of Credit or use of the cash Security. The rights reserved to the Commissioner or the City under the Letter of Credit or any cash Security are in addition to any rights they may have under this Agreement or under law.

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

Letter of Credit is in place and effective.

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

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

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

ARTICLE 9 DEFAULT, REMEDIES AND TERMINATION

9.1 Events of Default. The following A. through N. constitute Events of Default by Tenant under this Agreement. The Commissioner will notify Tenant in writing of any event that the Commissioner believes to be an Event of Default. Tenant will be given an opportunity to cure the Event of Default within a reasonable period of time, as determined by the Commissioner, but not to exceed 30 days after written notice of the Event of Default; provided, that (i) if a provision of this Agreement provides for a different cure period for a particular Event of Default, that different cure period will apply; (ii) if a provision of this Agreement does not allow a right to cure a particular Event of Default, there will be no right to cure; and (iii) if neither (i) or (ii) apply and if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Tenant promptly begins and diligently and continuously proceeds to cure the failure within the time period granted and after that continues to diligently and continuously proceed to cure the failure, and the failure is reasonably susceptible of cure within 45 days from delivery of the notice, Tenant will have the additional time, not in any event to exceed 45 days, to cure the failure.

A. Any material misrepresentation made by Tenant to the City in the inducement to City to enter this Agreement or in the performance of this Agreement. There is no right to cure this Event of Default.

B. Tenant's failure to make any payment in full when due under this Agreement and

failure to cure the default within five days after the City gives written notice of the non-payment to Tenant. In addition, Tenant's failure to make any such payment within five days after the written notice more than three times in any Lease Year constitutes an Event of Default without the necessity of the City giving notice of the fourth failure to Tenant or any opportunity to cure it.

C. Tenant's failure to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Tenant contained in this Agreement.

D. Tenant's failure to promptly and fully perform any obligation or duty, or to comply with any restriction of Tenant contained in this Agreement concerning Transfer or Change in Ownership, whether directly or indirectly, of Tenant's rights or interests in this Agreement or of the ownership of Tenant.

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

F. Tenant's failure to conduct Concession operations in any Retail Space at all times Tenant is required to do so under this Agreement.

G. Tenant's failure to comply with the Value Pricing policy.

H. Tenant's failure to begin or to complete its Improvements on a timely basis or to timely open for business in the Leased Space or any portion of it.

I. An Event of Default by Tenant or any Affiliate under any other agreement it may presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period:

J. Tenant or Guarantor, if any, does any of the following and the action affects Tenant's ability to carry out the terms of this Agreement:

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

- (v) files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or
- (vi) consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.

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

L. Tenant is dissolved.

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

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

9.2 Remedies.

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

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

B. Recover all Rent, including Additional Rent and any other amounts due that have

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

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

D. Enter upon the Leased Space, distraint upon and remove from it all inventory, equipment, machinery, trade fixtures and personal property of any kind or nature, whether owned by Tenant or by others, and to proceed without judicial decree, writ of execution or assistance or involvement of constables or the City's and Tenant's officers, to conduct a private sale, by auction or sealed bid without restriction. Tenant waives the benefit of all laws, whether now in force or later

enacted, exempting any of Tenant's property on the Leased Space or elsewhere from distraint, levy or sale in any legal proceedings taken by the City to enforce any rights under this Agreement.

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

F. Seek and obtain money damages; including special, exemplary, incidental and consequential damages.

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

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

I. Accept the assignment of any and all Subcontracts between Tenant and the design and construction Subcontractors.

J. require Tenant to terminate a Subcontractor that is causing breaches of this Agreement.

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

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

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

- (i) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim;
- (ii) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien that may be asserted; and
- (iii) in connection with the completion of construction, furnishing or equipping of the Leased Space or the licensing, operation or management of the Leased Space or the

payment of any of its operating costs, may do so in such amounts and to such persons as the Commissioner may deem appropriate.

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

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

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

9.4 Effect of Default and Remedies

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

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

exercise of rights.

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

ARTICLE 10 SPECIAL CONDITIONS

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

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

B. Tenant is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois; 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 Agreement on behalf of Tenant has been duly authorized to do so by Tenant; all approvals or consents necessary in order for Tenant to execute and deliver this

Agreement have been obtained; and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated, nor the fulfillment of or compliance with the terms and conditions of this Agreement:

- (i) conflict with or result in a breach, default or violations of: Tenant's organizational documents; any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any Lease or permit; or any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Tenant is now a party or by which it is bound; or
- (ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Tenant under the terms of any instrument or agreement.

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

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

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

~~G. Tenant has not and will not knowingly used the services of any person or entity for any purpose in its performance under this Agreement, when such person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation, or when person or entity has an interest that would conflict the performance of services under this Agreement.~~

H. There was no broker instrumental in consummating this Agreement and no conversations or prior negotiations were had with any broker concerning the rights granted in this Agreement with respect to the Leased Space. Tenant 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. Neither Tenant nor any Affiliate of Tenant, nor any subtenant or affiliate of subtenant,

is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U. S. Department of Commerce or their successors, or on any other list of persons with which the City may not do business under applicable law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, and Entity List, and the Debarred List.

J. Tenant, and to the best of Tenant's knowledge, its Affiliates, Subcontractors, any of their respective owners holding 7.5% or more beneficial ownership interest, and any of Tenant's directors, officers, members, or partners:

- (i) have no interest, directly or indirectly, that conflicts in any manner or degree with Tenant's performance under this Agreement;
- (ii) have no outstanding parking violation complaints or debts, as the terms are defined in Section 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;
- (iii) are not in default under any other City contract or agreement as of the Effective Date, nor have been deemed by the City to have been in default of any other City contract or agreement within five years immediately preceding the Effective Date;
- (iv) are not in violation of the provisions of § 2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency;
- (v) are not delinquent in the payment of any taxes due to the City; and
- ~~(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 Agreement.~~
- (vii) will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft at the Airport under current or future conditions or that might otherwise constitute a hazard to the operations of the Airport or to the public generally.

K. Except only for those representations, statements, or promises expressly contained in this Agreement, including any Exhibits attached to this Agreement and incorporated by reference in this Agreement, no representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Tenant to

enter into this Agreement or has been relied upon by Tenant, including any with reference to:

- (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (ii) the nature of the 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 Agreement;
- (iv) the general conditions that may in any way affect this Agreement or its performance; the compensation provisions of this Agreement; or
- (v) 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 Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it.

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

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

B. Tenant has provided the Commissioner with an Economic Disclosure Statement and Affidavit ("EDS") for itself and EDSs for all entities with an ownership interest of 7.5 percent or more in Tenant, copies of which are attached to this Agreement as Exhibit 10. Upon request by the Commissioner, Tenant must further cause its Subcontractors, subtenants, sublicensees and proposed Transferees (and their respective 7.5 percent owners) to submit an EDS to the Commissioner. ~~Tenant must provide the Commissioner, upon request, a "no change" affidavit if the information in the EDS(s) attached as Exhibit 10 remains accurate, or revised and accurate EDS(s) if the information contained in the attached EDS(s) has changed. In addition, Tenant must provide the City revised and accurate EDS(s) within 30 days of any event or change in circumstance that renders the EDS(s) inaccurate. Failure to maintain accurate EDS(s) on file with the City is an Event of Default.~~

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

the privileges granted under this Agreement. Tenant must promptly provide copies of any required licenses and permits to the Commissioner and to the Concession Management Representative.

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

10.5 Subcontracts and Assignments.

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

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

- (i) Tenant may not sell, assign, sublease, sublicense, convey, pledge, encumber or otherwise transfer (individually and collectively, "Transfer") all or any part of its rights or interests in or to this Agreement, the License, the Leased Space, the Term, or otherwise permit any third party to use the Leased Space, without prior consent of the City, which consent may be given or denied in the City's sole and absolute discretion. Consent by the City does not relieve Tenant from obtaining further consent from the City for any subsequent Transfer. Transfers involving all of Tenant's interest in this Agreement require approval of the City Council. Transfers of less than all of Tenant's interest in this Agreement require approval of the Commissioner. Consent by the City to any Transfer does not relieve Tenant (or if Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Transfer.
- (ii) Except as otherwise provided below, any transaction involving a change of any ownership interest in Tenant (or if Tenant is a joint venture or other entity comprised of other entities, then of any of the entities comprising Tenant), whether to an

Affiliate, subsidiary or otherwise, or the transfer of an interest in any holder of a direct or indirect ownership interest in Tenant, or any merger or consolidation of Tenant (individually and collectively, "Change in Ownership"), is subject to the consent of:

- a. City Council if the Change in Ownership involves a 100% Change in Ownership of Tenant (or if Tenant is a joint venture or other entity comprised of other entities, 100% ownership of any of the entities comprising Tenant), or
- b. the Commissioner if the Change in Ownership involves less than a 100% Change in Ownership of Tenant (or if Tenant is a joint venture or other entity comprised of other entities, of less than 100% of any of the entities comprising Tenant), in the sole discretion of the City Council or the Commissioner, as applicable.

Consent by the City to any such Change in Ownership does not relieve Tenant from obtaining further consent from the City for any subsequent Change in Ownership of any nature.

- (iii) If Tenant (or, if Tenant is a joint venture or other entity comprised of other entities, any of the entities comprising Tenant) is a corporation whose shares are traded at arms-length on a public exchange, any Change in Ownership involving 5% or more of the shares of Tenant's (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) stock is subject to the City's consent as set forth above. In that event, Tenant must provide the City with such prior notice of a Change in Ownership as is not prohibited by law or by a confidentiality agreement executed in connection with the proposed Change in Ownership. If such prior notice is not permitted, then Tenant must notify the City as soon as possible after the Change in Ownership to obtain the City's consent to the Change in Ownership, which consent the City may grant or deny in its sole discretion. If Tenant is a publicly traded corporation, a Change in Ownership of less than 5% does not require consent as set forth in (ii) above unless a series of such transactions results in a cumulative Change in Ownership of 5% or more.
- (iv) Consent by the City to any Change in Ownership does not relieve Tenant (or if Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Change in Ownership.
- (v) Any Transfer or Change in Ownership made without the City's prior consent is an Event of Default subject to all remedies, including termination of this Agreement at the City's option, and does not relieve Tenant of any of its obligations under this

Agreement for the balance of the Term. This section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Tenant or to take any other action as provided in this Agreement be deemed or construed to constitute consent to the Tenant's request by the Commissioner or by the City Council. If the City is found to have breached its obligations under this Section, then Tenant's sole remedy is to terminate this Agreement without liability to either the City or Tenant.

- (vi) Notwithstanding any permitted Transfer by Tenant of any rights under this Agreement, Tenant remains fully liable for all payments due to the City under this Agreement and for the performance of all other obligations under this Agreement. In the event of a permitted Transfer of the License or all or any portion of the Leased Space or Transfer of all or any portion of the Term, where the fees payable to Tenant exceed the Rent or pro rata portion of the Rent under this Agreement, as the case may be, for the License, Leased Space or Term, Tenant must pay the City monthly, as Additional Rent, at the same time as the monthly installments of other Rent under this Agreement that are payable in monthly installments, the excess of the fees payable to Tenant pursuant to the Transfer over the Rent payable to the City under this Agreement.
- (vii) Any or all of the requests by Tenant for consents under this Section must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer or Change in Ownership if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer or Change in Ownership if the City Council's consent is required, unless the City determines that more time is required. All requests for consent must include copies of the proposed documents of Transfer or Change in Ownership, evidence of the financial condition, reputation and business experience of the proposed transferee, completed Economic Disclosure Statements and Affidavits for all involved parties in the form then required by the City, and such other documents as the City may reasonably require to evaluate the proposed Transfer or Change in Ownership. All documents of Transfer or Change in Ownership must completely disclose any and all monetary considerations payable to Tenant in connection with the Transfer or Change in Ownership. Consent to a Transfer or Change in Ownership proposed under this Agreement is in the sole and absolute discretion of the City and, as a condition of the consent, the City may require a written acknowledgment from Tenant that, notwithstanding the proposed Transfer or Change in Ownership, Tenant remains fully and completely liable for all obligations of Tenant under this Agreement.
- (viii) If any Transfer or Change in Ownership under this Agreement occurs, whether or not

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

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

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

D. Assignment of Subleases, Sublicenses and Subcontracts.

- (i) Tenant shall assign to the City all of Tenant's right, title and interest in and to each and every permitted sublease and sublicense and each and every Subcontract with a design and construction Subcontractor, now or later executed by Tenant in connection with the License or the Leased Space or any part of it. In connection with the assignment, Tenant must deliver all originally executed subleases, sublicenses and Subcontracts to the Commissioner. Any such assignment will become operative and effective only when and if the City accepts the assignment by giving written notice to Tenant and:
 - a. either this Agreement and the Term of this Agreement or Tenant's right to possession under this Agreement are terminated pursuant to Article 9; or
 - ~~b. in the event of the issuance and execution of a dispossess warrant or of any other re-entry or repossession by the City under the provisions of this Agreement; or~~
 - c. if an Event of Default exists.
- (ii) At the time, if any, that the assignment becomes effective as provided above, the subtenants or Subcontractors will be deemed to have waived all claims, suits, and causes of action against the City arising out of or relating to the period before the effective date of the assignment. Further, in no instance will the City be responsible for any claims by a subtenant or Subcontractor arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Tenant,

its officials, employees, or agents.

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

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

B. It is the duty of Tenant and all officers, directors, agents, partners, and employees of Tenant to cooperate with the Inspector General of the City in any investigation or hearing undertaken under Chapter 2-56 of the Municipal Code. Tenant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. Tenant must inform all Subcontractors of this provision and require under each Subcontract compliance herewith by each Subcontractor as to each such Subcontractor and all of its officers, directors, agents, partners and employees.

C. Tenant must not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental

Laws, except in full compliance with all Environmental Laws. Tenant must not use or allow the Leased Space to be used for the storage of any such hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the Concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Agreement, Tenant must surrender the Leased Space to the City free from the presence and contamination of any hazardous substances.

D. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Municipal Code (collectively, the "Waste Sections"):

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

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

11-4-1410 Disposal in waters prohibited;

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

11-4-1450 Gas manufacturing residue;

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

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

11-4-1550 Operational requirements;

11-4-1560 Screening requirements; and

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

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

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

prohibited by federal or state law.

F. Prohibition on Certain Contributions (Mayoral Executive Order No. 05-1):

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

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

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

~~4. Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.~~

5. Tenant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

6. If Tenant violates this provision or Mayoral Executive Order No. 05-1 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:

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

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

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

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

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

"Political fund-raising committee" means a "political fund-raising committee" as defined in

Chapter 2-156 of the Municipal code of Chicago, as amended.

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

H. Pursuant to section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of §2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (i) 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; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

I. Visual Rights Act.

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

or other structure in such a way that removing, storing, relocating, reinstalling or transferring the Artwork will cause the destruction, distortion, mutilation or other modification of the Artwork.

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

10.7 Airport Security.

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

B. Further, Tenant must comply with, and require compliance by its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval of the TSA, the FAA and the Commissioner, ~~Tenant must adopt procedures to control and limit access to the Airport and the Leased Space by Tenant and its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Tenant must have in place and in operation a security program for the Leased Space that complies with all applicable laws and regulations.~~

C. Gates and doors located on the Leased Space, if any, that permit entry into restricted areas at the Airport must be kept locked by Tenant at all times when not in use or under Tenant's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner or the Commissioner's designee without delay and must be kept under constant surveillance by Tenant until the malfunction is remedied.

D. In connection with the implementation of its security program, Tenant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Tenant acknowledges that all such knowledge and information is of a highly confidential nature. Tenant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the Commissioner in advance in writing. Tenant further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Tenant's covenants and agreements as set forth in this section.

10.8 Non-Discrimination.

A. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that: (i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Space; (ii) in the construction of any Improvements on, over, or under the Leased Space and the furnishing of services in them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (iii) Tenant will use the Leased Space in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as those regulations may be amended; and (iv) Tenant shall operate the Concession on a fair, equal, and not illegally discriminatory basis to all users of it, and shall charge fair, reasonable, and nondiscriminatory prices for Merchandise (but Tenant is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.) In addition, Tenant assures that it will comply with all other pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance.

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

forth the provisions of this non-discrimination clause.

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

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

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

F. Tenant must insert these non-discrimination provisions in any agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Space. Tenant must incorporate all of the above provisions in all agreements entered into with any subtenants, suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement, and Tenant must require them to comply with the law and enforce the requirements. In all solicitations either by competitive bidding or negotiations by Tenant for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier must be notified by Tenant of the Tenant's obligations under this Agreement relative to nondiscrimination.

G. Noncompliance with this Section will constitute a material breach of this Agreement; therefore, in the event of such breach, Tenant authorizes the City to take such action as federal, state or local laws permit to enforce compliance, including judicial enforcement. In the event of Tenant's noncompliance with the nondiscrimination provisions of this Agreement, the City may impose such sanctions as it or the Federal or state government may determine to be reasonably appropriate, including cancellation, termination or suspension of the Agreement, in whole or in part.

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

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

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

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

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

10.13 Avigation Easement. There is reserved to the City, its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Leased Space. This public right of flight includes the right to cause in the airspace any noise

inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport. Tenant by accepting this Lease agrees for itself, its successors, and assigns that it will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard. If these covenant is breached, the City reserves the right to enter upon the Leased Space and cause the abatement of the interference at the expense of Tenant.

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

ARTICLE 11 GENERAL CONDITIONS

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

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

~~11.3 Amendments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement may be amended only by a written agreement signed by the City and Tenant. No review or approval by the Commissioner, including approval of Construction Documents, constitutes a modification of this Agreement (except to the extent that the review or approval expressly provides that it constitutes such a modification or it is apparent on its face that the review or approval, if made in writing, modifies terms or provisions of this Agreement that are within the express powers of the Commissioner under this Agreement to modify), nor excuse Tenant from compliance with the requirements of this Agreement or of any applicable laws, ordinances or regulations. Amendments must be signed by the Mayor, provided that the Commissioner alone may sign amendments to the Exhibits. Notwithstanding the foregoing, any amendment that would modify the Agreement such that the Agreement would no longer substantially comply with the Term Sheet requires approval by the City Council.~~

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

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

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

11.7 Notices. Any notices or other communications pertaining to this Agreement must be in writing and are deemed to have been given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and ~~addressed to the other party. Notices are deemed given on the date of receipt if by personal service,~~ or one day after deposit with a nationally recognized commercial overnight courier, 3 days after deposit in the U.S. mails, or otherwise upon refusal of receipt. Unless otherwise directed by Tenant in writing, all notices or communications from City to Tenant will be addressed to the person identified as the Tenant's contact person in the Tenant's Economic Disclosure Statement and Affidavit, as attached as Exhibit 10. All notices or communications from Tenant to the City must be addressed to:

Commissioner, 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 Commercial Development 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
Chicago, Illinois 60602

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

Corporation Counsel
City of Chicago
Department of Law
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602

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.

~~11.8 Successors and Assigns; No Third Party Beneficiaries. This Agreement 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 Agreement. Nothing in this Agreement, express or implied, is intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the parties and their successors and assigns, any right, remedy, obligation, or liability under, or by reason of, this Agreement unless otherwise expressly agreed to by the parties in writing. No benefits, payments or considerations received by Tenant for the performance of services associated and pertinent to this Agreement must accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or to any other person or persons identified as agents of, or who are by definition an employee of, the City. Neither this Agreement nor any rights or privileges under this Agreement are an asset of Tenant or any third party claiming

by or through Tenant or otherwise, in any bankruptcy, insolvency or reorganization proceeding.

11.9 Subordination.

A. This Agreement is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Agreement, then Tenant consents to the changes to this Agreement.

B. This Agreement and all rights granted to Tenant under this Agreement are expressly subordinated and subject to any existing agreement or any Use Agreement with any airline utilizing the Airport, including the Terminals, and any existing agreement with any airline consortium pertaining to the operation of the Airport, including the Terminals.

C. To the extent of a conflict or inconsistency between this Agreement and any agreement described in paragraphs A. and B. above, those provisions in this Agreement so conflicting must be performed as required by those agreements referred to in paragraphs A. and B.

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

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

~~11.12 Waiver Remedies. No delay or forbearance on the part of any party in exercising any right, power or privilege must operate as a waiver of it, nor does any waiver of any right, power or privilege operate as a waiver of any other right, power or privilege, nor does any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or of any other right, power or privilege. No waiver is effective unless made in writing and executed by the party to be bound by it. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies that the parties otherwise may have at law, in equity or both, except that the City will not be liable to Tenant for any consequential damages whatsoever related to this Agreement.~~

11.13 Authority of Commissioner. Unless otherwise expressly stated in this Agreement, any consents and approvals to be given by the City under this Agreement may be made and given

by the Commissioner or by such other person as may be duly authorized by the City Council, unless the context clearly indicates otherwise.

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

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

B. the dates to which 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 Agreement, or, if in default, the nature of it in detail;

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

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

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

11.16 Limitation of City's Liability. Tenant, its subtenants and Subcontractors must make no claims against the City for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement. All Tenant, subtenant, and Subcontractor personal property upon the Leased Space or upon any other part of the Airport, is at the risk of Tenant, subtenant, or Subcontractor respectively only, and the City is not liable for any loss or damage to it or theft of it or from it. The City is not liable or responsible to Tenant, its subtenants or Subcontractors, and Tenant waives, and will cause its subtenants and Subcontractors likewise to waive, to the fullest extent permitted by law, all claims against the City for any loss or damage or inconvenience to any property or person or any

lost profits any or all of which may have been occasioned by or arisen out of any event or circumstance, including theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or water leakage, steam, excessive heat or cold, falling plaster, or broken glass; or any act or neglect of the City or any occupants of the Airport, including the Terminals or the Leased Space, or repair or alteration of any part of the Airport, or failure to make any such repairs or any other thing or circumstance, whether of a like nature or a wholly different nature. If the City fails to perform any covenant or condition of this Agreement that the City is required to perform and, notwithstanding the foregoing, Tenant recovers a money judgment against the City, the judgment must be satisfied only out of credit against the Rent and other monies payable by Tenant to the City under this Agreement, and the City is not liable for any deficiency except to the extent provided in this Agreement and to the extent that there are legally available Airport funds.

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

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

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

11.20 Force Majeure. Neither party is liable for non-performance of obligations under this Agreement due to delays or interruptions beyond their reasonable control, including delays or ~~interruptions caused by strikes, lockouts, labor troubles, war, fire or other casualty, acts of God~~ ("*force majeure* event"). As a condition to obtaining an extension of the period to perform its obligations under this Agreement, the party seeking such extension due to a *force majeure* event must notify the other party within 20 days after the occurrence of the *force majeure* event. The notice must specify the nature of the delay or interruption and the period of time contemplated or necessary for performance. The foregoing notwithstanding, however, in no event will Tenant be entitled to an extension of more than 60 days due to a *force majeure* event.

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SIGNATURE PAGE

SIGNED:

CITY OF CHICAGO

By: Richard M. Daley
Mayor

RECOMMENDED BY: Kristin L. Jennings
Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

Dave Bag
Assistant Corporation Counsel

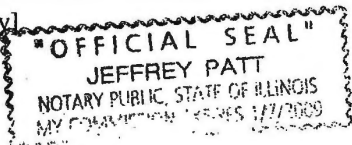
Nuts on Clark Union Station, Inc. (TENANT)

By: Estelle K. Kennan

Its: PRESIDENT
[Title]

Date: July 13, 2007

[Notary]



Jeffrey Patt

Signature Page

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 referred to in this Retail Concession Lease and License Agreement with Nuts on Clark Union Station, Inc. read as follows:

(Sub)Exhibit 1.
 (To Retail Concession Lease And License Agreement With
 Nuts On Clark Union Station, Inc.)

Term Sheet.

TERM SHEET FOR CONCESSION LEASE AGREEMENT
between
THE CITY OF CHICAGO ("CITY")
and
"Nuts on Clark" Union Station, Inc.
at
O'HARE INTERNATIONAL AIRPORT

1. **Tenant.** "Nuts on Clark" Union Station, Inc. an Illinois corporation.

2. **Lease Term.**

Initial Term: Begins on the Date that the Agreement is fully executed by both parties and expires on the fifth anniversary after the Date of Beneficial Occupancy of the lease Space.

Option Periods: None.

Holdover: Month to month.

3. **Leased Space.** A total of approximately 200 square feet (plus or minus 10 percent) of Leased space, as follows:

100 square feet in Terminal 1 – Space T1C.U.30.K

100 square feet in Terminal 2 – Space T2EF.U.20.B

~~The Commissioner may delete portions of the Leased space upon relocation or upon certain events of default.~~

4. **Additional Space.** The Commissioner may from time to time make additional space available to Tenant not to exceed 2,000 square feet in the aggregate. Tenant may accept or reject.

5. **Permitted Use.** Tenant will be permitted to use the Leased space for the sale of popcorn, nuts, snacks and the sale of non-alcoholic beverages.

6. **Lease Fees.**

Tenant will pay the following fees:

- a. Base Rent: \$40 per square foot of Leased space for the first Lease year; the amount to escalate at three percent per year for each succeeding year. If storage space is assigned to Tenant, the rent will be assessed on the storage space.
- b. In addition, (i) OR (ii) below, whichever is greater:
 - (i) Percentage Rent: the sum of (a) through (c) as follows:
 - (a) 15 percent of gross revenues to \$1,000,000;
 - (b) 16 percent of gross revenues from \$1,000,000 to \$2,000,000;
 - (c) 17 percent of gross revenues over \$2,000,000.
 - (ii) Minimum Annual Guarantee Fee: \$150,000 annually in years one and two. Commencing with the third Lease year and each Lease year after that, the fee is equal to the greater of (a) the percentage fee in the preceding Lease year, and (b) \$150,000.
- c. Marketing Fund:
Tenant will pay a fee of 0.5 percent of gross revenues as contribution to the marketing fund.
- d. Central Distribution; Deliveries

In the event that the City establishes a central distribution facility for concessions at the Airport, the Commissioner may require the Tenant to use such facility for all of Tenant's deliveries to the Airport and to pay a proportionate share of the costs of operating and maintaining such facility and the costs of transporting such deliveries from the facility to Tenant's leased space.

7. Security. For the first Lease year, the security is equal to \$75,000. For each succeeding Lease year, the security must be equal to 50% of the total amount of the Lease fees paid to the City for the immediately preceding Lease year, excluding any fees paid for the marketing fund, and the central distribution facility. The security may be in the form of cash or letter of credit in a form acceptable to the City.

8. Gross Revenues. The total amount in dollars at the actual sales price of all receipts derived from business conducted from the Leased premises including all mail or telephone sales, all deposits not refunded to purchasers, all orders taken in the Leased space, receipts from promotions, advertising and income derived from retail display advertising, and any other use of the of the Leased space. Gross Revenues do not, however, include: any sums collected for and paid out by Tenant for any taxes; the amount of cash or credit refunds, if the original sale was made from the Leased space and included in Gross Revenues; bona fide transfers of merchandise to or from the Leased space to any other stores or warehouse of the Tenant; sale of

fixtures and store equipment not in the ordinary course of Tenant's business; returns to shippers, suppliers or manufacturers; bulk sales of merchandise not sold to the public and not in the ordinary course of business; and insurance proceeds from the settlement of claims for loss or damages of improvements, merchandise, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance.

9. **Sublicensing, Assignment or Transfer of Interest.** Tenant must obtain Commissioner approval to sell, assign, convey, pledge, encumber or otherwise transfer all or any part of its rights or interests in or to the Agreement, the Leased space, the term, or otherwise to permit any third party to use the Leased space. Any transaction involving a transfer of all of the ownership interest in License is subject to the approval of the City Council; other transfers of ownership interests in the Tenant are subject to the Commissioner's approval.
10. **DBE Participation.** 100%. Nuts on Clark is a City certified ACDBE.
11. **Capital Investment.** Tenant will invest a minimum of \$200 per square foot for in-line sites (concession space other than kiosks) and \$40,000 per kiosk (non-mobile, freestanding concession space).
12. **Amortization.** Tenant will amortize its capital investment in the leased space (subject to the stated maximum) over five years, straight-line basis. If the City takes back any leased space and does not offer replacement space (or if the Tenant rejects replacement space that is offered by the City because the location is not comparable), the Tenant will be entitled to offset, against fees due to the City, its unamortized capital investment (prorated for any partial year) for the leased space being taken back. If the offset exceeds amounts due to the City, the City will refund the excess. The City has no obligation to pay Tenant any other amount, including but not limited to lost profits for the unexpired term. Tenant will not be entitled to such an offset, refund or any other amount if the City takes back leased space as a remedy for Tenant's default.
13. **Relocation and Termination Obligations.** Tenant must relocate if required by the Commissioner. Tenant will have the right to terminate the Lease if the designated relocation area is not comparable in size, visibility and traffic.
14. **City Construction Obligations.** None. City to deliver shell and core "as is" to Tenant.
15. **Utilities.** City to provide heating, ventilation and cooling of terminal common areas. Tenant to maintain utility lines and provide supplemental heating, cooling and exhaust facilities in Leased space and to bear cost of those utilities.
16. **Pricing.** Tenant will be required to value price its merchandise in accordance with standards generally reflective of "value prices" approved by the Commissioner, the nature and comparables of which will be described in the Agreement.

17. **General Conditions.** The Agreement may include provisions typically found in commercial concession agreements or agreements of comparable duration, as well as provisions typically found in concession leases of government-owned property (e.g. City ownership of improvements, the City as additional insured, indemnification of the City). In addition, the Agreement will be subject to compliance with all statutory and policy requirements for conducting operations at the Airport and for documenting compliance with those requirements.

This term sheet does not constitute a binding agreement between the potential Tenant and the City. City Council approval and a fully executed Concession Lease Agreement are required.

(Sub)Exhibit 2.
 (To Retail Concession Lease And License Agreement With
 Nuts On Clark Union Station, Inc.)

Leased Space.

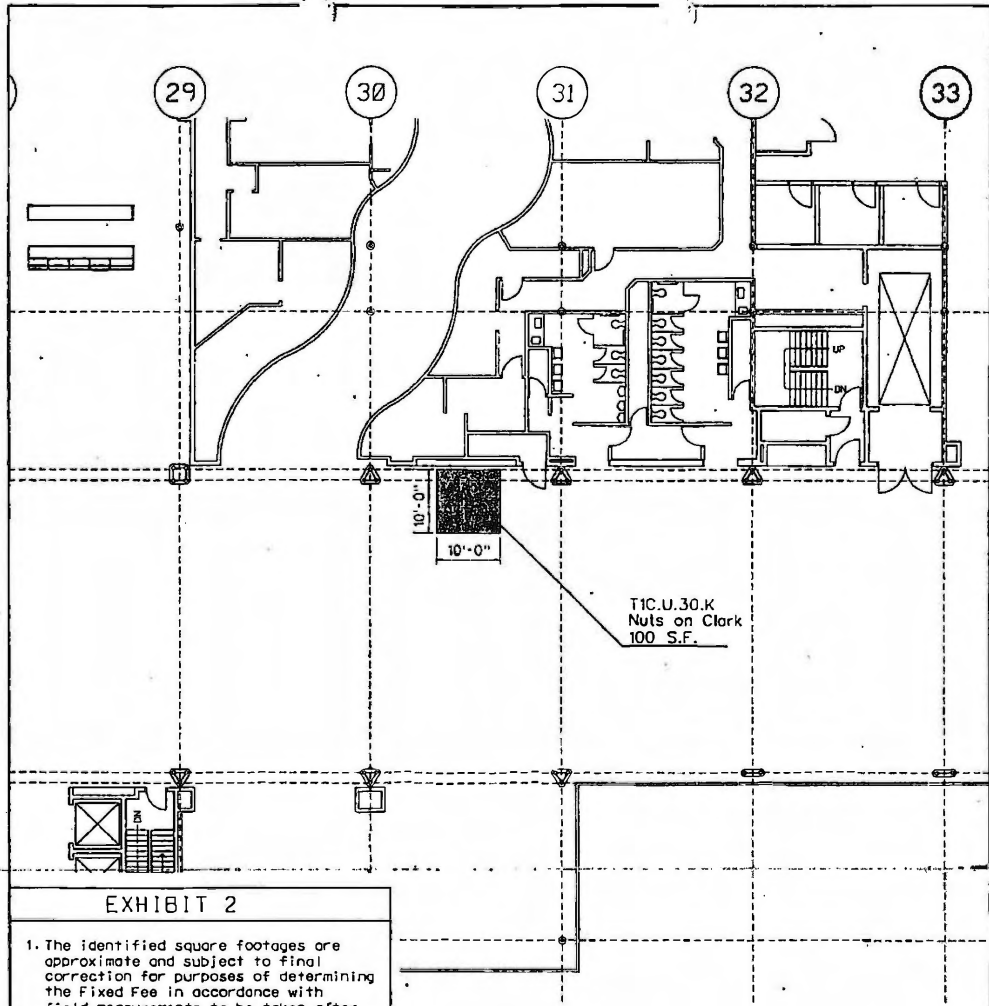


EXHIBIT 2

1. The identified square footages are approximate and subject to final correction for purposes of determining the Fixed Fee in accordance with field measurements to be taken after completion.
2. City reserves the right to change locations and dimensions.
3. All Kiosks (freestanding and wall units) are measured three (3) feet out from the outside sales area (queuing space).

Chicago O'Hare International Airport
 Richard M. Daley • Mayor

Terminal 1 / Concourse C

Department of Aviation
 Nurio I. Fernandez • Commissioner

Nuts on Clark
 Popcorn/ Snack

UNISON - MAXIMUS

Scale: 1" = 20'-0"

Date: May 15, 2007
 Created by CAD Services

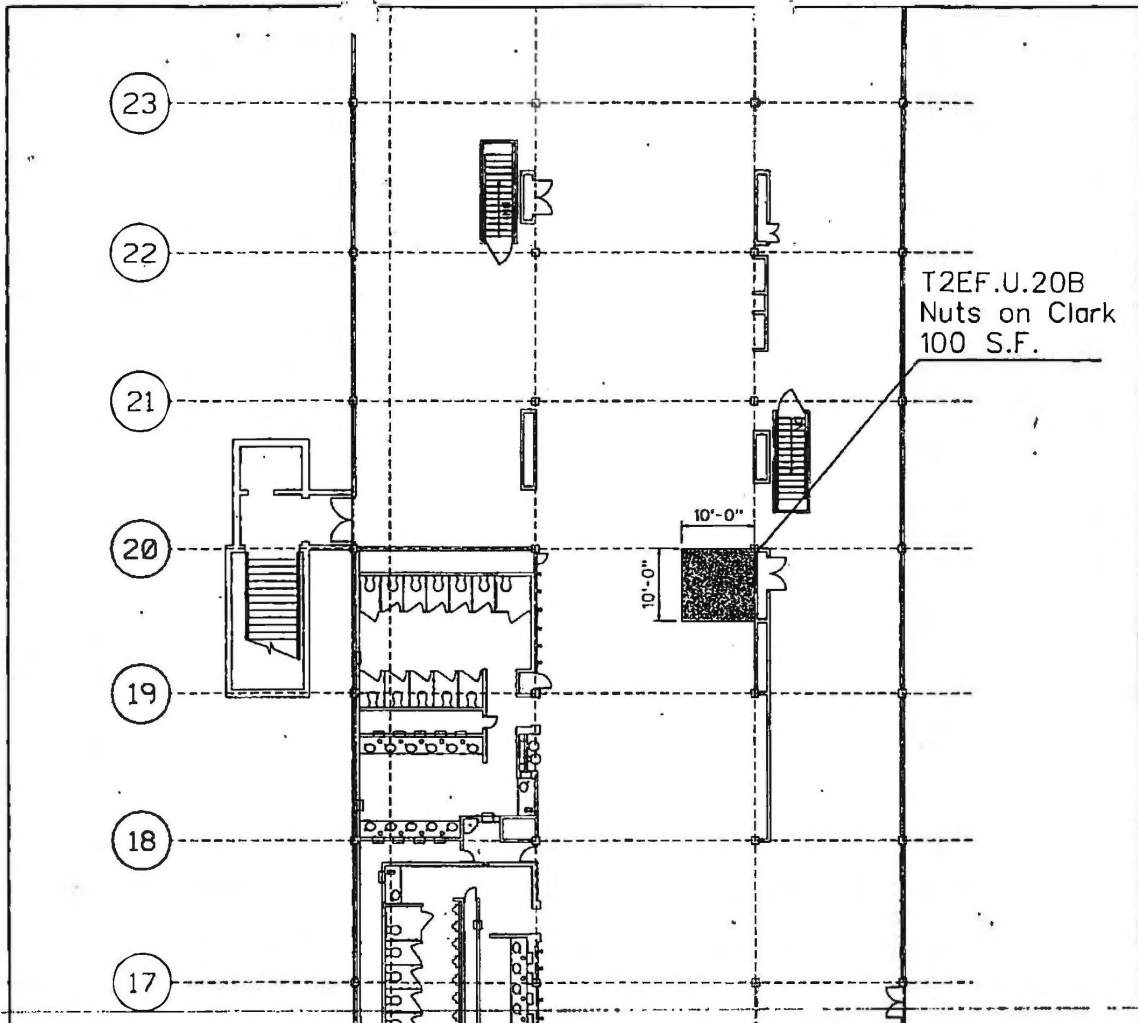


EXHIBIT 2

1. The identified square footages are approximate and subject to final correction for purposes of determining the Fixed Fee in accordance with field measurements to be taken after completion.
2. City reserves the right to change locations and dimensions.
3. All Kiosks (freestanding and wall units) are measured three (3) feet out from the outside sales area (queuing space).

Chicago O'Hare International Airport
 Richard M. Daley • Mayor

Department of Aviation
 Nurio I. Fernandez • Commissioner

UNISON - MAXIMUS

Terminal 2 / Concourse EF

NUTS ON CLARK
 Popcorn/ Snack

Scale: 1" = 20'- 0"

Date: May 15, 2007
 Created by CAD Services

(Sub)Exhibit 3.
(To Retail Concession Lease And License Agreement With
Nuts On Clark Union Station, Inc.)

..... Improvements, Improvement Costs And Completion Dates.

CAPITAL INVESTMENT AND FINANCING SOURCES PLAN

Please provide estimated capital investment for each store location and financing sources. Indicate improvements and furnishings, fixtures and equipment. If Respondent is a partnership, joint venture, or LLP or LLC, indicate the percentage of equity or borrowings that each partner, joint venturer, or LLP or LLC member or manager will provide. Use the following format. Attach additional sheets if necessary.

Package 1 Location KIOSK TERM Store Name "NUTS ON CLARK"

Respondent's Estimated Capital Investment

A. Architectural & Engineering Fees	\$ <u>42,100.-</u>
B. Improvements	\$ <u>40,000.-</u>
C. Furnishing, Fixtures and Equipment	\$ <u>10,000.-</u>
D. Working Capital	\$ <u>115,000.-</u>
E. Initial Inventory	\$ <u>10,000.-</u>
F. Improvements Completion Bond	\$ <u>2,000.-</u>
G. Other (please specify)	\$ <u>5,000.-</u>
H. Total Investment	\$ <u>67,000.-</u>

Financing Sources

A. Debt (by source)	\$ <u>ASSOCIATED BANK</u>
B. Equity	\$ _____
C. Total Investment	\$ <u>67,000.-</u>

CAPITAL INVESTMENT AND FINANCING SOURCES PLAN

Please provide estimated capital investment for each store location and financing sources. Indicate improvements and furnishings, fixtures and equipment. If Respondent is a partnership, joint venture, or LLP or LLC, indicate the percentage of equity or borrowings that each partner, joint venturer, or LLP or LLC member or manager will provide. Use the following format. Attach additional sheets if necessary.

Package 1 Location KIOSK CONCOURSE Store Name NUTS ON CLARK

Respondent's Estimated Capital Investment

A. Architectural & Engineering Fees	\$ <u>42,000.-</u>
B. Improvements	\$ <u>40,000.-</u>
C. Furnishing, Fixtures and Equipment	\$ <u>10,000.-</u>
D. Working Capital	\$ <u>115,000.-</u>
E. Initial Inventory	\$ <u>10,000.-</u>
F. Improvements Completion Bond	\$ <u>2,000.-</u>
G. Other (please specify)	\$ <u>5,000.-</u>
H. Total Investment	\$ <u>67,000.-</u>

Financing Sources

A. Debt (by source)	\$ <u>ASSOCIATED BANK</u>
B. Equity	\$ _____
C. Total Investment	\$ <u>67,000</u>

Improvement Costs*

Architect Fees	\$ _____
Construction Costs (as detailed on Attachment 1)	\$ _____
Permits	\$ _____
Total Improvement Costs for Concession Area	\$ _____

* Improvement Costs specifically shall not include any Lessee staff cost or overhead; all labor, services, materials and supplies must be provided by third-party non-affiliates unless approved by the Commissioner.

Attachment 1 referred to in this Improvements, Improvement Costs and Completion Dates reads as follows:

Attachment 1.

(To Improvements, Improvement Costs And Completion Dates)

Construction Costs.

<u>TRADE ITEM</u>	<u>AMOUNT</u>
Concrete	\$ _____
Masonry	\$ _____
Metals	\$ _____
Rough Carpentry	\$ _____
Finish Carpentry	\$ _____
Waterproofing	\$ _____
Insulation	\$ _____
Roofing	\$ _____
Sheet Metal	\$ _____
Doors	\$ _____
Windows	\$ _____
Glass	\$ _____
Lath and Plaster	\$ _____
Drywall	\$ _____
Tile Work	\$ _____
Acoustical	\$ _____
Wood Flooring	\$ _____
Resilient Flooring	\$ _____
Painting and Decorating	\$ _____
Specialties	\$ _____
Trade Fixtures	\$ _____
Appliances	\$ _____
Blinds, Shades, Artwork	\$ _____
Carpets	\$ _____
Special Construction	\$ _____
Elevators	\$ _____
Plumbing and Hot Water	\$ _____
Heat and Ventilation	\$ _____
Air Conditioning	\$ _____
Electrical	\$ _____
TOTAL COSTS:	\$ _____

(Sub)Exhibit 4.
(To Retail Concession Lease And License Agreement With
Nuts On Clark Union Station, Inc.)

City's Shell And Core Obligations.

The City and the Department of Aviation will deliver the spaces detailed in Exhibit 2, to "Nuts on Clark" Union Station, Inc., in as is condition.

*(Sub)Exhibit 5.***(To Retail Concession Lease And License Agreement With
Nuts On Clark Union Station, Inc.)***Merchandise And Price List.*

"NUTS ON CLARK" CURRENT PRICES APRIL 2007
SUBMITTED BY: ESTELLE KENNEY, PRES.

"NUTS ON CLARK"**GOURMET NUTS****SALTED-NO SALT-RAW
PER LB PRICE**

CASHEWS.....999
MIX NUTS.....9.99
PISTACHIO.....9.99
ALMONDS.....6.99
MACADAMIA.....19.99
PEANUTS.....2.99
TURK.PISTACHIO...10.99
SUNFLOWER SEED..4.99
SMOKED ALMOND..10.99
PECANS.....11.99
PIST. NO SHELL.....12.99
SOY NUTS.....5.99

"NUTS ON CLARK"**FANCY DRIED FRUITS**

FANCY FRUIT MIX...6.99
PEARS.....7.49
GINGER CANDIED...7.99
PINEAPPLE5.99
BANANA CHIP.....4.99
CRANBERRIES.....9.99
PAPAYA5.99
MANGO.....9.99
CALIF APRICOT.....14.99
TURK APRICOT.....5.99
PEACHES.....8.49
NECTARINES.....8.49

"NUTS ON CLARK"**BUTTER TOFFEE NUTS**

PEANUTS.....6.59
PECANS.....12.99
CASHEWS.....12.99
ALMONDS.....10.99

"NUTS ON CLARK"		
FINE CHOCOLATE COVERED NUTS		
PER LB	LIST PRICE	CUSTOMER PRICE
PEANUTS.....	14.99	..7.50
RAISINS.....	14.99	..7.50
MALT MILK BALLS....	14.99	..7.50
CASHEWS MILK.....	18.99	..9.50
CASHEWS DARK.....	18.99	..9.50
ALMONDS MILK.....	17.99	..9.00
ALMONDS DARK.....	17.99	..9.00
BRIDGE MIX.....	14.99	..7.50
PEANUT CLUST.....	15.99	..8.00
MACADAMIA.....	27.99	14.00
PECANS MILK.....	20.99	10.50
PECANS DARK.....	20.99	10.50
WHT PRETZELS.....	15.99	..8.00
CHOC PRETZELS.....	15.99	..8.00
KISSEES (TURTLES)..	20.99	10.50

"NUTS ON CLARK"	
CANDY	
GUMMI BEARS.....	6.39
GUMMI WORMS.....	6.39
SWEDISH FISH.....	6.99
EURO RASPBERRY....	6.99

"NUTS ON CLARK"	
LICORICE	
RED TWISTS.....	6.99
BLK TWISTS.....	6.99
RED LACES.....	8.99
RED WHEELS.....	6.99
GOOD & PLENTY.....	6.99
SNAPS.....	7.99

"NUTS ON CLARK"

DELICIOUS

HONEY ROASTED NUTS

PEANUTS.....	6.59
PECANS.....	12.99
CASHEWS.....	12.99
ALMONDS.....	10.99

"NUTS ON CLARK"

HEAVENLY CINNAMON

PECANS.....	14.99
ALMONDS.....	15.99

"NUTS ON CLARK"

SUGAR-COATED NUTS

SESAME CRUNCH....	6.99
BOST BKED BEANS..	4.99
FR BRT PEANUTS...	4.99
MPL NUT GOODIE....	6.99
JORDAN ALMOND....	7.99

"NUTS ON CLARK"

SNACKS & HEALTHY

TRAIL MIXES

BAR B Q.....	7.49
CRANBERRY MIX.....	8.99
DELIGHTFUL DIET....	7.49
TRAIL NO SALT.....	7.49
COCKTAIL PARTY.....	7.49
FESTIVE.....	7.49
CONFETTI.....	7.49
ORIENTAL RICE CRA.	7.49
ORIENTAL & PEAS....	7.89
HOT TO TROT.....	7.89
PRETZEL & MORE....	7.49
ALL FRUIT.....	6.99

"NUTS ON CLARK"

POP & WATER

SMALL.....1.78 + TAX
 LARGE.....2.75 + TAX
 JUICE 1.92 + TAX.

"NUTS ON CLARK" POPCORN PRICES IN BAGS

	4 oz	10oz	1lb	2 ½ lb
CARAMELCORN	2.50	5.25	9.00	21.00
	3oz	8oz	1lb	
CHEESECORN	2.50	5.75	12.75	
	5oz	10oz	1lb	2lb
MIX (CAR & CHE)	4.00	6.00	9.25	19.25
	MEDIUM	JUMBO		
POPCORN	2.25	4.00		

**"NUTS ON CLARK" GOLD GIFT CANNISTERS
 CHICAGO SCENE**

	1 gallon	2 gallon	3 ½ gallon
CARAMELCORN	25.00	46.00	75.00
CHEESECORN	25.00	48.00	70.00
2 WAY	25.00	46.00	73.00
3 WAY		46.00	73.00

(Sub)Exhibit 6.
(To Retail Concession Lease And License Agreement With
Nuts On Clark Union Station, Inc.)

Airport Concessions Program Handbook.

AIRPORT CONCESSIONS PROGRAM HANDBOOK



CITY OF CHICAGO
DEPARTMENT OF AVIATION
March 2007

INTRODUCTION:

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

THE CONCESSIONS PROGRAM:

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

<u>DOA UNIT</u>	<u>FUNCTIONS</u>
Commissioner's Office	Policy generation and resolution.
Managing Deputy Commissioner	Overall coordination of revenue, finance, bonding, insurance, property management and concessions functions/issues including merchandising plans, outreach, proposal generation and evaluation, contract negotiation, and overall coordination and processing.
Director of Airport Concessions	Coordination of terminal operations (e.g., access and egress, storage, construction, parking, etc.), the monitoring program and general airport guidelines.
Management Representative	UNISON-MAXIMUS Retail Management (Unison) is the retail management company responsible for the day to day operation of certain airport concessionaires.
Planning/Coordinating Architects	Plan and design review; construction coordination and monitoring.
Finance/Revenue	Financial reporting, review and auditing.
Security	Coordination of security identification and other related issues.

THE MONITORING PROGRAM:

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

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

THE PRE-MONITORING PROCESS:

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

STAGE 1 - CITY COUNCIL APPROVAL

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

STAGE 2 - LEASE AGREEMENT

The Lease Agreement outlines a concessionaire's contractual relationship with the City. It delineates the responsibilities, expectations and the requirements of both parties, financial and non-financial. During negotiation of the terms of the agreement, you will have cause to interact with individuals from the DOA and the Unison Office. The Managing Deputy Commissioner of Commercial Development will oversee the processing of the Lease Agreement as well the Monitoring Program.

STAGE 3 - DESIGN APPROVAL

For an in-line operation, kiosk or a retail merchandising unit ("RMU") all concessionaires must submit a conceptual, schematic drawing which shows the general design of the unit.

The Planning and Architecture departments will review the concept, and if the approval is given a letter will be sent giving conceptual approval and requesting 100% architectural drawings including a complete materials board, plans and specifications so the plans meet the DOA requirements and aesthetic appeal. Architecture will then send a letter to the concessionaire giving authority to apply to the City Building Department for building permits. In no case should construction begin prior to the receipt of this approval. The Planning Unit will also monitor construction in progress.

STAGE 4 - PRE-CONSTRUCTION APPROVAL

Prior to construction, each concession will meet with the DOA at a pre-construction conference. The purpose of this meeting will be to familiarize each concessionaire with general airport construction guidelines. Examples of these guidelines are locations and times for pick-ups, deliveries, refuse disposal, elevator usage, and badging.

STAGE 5 - CONSTRUCTION

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

KEY ELEMENTS OF THE MONITORING PROGRAM:

The Concessions Monitoring Program consists of two primary elements: operation reviews and audits. Operations reviews will be conducted on an ongoing basis by the City's Management Representative. The operations review form in Appendix 2 will provide a frame work for this component of the Monitoring Program.

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

PHYSICAL INSPECTIONS

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

FINANCIAL AUDITS

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

COMPLIANCE AUDITS

DOA will review compliance with insurance coverage, financial commitments and financial reporting requirements. This review will occur on a regular basis. Non-compliance could result in liquidated damages being levied and/or commencement of default proceedings, dependent upon the nature of the violation.

SECRET SHOPS

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

SUMMARY:

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

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

PHYSICAL INSPECTION STANDARDS:**FACILITY MAINTENANCE STANDARDS****ITEMS:**

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

STANDARD:

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

ACTION:

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

ITEMS:

Lease line maintenance
"Pop-out" areas

STANDARD:

All customer lines must be maintained within the Leased area.
Merchandise and displays must be maintained within the Leased area.
Solicitation and sampling must be maintained within the Leased area.
Only DOA approved fixtures may be placed in the pop-out area at the front of the space.

ACTION:

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

ITEMS:

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

STANDARD:

Written approval, prior to action, by the Commissioner of Aviation.

ACTION:

Consider areas for improving the concession location either from layout changes or renovation.

Submit requested changes for approval with appropriate drawings, etc., to the Management Representative prior to initiation of the changes.

All signs must be professionally produced.

All signs and signholders must be kept clean and in good repair.

All signs must be pre-approved by the Commissioner or a representative of the Commissioner.

ITEMS:

Properly functioning equipment.

STANDARD:

Preventative maintenance program.

Ongoing, reliable source for immediate repairs.

ACTION:

Have employees spot check all equipment for possible malfunction.

Maintain a back-up/alternative plan.

Repair equipment as soon as possible.

EMPLOYEE STANDARDS**ITEMS:**

Courteous and professional appearance

Proper dress

Proper identification including DOA security badge

Customer Service

Attend customer service meetings, as offered

STANDARD:

Employees should be polite and courteous to the traveling public.

Employees must not eat while on duty.

Employees must wear clean and neat uniforms or approved attire.

Employees must display a DOA issued security badge in addition to any other employee identification.

Employees must be familiar with the Merchant Handbook and the laminated Reference Guide.

Employees are to offer general public services:

-Making change

-Giving directions.

ACTION:

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

ITEMS:

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

STANDARD:

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

ACTION:

Provide explicit instructions to employees on the safe and sanitary handling of foods.
Obtain and post proper instructions regarding health information available from City, State and Federal sources.
Provide explicit instructions for cleaning food areas in a manner that will not possibly lead to any harmful contamination.

PRODUCT STANDARDS**ITEMS:**

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

STANDARD:

Only authorized products can be sold as determined in the Lease Agreement.
Only use professionally produced or printed signage as approved by DOA.

Merchandising permitted only within the confines of the locations, unless as authorized in writing, by DOA.

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

ACTION:

Consider innovative ways to merchandise your products/services.
Obtain written approval from the Commissioner of Aviation prior to implementing merchandising that will go beyond the confines of your space or that is outside of the terms of the Lease Agreement.
Maintain adequate inventory levels.
Notify the Department when adding, deleting or changing merchandise or changing prices.
Use professionally produced, approved signage only.
Maintain pricing as provided in the Lease Agreement.

AUXILIARY SPACE STANDARDS

ITEM:

Storage Area
Corridors, common areas
Pick-up, delivery and disposal

STANDARD:

Safe use of storage space.
Proper storage of potentially flammable items in accordance with fire codes.
Provide adequate ingress and egress within storage space.
Clear aisles and corridors.
Pick-ups and deliveries during designated hours at designated locations as determined by DOA.
Refuse disposal during designated hours at designated locations as determined by DOA/Unison.

ACTION:

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

**OPERATIONS REVIEW
D'HARE INTERNATIONAL AIRPORT
In-Line Unit**

POINT SYSTEM:

Store: _____
 Date: _____
 Time: _____
 Location: _____

3 First class level of service/operation
 2 Satisfies basic level of service/operation
 1 Below acceptable level of service/operation
 0 Non-compliant

A) Exterior Condition		
1	Trash receptacles/litter control?	
2	Are all surfaces clean - check sides, counters, trim?	
3	Are the windows clean?	
4	Are display windows merchandised?	
5	Are any signs/items intruding on corridor?	
6	Is the exterior in good condition (blade sign, painting, baseboards, side walls, trim)?	
7	Are deliveries being stored in the corridor?	
B) Store Maintenance		
1	Condition of light fixtures, fire extinguishers. Are any lights out, are extinguishers in working order?	
2	Is the floor clean/vacuumed?	
3	Are there any delivery boxes/notes visible?	
4	Are the fixtures and product clean and maintained?	
5	Are there any cleaning supplies in view?	
6	Are luggage carts being used for deliveries?	
7	Are storage closet doors closed?	
8	Is there adequate circulation space for passenger traffic?	
C) Merchandising		
1	Signage and fixtures professionally done?	
2	Is pricing prominently marked or signed?	
3	Are merchandise levels adequate?	
D) Point of Purchase		
1	Is the POP signage in good condition and not blocking access?	
2	Is the cash/wrap clean and free of debris?	
3	Is the cash register in good condition?	
E) Customer Service		
1	Are store hours posted?	
2	Is the employee wearing appropriate attire?	
3	Is employee greeting customers?	
4	Is the employee courteous?	
5	Is the employee eating or on the phone?	
6	Is off-shift staff affecting on-shift staff?	
7	Is employee wearing airport ID badge?	
Other Comments:		

Total Possible Points 84

Operator Score _____ Maintenance Score (Sections A,B,C,D) 63
 Customer Service Score (Section E) 21

Reviewed By: _____

**OPERATIONS REVIEW
HARE INTERNATIONAL AIRPORT
Food & Beverage**

Store: _____
Date: _____
Time: _____
Location: _____

POINT SYSTEM:
3 First class level of service/operation
2 Satisfies basic level of service/operation
1 Below acceptable level of service/operation
0 Non-compliant

1) Exterior Condition		Comments
1	Is floor clean of debris?	
2	Are any signs/items infringing on corridor?	
3	Are blade, fascia and sign holders in good condition?	
4	Is the exterior in good condition (painting, baseboards, side walls, tracking clean)?	
2) Store Maintenance		
1	Condition of light fixtures, fire extinguishers. Are any lights out? Are extinguishers in working order?	
2	Are counters, floors, walls, ceiling, lights and vents clean and maintained?	
3	Are the soda and condiment stations clean/working properly?	
4	Are all furniture and fixtures clean and maintained?	
5	Are maintenance audits posted & filled out? Are hood inspection stickers up to date?	
3) Food Product and Quality		
1	Does all the food appear to be fresh and its product level adequate?	
2	Is pricing prominently marked or signed?	
4) Point of Purchase		
1	Cash/wrap clean and free of debris? Front of house clean?	
2	Condition of cash wrap (no paint chips, scuffs)?	
5) Kitchen and Storage Areas		
1	Is the staffing schedule posted?	
2	Is certified food service manager on duty and present?	
3	Is there a hand sink in kitchen? Hot water temps 110° - 120°? Anti-bacterial soap available?	
4	Are sinks draining properly?	
5	Is hot and cold water available and is everything properly connected?	
6	Are coolers at the proper temperatures? (40° or less)	
7	Are cleaning supplies segregated from food product?	
8	Are supplies / product raised off the floor? Space behind shelving? Is the area clean?	
9	Are trash receptacles clean?	
6) Customer Service / Employee Standards		
1	Are store hours posted?	
2	Are employees wearing appropriate and clean uniforms? ID Badge visible?	
3	Are employees wearing hair restraints?	
4	Are employees wearing hanging jewelry in food prep area?	
5	Are employees in grill area wearing aprons?	
6	Are cash handling employees working food prep area?	
7	Is employee courteous, informed & greeting customers?	
8	Are employees eating in customer view?	
9	Is off-shift staff affecting on-shift staff?	
Other Comments:		

Total Possible Points 93 Maintenance Score (Sections 1,2,3,4,5) 66
Operator Score _____ Customer Service Score (Section 6) 27

Reviewed by: _____

**OPERATIONS REVIEW
HARE INTERNATIONAL AIRPORT
Cart/Kiosk**

POINT SYSTEM:

Store: _____
 Date: _____
 Time: _____
 Location: _____

- 3 First class level of service/operation
- 2 Satisfies basic level of service/operation
- 1 Below acceptable level of service/operation
- 0 Non-compliant

Points		Comments	
A) Exterior Condition			
1	Trash receptacles/litter control?		
2	Are all surfaces clean - check sides, counters, trim?		
3	Is the top of the unit clean?		
4	Is the floor clean below the unit?		
5	Is the floor clean/vacuumed around the unit?		
6	Are any signs/items infringing on corridor?		
7	Is there a blade sign? In good condition?		
8	Is the exterior in good condition (painting, baseboards, side walls, trim)?		
9	Are the light fixtures in good condition? Are any lights out?		
10	Condition of fire extinguishers. Are extinguishers in working order?		
11	Are there any delivery boxes/boxes stacked?		
12	Are the fixtures and product dusted/clean?		
13	Are there cleaning supplies in view?		
B) Merchandising			
1	Signage and fixtures professionally done?		
2	Is there adequate promotional signage?		
3	Is pricing prominently marked or signed?		
4	Are merchandise levels adequate?		
5	Is there adequate circulation space for passenger traffic?		
C) Point of Purchase			
1	Is the POP signage blocking access?		
2	Is the cash/wrap clean and free of debris?		
3	Is the cash register in good condition?		
D) Customer Service			
1	Are store hours posted?		
2	Is the employee wearing appropriate attire?		
3	Is employee greeting customers?		
4	Is the employee eating or on the phone?		
5	Is off-shift staff affecting on-shift staff?		
6	Is employee courteous?		
6	Is employee wearing airport ID badge?		
Other Comments:			

Total Possible Points 84 Maintenance Score (Sections A,B,C) 63
 Operator Score _____ Customer Service Score (Section D) 21

Reviewed by: _____

FINANCIAL AUDIT STANDARDS:

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

Lease Fees

Each concessionaire shall submit the following rents in accordance with its Lease Agreement:

- Base Rent
- Minimum Annual Guaranteed Fee/Percentage Fee
- Marketing Fee
- Common Area Maintenance Fee (if applicable)
- Liquidated damages, Interest, Late Payments (if applicable)
- Other items as required in the Lease Agreement.

Records

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

- Maintenance of an internal control system (e.g. cash register, point of sale equipment) to insure proper reporting to the City (this must be approved by the City prior to commencement of the Agreement and if the concessionaire decides to make subsequent change to the system).
- Books, ledgers, journals, accounts and/or records must be maintained according to generally accepted accounting procedures.
- Each concession must provide timely submission of the audited "Statement of Sales and Fees" and annual audited financial statements based upon their individual reporting system.
- Other items as required in the Lease Agreement.

Insurances

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

- Worker's Compensation

- Comprehensive General Liability
- Comprehensive Automobile Liability
- Property Insurance
- Other insurance as required in the Lease Agreement

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

Security Deposit/Letter of Credit

All concessions must provide a letter of credit or cashier's check per the terms of their specific Lease Agreement.

COMPLIANCE AUDIT STANDARDS:

All Lease Agreements have provisions, other than those that relate to financial commitments that must be complied with. They may vary from Agreement to Agreement and, therefore, those stated here may not be all inclusive. They do, however, represent some of the key provisions contained in City's most recent Lease Agreement.

General Airport Guidelines

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

- Pick-up and deliveries to/from specific areas at specified times.
- Refuse disposal at specific and designated areas/times.
- Unauthorized use of restricted Airport areas.
- Adherence to minimum business operating hours.
- Agreement to emergency hours as may be determined by DOA under special conditions.
- Elevator use at designated times.
- Ingress and egress from designated areas, as outlined in Lease Agreement.
- Proper and improper use of signage.

Laws and Ordinances

- DOA reserves the right to adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, and related facilities.
- All concessions must observe all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments which may be applicable to the operation the Airport.
- Permits and Leases necessary for the operation of the concession areas must be applied for prior to the first day of operation, and renewed annually as needed. Examples of these types of permits are as follows:
 - Business Lease
 - Food Purveyor
 - Tobacco, Liquor
 - Zoning Lease
 - Hardware Lease
 - Others as required

Default Notices

The DOA reserves the right to issue a Default Notice to any concessionaire who is not in compliance with their Lease Agreement.

Examples of default items are as follows:

- Excessive late or nonpayment of rents.
- Non-reporting of sales as required in the Lease Agreement.
- Product infringement or additional products (must receive prior approval by DOA).
- Improper price changes (must receive prior approval by DOA).
- Sublease or change of ownership of concession (must receive prior approval as required by this Lease Agreement).
- Not properly displaying all of the proper Leases.
- Non-compliance with the Hours of Operation stated in the Lease Agreement.

KEY DEPARTMENT OF AVIATION PERSONNEL:

<u>NAME/TITLE</u>	<u>TELEPHONE NUMBER</u>
Angela Manning-Hardimon Managing Deputy Commissioner of Commercial Development	(773)894-3033
Stephanie Hatch Director of Concessions	(773)894-3912
Robert Dawson Architecture	(773)686-6630
Erin O'Donnell Deputy Commissioner/MDW	(773)838-0608

KEY UNISON-MAXIMUS Retail Management PERSONNEL:

<u>NAME/TITLE</u>	<u>TELEPHONE NUMBER</u>
Sandra Williamson General Manager	(773) 894-3909 (773) 550-6175 (cell)
Yolanda Woodruff Lease Administrator/Accountant	(773) 894-5463
Logan (Tony) Burnett Property Manager / ORD	(773)894-3903 (312)388-3530 (cell)
Dorine Litman Operations Manager	(773) 894-3908 (773/ 671-3908 (cell)
Patricia Gryzb Property Manager / MDW	(773) 838-0733 (312) 907-8820 (cell)
TBD Tenant Design Coordinator - ORD and MDW	(773) 894-3380 (773) 209-2599 (cell)

KEY CITY OF CHICAGO OFFICES:

<u>DEPARTMENT</u>	<u>TELEPHONE NUMBER</u>	<u>AREAS OF RESPONSIBILITY</u>
Consumer Services	(312)744-9400	Food Purveyor Licensing
Health Department	(312)247-9884	Inspections
Construction Inspections	(312)744-6695	Certificate of Occupancy
Electrical Inspections	(312)744-3460	Electrical Inspections
Plumbing Inspections	(312)744-3502	Plumbing Inspections
Plan Examinations/Permits	(312)744-8876	Plan Examinations/Permits
Occupancy Certificates	(312)744-3455	Zoning Plans
Mayor's Office of Employment	(312)744-4078	Employment
Revenue	(312)744-3947	Lease Inquiries

RULES AND REGULATIONS:

Lessee shall, at all times during the term of the Lease Agreement will:

1. Use, maintain and occupy the Premises in a careful, safe, professional and lawful manner, keep Premises and its appurtenances in a clean and safe condition.
2. Keep all glass in the doors and windows of the Premises clean and in good repair with floor displays and shelving cleaned daily.
3. Not place, maintain or sell any merchandise or place any signage in any vestibule or entry to the public area adjacent to the Premises, or place any signage in the public area adjacent to the Premises, or elsewhere on the outside of the Premises without the prior written consent of the Commissioner.
4. At its own cost, keep Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests.
5. Not permit accumulation of garbage, trash, rubbish and other refuse inside or outside the Premises, and keep refuse in closed containers within the interior of the Premises until removed.

Not place any rubbish, litter, trash, or material of any nature in the parking areas, exterior areas, entryways, passages, doors, elevators, hallways, or stairways of the Airport. Comply with any recycling program as directed by the Commissioner.
6. Not use, or permit the use of any apparatus or instruments for musical or other sound reproductions or transmissions in such manner that the sound emanating therefrom or caused thereby shall be audible beyond the interior of the Premises without the prior written consent of the Commissioner.
7. Helium balloons and blinking lights are not permitted.
8. Not cause or permit objectionable odors to emanate from the Premises.
9. Not deliver or permit delivery of merchandise at any time other than those times allowed by the Commissioner or his designated representative.
10. Maintain and keep operational all electric signs, and where applicable, light the show windows and exterior signs of Premises during hours of operation.
11. Use only signage of professional quality. All signage must be approved by the Commissioner or his designated representative. Handwritten signs of any kind are not permitted. Never tape signage or other materials to windows.

Prominently sign or mark pricing on each product or mark with easily recognizable professional signage.

12. Keep all mechanical apparatus free of vibration and noise.
13. Not overload the floors or electrical wiring or install any additional electrical wiring or plumbing without the Commissioner's prior written consent.
14. Not use show windows on the Premises for any purpose other than display of merchandise for sale in a neat, professional and attractive manner.
15. Not conduct, permit or suffer any public or private action sale to be conducted on or from the Premises.
16. Not solicit business in the common area of the Airport or distribute handbills or other advertising materials in the common area. If this provision is violated, the Lessee shall pay the City the cost of collecting same from the common area for trash disposal. Lessee shall not hold demonstrations in the Premises or any other area of the Airport. Lessee agrees to cooperate and assist the City in the prevention of canvassing, soliciting and peddling within the Premises or Airport.
17. Not use the plumbing facilities in the Premises for any purpose other than that for which they were constructed or dispose of any foreign substance therein, whether through the utilization of "garbage disposal units" or otherwise. If Lessee uses the Premises for the sale, preparation or service of food for on-premises consumption, Lessee shall install such grease traps as shall be necessary or desirable to prevent the accumulation of grease or other wastes in the plumbing facilities servicing the Premises. Lessee shall contract with a grease trap/plumbing service for periodic maintenance of its plumbing facilities. Lessee shall provide the City with a copy of said service contracts.
18. Not operate in the Premises or in any part of the Airport any coin or token operated vending machines or similar devices for the sale of any merchandise or service, except as may be allowed in the Lease Agreement or with the prior written consent of the Commissioner.
19. Not have slot machines, devices, or other gambling games on the Premises or in any part of the Airport without the prior written consent of the Commissioner.
20. Refer all contractors or contractor's representatives rendering any service on or to the Premises for the Lessee, to the City or the City's Management Representative for approval before performance of any contractual service provided that they meet insurance requirements.

Lessee's contractors and installation technicians shall comply with the City's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the Premises or the Airport, including installation of telecommunication devices, electrical devices, attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment or any other physical portion of the Premises or project.
21. All personal property, cups, papers, cleaning and other supplies must be kept from public view.
22. Employees must not eat, drink or sleep in public view.

23. Not at any time occupy any part of the Premises or project as sleeping or lodging quarters.
24. Not place, install or operate on the Premises or in any part of the Airport any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Premises or project any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or hazardous material.
25. Insure that staff members are, at all times, appropriately dressed (as designated in the Lease Agreement) with airport badges in view.
26. Not hold the City responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or the Airport regardless of whether such loss occurs when the area is locked against entry or not.
27. Not have dogs, cats, fowl, or other animals brought into or kept in or about the Premises or Airport.
28. Not use the public restrooms for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the building shall be borne by the person who shall cause it. No person shall waste water by interfering with the faucets or otherwise.
29. Not lay floor covering within the Premises without written approval of the Commissioner. The use of cement or other similar adhesive materials not easily removed with water is expressly prohibited.
30. Comply with and ensure that Lessee's employees comply with the City's non-smoking policy for the Airport.
31. Post any Emergency Evacuation Plan adopted by the City. Lessee shall post said plan in a place which is non-visible to Lessee's customers, but visible to Lessee's employees.
32. Along with its employees, agents and invitees park their vehicles only in those parking areas allowed by the City. If requested, furnish the City with state automobile Lease numbers of Lessee's vehicles and its employees' vehicles and shall notify the City of any changes within five (5) days after such change occurs. Concessionaire or its employees shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out-of-date inspection stickers or Lease plates) on the Airport or in its parking areas.
33. Comply with all parking rules and regulations including any sticker or other identification system established by the City. Failure to observe the rules and regulations shall terminate Lessee's right to use the parking area and subject the vehicle in violation of the parking rules and regulations to removal or impoundment. No termination of parking privileges or removal or impoundment of a vehicle shall create any liability on the City or be deemed to interfere with Lessee's right to possession of its Premises. Vehicles must be parked entirely within the parking lines and all directional signs, security notices, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No Parking" signs are posted, on ramps, in cross hatched areas, and in other areas as may be designated by the City.

Parking stickers or other forms of identification, if any, supplied by the City shall remain the property of the City and not the property of Lessee and are not transferable. Every person is required to park and lock his vehicle. All responsibility for damage to vehicles or persons is assumed by the owner of the vehicle or its driver.

34. Follow all ID Badging procedures as may be required by the Commissioner or his designated representative.
35. Instruct employees to report spills, hazardous conditions and any suspicious activities to the appropriate party as directed by the Commissioner or his designated party.
36. Not use luggage carts for product deliveries.
37. Use only delivery carts and equipment as approved by the Commissioner or his designated party.
38. Use only designated elevators for deliveries.
39. Surrender all keys to the Premises to the Commissioner upon termination of this Lease Agreement.
40. Comply with the City's desire to maintain in the Airport the highest standard of dignity and good taste consistent with comfort and convenience for the Lessee. Any action or condition not meeting this high standard should be reported directly to the City. Lessee's cooperation will be mutually beneficial and sincerely appreciated.
41. The City reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Premises and for the preservation of good order therein.

(Sub)Exhibit 7.

(To Retail Concession Lease And License Agreement With
Nuts On Clark Union Station, Inc.)

*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 no 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 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: _____

(Sub)Exhibit "A" referred to the Form of Letter of Credit reads as follows:

(Sub)Exhibit "A"
(To Form Of Letter Of Credit)

Certificate.

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 _____ (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 BANK WIRE 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 HEREOF, THE CITY OF CHICAGO HAS EXECUTED THIS CERTIFICATE AS OF THIS _____ DAY OF _____, 20____.

THE CITY OF CHICAGO

BY: _____

ITS: COMMISSIONER OF AVIATION

(Sub)Exhibit 8.

(To Retail Concession Lease And License Agreement With
Nuts On Clark Union Station, Inc.)

Insurance Requirements.

The kinds and amounts of insurance required under this Agreement are as follows:

- 1.1 Workers' Compensation and Employer's Liability. Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all employees of Tenant. Employer's liability coverage with limits of not less than \$100,000 for each accident or illness must be included.
- 1.2 Commercial Liability Insurance. Commercial General Liability insurance or equivalent, with limits of not less than \$2,000,000 per occurrence for bodily injury, property damage and personal injury liability. Coverages must include the following: Leased Space and operations; explosions, collapse, and underground hazards; products liability and completed operations; defense; separation of insureds; contractual liability specifically covering this Agreement (with no limitation endorsement); host liquor liability (if applicable). The City and its elected and appointed officials, agents, representatives and employees must be named as additional insureds on a primary, non-contributory basis, for any liability arising directly or indirectly under this Agreement.
- 1.3 Automobile Liability. When any motor vehicles (owned, non-owned or hired) are used in connection with activities conducted under this Agreement, Tenant must provide comprehensive automobile liability insurance against bodily injury and property damage claims, subject to limits of liability of not less than \$1,000,000 per occurrence for non-airfield access, and not less than \$5,000,000 per occurrence for airfield access. The City, and its elected and appointed officials, agents, representatives and employees, must be named as additional insureds on a primary, non-contributory basis, for any liability arising directly or indirectly under this Agreement.
- 1.4 Property. Tenant must maintain all-risk property insurance for the Leased Space including Improvements and betterments, in the amount of their full replacement cost. Coverage extensions must include Business Income and extra expense. The City is to be named as an additional insured and as a loss payee, as its interests may appear. Tenant is responsible for all loss or damage to its personal property including equipment, fixtures and contents.
- 1.5 Liquor Liability. When applicable, Tenant must obtain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit. The City, its elected and appointed officials, agents, representatives and employees, must be named as additional

insureds on a primary, non-contributory basis for any liability arising directly or indirectly from this Agreement or Tenant's operations under this Agreement.

1.6 All Risk Blanket Builders Risk. When Tenant undertakes any construction, including Improvements, betterments and/or repairs, Tenant must provide All Risk Blanket Builders Risk Insurance to cover materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. The City of Chicago must be named as loss payee as its interests may appear.

2 Under no circumstances must Tenant or any Subcontractor actually begin Work (or continue Work, in the case of renewal) or conduct Concession Operations under this Agreement without procuring the required insurance and providing evidence of it to the City. The City reserves the right, in addition to the other rights set forth in this Agreement, to require Tenant to furnish certified copies of the original policies of all insurance required under this Agreement at any time upon 30 days' written notice to Tenant.

3. Tenant must furnish:

3.1 the City, Department of Aviation, Attention: Concessions; O'Hare International Airport, P.O. Box 66142, Terminal 2, Upper Level, Concessions, Chicago, Illinois 60666; and

3.2 the City Management Representative and, if applicable, the City Construction Representative, at the addresses provided by the representatives,

original Certificates of Insurance evidencing the required coverages to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Tenant must submit evidence of insurance on the City's "Insurance Certificate of Coverage Form" or equivalent before the Effective Date of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements under this Agreement. The failure of the City to obtain certificates or other insurance evidence from Tenant is not a waiver by the City of Tenant's obligations to obtain and maintain the specified coverages. Tenant must advise all insurers of this Agreement's provisions regarding insurance. Non-conforming insurance will not relieve Tenant of its obligation to provide insurance as specified in this Agreement.

4 The insurance specified above must be carried at all times during the Term of this Agreement. Failure to carry or keep the insurance in force constitutes an Event of Default and does not relieve Tenant from any liability under this Agreement. The City maintains the right to suspend the Tenant's performance and rights under this Agreement, or suspend this Agreement, until proper evidence of insurance is provided. If Tenant fails to maintain the full insurance coverage required

under this Agreement, the City may, but is under no obligation to, obtain the required insurance. Payments made by the City regarding the premiums for the insurance become an additional obligation of Tenant, as Additional Rental to be paid under this Agreement, to be repaid in full to the City, payable on demand, with interest at the Default Rate. The insurance policies must provide for 60 days prior written notice to be given to the City at the addresses set forth in Subsection 3 above, if coverage is substantially changed, reduced, canceled, or non-renewed.

5 Tenant must require all Subcontractors to carry the insurance required in this Agreement, or Tenant may provide the coverage for any or all Subcontractors, and, if so, the evidence of insurance submitted must so stipulate.

6 Tenant and each Subcontractor agree that their insurers must waive their rights of subrogation against the City, its employees, elected or appointed officials, agents or representatives.

7 Tenant acknowledges that any insurance or self insurance programs maintained by the City apply in excess of and do not contribute to insurance provided by Tenant under the Agreement. Tenant acknowledges that any insurance protection, coverages and limits furnished by Tenant under this Agreement in no way limit Tenant's responsibilities and liabilities under this Agreement or by law.

8 Any and all deductibles or self insured retentions on referenced insurance coverages must be borne solely by Tenant.

9 The insurance required to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or by any limitation placed on the indemnity given in this Agreement as a matter of law. If Tenant, or its Subcontractors, desire additional coverage, higher limits of liability, or other modifications for their own protection, Tenant and each of its Subcontractors are responsible for the acquisition and cost of the additional protection. The City's Risk Management Department maintains the right to modify, delete, alter or change the insurance requirements. Notwithstanding anything in this Agreement to the contrary, Tenant may, at its option, include any of the insurance coverage required under this Agreement in either general or blanket policies of insurance. Tenant may use any combination of primary and umbrella (or excess) insurance policies to comply with the insurance requirements set forth above, as long as the resulting insurance coverage is equivalent to the coverages required under this Agreement.

(Sub)Exhibit 9.

(To Retail Concession Lease And License Agreement With
Nuts On Clark Union Station, Inc.)

ACDBE Special Conditions And Related Forms.

**DRAFT – Subject to Revision
SAMPLE SPECIAL CONDITIONS REGARDING
DISADVANTAGED BUSINESS ENTERPRISE 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, 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 Part 23 requirements will not diminish or supplant the Tenant’s obligations to comply with non-discrimination 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.

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 ACDBE that has been certified 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 that have also been certified by the Illinois UCP.

In accordance with Part 23, Subpart B, the City has submitted an ACDBE Program for approval by the FAA. Upon approval, the City will provide a copy to Tenant. Until such time as the ACDBE Program is approved, the City continues to administer its concession program pursuant to Part 23 requirements, as documented in these Special Conditions. 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 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 is in the process of completing new 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 (all other types of concessions) and described further below.

Until such time as the new aspirational goals are approved by the FAA, the City will continue to use its FY2005 goals of 18.18% for O'Hare and 24.49% for Midway Airports. These goals reflect combined non-rental car and rental car concessions. The new aspirational goals will, in accordance with Part 23, Subpart D, have separate goals for non-rental car and rental car concessions.

The aspirational goals are for the City's concessions program as a whole. With respect to this Agreement, the City established a contract-specific ACDBE Participation Goal of 30 percent at the time that the City issued a Request for Proposals. Tenant's proposal either included participation by ACDBE(s) that met or exceeded that ACDBE Participation Goal or Tenant demonstrated good faith efforts, as defined in Part 23, to meet that ACDBE Participation Goal.

III. TENANT'S ACDBE COMMITMENT

A. INITIAL ACDBE COMMITMENT

The extent and nature of ACDBE participation commitment by Tenant is documented in Schedule D attached to these Special Conditions ("ACDBE Commitment"). ACDBE Commitment in the form of ACDBE(s) acting as sublicensee(s) or subcontractor(s), if any, is further documented in Schedule(s) C attached to these Special Conditions. ACDBE Commitment in the form of ACDBE(s) acting as joint venture member(s) is documented in Schedule B and the joint venture agreement attached to Schedule B.

B. CHANGES IN ACDBE PARTICIPATION

Arbitrary changes by the Tenant in its ACDBE Commitment are prohibited. Further, after entering into an agreement with each approved ACDBE, Tenant and each ACDBE must thereafter neither terminate the agreement, reduce the scope of the ACDBE's participation in the concession, nor decrease the compensation to the ACDBE, without in each instance receiving the prior written approval of the Commissioner. Tenant must promptly notify the Commissioner of any proposed change in an agreement between Tenant and an ACDBE. If the ACDBE is a subcontractor, a copy of the proposed amendment to the subcontract must be provided. If the ACDBE is a joint venture member, a copy of the proposed amendment to the joint venture agreement must be provided. 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 or substitute ACDBE(s) must be retained by Tenant 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 D, B or C, 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 subcontract, sublicense or joint venture 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 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. Failure to comply with the foregoing shall be an event of default under the Agreement.
2. Tenant's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will NOT be acceptable include: A 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 (unless every reasonable effort has already been taken to

have the issues resolved or mediated satisfactorily); and a ACDBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

D. ACDBE SUBSTITUTION

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 agreement under which the ACDBE will participate; and a letter of intent signed by Tenant and the ACDBE to enter into such an 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 fifteen working days after the submittal of a complete request. The response may be in the form of requesting more information, or requesting an interview.

Actual use of an ACDBE should not be made by Tenant before City approval is given. An agreement between Tenant and the ACDBE must be executed within the time specified by the City, and a fully executed copy of the agreement must be submitted immediately to the City.

E. AGREEMENT EXTENSIONS

If the Agreement contains a term extension option, as a condition precedent to exercise of the option the Tenant will be required to revisit and possibly adjust its ACDBE Commitment 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 subcontracts, sublicenses or joint venture agreements, to reflect any required changes to the ACDBE Commitment.

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:

1. Tenant is an ACDBE. When Tenant is an ACDBE or 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.
2. Separate locations. When an ACDBE performs as a sublicensee to Tenant with its own concession location or 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.
3. Joint venture, no separate 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. When the City has reason to doubt the extent of an ACDBE joint venturer's commercially useful contribution towards the concessionaire's gross receipts, the City may require Tenant to submit evidence to substantiate the ACDBE's contribution.
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 a 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 requirements of 49 CFR §23.53. Rental car companies may include purchases or leases of vehicles from any vendor that is a certified ACDBE. If a rental car company chooses to include purchases or leases of vehicles from an ACDBE vendor, the rental car company must also submit to the Commissioner documentation of the good faith efforts it has made to obtain ACDBE participation from ACDBE providers of other goods and services. 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 a 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.
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 must 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 are 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 D and its Schedule B or C, must conform to its stated area of specialization. If, during the course of this Agreement, Tenant proposes to amend Schedules D, B or C so that an ACDBE performs additional work or supply additional goods, materials or services not covered by its area of certification, the ACDBE must request an extension of its certification 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 expiration of the Agreement. Tenant grants full access to these records to the City of Chicago, Federal or State authorities, the U.S. Department of Justice, or their duly authorized representatives.

C. REPORTING

Tenant must file monthly ACDBE utilization reports, together with its monthly concession license fee payment, delineating for the month 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 and be notarized.

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 D, B or C, it shall be 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 the City may consider to determine 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.
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 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 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. 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:

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:

Department of Procurement Services
City Hall, Room 403
121 N. LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Attention: Deputy Commissioner for Commercial Development

Department of Law
30 North LaSalle Street, Room 900
Chicago, Illinois 60602

- 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.
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 a 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.

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.

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 AGREEMENT WITH ACDBE

If Tenant has not complied with the requirements of an agreement between Tenant and an ACDBE, 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 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.



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lupatkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

October 10, 2006

Mrs. Estelle Kenney, President
Nuts on Clark/Midway Airport
3830 N. Clark Street
Chicago, IL 60613

Annual Certificate Expires: November 1, 2007
Vendor Number: [REDACTED]

Dear Mrs. Kenney:

We are pleased to inform you that Nuts on Clark/Midway Airport has been certified as an Airport Concession Disadvantaged Business Enterprise (ACDBE) by the City of Chicago in accordance with 49 CFR Part 23. This ACDBE certification is valid until **November 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by November 1, 2007.

As a condition of continued certification during this five-year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Please note that you must include a copy of your most current Federal Corporate Tax Return. Failure to file this Affidavit will result in the termination of your certification. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the Illinois Unified Certification Program (IUCP) Directory of Disadvantaged Business Enterprises in the specialty area(s) of:

**Airport Concessions: Nuts, Candy, Popcorn,
Confections and Gourmet Foods**

Your firm's participation on City contracts will be credited only toward ACDBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward ACDBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Airport Concession Disadvantaged Business Enterprise Program.

Sincerely,

Lori Ann Lybson
Deputy Procurement Officer

LAL/kp





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

October 6, 2006

Estelle Kenney, President
"Nuts on Clark Street" Union Station
3830 North Clark Street
Chicago, Illinois 60613

Annual Certificate Expires:
Vendor Number:

June 1, 2007

Dear Ms. Kenney:

The City of Chicago Department of Procurement Services has reviewed your *Continued DBE Eligibility Affidavit* and supporting documentation and are pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your certification is in effect for a five (5) year period. Your next **No Change Affidavit** is due June 1, 2007. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Meira and Pace.

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you **must** provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP DBE Directory under the following category name:

Confectionery and Nuts Stores

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at (agency web site address).

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,

Kori Ann Lypton
Deputy Procurement Officer
LAL/kp

IL UCP HOST: City of Chicago



(Sub)Exhibit 10.
(To Retail Concession Lease And License Agreement With
Nuts On Clark Union Station, Inc.)

Economic Disclosure Statement And Affidavit.

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

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Nuts on Clark/Midway Airport, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

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

OR

3. a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 3800 N Clark Street, Chicago, Illinois 60613

C. Telephone: 773-549-8622 Fax: 773-549-6164 Email: nutsonclark@nutsonclark.com

D. Name of contact person: Estelle Kenney

E. Federal Employer Identification No. (if you have one): [REDACTED]

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

Food Concessions at Chicago O'Hare International Airport

G. Which City agency or department is requesting this EDS? Department of Aviation

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
 - Publicly registered business corporation
 - Privately held business corporation
 - Sole proprietorship
 - General partnership
 - Limited partnership
 - Trust
 - Limited liability company
 - Limited liability partnership
 - Joint venture
 - Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?
- Yes
 - No
 - Other (please specify)

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

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name	Title
Estelle Kenney	President and Director
Carla Kenney-Phillips	Secretary and Director

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Estelle Kenney	3800 N. Clark Street, Chicago, IL 60613	80%
Carla Kenney-Phillips	3800 N. Clark Street, Chicago, IL 60613	20%

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

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

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

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

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?
 Yes No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).
N/A

SECTION IV – DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
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N/A

(Add sheets if necessary)

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

SECTION V – CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

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

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
 - d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).
5. Certifications (5), (6) and (7) concern:
- the Disclosing Party;
 - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
 - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
 - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

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

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

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

Disclosing Party certifies to the above statements in this Part B.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

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

None

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[] Yes [x] No

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

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

Does the Matter involve a City Property Sale?

[] Yes [] No

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

Name	Business Address	Nature of Financial Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

 2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI – CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question (1) or (2) above, please provide an explanation:

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

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

Nuts on Clark/Midway Airport, Inc.

(Print or type exact legal name of Disclosing Party)

By: *Estelle Kenney*
(Sign here)

Estelle Kenney

(Print or type name of person signing)

President

(Print or type title of person signing)

Signed and sworn to before me on (date) March 21, 2025

at Cook County, Illinois (state).

Nicole Widel

Notary Public

Commission expires: January 24, 2027



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS

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

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

Yes No

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

Yes No The Applicant is not publicly traded on any exchange.

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

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

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

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

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

Yes

No

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

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

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

Exhibit "D".
(To Ordinance)

Automated Retail License Agreement With MAG USA Lounge Management LLC.

This Automated Retail License Agreement ("**Agreement**") is entered into as of _____ of 2021 ("**Effective Date**"). The Agreement is by and between MAG USA Lounge Management LLC ("**Licensee**"), and the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois ("**City**"), acting through its Chicago Department of Aviation ("**CDA**" or "**Department**").

BACKGROUND

The City owns and, through CDA, operates Chicago O'Hare International Airport ("**O'Hare**" or the "**Airport**"). O'Hare includes an international terminal, three domestic terminals, a multimodal facility and a transportation center (collectively, the "**Terminals**"). The City has determined that certain portions of the Terminals will be used for food, beverage and retail concessions designed to serve the needs of Airport patrons and employees and desires to operate its concession program at the Terminals to strive to meet the needs and desires of Airport users by providing first-class food, beverage, retail and service facilities.

The City issued a Request for Proposals ("**RFP**") for a concession at the Airport and Licensee responded with a proposal to operate a concession featuring convenience, food, beverage, gift and vending merchandise at O'Hare. The City desires to grant Licensee, and Licensee desires to accept, a license to operate such a concession at the Terminal location(s) identified in this Agreement, all under the terms and conditions of this Agreement.

The City has selected Licensee to provide automated retail, services, and food facilities and/or kiosks in the Terminals. These automated facilities should utilize the latest in technology offering customers the ability to purchase branded food, beverage or retail products or provide interactive services via automated retail vending machines with touch screen or e-commerce technology.

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

Therefore, the City and Licensee agree as follows:

TERMS AND CONDITIONS

ARTICLE 1. CITY APPROVAL

This Agreement is subject to approval by the City Council of the City of Chicago. The City is not bound by the terms of this Agreement until such time as it has been approved by the City Council and has been duly executed by the Mayor of Chicago or the Mayor's proxy. As

provided in Section 11.13, where the approval or consent of the City is required under this Agreement, unless expressly provided otherwise in this Agreement, it means approval or consent of the Commissioner, the Commissioner's authorized representative or such other person as may be duly authorized by the City Council. As provided in Section 11.03, unless expressly provided otherwise in this Agreement, any amendment of this Agreement will require execution by the Mayor or the Mayor's proxy. As further provided in Section 11.03, any amendment that would cause the Agreement to no longer substantially conform to that approved by City Council, will require approval by City Council.

ARTICLE 2. INCORPORATION OF BACKGROUND AND EXHIBITS

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

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

Exhibit 1	Licensed Spaces and Confirmation(s) of DBO
Exhibit 2	Fees
Exhibit 3	Development Plan
Exhibit 4	Products and Price List
Exhibit 5	Form of Letter of Credit
Exhibit 6	Insurance Requirements
Exhibit 7	ACDBE Special Conditions and Related Forms
Exhibit 8	MBE\WBE Special Conditions and Related Forms
Exhibit 9	Economic Disclosure Statements and Affidavits
Exhibit 10	Airport Concessions Program Handbook
Exhibit 11	Liquidated Damages
Exhibit 12	Utility Usage Fee

ARTICLE 3. DEFINITIONS

3.1 Definitions. In addition to terms defined in the background and elsewhere in this Agreement, the following words and phrases will have the following meanings for purposes of this Agreement:

"Additional Fees" means all sums due to the City from Licensee under this Agreement other than the Licensee Fee, Percentage Fee and Minimum Annual Guarantee.

"Additional Space" means space for Licensee to install additional automated retail vending machines or additional Storage Space that becomes part of the Licensed Space after the Effective Date pursuant to Section 5.03, but does not include Relocation Space.

"Additional Space Connection Fee" means a one-time, non-refundable fee allocated to an automated retail vending machine to be installed in Additional Space equal to the actual City costs, if any, required to install and/or upgrade the utilities such that the utilities are accessible to the automated retail vending machine within the Additional Space, plus the actual costs, if any, for changes necessary to the design elements of the applicable Vending Zone to maintain design

quality and consistency of such Vending Zone following the incorporation of the Additional Space, and any other additional costs incurred in connection with designing and constructing Additional Space in the Vending Zone.

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

"Airport Concession Disadvantaged Business Enterprise" or "ACDBE" has the meaning set forth on Exhibit 7.

"Airport Concession Program Handbook" means the handbook developed by CDA to govern the uniform operation of the concessions' programs at the Airport. The Airport Concession Program Handbook is available on the CDA website and may be amended from time to time by CDA. Any amendment of the Airport Concession Program Handbook by CDA during the Term of this Agreement will be binding on Licensee without need for amendment of this Agreement, provided that the amendment of Airport Concession Program Handbook does not conflict with the other terms and conditions of this Agreement.

"Agreement" means this Automated Retail License Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms, as may be amended, restated, modified or supplemented from time to time.

"Chief Procurement Officer" means the Chief Procurement Officer of the City and any representative duly authorized in writing to act on his or her behalf.

"Commissioner" means the head of the Department and any City officer or employee authorized to act on the Commissioner's behalf. City contractors and consultants, including the Concession Management Representative, have no authority to grant approvals or consents required to be granted by the Commissioner under this Agreement, except where such person is expressly authorized to do so.

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

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

"Concession" means Licensee's business of offering the Products identified in Exhibit 4 for sale to the public through automated retail vending machines and performing the Services pursuant to this Agreement.

"Concession Management Representative" or "CMR" means the entity retained by the City to assist in overseeing concessions at the Airport.

"Connection Fee" means a non-refundable fee, payable in two installments pursuant to

Section 6.02(c), allocated to each automated retail vending machine equal to the Vending Zone Improvement Costs of all Vending Zones divided by the aggregate number of automated retail machines located in the Vending Zones; provided, however, that regardless of the Vending Zone Improvement Costs, the Connection Fee with respect to a Vending Zone will not exceed \$2,500.

"Date of Beneficial Occupancy" or "DBO" means the date that is the earlier to occur of (A) or (B), as follows:

- A. the date that is one hundred eighty (180) days after the first Delivery Date of the Licensed Retail Space; provided, however, that this one hundred eighty (180) day date shall be extended one day for each day Licensee has demonstrated to the satisfaction of the Commissioner that Licensee was delayed from commencing retail sales in all Licensed Retail Spaces due to force majeure pursuant to Section 11.20; or
- B. the date Licensee commences retail sales in any portion of any of the Licensed Retail Spaces.

The DBO shall be confirmed in writing by the parties, and such written "Confirmation of DBO" shall thereafter be attached to Exhibit 1 of this Agreement without need for a formal amendment of this Agreement.

"Default Rate" means 12% per annum.

"Delivery Date" means, with respect to each Licensed Space, the date upon which the City grants Licensee permission to use such Licensed Space.

"Department" means the Chicago Department of Aviation, also known as CDA. "Development Plan" means Licensee's conceptual plans, budget and other design specifications for the Licensed Retail Spaces and Licensee's schedule for commencement of retail sales in each Licensed Retail Space. The Development Plan is attached hereto as Exhibit 3.

"Distribution Fee" means the amount, if any, payable pursuant to Section 4.07(f) for Licensee's use of a centralized distribution and storage facility.

"Environmental Laws" means collectively, all applicable federal, state and local environmental, safety or health laws and ordinances and rules or applicable common law, including the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §300(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.

“EDS” means the City’s Economic Disclosure Statement and Affidavit.

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

“Fees” means all amounts payable by Licensee in connection with this Agreement, including but not limited to the License Fee, Percentage Fee, Minimum Annual Guarantee, Additional Fees and any liquidated damages specified in the Agreement for non-compliance with the City’s requirements for Concession operations.

“Gross Revenues” means the sum of all amounts collected in cash or credit card receipts. Gross Revenues will be determined without any deduction on account of the costs of furnishing the automated retail vending machines or the Services, the costs of materials used, labor or service costs of any other expenses whatsoever. Without limiting the foregoing, Gross Revenues do not, however, include the following:

- A. any sums collected and paid out by Licensee for any sales, retail excise, use, privilege, or retailers occupation taxes now or later imposed by any duly constituted governmental authority;
- B. the amount of any cash or credit refund made upon any sale, but only if the original sale was made from an automated retail vending machine as part of the Concessions and included in Gross Revenue;
- C. bona fide transfers of Products to or from the Licensed Spaces to any other stores or warehouses of Licensee;
- E. returns to shippers, suppliers or manufacturers;
- F. bulk sales of Products inventory not sold to the public and not in the ordinary course of business; and
- G. insurance proceeds received from the settlement of claims for loss of or damages to Products, fixtures, trade fixtures and other Licensee personal property other than the proceeds of business interruption insurance.

“License” means the privilege granted to Licensee under this Agreement to operate the Concession and conduct the Services in the Terminals.

“License Fee” means the Fee payable by Licensee for the License, equal to the greater of the Percentage Fee or Minimum Annual Guarantee, as set forth in Section 6.01 and Exhibit 2.

“License Year” means

- A. for the initial License Year of this Agreement, a period beginning on the Date of Beneficial Occupancy and ending on December 31 of that calendar year, and
- B. for the balance of the Term, each successive calendar year, but including only that portion of the calendar year prior to the date on which the Term expires, or the

Agreement is otherwise terminated.

"Licensed Retail Space" means each Licensed Space designated under this Agreement for Licensee to install and operate Licensee's automated retail vending machines.

"Licensed Space" means all Licensed Retail Spaces and Storage Spaces, if any, the City permits Licensee to use for the sole purpose of exercising the License pursuant to this Agreement, as identified in Exhibit 1, which such Exhibit may be modified from time to time as Licensed Space may be added, removed, or relocated in accordance with Article 5.

"Marketing Fee" means Licensee's contribution for promotions at the Airport, as set forth in Section 4.09(a).

"Minimum Annual Guarantee" or "MAG" means the minimum amount payable each License Year for the License Fee as set forth in Exhibit 2.

"Monthly Reports" has the meaning set forth in Section 6.04(1).

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

"Products" means the convenience merchandise, food and beverage menu items, Chicago oriented gift items, vending items and related merchandise that Licensee is permitted to sell in its Licensed Retail Space and maintain in inventory in its Storage Space, if any, under the terms of this Agreement, as set forth by category or item in Exhibit 4. Licensee was selected by the City specifically to sell the Products identified in Exhibit 4 and is not permitted to sell any items or types of items not identified in Exhibit 4 unless otherwise agreed in writing by the Commissioner.

"Response" means the response to the RFP Licensee submitted to the City.

"Service Schedule" has the meaning set forth in Section 4.02(g).

"Services" means the services necessary to carry out the responsibilities of Licensee under this Agreement including but not limited to the installation, operation, maintenance, and repair of automated retail vending machines furnished by Licensee to a Licensed Retail Space for operation of the Concession in accordance with this Agreement.

"Storage Space" means a Licensed Space as may be designated by the Commissioner from time to time in the Commissioner's sole discretion for use by Licensee to store inventory and supplies.

"Subcontractor" means any person or entity with whom Licensee contracts with to provide any part of the Services. The term "Subcontractor" also includes subconsultants of any tier, subcontractors of any tier, suppliers and materialmen, whether or not in privity with Licensee.

"Term" means the period of time beginning on the Effective Date and ending at 11:59 p.m. on the fifth anniversary of the DBO, unless otherwise extended pursuant to Section 7.03 herein, or, unless this Agreement is terminated earlier in accordance with its terms.

"Utility Usage Fee" means the fee for utilities used by Licensee's automated retail

vending machines, calculated as set forth in in Exhibit 12.

“Value Pricing” has the meaning set forth in Section 4.04(a)(1).

“Vending Zone” means a designated location(s) within the Terminals defined by an official outline drawing where a grouping of one or more automated retail vending machines are located in close proximity. The size and/or location of a Vending Zone may change at the sole discretion of the City. The anticipated Vending Zones and automated retail vending machines to be located in each Vending Zone, as of the date of this Agreement, are listed in Exhibit 1, which may be updated from time to time, and such periodic updates shall not require an amendment to this Agreement.

“Vending Zone Improvement Costs” means, for each Vending Zone, the actual costs of the Vending Zone Improvements for that Vending Zone.

“Vending Zone Improvements” means:

- A. the construction required to install and/or upgrade any elements of the electrical systems to make such electrical system accessible within a Vending Zone to support the automated retail vending machines therein; provided, for the avoidance of doubt, any construction required to make any utility other than electricity accessible within a Vending Zone does not constitute a Vending Zone Improvement;
- B. the construction of any design elements related to a Vending Zone (including, but not limited to, shrouds to create semi-enclosed spaces around each Vending Zone); and
- C. any other work performed in connection with the initial design and construction of a given Vending Zone.

3.2 Interpretation.

(a) The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) The term “person” includes firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(c) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(e) Words in the singular include the plural and vice versa. Words of the masculine, feminine or neuter gender include correlative words of the other genders.

(f) Where the approval or consent of Licensee is required under this Agreement, it

means the approval or consent of Licensee's authorized representative. To be binding on the City, all approvals or consents must be in writing and signed by the appropriate City representative.

(g) All references to a number of days mean calendar days, unless expressly indicated otherwise.

ARTICLE 4. LICENSE AND LICENSEE'S OBLIGATIONS

4.1 Concession License. As of the Effective Date, the City grants Licensee a License to operate the Concession in the Terminals. Licensee accepts the License from the City and assumes the duties of Licensee provided in this Agreement and in the Airport Concession Program Handbook. Licensee's obligation to provide the Services, including installation, operation, stocking, repair, and maintenance of the automated retail vending machines will be at Licensee's own expense, unless otherwise set forth herein. Licensee understands and agrees that the License will terminate upon the expiration or earlier termination of this Agreement. If Licensee complies with the terms of this Agreement, Licensee will have the right of ingress to and egress from the Licensed Spaces, for Licensee, its officers, employees, agents, Subcontractors, vendors, suppliers, and invitees, subject to all statutes, ordinances, rules and regulations from time to time enacted or established by the City, the FAA, the TSA or any other governmental agency or authority having jurisdiction. Licensee must not conduct the Concession in a manner that, in the judgment of the Commissioner:

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

4.2 No Assignment, Sublicense or Other Uses. Licensee understands and agrees that the locations of the Licensed Retail Spaces were determined by the City so that the Concession operated by Licensee is an element of an overall concession program and, as such, complements and does not conflict with other concessions in the vicinity of such Licensed Retail Space. Accordingly, Licensee acknowledges that the principal purpose of this Agreement is to provide Licensee a License to operate its Concessions in the Licensed Retail Spaces without right of sublicense or assignment and that any attempted sublicense, assignment or other use of the Licensed Retail Spaces without the written consent of the City in accordance with the terms of this Agreement is absolutely prohibited and is an Event of Default except as otherwise permitted pursuant to Section 10.5.

43 Products.

(a) General Products Requirements. Exhibit 4 to this Agreement lists, by general category or specific item, all Products that Licensee is allowed to sell under the License from Licensee's automated retail vending machines and the prices to be charged to the public. Products that Exhibit 4 indicates are mandatory, if any, must be offered for sale to the public by Licensee. If Exhibit 4 is stated in general terms, upon request, Licensee must provide the Commissioner with a complete list of all Products and prices within five (5) days of such request. The City's execution of this Agreement constitutes its approval of the sale of the products, services, and pricing reflected in Exhibit 4 on the Effective Date. Any changes to Exhibit 4 are subject to the Commissioner's prior written approval. Upon such approval, Exhibit 4 may be amended without need for formal amendment of this Agreement pursuant to Section 11.03.

(b) Product Inventory Obligations. Products offered from the automatic retail vending machines must be new, fresh and of top quality. Licensee must store, out of sight of customers, Products in excess of the amount needed to stock displays. Licensee must stock and store a sufficient amount of each Product so as to maximize Gross Revenues, subject to and consistent with Licensee's and the City's desire to accommodate the convenience and needs of the Airport's patrons. Each automated retail vending machine must remain stocked at or above ninety (90%) percent of menu availability at all times and must be restocked within 48-hours, or upon the written request by Licensee, such other period of time approved by the Commissioner, which such approval shall not be unreasonably withheld, if inventory falls below sixty (60%) percent. If Licensee fails to timely restock an automated retail vending machine's inventory in accordance with this Section 4.03(b), then, in addition to all other remedies the City may have at law, in equity or under this Agreement, and immediately following the 48-hour period in which inventory of the automated retail vending machine remained below sixty (60%) percent, Licensee may incur, as liquidated damages and not as a penalty, an amount as outlined in Exhibit 11.

(c) Product Quality. At any time, the Commissioner or CMR may review the quality of the Products then being offered for sale by Licensee and require improvements in the quality of the Products or elimination of particular items that the Commissioner determines raise safety or security issues; provided, however, potential changes to the items as set forth in this section shall be required only if reasonably agreed to by Licensee; provided, further, changes to remedy safety or security issues are required at the Commissioner's sole discretion and do not require Licensee's approval. Following the Commissioner's written notice to Licensee, Licensee shall within five (5) days for perishable items and fifteen (15) days for nonperishable items to rectify or modify the quality of the Products or eliminate the particular items, as applicable. Failure to comply within five (5) days for perishable items and fifteen (15) days for nonperishable items will constitute an Event of Default. Licensee's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day or fifteen-day cure period, the Commissioner will assess Licensee, as liquidated damages and not as a penalty, an amount as outlined in Exhibit 11.

44 Pricing.(a) Value Pricing.

(i) Licensee shall comply with the City's Value Pricing policy. The policy generally requires a retailer charge a price for a product or service at the Airport as the same price charged for the same product or service at similar locations in the City (each such store hereinafter referred to as a "Benchmark Location," and, such policy hereinafter referred to as "Value Pricing"). Licensee will propose Benchmark Locations subject to approval by the City. The following locations and areas shall be excluded when establishing Benchmark Locations: hotel restaurants or kiosks, bus and train transportation centers, entertainment centers, arenas, theaters, convention centers or similar venues unless expressly approved in writing by the City. Benchmark Location exclusions may change throughout the Term as determined necessary by the City. If Licensee or its Subcontractors currently operate the exact concession at other locations in the City of Chicago, then those locations may be designated Benchmark Locations. Otherwise, Benchmark Locations will be selected based on locations that offer automated retail comparable to the proposed concept.

(ii) Licensee must submit to CMR, within thirty (30) days after the end of each License Year, or as requested from time to time by the Commissioner or CMR, a pricing report demonstrating compliance by Licensee with the Value Price requirements. Any prices that the Commissioner or CMR determines to be inconsistent with the Value Price requirements must be adjusted accordingly. At any time, and from time to time, the Commissioner or CMR may review the prices of the Products then being offered for sale by Licensee and require adjustments in prices of the Products or particular items in order to comply with the Value Price requirement. Following the CMR's written notice to Licensee, Licensee shall promptly adjust the price of the Products or particular items, as applicable. Failure to comply within five (5) days will constitute an Event of Default. Licensee's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five- day cure period, the Commissioner will assess Licensee, as liquidated damages and not as a penalty, an amount as outlined in Exhibit 11.

(b) Approval of Price Increases. Licensee shall not increase the price of any Product from the price listed in Exhibit 4 without the prior written approval of the Commissioner as set forth in Section 4.03(a).

(c) Other Pricing Policy. The Commissioner may adopt other reasonable pricing policies, with which Licensee and Subcontractors shall comply, to restrict overcharging and price gouging, but in no event shall the Commissioner require prices lower than the established Value Pricing.

45 Automated Retail Vending Machine Standards.

(a) Appearance and Inspection. Licensee must supply, at its own expense, each automated retail vending machine, all equipment required to operate such automated retail vending machines and any other equipment required by this Agreement. All automated retail vending machines must be, new or like new, and of the highest quality. The Commissioner and CMR have

the right to inspect any automated retail vending machine installed in a Licensed Retail Space. Licensee must conduct the Concession operations in a first-class, businesslike, efficient, courteous, and accommodating manner consistent with the "**Physical Inspection Standards**" that appear in Appendix 1 of the Airport Concession Program

Handbook to the extent such standards are applicable to the vending services industry. The Commissioner and CMR have the right to make reasonable objections to an automated retail vending machine if the appearance or condition do not comply with the terms of this Agreement. Licensee must discontinue or remedy any non-compliant practice, appearance or condition within fifteen (15) days following receipt of such written objection (or immediately upon receipt if the Commissioner or CMR deems non-compliance hazardous or illegal). Licensee's failure to timely cure the non-compliance identified by the Commissioner or CMR would cause the City damages that would be difficult or impossible to prove or quantify. Accordingly, if Licensee fails to timely cure non-compliance, then, in addition to all other remedies the City may have at law, in equity or under this Agreement, and beginning on the first day after expiry of the fifteen-day (15) cure period, Licensee must pay the City, as liquidated damages and not as a penalty, the amounts outlined in Exhibit 11.

(b) Right to Require Replacement. In addition to the foregoing, the City may require Licensee replace any automated retail vending machine at any time during this Agreement if: (i) Licensee does not timely cure any non-compliance identified pursuant to Section 4.05(a), or (ii) the automated retail vending machine is deficient in any of the ways set forth in Section 4.06(c), and after giving Licensee written notice of such deficiency and reasonable time to cure following such notice, Licensee has failed so cure.

(c) Operating Instructions; Refunds: Licensee must provide visible, easily accessible and understood operating instructions for customers at each Licensed Retail Space for each automated retail vending machine therein. Licensee must provide customers with an explicit explanation of where and how malfunction issues and refund requests may be made for each automated retail vending machine.

(d) Forms of Payment. Each of Licensee's automated retail vending machines must accept at least three nationally recognized credit cards, including but not limited to, American Express, Visa, MasterCard and Discover, as suitable payment for the sale of all Products. Licensee's failure to accept the required forms of payment at an automated retail vending machine would cause the City damages including, among other things, loss of goodwill, which would be difficult or impossible to prove or quantify. As such, and in addition to all other remedies the City may have at law, in equity or under this Agreement, Licensee will incur, as liquidated damages and not as a penalty, the amounts outlined in Exhibit 11 upon failure to accept the required forms of payment detailed herein and has not cured such failure within 72 hours of actual knowledge of such breach.

4.6. Installation, Repairs and Maintenance.

(a) Installation, Operation and Maintenance Standards. Licensee must install, operate and maintain each automated retail vending machines in accordance with the following standards: (i) applicable requirements of the Municipal Code of Chicago; (ii) applicable standards of the Airport Concession Program Handbook; (iii) applicable written standards of the City's Department of Buildings; (iv) any requirements set forth in the RFP or the Response; (v) applicable manufacturer's specifications; (vi) Licensee's standard operating practices and procedures; and

(vii) all other provisions of this Section 4.05. Installations and maintenance conducted by Licensee must also comply with all applicable federal, state and local laws, regulations, decrees, orders and judgments. To the extent that these standards are inconsistent, the strictest standard will apply, or, in the case of a conflict, the Commissioner will determine which standard applies. Licensee must take all necessary safety precautions to prevent accidents or injury to persons on, about or adjacent to any Licensed Retail Space where installation of one of Licensee's automated retail vending machines is performed and must not install an automated retail vending machine on or over the boundaries of the Licensed Retail Space.

(b) Installation and Maintenance Costs. Except as otherwise expressly set forth in this Agreement, Licensee must pay all direct and indirect costs of installing and conducting maintenance on Licensee's automated retail vending machines.

(c) Approval Prior to Installation. No automated retail vending machine or related equipment may be installed in, removed from or relocated within, any Licensed Retail Space without prior written approval of either the Commissioner or CMR and the issuance of the required permits, if any. The Commissioner and CMR may inspect any automated retail vending machine prior to installation of such automated retail vending machine. Licensee must submit to the Commissioner and CMR all manufacturer's documents including the energy usage specifications, the energy efficiency specifications, standards and procedures for installation and operating manuals as well as the proposed Service Schedule for such automated retail vending machine for review and approval prior to installation. The Commissioner or CMR may reject any automated retail vending machines considered for approval pursuant to this Agreement that he or she believes would not operate efficiently or satisfy the purposes of this Agreement. Grounds for rejecting an automated retail vending machine prior to installation include, but are not limited to, the following: (1) the automated retail vending machine has obvious external damage, is unattractive or does not reasonably appear to be "new" or "like-new"; (2) the model of the automated vending retail machine is outdated or is not of the highest standard of quality; or (3) the automated retail vending machine does not meet another requirement set forth in this Agreement.

(d) Maintenance Service Schedule. Prior to the installation of an automated retail vending machine, Licensee shall establish an initial servicing schedule for such automated retail vending machine with service scheduled at least once per week, or such greater amount as Licensee determines necessary based upon projected usage and sales (the "Service Schedule"). Once an automated retail vending machine has been installed, the City and Licensee will review the related Service Schedule, when determined necessary by the City, in its sole discretion, and shall make any adjustments to such Service Schedule needed based upon sales and/or product usage. Any adjustments to the Service Schedule shall be mutually agreed upon by the City and Licensee. In no case shall an automated retail vending machine be serviced less than once per week unless agreed to in writing by the Commissioner. Licensee will provide the City a copy of the initial Service Schedule for each automated retail vending machine prior to installation of such automated retail vending machine and an updated Service Schedule following any adjustments thereto.

(e) **Repairs and Replacement.**

(i) If any automated retail vending machine is damaged or is inoperable or for any reason, Licensee must repair or replace such automated retail vending machine, in a manner acceptable to the Commissioner, as promptly as possible; provided, all repairs must be performed within 48-hours of when Licensee became aware of such damage or inoperability unless additional time is granted in writing by the Commissioner. Alternatively, Licensee may replace such automated retail vending machine; provided, such replacement automated retail vending machines must be installed by Licensee and fully operable within five (5) days of when Licensee became aware of the damage or inoperability. The replacement automated retail vending machine must new or like new, carry the same Products as the damaged automated retail vending machine, and meet all other requirements set forth in this Agreement. The time for repair or replacement may be extended at the discretion of the Commissioner. Licensee's failure to timely repair or replace the applicable automated retail vending machine would cause the City damages including, among other things, loss of goodwill, which would be difficult or impossible to prove or quantify. As such, and in addition to all other remedies the City may have at law, in equity or under this Agreement, Licensee will incur, as liquidated damages and not as a penalty, the amounts outlined in Exhibit 11 upon failure to complete any replacement or repairs required under this Section within the applicable cure period.

(ii) The City, in its sole discretion, reserves the right to require Licensee to replace any automated retail vending machine that requires significant refurbishment, is frequently in need of repairs, has repeated malfunctions or which is otherwise deemed to not adequately serve the public.

(iii) Any repair person dispatched by Licensee must be well-trained and knowledgeable about vending equipment and must be able to efficiently and effectively repair vending equipment. Licensee must ensure that all repair persons carry photo identification whenever making a service call to an automated retail vending machine.

(f) Reporting Damage. Licensee must immediately report any damage arising out of Licensee's performance under this Agreement to the City. Any damage to City or third-party property due to Licensee's installation or maintenance work under this Agreement must, at Licensee's expense, be repaired, replaced or restored by Licensee to at least an equivalent condition as before such damage occurred.

(g) Sanitation, Disposal of Refuse and Cleanings.

(i) Licensee must take whatever action is reasonably necessary to maintain the highest standards of sanitation and cleanliness in the Licensed Retail Spaces to the extent such action is consistent with vending services industry standards. Licensee's commitment to the maintenance of a clean and attractive environment in the Licensed Retail Spaces is consistent with vending services industry standards. Immediately following any installation of or maintenance to an automated retail vending machine, Licensee must clean up and properly dispose of all refuse and waste materials resulting from such installation or maintenance.

(ii) Licensee must thoroughly clean (inside and out) all automated retail

vending machines as often as is reasonably necessary, but at least twice per calendar year. If Licensee becomes aware that an automated retail vending machine requires cleaning outside of those regularly scheduled, Licensee must clean such automated retail vending machine as promptly as possible, but in any event within seven (7) days of discovering such need. Licensee shall schedule cleanings primarily before 5:30 a.m. or after 10:30 p.m. when passenger traffic is light, or as otherwise approved by the City.

4.7 Operation of Concession.

(a) Hours of Operation.

(i) Licensee must begin conducting its Concession operations in each Licensed Retail Space within ninety (90) days of the Delivery Date applicable to that Licensed Retail Space and continue operations uninterrupted after that date during all required hours of operation. Each automated retail vending machine shall be operable and available to the public twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. In no event shall the hours of operation be curtailed by Licensee to an extent that the Services conducted pursuant to the License are diminished unless otherwise approved by the Commissioner or CMR in writing. An automated retail vending machine in a Licensed Retail Space is permitted to be temporarily unavailable periodically for restocking, cleaning, maintenance and repair. To the extent possible, such temporary unavailability shall not be during peak passenger times as per published flight schedules. Licensee is required to allow access to its automated retail vending machines to the City twenty-four (24) hours per day.

(ii) Except as otherwise permitted under this Agreement, it is an Event of Default if Licensee fails to operate its Concession from any Licensed Retail Space during all times Licensee is required to do so under Section 4.7(a)(i) and such failure continues for more than three (3) days after the City provides notice of the failure to Licensee. Licensee acknowledges that failure to provide the Concession to the public would cause the City substantial damages, a portion of which may be ascertainable but another portion of which, related to loss of goodwill due to the public's inability to obtain the Products, the provision of which is one of the key purposes of this Agreement, might be difficult or impossible to prove or quantify. Accordingly, in addition to other remedies available to the City for an Event of Default, Licensee must pay the City, as liquidated damages and not as a penalty, in connection with such loss of goodwill, the amounts as outlined in Exhibit 11 on the first day after expiry of the three-day cure period. The obligation to make payments of liquidated damages will continue until the earliest of: (i) the time that the affected portion of the Licensed Retail Space re-opens for business; or (ii) the date that this Agreement expires or is terminated with respect to the affected portion of the Licensed Retail Space.

(b) Personnel.

(i) Licensee must maintain a full time, fully trained staff during the Term of this Agreement having sufficient size, expertise and experience to operate the Concession. Licensee must designate a general manager, experienced in management

and supervision, who has sufficient authority and responsibility to administer and manage the Concession. The general manager (or authorized representative) must be immediately available to the Department during normal business hours. The Commissioner may request removal of the general manager if the Commissioner reasonably determines, in the Commissioner's sole discretion, that the general manager is not performing up to standards consistent with the fulfillment of Licensee's obligations and Licensee agrees to comply with the Commissioner's request; provided that such request is in writing, does not contravene applicable laws, and Licensee is first given an opportunity to respond and address such issues consistent with this Agreement. Licensee's obligation to comply with any such request shall also be subject to restrictions imposed upon it by any collective bargaining agreement or other contract affecting such personnel.

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

(c) Trade Name. Unless otherwise approved by the Commissioner in writing, Licensee must operate the Concession only in Licensee's trade name identified in the Response.

(d) Records and Audit. Licensee must maintain books and records of the operations of the automated retail vending machines and Services, including cash and non-cash revenues generated and unit sales of each Product sold on a monthly basis, with a separate account for each automated retail vending machine and each Vending Zone. All books and records must be maintained in a manner consistent with generally accepted accounting principles and practice.

(e) Licenses and Permits. Licensee must, in a timely manner consistent with its obligations under this Agreement, secure and maintain, or cause to be secured and maintained, at its expense, any permits, licenses, authorizations and approvals necessary under federal, state or local law for Licensee and Subcontractor to operate the Concession; operate, use and maintain the Licensed Spaces; and otherwise comply with the terms of this Agreement and the privileges granted under this Agreement. Issuance of any required permit by the City as to the installation or maintenance of an automated retail vending machine pursuant does not waive other applicable requirements of federal or Illinois law or the Municipal Code of Chicago, and Licensee must comply with such other requirements. Licensee must promptly provide copies of any required licenses and permits to the Commissioner and CMR. If Licensee fails to timely cure non-compliance, then, in addition to all other remedies the City may have at law, in equity or under this Agreement, Licensee must pay the City, as liquidated damages in connection with the loss of

good will among visitors to the Terminals and not as a penalty, the amounts outlined in Exhibit 11.

(f) Distribution and Deliveries. Concession deliveries must be made only within the times and at the locations authorized by the Commissioner and otherwise in accordance with the terms of this Agreement. All deliveries that require access to the aircraft operations area ("AOA") must be made by vehicles and drivers qualified and permitted to drive over AOA roadways. There is currently no central distribution and storage facility at the Airport; however, the City intends to implement such a facility during the Term of this Agreement. Thereafter, at the option of the Commissioner, after first giving reasonable notice to Licensee, the Commissioner may require Licensee to arrange for all deliveries to the central distribution and storage facility, except where delivery to a third party is prohibited by law, such as delivery of liquor, or as otherwise approved by the Commissioner in writing. At the Commissioner's sole discretion, the central distribution and storage facility, if implemented, may be operated by a third-party licensee selected or approved by the Commissioner. If the central distribution and storage facility is implemented, Licensee must pay the City, or the third-party operator, Licensee's proportional share of the cost for deliveries to and distribution from the facility ("Distribution Fee") as determined by the Commissioner. Such Distribution Fee will be intended to cover the costs of delivery as well as development, utility, operation and maintenance costs and other costs associated with the opening and/or operation of the central distribution and storage facility and is considered to be an Additional Fee. Licensee acknowledges that the City will not be responsible for and will have no liability related to the operation of (or the failure to operate) the central distribution and storage facility at the Airport, including lost profits, consequential damages or any other losses or damages whatsoever.

(g) Collections. Licensee is responsible for all collections of Gross Revenues. Collections of Gross Revenues from automated retail vending machines must be accomplished in a prompt and timely manner and may not interfere with use and access of the automated retail vending machines.

(h) Payment Card Industry Compliance. Licensee's Concessions must be and remain compliant with Payment Card Industry Security Standards ("PCI Standards") at all times as the PCI Standards are in effect at such time. Any breach of compliance with the PCI Standards, then in effect and related to the Concessions at the Airport, must be reported to the City within forty-eight (48) hours of Licensee's knowledge of such event. Licensee's failure to be in compliance with the PCI Standards on numerous occurrences (more than one) constitutes an Event of Default under this Agreement.

4.8 Utilities and Utilities Access.

(a) Utility Usage Fee. The City shall charge Licensee the Utility Usage Fee for utilities based on a reasonable estimate of usage for each automated retail vending machine as further defined in Exhibit 12; provided, however, Licensee, may at its sole cost and upon written notification to the City, elect to have the utilities separately metered and the City shall calculate the Utility Usage Fee based on the metered reading of utilities furnished to the automated retail vending machines. Notwithstanding the foregoing, the City, after written notice to the Licensee, may select any other reasonable method for calculating the Utility Usage Fee and such periodic updates shall not require an amendment to this Agreement.

(b) Utilities Access. To the extent Licensee cannot use existing piping, wiring or other existing facilities to access utilities in a Vending Zone for its automated retail vending machines, the City will construct new, different or additional piping or wiring at such Vending Zone to provide utilities access for Licensee's automated retail vending machine. To the extent such construction relates to an automated retail vending machine's ability to access or utilize:

(i) the electrical system, such construction will be a Vending Zone Improvement, and the cost incurred by the City for such Vending Zone Improvement will be covered by collection of the Connection Fee pursuant to Section 6.01;

(ii) any utility other than the electric system, Licensee will be responsible for the actual costs of such construction, and if the related Licensed Space:

- (1) is not Additional Space, such costs will be billed to Licensee as an Additional Fee; or,
- (2) is Additional Space, such costs will be assessed as part of the Additional Space Connection Fee.

4.9 Marketing and Promotion.

(a) Marketing Fee and Advertising Fund. The Department operates a marketing fund (the "Fund") for the purpose of financing a program for advertising and promoting concessions at the Airport. The Program may include advertising, media placements, displays and related upkeep, special events, signage, enclosures, promotional events, brochures, videos and catalogs, mystery shops, market research and surveys, customer service training etc., as appropriate. The Program will be funded by contributions from Licensee and other concessions operators and tenants at the Airport. Licensee will contribute an amount of 0.5% of Gross Revenues per License Year to the Fund (such contribution the "Marketing Fee"). All contributions to the Fund may only be expended for the promotion of concessions and marketing-related staff activities at the Airport and for no other purposes. Licensee shall make its contributions to the Fund monthly in arrears concurrently with its Fee payments under this Agreement. The City may, but is not required to, contribute to the Fund. Licensee has no ownership or beneficial interest whatsoever in the Fund or any unspent moneys therein.

(b) Logo. Licensee agrees to provide, at the sole cost of Licensee and if requested by the City, the City with one (1) logo sign per automated retail vending machine designed and constructed according to City's specifications. The logo sign must be removable. Any future updates and replacements of the logo sign shall be at the sole cost of Licensee at shall be at the sole discretion of the City.

4.10 MBE/WBE Compliance.

(a) As applicable, Licensee shall make good faith efforts to meet the following goals with respect to participation of Minority Business Enterprises/Woman-Owned Business Enterprises ("MBE/WBE") in any design (including professional services) and any construction (including installations) of Licensee undertakes pursuant to this Agreement, respectively: (i) Design: 25% MBE and 5% WBE; and (ii) Construction: 26% MBE and 6% WBE. However, in consideration of the anticipated costs of any such design and construction of the Concession, the City will accept a participation plan that meets a combined single Design and Construction goal of 26%

MBE and 6% WBE participation, which participation may be achieved with any combination of construction and design contracts. The Special Conditions and related forms used by the City in its own procurements are attached hereto as Exhibit 8 and should be used by Licensee's Subcontractors. Licensee must submit to CMR completed Schedules C's and D's from its design and construction Subcontractors demonstrating their percentage MBE and WBE participation commitments, and their good faith efforts to achieve the foregoing goals if the commitments are less than those goals. Thereafter, Licensee must submit periodic reports to CMR, in a form and frequency determined by the Commissioner, documenting its Subcontractors' compliance with their commitments.

ARTICLE 5. LICENSED SPACES

5.1 Location of Automated Retail Vending Machines. Licensee's automated retail vending machines must be located in a Licensed Retail Space identified in Exhibit 1 (or portions thereof as shall be indicated by the City) or other locations pursuant to the terms set forth herein as specified solely by the City. Exhibit 1 may be updated by agreement of the Licensee and the Commissioner from time to time to reflect changes in Licensed Space, including but not limited to any Additional Space or Relocation Space without the need to amend this Agreement. As of the Effective Date, the square footage identified in Exhibit 1 is approximate, and is subject to correction in accordance with field measurements to be taken after completion of the Vending Zone Improvements. All such measurements relating to the Licensed Spaces will be made from the manufacturers dimensions and drawings as identified on Exhibit 1. City is allowing access to the Licensed Spaces for the sole purpose of Licensee exercising the License granted, and no other purpose shall be valid unless otherwise approved in writing by the Commissioner. Licensee must confine Concession operations to Licensed Spaces. Any operation by Licensee of an automated retail vending machine outside of Licensed Retail Spaces is an Event of Default.

5.2 Storage Space. Licensee shall have access to the Storage Space, if any, identified in Exhibit 1. Storage Space is to be used to store inventory and supplies in order to facilitate use of the License. No Storage Space shall be used for purposes other than supporting Licensee's use of the License. If the Commissioner determines that Licensee is using Storage Space for purposes unrelated to supporting Licensee's use of the License, the Commissioner may unilaterally delete the Storage Space from the Licensed Spaces. If the Commissioner determines that the size of the Storage Space exceeds the needs of Licensee, the Commissioner may unilaterally reduce the size of the Storage Space.

5.3 Additional Space

(a) Commissioner Offer of Additional Space. During the Term, the Commissioner may from time to time, at the Commissioner's sole discretion, make Additional Space available in the Terminals for Licensee's use of the License. In such event, the Commissioner will send written notice to Licensee to advise Licensee of the following:

- (i) size and location of the Additional Space being offered;
- (ii) whether the Additional Space is being offered as Licensed Retail Space or Storage Space; and

(iii) the amount of the Additional Space Connection Fee, if any.

(b) Licensee Response to Offer. Within thirty (30) days after receiving the notice from the Commissioner, Licensee must notify the Commissioner if it accepts or rejects the Additional Space and, if the Additional Space will be Licensed Retail Space, the amount by which Licensee proposes to increase its Minimum Annual Guarantee to reflect the anticipated increase in Gross Revenues from the Additional Space. Upon notification from Licensee to the Commissioner that Licensee accepts Additional Space to be used as Licensed Retail Space and acceptance by the Commissioner of the proposed increase in the Minimum Annual Guarantee, Exhibits 1 and 2 shall be modified accordingly without the need for an amendment. Upon notification from Licensee to the Commissioner that it rejects the Additional Space or if Licensee fails to notify the Commissioner within thirty (30) days whether it accepts the Additional Space, the offer will terminate, and the Commissioner may offer the Additional Space to others.

(c) Additional Space Connection Fee. With respect to each automated retail vending machine to be installed on accepted Additional Space, Licensee agrees to pay the Additional Space Connection Fee, if any, applicable prior to installation of such automated retail vending machine in the Additional Space.

No Obligation to Provide Additional Space. Nothing in Section 5.03(a) or Section 5.05 requires the Commissioner to offer any Additional Space to Licensee or restricts the Commissioner's or the City's right to enter into any concession agreement with any third party for such space. **Additional Space, if any, offered to Licensee is solely for the benefit of the Airport to enhance Airport revenues, and whether or not to offer such Additional Space to Licensee is at the Commissioner's sole and absolute discretion. LICENSEE HAS NO RIGHT TO BE OFFERED ANY ADDITIONAL SPACE AND COMMISSONER IS UNDER NO OBLIGATION TO ACCEPT ANY LICENSEE PROPOSAL TO ACQUIRE ADDITIONAL SPACE.**

5.4 Relocation Space. The Commissioner may at any time during the Term require Licensee to relocate all or portion of the Licensed Spaces to another location within the Airport and revoke Licensee's permission to access the portion of the Licensed Spaces being vacated when, in the sole discretion of the Commissioner, the relocation is necessary for other Airport purposes or is in the best interest of the City. In such an event, the Commissioner will notify Licensee in writing within a reasonable period of time prior to the relocation. Such notice will be not less than ninety (90) days in advance of the relocation but, in any event, is not required more than one hundred eighty (180) days in advance. The City is responsible for reasonable costs incurred in any such relocation, including the cost of moving Licensee's automated retail vending machine and inventory.

55 Licensee Proposal for Modification to Licensed Spaces. Licensee may submit a written proposal for Additional Space, to remove or otherwise modify Licensed Spaces, or to install additional or change the location of existing automated retail vending machines in Licensed Retail Spaces. Any such proposal must include written support for the change and, if applicable, indicate the amount by which Licensee proposes to increase its Minimum Annual Guarantee to reflect the anticipated increase in Gross Revenues from the Additional Space. The

Commissioner has the sole authority to grant or deny such request.

5.6 Maximum Number of Automated Retail Vending Machines. The maximum aggregate number of automated retail vending machines that Licensee may operate pursuant to the License, including automated retail vending machines in Additional Space and Relocation Space, is thirty-five (35), unless otherwise increased by the Commissioner in writing, which such increase shall not require an amendment to this Agreement.

ARTICLE 6. FEES, PAYMENT TERMS AND REPORTS

6.1 Fees Payable. In consideration of Licensee's License and the associated rights and privileges granted in this Agreement, Licensee must pay the Fees incurred pursuant to this Agreement, without notice or demand, which include but are not limited to, the Fees specified below:

(a) License Fee. Beginning as of the Date of Beneficial Occupancy, an amount equal to the greater of (i) or (ii) below:

- (i) Percentage Fee. The "Percentage Fee" is an amount equal to a percentage of Gross Revenues as set forth in Exhibit 2.
- (ii) Minimum Annual Guarantee.

There is no "Minimum Annual Guarantee" or "MAG" for the first License Year of the Term. The Minimum Annual Guarantee for the second License Year is 85% of the Percentage Fee payable in the first License Year. Beginning with the third License Year, and for each License Year thereafter, the Minimum Annual Guarantee will equal the greater of 85% of the Percentage Fee payable for the preceding License Year, but no less than the Minimum Annual Guarantee set for the second License Year.

(b) Connection Fee. The Licensee shall pay the "Connection Fee" applicable to each automated retail vending machine to cover the costs of the Vending Zone Improvements pursuant to 6.02(c) The Connection Fee shall not apply to automated retail vending machines installed on Additional Space.

(c) Additional Space Connection Fee. Before installing an automated retail vending machine on Additional Space, Licensee shall pay the "Additional Space Connection Fee," if any, applicable to such automated retail vending machine to cover the costs related to adding such automated retail vending machine to the applicable Vending Zone. The Additional Space Connection Fee shall be a one-time, non-refundable fee.

(d) Additional Fees. The "Additional Fees" are the Marketing Fee, Distribution Fee, Connection Fee, Additional Space Connection Fee, Utility Usage Fee and any other charges payable to the City under this Agreement that are identified as Additional Fees.

(e) Nonpayment of Fees; Obligation to Pay Fees. Failure by Licensee to pay the Fees, or any portion thereof, when due is an Event of Default. The payment of the Fees under this

Agreement is independent of each and every other covenant and agreement contained in this Agreement, and Licensee must pay all Fees without any set off, abatement, counterclaim or deduction whatsoever except as otherwise expressly provided in this Agreement.

(f) Impositions. Licensee must timely pay, as and when due, any and all taxes, assessments, fees, and charges levied, assessed or imposed by a governmental unit upon this Agreement, Licensee's Concession business or upon Licensee's personal property, including but not limited to all permit fees and charges of a similar nature for Licensee's conduct of any business or undertaking in the Licensed Spaces (collectively, "Impositions"). Failure of Licensee to pay any Imposition when due, except to the extent that Licensee is allowed to withhold payment while contesting the amount of the Imposition, will constitute an Event of Default.

6.2 Time of Payments.

(a) Payment on the First of the Month. On or before the first day of each calendar month, prorated for any partial calendar month, beginning on the first day of the calendar month following the DBO and continuing throughout the Term, Licensee must pay to the City that portion of the Minimum Annual Guarantee as may be due.

(b) Payment on the Fifteenth of the Month. On or before the 15th day of each calendar month following the DBO, Licensee must pay the City:

- (i) the amount, if any, by which the Percentage Fee for the preceding month exceeds the Minimum Annual Guarantee payment that was made on the first day of the month;
- (ii) the Marketing Fee, Distribution Fee, Additional Space Connection Fee, Utility Usage Fee, and any other forms of Additional Fees, if any, based, as applicable, on the Gross Revenues of the preceding month or pre-determined amount; and
- (iii) any other charges payable to the City.

(c) Payment of the Connection Fee. On or before the 15th day of the calendar month following:

- i. the earliest Delivery Date of a Licensed Retail Space, Licensee must pay, with respect to each of Licensee's automated retail vending machines installed or anticipated to be installed pursuant to this Agreement, in Vending Zones Licensee shall pay the City the first installment of the Connection Fee.
- ii. The amount of the first installment owed per automated retail vending machine will be based on an estimate of the total costs of the Vending Zone Improvements, allocated across all automated retail vending machines to be included in Vending Zone.
- iii. the DBO, Licensees must pay, with respect to each of Licensee's automated retail vending machines installed or anticipated to be installed in Vending

Zones pursuant to this Agreement, Licensee shall pay the City, the second installment of the Connection Fee. The amount of the second installment owed per automated retail vending machine will be based on the difference between the actual costs of the Vending Zone Improvements and the estimated costs used to determine the amount owed under the first installment, allocated across all automated retail vending machines to be included in Vending Zones.

In no case shall the Connection Fee exceed \$2,500. The City shall notify Licensee of the amounts owed pursuant to this Section on or before the first calendar day of the month such installments are owed.

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

6.3 Material Underpayment or Late Payments. Without waiving any other remedies available to the City, if Licensee underpaid Fees due in any calendar year by more than 5% or failed to make any Fee payment within five (5) days of the date due, then Licensee must pay, in addition to the amounts due to the City as Fees, 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 an Additional Fee. The provision for the payment of interest does not constitute an authorization by the City of underpayment or late payment.

6.4 Reports.

(a) Monthly Reports: Licensee must produce and provide to the City a report showing a summary for each monthly payment period by the 15th day of the calendar month succeeding the applicable monthly payment period (the "**Monthly Report**"). The Monthly Report shall be on a form approved by the City, which form may be updated from time to time. The Monthly Report must reflect Gross Revenues derived from each automated retail vending machine during the applicable payment period. Additionally, the Monthly Report must include, but shall not be limited to, the following, each for the applicable monthly payment period:

- (i) the aggregate quantity of each Product sold, and the quantity of each Product sold by date sold, time of day sold, Vending Zone and automated retail vending machine;
- (ii) the aggregate Gross Revenues, and Gross Revenues by Product, Vending Zone and automated retail vending machine; and the volume of sales in dollars generated by each type of retailed item (i.e., soda, candy, snacks etc.)

dispensed at each Vending Zone by each automated retail vending machine;
and

- (iii) the monthly Gross Revenues and Fees owed to the City by each Vending Zone and each automated retail vending machine.

(b) Additional Reports. In addition to the Monthly Reports, Licensee must, if reasonably requested by the City, produce and provide reports on a daily and/or weekly basis containing the same information as the Monthly Reports but covering such daily and/or weekly payment period.

- (c) Annual Reports.

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

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

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by _____ for the year ended _____ relating to its operations at the Terminals pursuant to an Agreement dated____, _____. Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \$ _____ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended _____."

(d) Form of Reports; Right to Audit. All such reports and statements must be prepared on a form approved by the Commissioner and must, among other things, provide a breakdown of the Gross Revenues by category of Products and an analysis of all Percentage Fees due and payable to the City with respect to the period in question. If Licensee fails to timely furnish to the Commissioner any monthly or annual statement required under this Agreement or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the Commissioner has the right (but is not obligated) without notice, to conduct an audit of Licensee's

financial records directly and solely related to this Agreement and to prepare the statements at Licensee's expense based on reasonable costs. Licensee must also provide the Commissioner with such other financial or statistical reports and information concerning the Concessions in the form as may be reasonably required from time to time by the Commissioner.

(e) Cost of Reports. All reports produced pursuant to this Section 6.04 shall be at Licensee's sole cost and expense. All such reports and any related records must be made readily available to the City and maintained by Licensee for no less than two (2) years.

ARTICLE 7. TERM OF AGREEMENT

7.1 Term of Agreement. The term of this Agreement is the Term as defined in Article 3, unless this Agreement is terminated earlier and in accordance with its terms. The License is revocable in accordance with the terms of this Agreement and, in any event, shall be revoked upon termination or expiration of this Agreement.

7.2 Holding Over. Continued occupancy by Licensee without the written consent of the Commissioner of all or a portion of the Licensed Spaces after expiration or termination of this Agreement constitutes holding over and will create a month-to-month license on the same terms and conditions as this Agreement, including payment of License Fees, until terminated by the Commissioner upon not less than thirty (30) days prior written notice to Licensee of such termination. If Licensee continues to hold over after receipt of such written notice, Licensee must pay License Fees for the entire holdover following the termination date under the notice, at double the rates of the License Fees. No occupancy of the Licensed Spaces by Licensee after the expiration or other termination of this Agreement extends the Term of this Agreement. Also, in the event of any unauthorized and willful occupancy after expiration or termination of this Agreement, Licensee 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 Licensee as set forth in this Agreement must continue in effect.

7.3 Extension Option. The Commissioner may at any time before this Agreement expires elect to extend this Agreement for up to two (2) additional one (1) year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Licensee. If Licensee agrees to such extension, then after notification by the Commissioner, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 11.03.

7.4 Termination Due to Change in Airport Operations. This Agreement, or the License, is subject to termination by either party on sixty (60) days' written notice in the event of any action by the FAA, the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Airport, the Terminals or a portion thereof that renders performance by either party hereunder 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 result of any Event of Default of Licensee.

7.5 Early Termination. Notwithstanding anything to the contrary set forth in this

Agreement, the Commissioner may terminate this Agreement with respect to any or all of the Licensed Space without cause for any reason, in the Commissioner's sole discretion, upon at least ninety (90) days prior written notice to Licensee. Upon the effective date set forth in such notice, Licensee shall surrender and vacate that portion of Licensed Space as to which this Agreement is being terminated as if the Agreement had expired on that date with respect to such Licensed Space. In the event of such early termination, the City shall pay to Licensee a "Licensed Space Termination Payment", which shall be defined herein to include the following: a sum equal to Gross Revenues earned by Licensee from the Licensed Space being terminated during the four (4)-month period immediately preceding the termination date, less the Fees payable to the City for that period. Upon Licensee's receipt of the Licensed Space Termination Payment and vacation of the Licensed Space, the City and Licensee shall thereafter be released from any and all obligations under this Agreement with respect to the Licensed Space except for such obligations which are expressly stated to survive the expiration or earlier termination of this Agreement.

ARTICLE 8. INSURANCE, INDEMNIFICATION AND SECURITY

8.1 Indemnification.

(a) Indemnity. 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"), Licensee must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees, from and against any and all Losses.

(b) Losses. "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 Licensee, its employees, agents, subtenants, and Subcontractors.

(c) Defense of Suits. At the City Corporation Counsel's option, Licensee must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Licensee of any of its obligations under this Agreement. Licensee 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 involves the Airport.

(d) Waiver of Indemnity Limits. To the extent permissible by law, Licensee 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 Licensee 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 City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other judicial decision.

(e) Survival. The indemnities contained in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement

or as the result of or during Licensee's performance of Services beyond the Term. Licensee 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 Licensee's duties under this Agreement, including the insurance requirements.

8.2 Insurance Requirements. Licensee must, at its sole expense, procure and maintain at all times during the Term of this Agreement, and during any time period following expiration or termination of this Agreement during which Licensee is holding over or Licensee is required to return to the Licensed Space for any reason whatsoever, the types of insurance specified in Exhibit 6 covering all operations under this Agreement, with insurance companies authorized to do business in the State of Illinois.

8.3 Disclaimer by City. Notwithstanding anything in this Agreement to the contrary, City expressly disclaims any and all liability for damage of any kind to the automated retail vending machines, except to the extent that such damage is caused by the grossly negligent acts or omissions or willful misconduct of the City or its employees. Responsibility for repairing and/or replacing any damaged or broken automated retail vending machine, and all liability for damage to the automated retail vending machines shall be the responsibility of Licensee, except to the extent that such damage is caused by the grossly negligent acts or omissions or willful misconduct of the City or its employees. City's total disclaimer applies whether the damage to the automated retail vending machine occurs while such automated retail vending machine is in the Licensed Spaces, are in the process of being transported to or from one of the Licensed Spaces, or are in the process of being installed or removed from one of the Licensed Spaces.

8.4 Security.

(a) Form of Security.

(i) Licensee must deliver to the City no later than the earlier to occur of: a) 30 days after the Effective Date or b) the Delivery Date for the first Licensed Space, an irrevocable, unconditional sight draft Letter of Credit in favor of the City. The face amount of the Letter of Credit and any replacements or renewals of it must be maintained by Licensee, through and including the date that is 180 days after the expiration of the Term or termination of this Agreement, as follows: the face amount of the Letter of Credit must at all times equal a) 25% of the estimated third full License Year MAG, based on projected Gross Revenues or other reasonable method mutually agreed upon by both parties (without consideration of any pro-rationing on account of either a License Year of less than 12 months or partial occupancy of the Licensed Space) and b) the Letter of Credit will be required to be adjusted, as the MAG increases or decreases throughout the term. The Letter of Credit must be in the form set forth in Exhibit 6 or as otherwise approved by the Corporation Counsel.

(ii) In lieu of the Letter of Credit, Licensee may provide cash or a cashier's check in the same amount for immediate deposit in the City's accounts. The Letter of Credit, cash or cashier's check, as applicable, is referred to in this Agreement as the "Security." The

original Letter of Credit, and all replacements of it, must be issued with an expiry date of at least one year after their respective dates of issuance. The Security secures the faithful performance by Licensee of all of Licensee's obligations under this Agreement. The Commissioner is entitled to draw on any such Letter of Credit unless proof of renewal of the Letter of Credit or a replacement Letter of Credit in form and substance satisfactory to the Comptroller has been furnished to the Commissioner at least 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 Licensee's obligations under this Agreement. The Commissioner is not obligated to pay or credit Licensee with interest on any Security.

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

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

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

(c) No Excuse from Performance. If the financial condition of any Letter of Credit issuer issuing the Letter of Credit materially and adversely changes, the Commissioner may, at any time, require that the Letter of Credit be replaced with a Letter of Credit from another institution and in accordance with the requirements set forth in this section.

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

ARTICLE 9. EVENTS OF DEFAULT, REMEDIES AND TERMINATION

9.1 Events of Default. Each of the following (a) through (n) constitute Events of Default by Licensee under this Agreement. The Commissioner will notify Licensee in writing of any event that the Commissioner believes to be an Event of Default. Licensee 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 Agreement provides for a different cure period for a particular Event of Default, that different cure period will apply; (ii) if a provision of this Agreement does not allow a right to cure a particular Event of Default, there will be no right to cure; and (iii) if neither (i) or (ii) apply and if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Licensee 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 forty-five (45) days from delivery of the notice, Licensee will have the additional time, not in any event to exceed forty-five (45) days, to cure the failure.

- (a) Any material misrepresentation made by Licensee to the City in the inducement to City to enter this Agreement or in the performance of this Agreement. There is no right to cure this Event of Default.
- (b) Licensee's failure to make any payment in full when due under this Agreement and failure to cure the default within five (5) days after the City gives written notice of the non-payment to Licensee. In addition, Licensee's failure to make any such payment within five (5) days after the written notice more than three (3) times in any License Year constitutes an Event of Default without the necessity of the City giving notice of the fourth failure to Licensee or allowing Licensee any opportunity to cure it.
- (c) Licensee'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 Licensee contained in this Agreement.
- (d) Licensee's failure to promptly and fully perform any obligation or duty, or to comply with any restriction of Licensee contained in this Agreement concerning Transfer or Change in Ownership, whether directly or indirectly, of Licensee's rights or interests in this Agreement or of the ownership of Licensee.
- (e) Licensee's failure to provide or maintain the insurance coverage required under this Agreement (including any material noncompliance with the requirements) and the failure to cure the Event of Default within two days following oral or written notice from the Commissioner; or, if the noncompliance is nonmaterial, the failure to cure the Event of Default within twenty (20) days after the Commissioner gives written notice. The Commissioner, in the Commissioner's sole discretion, will determine if noncompliance is material.

- (f) Licensee's failure to conduct Concession operations in any Licensed Retail Space at all times Licensee is required to do so under this Agreement.
- (g) Licensee's failure to comply with the Value Pricing policy.
- (h) An Event of Default by Licensee or any Affiliate under any other agreement it may presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period.
 - (i) Licensee does any of the following and the action affects Licensee's ability to carry out the terms of this Agreement:
 - (i) becomes insolvent, as the term is defined under Section 101 of the Bankruptcy Code as amended from time to time;
 - (ii) fails to pay its debts generally as they mature;
 - (iii) seeks the benefit of any present or future federal, state or foreign insolvency statute;
 - (iv) makes a general assignment for the benefit of creditors;
 - (v) files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or
 - (vi) consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.
- (j) An order for relief is entered by or against Licensee 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.
- (k) Licensee is dissolved.
- (l) A violation of law that results in a guilty plea, a plea of nolo contendere, guilty finding, or conviction of a criminal offense, by Licensee, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Agreement, and that may threaten, in the sole judgment of Commissioner, Licensee's performance of this Agreement in accordance with its terms.
- (m) Any failure to perform, act, event or omission that is specifically identified as an Event of Default elsewhere in this Agreement.
 - (n) Failure to provide an EDS when required.

92 Remedies. If an Event of Default occurs and is not cured by Licensee in the time allowed, in addition to any other remedies provided for in this Agreement, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies:

- (a) Terminate this Agreement with respect to all or a portion of the Licensed Spaces and exclude Licensee from that using the License in the Licensed Space affected by

the termination. If the Commissioner elects to terminate this Agreement, the Commissioner may, at the Commissioner's sole option, serve notice upon Licensee that this Agreement ceases and expires and becomes absolutely void with respect to the Licensed Space 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 Licensee 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. Licensee has up to 30 days following termination to remove Equipment. At the expiration of the time limit in the notice, this Agreement and the Term of this Agreement, as well as the right, title and interest of Licensee under this Agreement, wholly ceases and expires and becomes void with respect to the Licensed Space identified in such notice in the same manner and with the same force and effect (except as to Licensee's liability) as if the date fixed in the notice were the date in this Agreement stated for expiration of the Term with respect to the Licensed Space identified in such notice.

- (b) Recover all Fees, including Additional Fees and any other amounts due that have accrued and are then due and payable and also all damages available at law or under this Agreement. If the Agreement is terminated, whether in its entirety or with respect to a part of the Licensed Space, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Licensee would have been obligated to pay for the balance of the Term with respect to the Licensed Space, or if this Agreement is terminated with respect to a portion of the Licensed Space, that portion of the Licensed Space affected by the termination, calculated as provided in this Agreement or, if not fixed, as reasonably estimated and prorated among the various portions of the Licensed Spaces. Should the City replace the Licensed Spaces, prior to the Term end date, with a comparable Licensee, the amount due will be through the relicensed date. 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 License Year immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term with respect to all or a portion of the Licensed Space must be discounted to present value at the Default Rate existing as of the date of termination. The Commissioner may declare all amounts to be immediately due and payable.
- (c) Distrain upon and remove from all inventory, equipment, machinery, trade fixtures and personal property of any kind or nature, whether owned by Licensee or by others, abandoned or remaining in Licensed Space 30 days after termination, and to proceed without judicial decree, writ of execution or assistance or involvement of constables or the City's and Licensee's officers, to conduct a private sale, by auction or sealed bid without restriction. Licensee waives the benefit of all laws, whether now in force or later enacted, exempting any of Licensee's property on the Licensed Space or elsewhere from distraint, levy or sale in any legal proceedings taken by

the City to enforce any rights under this Agreement.

- (d) Seek and obtain specific performance, a temporary restraining order or an injunction, or any other appropriate equitable remedy.
- (e) Seek and obtain money damages; including special, exemplary, incidental and consequential damages.
- (f) Deem Licensee and Affiliates non-responsible in future contracts or concessions to be awarded by the City.
- (g) Declare Licensee 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.
- (h) Require Licensee to terminate a Subcontract that is causing breaches of this Agreement.

93 Effect of Default and Remedies.

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

(b) Non-Exclusive Remedies. All rights and remedies of the City under this Agreement are separate and cumulative, and none excludes any other right or remedy of the City set forth in this Agreement or allowed by law or in equity. No termination of this Agreement or revocation of the License deprives the City of any of its remedies against Licensee for Fees, including Additional Fees or other amounts due or for damages for Licensee's breach of this Agreement. Every right and remedy of the City under this Agreement survives the expiration of the Term or the termination of this Agreement.

ARTICLE 10. SPECIAL CONDITIONS

10.1 Warranties and Representations. In connection with the execution of this Agreement, Licensee warrants and represents statements (a) through (j) 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, Licensee must promptly notify the Commissioner in writing. Failure to do

so will constitute an Event of Default. Licensee must incorporate all of the provisions set forth in this Section 10.01 in all Subcontracts entered into with any suppliers of materials, furnishers of services, Subcontract, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any materials, labor or services in connection with this Agreement, such that the parties warrant, represent and covenant to Licensee as to the matters set forth in this Section. Licensee must cause its Subcontractors to execute those affidavits and certificates that may be necessary in furtherance of these provisions. The certifications must be attached and incorporated by reference in the applicable agreements. If any Subcontract is a partnership or joint venture, Licensee must also include provisions in its Subcontract ensuring that the entities comprising the partnership or joint venture are jointly and severally liable for its obligations under it.

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

(b) Licensee is qualified to do business in the State of Illinois; and Licensee has a valid current business privilege license to do business in the State of Illinois and the City of Chicago, if required by applicable law.

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

(i) conflict with or result in a breach, default or violations of: Licensee's organizational documents; any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any lease or permit; or any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Licensee 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 Licensee under the terms of any instrument or agreement.

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

(e) This Agreement constitutes the legal, valid and binding obligation of Licensee, enforceable against Licensee 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 Licensee or has a financial interest directly or indirectly in this Agreement, a Subcontract under it, or the compensation to be paid under it except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code and as may otherwise be permitted by law.

(g) Licensee has not and will not knowingly used the services of any person or entity for any purpose in its performance under this Agreement, when such person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation, or when such person or entity has an interest that would conflict the performance of services under this Agreement.

(h) Neither Licensee nor any Affiliate of Licensee is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U. S. Department of Commerce or their successors, or on any other list of persons with which the City may not do business under applicable law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, and Entity List, and the Debarred List.

(i) Licensee, and to the best of Licensee's knowledge, its Affiliates, Subcontractors, any of their respective owners holding 7.5% or more beneficial ownership interest, and any of Licensee's directors, officers, members, or partners:

- (i) currently have no interest, directly or indirectly, that conflicts in any manner or degree with Licensee's performance under this Agreement and will not at any time during the Term have any interest nor acquire any interest, directly or indirectly, that conflicts or would or may conflict in any manner or degree with Licensee's performance under this Agreement;
- (ii) have no outstanding parking violation complaints or debts, as the terms are defined in Section 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;
- (iii) are not in default under any other City contract or agreement as of the Effective Date, nor have been deemed by the City to have been in default of any other City contract or agreement within five years immediately preceding the Effective Date;
- (iv) are not in violation of the provisions of §2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency;

- (v) are not delinquent in the payment of any taxes due to the City; and
- (vi) will not make use of the Licensed Space in any manner that might interfere with the landing and taking off of aircraft at the Airport under current or future conditions or that might otherwise constitute a hazard to the operations of the Airport or to the public generally.

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

- (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (ii) the nature of the Concession license being granted;
- (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement;
- (iv) the general conditions that may in any way affect this Agreement or its performance;
- (v) the compensation provisions of this Agreement; or
- (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (iv) immediately above, affecting or having any connection with this Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it.

Business Documents, Disclosure of Ownership Interests and Maintenance of Existence

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

(b) Economic Disclosure Statement. Licensee has provided the Commissioner with an EDS for itself and EDSs for all entities with an ownership interest of 7.5 percent or more in Licensee, copies of which have been scanned for viewing on the City's website. Upon request by the Commissioner, Licensee must further cause its Subcontractors, sublicensees and proposed Transferees (and their respective 7.5 percent owners) to submit an EDS to the Commissioner. Licensee must provide the Commissioner, upon request, a "no change" affidavit if the information in the EDS(s) previously supplied remains accurate, or revised and accurate EDS(s) if the information contained in the EDS(s) has changed. In addition, Licensee 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.

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

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

104 Transfer or Change of Ownership.

(a) Limits on Licensee's Transfers and Changes in Ownership.

(i) Licensee may not sell, assign, sublicense, convey, pledge, encumber or otherwise transfer (individually and collectively, "Transfer") all or any part of its rights or interests in or to this Agreement, the License, the Licensed Space, the Term, or otherwise permit any third party to use the Licensed Space, without prior consent of the City, which consent may be given or denied in the City's sole and absolute discretion. Transfers involving all of Licensee's interest in this Agreement require approval of the City Council. Transfers of less than all of Licensee's interest in this Agreement require approval of the Commissioner. Prior consent by the City to any Transfer does not relieve Licensee from the requirement of obtaining consent from the City for any subsequent Transfer. Transfers that have the effect of granting a third party a security interest in this Agreement or pledge any portion of Gross Revenues or any automated retail vending machine in a Licensed Space as collateral for Licensee financing are strictly prohibited and, if entered into by Licensee, are an Event of Default.

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

a. City Council, in its sole discretion, if the Change in Ownership involves

a 100% Change in Ownership of Licensee, or

- b. the Commissioner, in the Commissioner's reasonable discretion, if the Change in Ownership involves less than a 100% Change in Ownership of Licensee.

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

(iv) Consent by the City to any Change in Ownership does not relieve

Licensee (or if Licensee is a joint venture, any of the entities comprising Licensee) from the requirement of obtaining consent from the City for any subsequent Change in Ownership.

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

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

Transfer over the Fees payable to the City under this Agreement.

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

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

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

(c) Subcontractor Agreements. The provisions of this Agreement, to the extent applicable, are deemed a part of any contract between Licensee and a Subcontractor.

105 Compliance with Laws. Licensee must at all times observe and comply with all applicable laws, statutes, ordinances, rules, regulations, court orders and executive or administrative orders and directives of the federal, state and local government, now existing or later in effect (whether or not the law also requires compliance by other parties), including the Americans with Disabilities Act and Environmental Laws, that may in any manner affect the performance of this Agreement (collectively, "Laws"), and must not use the Licensed Space, or allow the Licensed Space to be used, in violation of any Laws or in any manner that would impose liability on the City or Licensee under any Laws. Licensee must notify the City within seven days

of receiving notice from a competent governmental authority that Licensee or any of its Subcontractor may have violated any Laws. Provisions required by any Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement. Without limiting the foregoing, Licensee covenants that it will comply with all Laws, including but not limited to the following:

(a) In connection with Section 2-92-320 of the Municipal Code, Licensee has executed an EDS, which is attached to this Agreement as Exhibit 9 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 Licensee enters into a contractual relationship with a Subcontractor, it is determined that the contractual relationship is in violation of this subsection, Licensee must immediately cease to use the Subcontractor. All Subcontracts must provide that Licensee is entitled to recover all payments made by it to the Subcontractor if, before or subsequent to the beginning of the contractual relationship, the use of the Subcontractor would be violative of this subsection.

(b) It is the duty of Licensee and all officers, directors, agents, partners, and employees of Licensee to cooperate with the Inspector General and the Legislative Inspector General of the City in any investigation or hearing undertaken under Chapter 2-56 or Chapter 2-55 of the Municipal Code, respectively. Licensee understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. Licensee must inform all Subcontractors of this provision and require under each Subcontract compliance herewith by each Subcontractors as to each such Subcontractor and all of its officers, directors, agents, partners and employees.

(c) Licensee must not use or allow the Licensed Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental Laws, except in full compliance with all Environmental Laws. Licensee must not use or allow the Licensed Space to be used for the storage of any such hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the Concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Agreement, Licensee must surrender the Licensed Space to the City free from the presence and contamination of any hazardous substances.

(d) In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Licensee warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Municipal Code (collectively, the "Waste Sections"):

7-28-390 Dumping on public way—Violation—Penalty; 7-
28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge; 11-
4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste; 11-4-
1530 Compliance with rules and regulations required; 11-4-
1550 Operational requirements;
11-4-1560 Screening requirements; and
any other sections listed in Section 11-4-1600(e), as it may be amended from time to time.

During the period while this Agreement is executory, Licensee's or any Subcontractor's

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

(e) Section 2-92-586 of the Municipal Code: The City encourages Licensee to use licensees and sublicensees that are firms owned or operated by individuals with disabilities, as defined by section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

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

(i) Licensee agrees that Licensee, any person or entity who directly or indirectly has an ownership or beneficial interest in Licensee of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Licensee's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Licensee 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 Licensee, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Licensee and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

(ii) Licensee 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 Licensee or the date Licensee approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Licensee 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.

(iii) Licensee agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive

Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

- (iv) Licensee 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 Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.
- (v) If Licensee 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 Licensee's bid.
- (vi) For purposes of this provision:
 - "Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to the Mayor's political fund-raising committee.
 - "Other Contract" means any other agreement with the City of Chicago to which Licensee 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; and
- f. the partners have been residing together for at least 12 months; and
- g. the partners have common or joint ownership of a residence; and
- h. the partners have at least two of the following arrangements:
 - 1) joint ownership of a motor vehicle; and
 - 2) a joint credit account; and
 - 3) a joint checking account; and
 - 4) a lease for a residence identifying both domestic partners as tenants.
- i. Each partner identifies the other partner as a primary beneficiary in a will. "Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

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

(h) Pursuant to section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of §2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (1) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (2) the authorized compensation paid to an official or employee for his office or employment; (3) any economic benefit provided equally to all

residents of the city; (4) a time or demand deposit in a financial institution; or (5) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

(i) Visual Rights Act.

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

(ii) Licensee represents and warrants that it will obtain a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and sublicensees, or any other artists. Licensee 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 Licensed Space.

106 Airport Security.

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

TSA and the FAA and in effect at the time of their submission.

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

(c) Gates and doors located on the Licensed Space, if any, that permit entry into restricted areas at the Airport must be kept locked by Licensee at all times when not in use or under Licensee's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner or the Commissioner's designee without delay and must be kept under constant surveillance by Licensee until the malfunction is remedied.

(d) In connection with the implementation of its security program, Licensee may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Licensee acknowledges that all such knowledge and information is of a highly confidential nature. Licensee 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. Licensee further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Licensee's covenants and agreements as set forth in this section.

(e) Licensee understands that fines and/or penalties may be assessed by the TSA or FAA for Licensee's noncompliance with the provisions of 49 CFR Parts 1540 and 1542 entitled "Airport Security" or by other agencies for noncompliance with regulations applicable to Licensee's operations. In the event the City shall be subject to any fine or penalty by reason of any violation at the Airport of any such rule, regulation or standard, the Commissioner may conduct an investigation and make a determination as to the identity of the party responsible for the violation. If it is determined by the Commissioner that Licensee, or any party for which Licensee is liable under this Agreement, is responsible for all or part of the fine or penalty, Licensee shall pay said amount of the fine or penalty as Additional Fees.

10.7 Non-Discrimination.

(a) Licensee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that:(i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or

otherwise be subjected to discrimination in the use of the Licensed Space; (ii) in the furnishing of services in the Licensed Spaces, 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) Licensee will use the License 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) Licensee shall operate the Concession on a fair, equal, and not illegally discriminatory basis to all users of it, and shall charge fair, reasonable, and nondiscriminatory prices for Products (but Licensee is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.) In addition, Licensee assures that it will comply with all other pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance.

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

(c) Licensee 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. § 2000e note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-06 (1981); Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 and 41 CFR Part 60 et seq. (1990) and 49 CFR Part 21, as amended (the "ADA"); and all other applicable federal statutes, regulations and other laws.

(d) Licensee 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 Ill. Admin. Code §750 Appendix A. Furthermore, Licensee 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) Licensee 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, Licensee must furnish or must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

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

(g) Noncompliance with this Section will constitute a material breach of this Agreement; therefore, in the event of such breach, Licensee authorizes the City to take such action as federal, state or local laws permit to enforce compliance, including judicial enforcement. In the event of Licensee's noncompliance with the nondiscrimination provisions of this Agreement, the City may impose such sanctions as it or the Federal or state government may determine to be reasonably appropriate, including cancellation, termination or suspension of the Agreement, in whole or in part.

(h) Licensee 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. Licensee 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.

(j) The City is committed to compliance with federal Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), and related FAA guidance. Licensee must cooperate with the City, and require its Subcontractors to cooperate, in updating and implementing the LEP access plan. This may include but is not limited to collecting demographic data and conducting surveys of LEP customers, providing multilingual signage and menus, and hiring multilingual staff.

(k) The Licensee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Licensee transfers its obligation to another, the transferee is obligated in the same manner as the Licensee.

This provision obligates the Licensee for the period during which the property is owned, used or possessed by the Licensee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

108 Airport Concession Disadvantaged Business Enterprises (ACDBEs). This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 C.F.R. Parts 26 and 23, as amended from time to time. Licensee must comply with the Special Conditions Regarding ACDBE participation attached hereto as Exhibit 7 and incorporated here by reference. Failure to comply with such Special Conditions shall be an Event of Default.

109 No Exclusive Rights. Nothing contained in this Agreement must be construed to grant or authorize the granting of an exclusive right, including an exclusive right to provide aeronautical services to the public as prohibited by section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. It is clearly understood by Licensee 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.

1010 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 Licensed Space. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport. Licensee by accepting this License agrees for itself, its successors, and assigns that it will not make use of the Licensed Space in any manner that might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Licensed Space and cause the abatement of the interference at the expense of Licensee.

1011 National Emergency. This Agreement and all the provisions of this Agreement are subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

1012 2014 Hiring Prohibitions.

(a) The City is subject to the June 16, 2014, "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) Licensee is aware that City policy prohibits City employees from directing any individual to apply for a position with Licensee, either as an employee or as a sublicensee, and from directing Licensee to hire an individual as an employee or as a sublicensee. Accordingly, Licensee must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel of Licensee in connection with this License are employees or sublicensees of Licensee, not employees of the City of Chicago. This Agreement 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 Licensee.

(c) Licensee will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel associated with this Agreement, or offer employment to any individual to provide services associated with this Agreement, 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 Agreement, 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 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 Licensee by a City employee or City official in violation of this Section, or advocating a violation of this Section above, Licensee 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.

ARTICLE 11. GENERAL CONDITIONS

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

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

11.3 Amendments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement may be amended only by a written agreement and signed by the City and Licensee. No review or approval by the Commissioner constitutes a modification of this Agreement (except to the extent that the review or approval expressly provides that it constitutes such a modification or it is apparent on its face that the review or approval, if made in writing, modifies terms or provisions of this Agreement that are within the express powers of the Commissioner under this Agreement to modify), or excuses Licensee from compliance with the requirements of this Agreement or of any applicable laws, ordinances or regulations. Amendments must be signed by the Mayor, provided that the Commissioner alone may sign amendments to the Exhibits. Notwithstanding the foregoing, any amendment that would modify the Agreement such that the Agreement would no longer substantially conform to the form of Agreement that was approved by City Council requires approval by the City Council.

11.4 Severability. Whenever possible, each provision of this Agreement must be

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

11.5 Covenants in Subcontracts. All obligations imposed on Licensee under this Agreement pertaining to the maintenance and operation of the automated retail vending machines and compliance with the ACDBE requirements in this Agreement are deemed to include a covenant by Licensee to insert appropriate provisions in all Subcontracts covering work under this Agreement and to enforce compliance of all Subcontractors with the requirements of those provisions.

11.6 Governing Law. This agreement is deemed made in the state of Illinois and governed as to performance and interpretation in accordance with the laws of Illinois. Licensee 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 any way concerning the execution or performance of this Agreement. Licensee consents to service of process on Licensee, at the option of the City, by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Licensee, or by personal delivery on any officer, director, or managing or general agent of Licensee. If any action is brought by Licensee against the City concerning this Agreement, the action can only be brought in those courts located within Cook County, Illinois.

11.7 Entire Agreement. Any notices or other communications pertaining to this Agreement must be in writing and are deemed to have been given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices are deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, three (3) days after deposit in the U.S. mails, or otherwise upon refusal of receipt. Unless otherwise directed by Licensee in writing, all notices or communications from the City to Licensee will be addressed to the person identified as Licensee's contact person in Licensee's EDS, as attached as Exhibit 9. All notices or communications from Licensee to the City must be addressed to:

Commissioner, Chicago Department of Aviation
City of Chicago
O'Hare International Airport
10510 W. Zemke Rd Chicago,
Illinois 60666

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

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

City Comptroller
City of Chicago
City Hall - Room 501 121
N. LaSalle Street
Chicago, Illinois 60602

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

City of Chicago, Department of Law
Aviation, Environmental, Regulatory and Contracts Section 2
North LaSalle Street, Suite 540
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.

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

119 Subordination.

(a) This Agreement is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Agreement, then Licensee consents to the changes to this Agreement.

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

(c) To the extent of a conflict or inconsistency between this Agreement and any agreement described in paragraphs (a) and (b) above, those provisions in this Agreement so conflicting must be performed as required by those agreements referred to in paragraphs (a) and (b).

11.10 Conflict. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any Subcontract between Licensee and third parties, the terms and provisions of this Agreement govern and control.

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

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

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

11.14 Estoppel Certificate. From time to time upon not less than 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 Agreement and the parties' performance under this Agreement, including the following:

- A that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of the modifications and that the Agreement as modified is in full force and effect);
- A. the dates to which Fees, including Additional Fees, have been paid and the amounts

of the Fees most recently paid;

- B. that the requesting party is not in default under any provision of this Agreement, or, if in default, the nature of it in detail;
- C. in the case of the City's request under this Agreement, such further matters as may be requested by the City, it being intended that any such statement may be relied upon by third parties.

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

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

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

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

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

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

SIGNATURE PAGE

SIGNED:

CITY OF CHICAGO

By: Loi E. Lightfoot (ML)
Mayor

Date: 12/8/2022

RECOMMENDED BY: [Signature]
Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Assistant Corporation Counsel

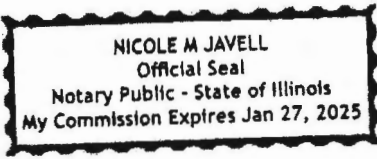
MAG US LOUNGE MANAGEMENT LLC

By: [Signature]

Its: CFO
[Title]

Date: 9.27.2021

[Notary] Nicole M Javell



(Sub)Exhibit 1.

(To Automated Retail License Agreement With MAG USA Lounge Management LLC)

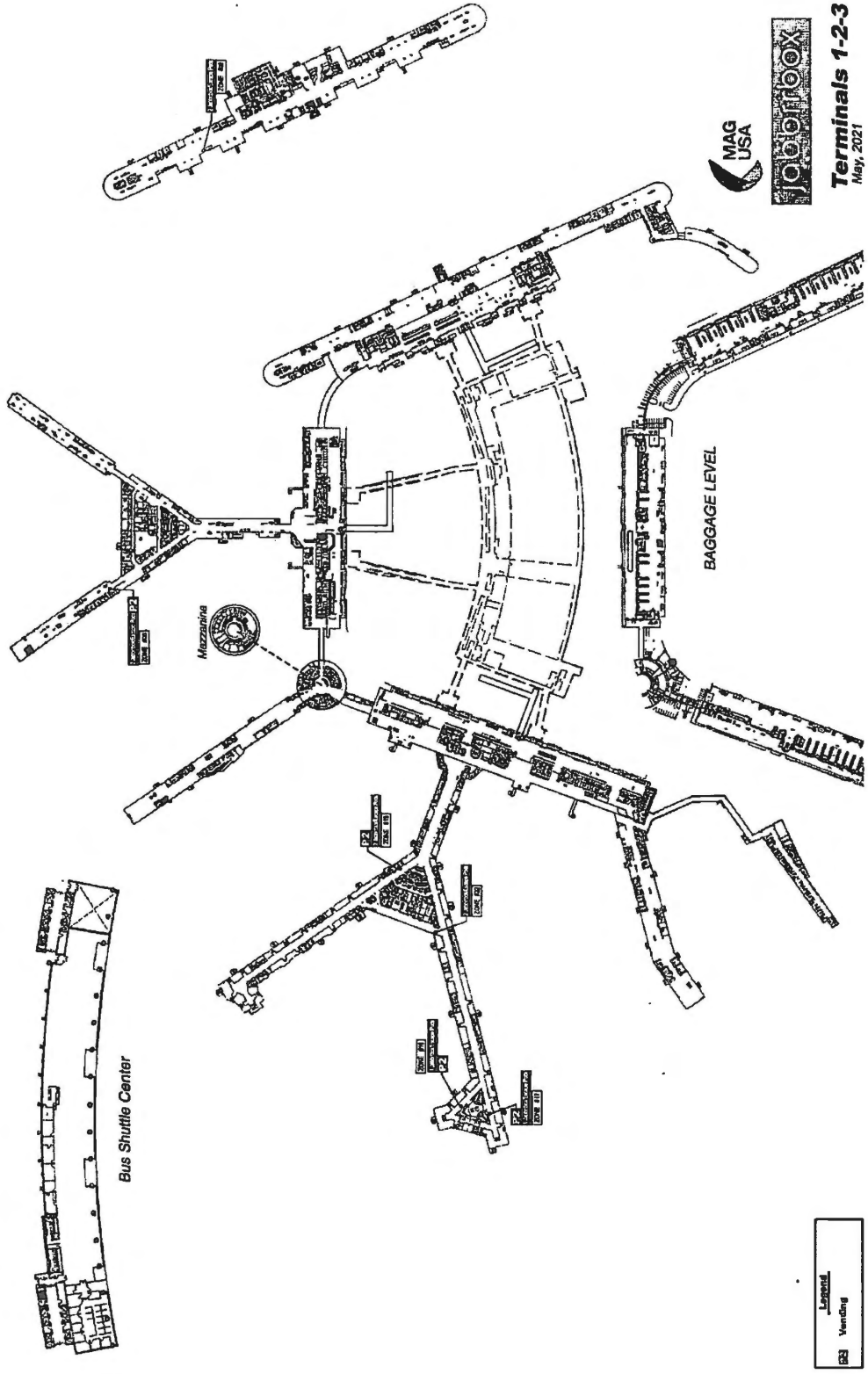
Licensed Spaces And Confirmation Of DBO.

The Licensed Retail Spaces are located at Chicago O'Hare International Airport and include the Vending Zones in which Licensee's automated retail vending machines are located as per the following:

Vending Zone	Automated Retail Vending Machine	LOD Space ID Number
1	n/a	T1B.U.107.B
2	Escape Pod/Jabrrbox (2)	T1B.U.12.B
3	n/a	T1B.U.73.M
4	n/a	T1B.L.94.O
5A	n/a	T1C.T.G.C
5B	n/a	T1B.THH.V
6	n/a	T2E.U.39.A
7	n/a	TEF.U.5L.L
8	Escape Pod/Jabrrbox (2)	T2F.U.45.E
9	n/a	T2E.U.48.A
10	n/a	T2.L.40.6
11	n/a	T2EF.U.16.D
12	n/a	T2.U.45.J
13	n/a	T3.U.8C.D
14	n/a	T3G.U.33.C
15	Escape Pod/Jabrrbox (2)	T3H.U.30.E
16	Escape Pos/Jabrrbox (1)	T3K.9Ma.A

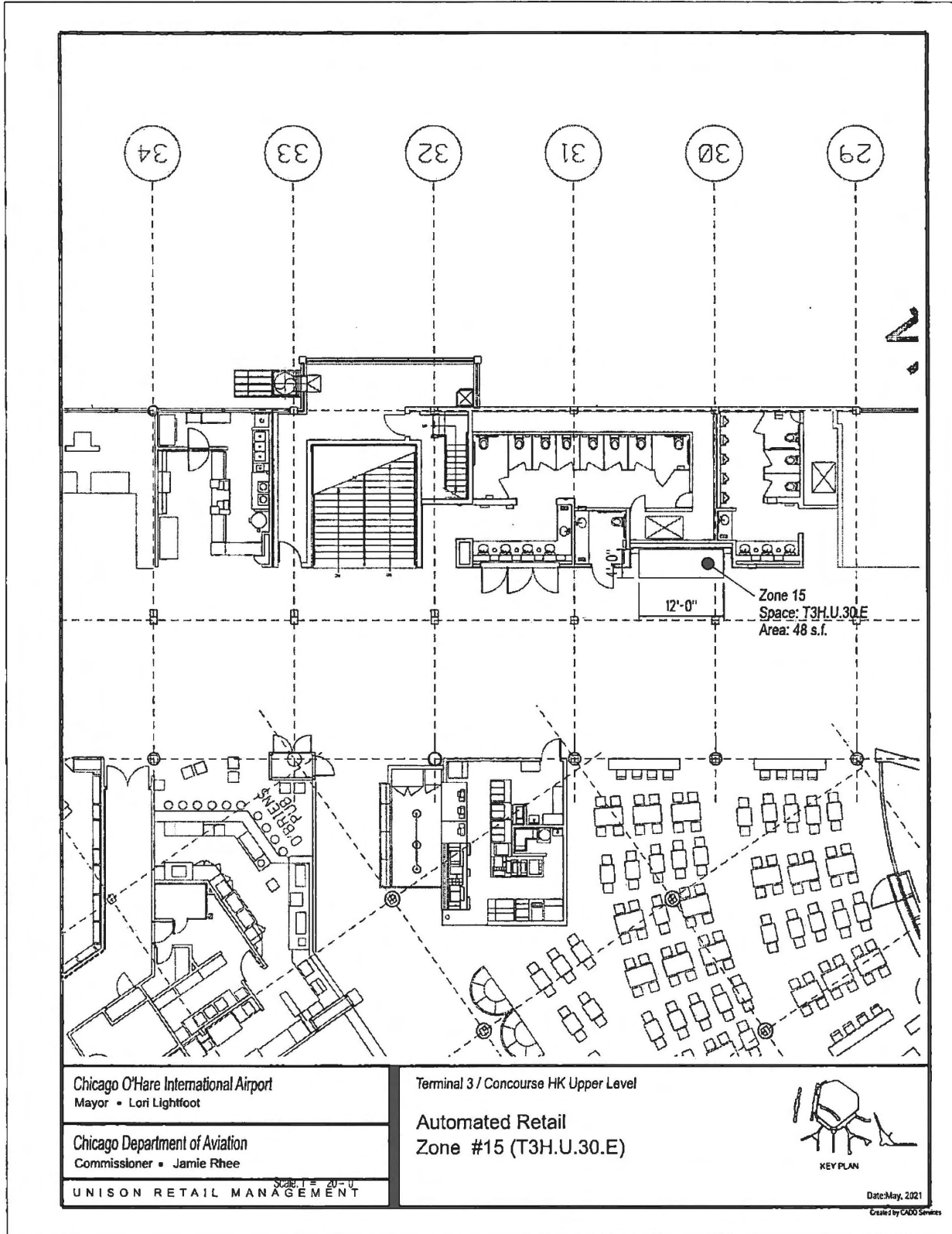
17	Escape Pod/Jabbrrbox (1)	T3K.U.7S.L
18A	n/a	T3.L.8Y.C
18B	n/a	T3.L.8Y.C
19	n/a	CTA Pedway
20A	n/a	T2.U.4A.D
20B	n/a	T2.U.4C.E
21	n/a	T3.U.8AA.F
22	Escape Pod/Jabbrrbox (2)	T3HK.U.9R.E
23	n/a	L Stinger.U.2.3.A
24A	n/a	T2 CTA Pedway
24B	n/a	T2 CTA Pedway
24C	n/a	T2 CTA Pedway
25	n/a	Bus Shelter Center

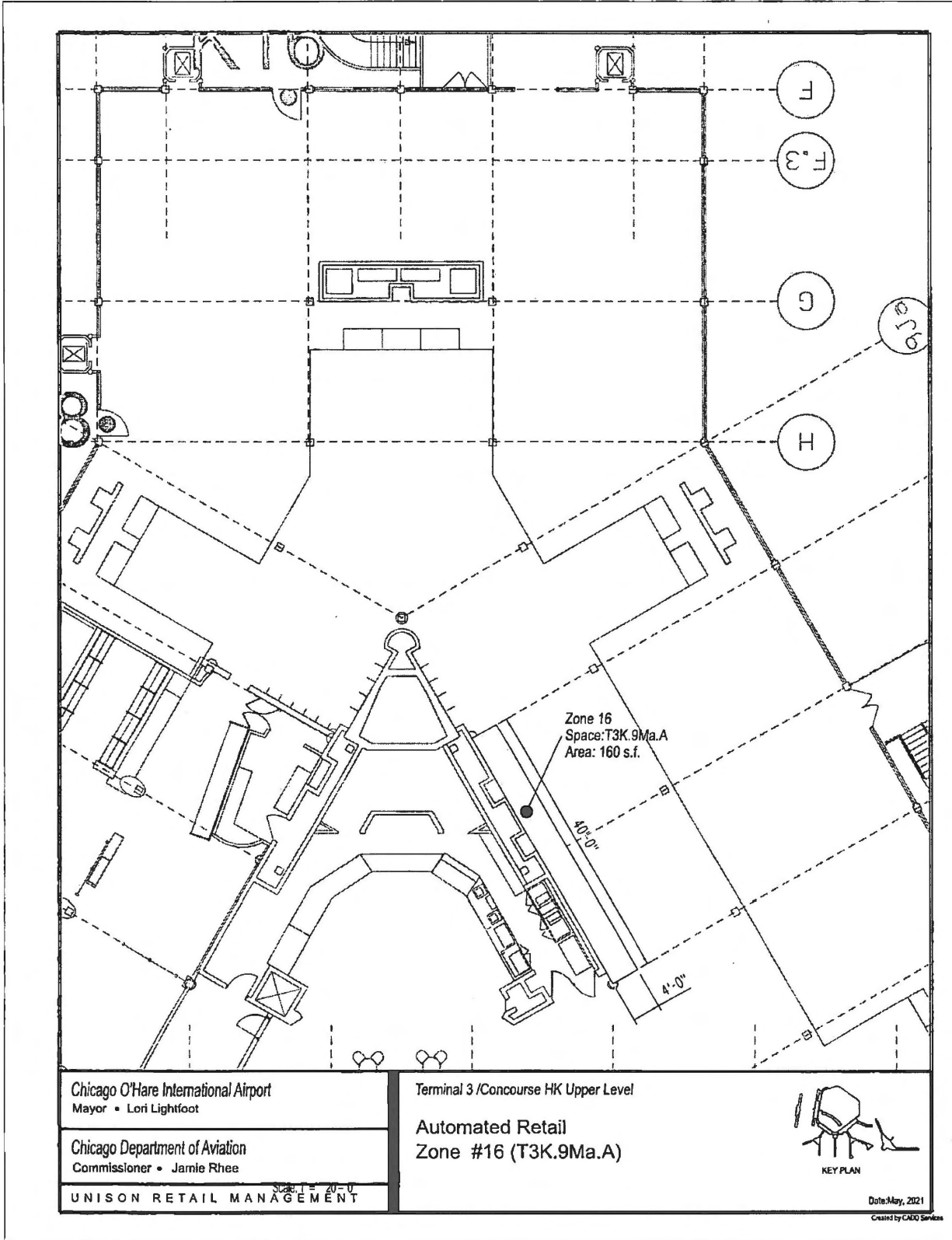
The Date of Beneficial Occupancy is: TBD



Terminals 1-2-3
May, 2021

Legend
Verifying





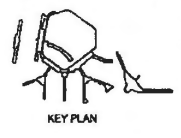
Chicago O'Hare International Airport
 Mayor • Lori Lightfoot

Chicago Department of Aviation
 Commissioner • Jamie Rhee

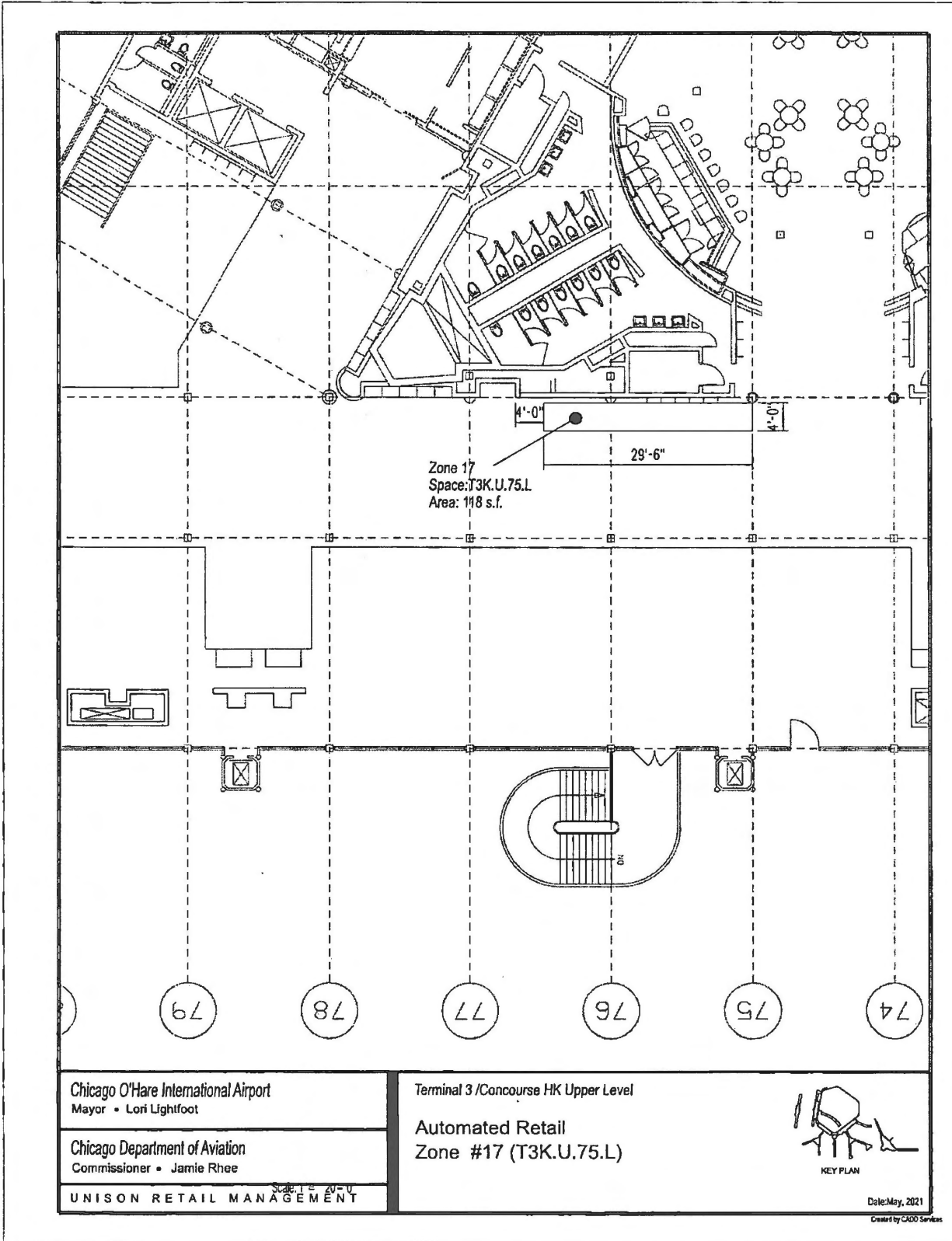
UNISON RETAIL MANAGEMENT

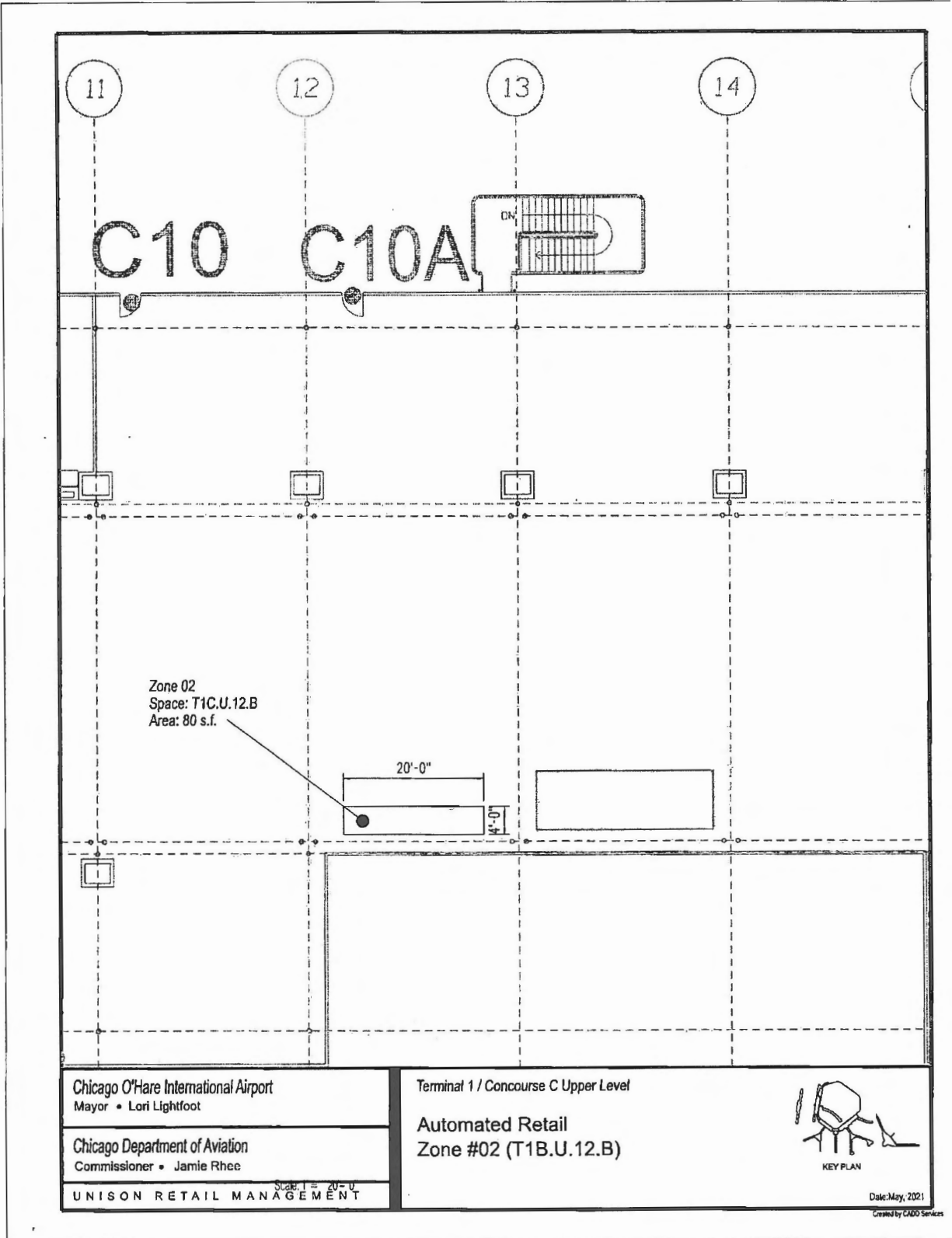
Terminal 3 /Concourse HK Upper Level

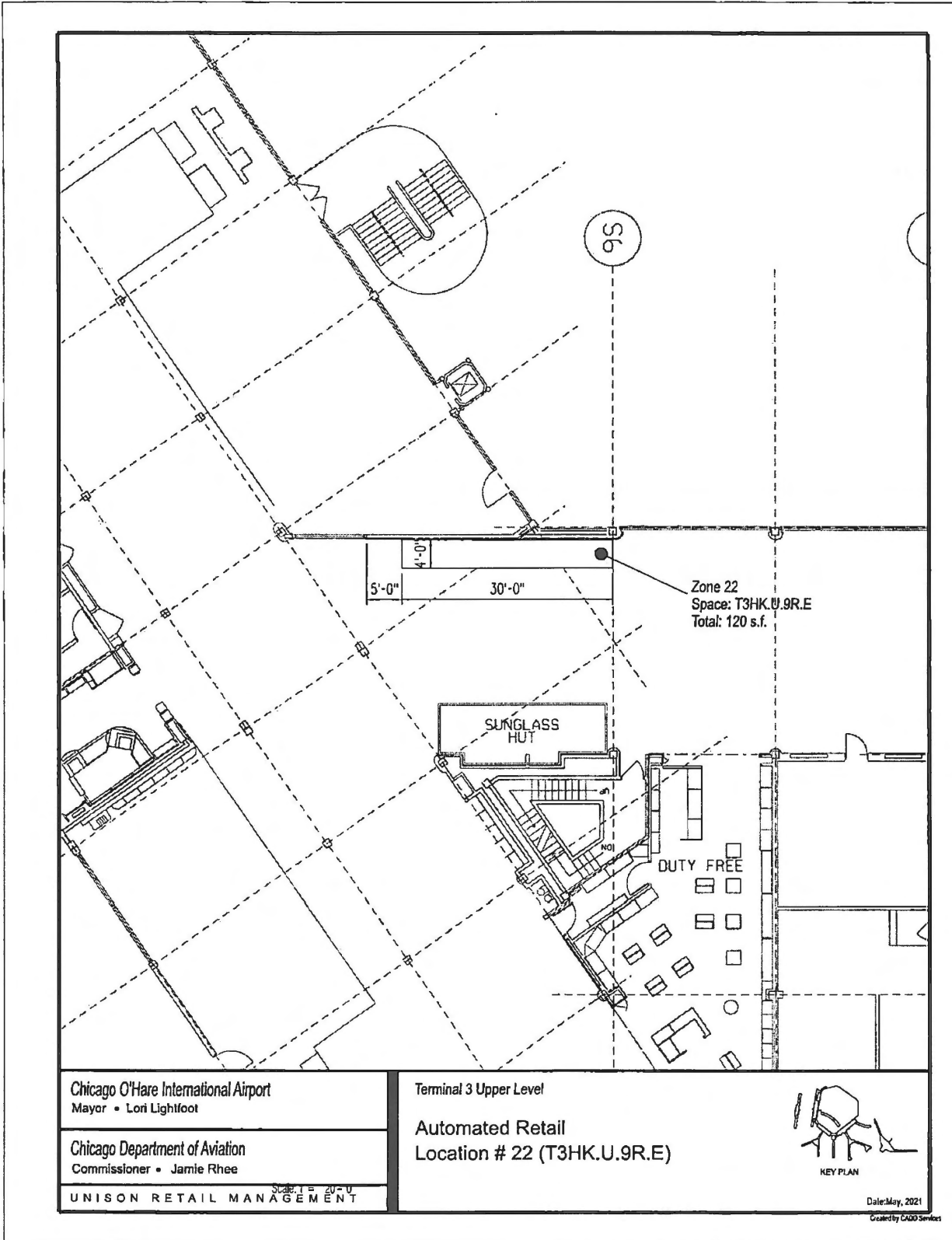
Automated Retail
 Zone #16 (T3K.9Ma.A)

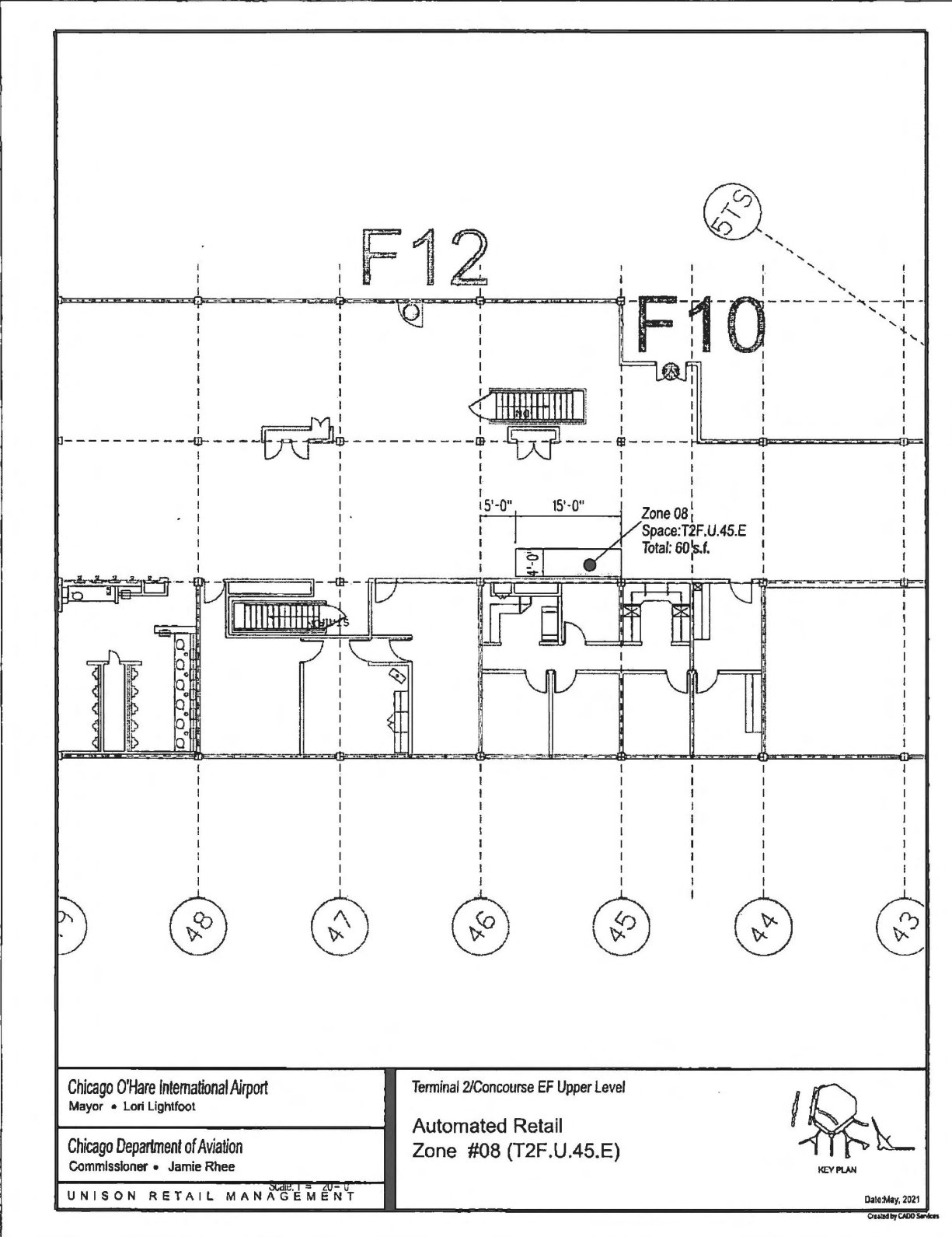


Date: May, 2021
 Created by CAHQ Services









(Sub)Exhibit 2.

(To Automated Retail License Agreement With MAG USA Lounge Management LLC)

Fees.

1. Percentage Fee: MAG USA

Gross Revenues	Percentage Rent
All Sales	
- 4 or less locations	10.0%
- 5 or more locations	15.0%

2. There is no "Minimum Annual Guarantee" or "MAG" for the first License Year of the Term. The Minimum Annual Guarantee for the second License Year is 85% of the Percentage Fee payable in the first License Year. Beginning with the third License Year, and for each License Year thereafter, the Minimum Annual Guarantee will equal the greater of 85% of the Percentage Fee payable for the preceding License Year, and the Minimum Annual Guarantee for the second License Year.

(Sub)Exhibit 3.
 (To Automated Retail License Agreement With MAG USA Lounge Management LLC)
 Development Plan.

4) CONCESSIONS DEVELOPMENT PLAN
 FORM B

Proposal Form B
 Concept Plan
 Package 3
 [Automated Retail, Services and Food]

Instructions: Provide respondent's proposed concept plan showing the following information for each proposed Concession Location. Use additional copies of this table as necessary. Submit additional information as set forth in the Proposal Requirements following this proposal

respondent:

MAG USA LOUNGE MANAGEMENT LLC

Concession Location	Location Description	Concession Description	Proposed Equipment/Utility	Proposed Operator	Anticipated Opening Date
Terminal 1					
Location #1 - T1,B12	common space	IoT Privacy Booth	(2) Jabbrrbox/ (2) Vend	MAG/ Jabbrrbox	SEE BELOW
Location #2 - T1,C11	common space	IoT Privacy Booth	(2) Jabbrrbox/ (2) Vend	MAG/ Jabbrrbox	SEE BELOW
Location #4 - T1,L11 Baggage					
Location #5 - T1,M11 Fumesel					
Terminal 2					
Location #3 - T2,E1	common space	IoT Privacy Booth	(2) Jabbrrbox/ (2) Vend	MAG/ Jabbrrbox	SEE BELOW
Location #6 - T2,G6	common space	IoT Privacy Booth	(2) Jabbrrbox/ (2) Vend	MAG/ Jabbrrbox	SEE BELOW
Location #7 - T2 Adjacent to ATM	common space	IoT Privacy Booth	(2) Jabbrrbox/ (2) Vend	MAG/ Jabbrrbox	SEE BELOW
Location #8 - T2,F12	common space	IoT Privacy Booth	(2) Jabbrrbox/ (2) Vend	MAG/ Jabbrrbox	SEE BELOW
Location #9 - T2,H6	common space	IoT Privacy Booth	(2) Jabbrrbox/ (2) Vend	MAG/ Jabbrrbox	SEE BELOW
Location #10 - T2,E1	common space	IoT Privacy Booth	(2) Jabbrrbox/ (2) Vend	MAG/ Jabbrrbox	SEE BELOW
Location #11 - T2,F3	common space	IoT Privacy Booth	(2) Jabbrrbox/ (2) Vend	MAG/ Jabbrrbox	SEE BELOW
Location #12 - T2,F3 Bridge	common space	IoT Privacy Booth	(2) Jabbrrbox/ (2) Vend	MAG/ Jabbrrbox	SEE BELOW
Terminal 3					
Vacant Space T3H,U,B,N,S					
Location #13 - T3,M1	common space	IoT Privacy Booth	(2) Jabbrrbox/ (2) Vend	MAG/ Jabbrrbox	SEE BELOW
Location #14 - T3,B1	common space	IoT Privacy Booth	(2) Jabbrrbox/ (2) Vend	MAG/ Jabbrrbox	SEE BELOW
Location #15 - T3,F3	common space	IoT Privacy Booth	(2) Jabbrrbox/ (2) Vend	MAG/ Jabbrrbox	SEE BELOW
Location #16 - T3,K1B	common space	IoT Privacy Booth	(2) Jabbrrbox/ (2) Vend	MAG/ Jabbrrbox	SEE BELOW
Location #17 - T3,K1D	common space	IoT Privacy Booth	(2) Jabbrrbox/ (2) Vend	MAG/ Jabbrrbox	SEE BELOW
Location #18 - T3,G1 Baggage					
Location #19 - T3,M1 Passageway to CTA					
ANTICIPATED OPENING DATE: Jabbrrbox will install pods within 45-90 days after award date					

Chicago Department of Aviation
 Proposal Form B

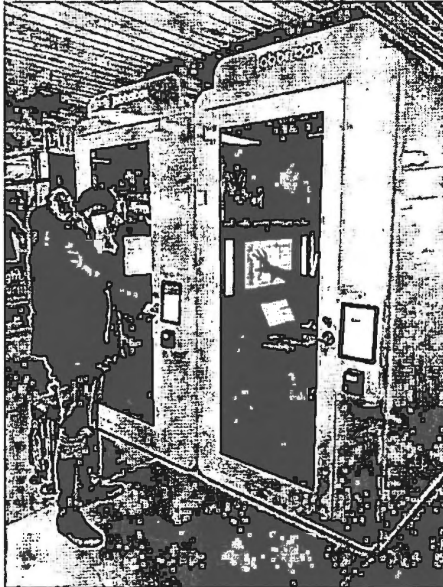
July 30, 2020



1) CONCEPT THEME

Jabrrbox has become a highly sought after IoT passenger amenity that provides personal space for Privacy, Productivity and Wellness, all within less than 16 square feet of floor area.

Users select their preferred duration which has an associated price point, and users have the ability to book on-demand on the outside of each unit, or up to 14 days in advance via the mobile apps and web booking platforms.



When booking on-demand the Jabrrbox comes to life and the door automatically unlocks when payment is confirmed. The user is sent a text message and email containing a 6-digit access code that serves as a code to unlock the door as well as connection to a reservation unique encrypted Wi-Fi session.

When booking via mobile application the user first creates a user profile and stores their credit card information. This allows for advanced reservations, reservation extensions, a listing of all past bookings, and the ability to assign saved units to their most loved location.

Our users are also able to see our entire ecosystem of units, including those in hospitality venues, convention centers, retail environments, office buildings and beyond, supporting the new “work from anywhere” world we now work in. This use-case speaks directly to our Productivity tenet and paints a picture for how our marketing efforts in all verticals strengthen the entire Jabrrbox ecosystem.

Our loyal customers love how Jabrrbox can instantly turn a crowded public space into a private oasis. Whether that means practicing the violin, recording a podcast or catching an important business meeting, the Jabrrbox pods provide an essential space for privacy. We empower our users to be their best selves during their reservations.

Jabrrbox’s Wellness tenet has quickly become our most sought-after use-case, whether that be for mediation and calm, or speaking with a doctor or mental health provider before jumping on a flight. In the past, passengers were forced to take these calls in public, not anymore with the privacy of a Jabrrbox. Passengers are not the only recipients of this offering, as we offer reduced partner pricing to all airport employees that need access to utilize these services which help save them time and money from loss of work hours. To support our Wellness initiatives, we are initially providing PPE products via our Retail Kiosks and look to expand those offerings to other wellness type products in the future.

There is a reason why Jabrrbox has been called the “ultimate escape to serenity” by our users!

2) PROPOSED SERVICES AND PRICING

Jabrrboxes will be available for rent for varying time frames via our website or directly from the touchscreen display at the Jabrrbox location. We will also provide an opportunity to sell Personal Protective Equipment (PPE) from outside of the Jabrrbox, allowing for increase revenue opportunities.

JABRRBOX BOOKING PRICE RATES

\$10 for 15 minutes

\$15 for 30 minutes

\$25 for 45 minutes

\$30 for 60 minutes

\$45 for 90 minutes

\$60 for 120 minutes

PPE RETAIL RATES

\$0.75 Alcohol Disinfectant Wipes

\$4.99 MEDEX Hand Sanitizer Bottle 4oz.

\$0.75 Hand Sanitizer Packet

\$7.99 K95 Face Mask

\$4.66 PPE Kit

\$5.48 Reusable Face Mask

3) SOURCES OF MERCHANDISE, PRODUCTS AND SUPPLIES

Jabrrbox units are constructed in Des Plaines, IL out of the highest quality materials as described in the Preliminary Plans section below. PPE Supplies will be ordered from and provided by Vengo Labs. Cleaning supplies and required tools for regular maintenance will be purchased by our ACDBE, The Forrest Group.

4) PROPOSED CAPITAL IMPROVEMENTS

Our units require very little capital improvements to ORD, allowing us to deploy efficiently and economically, with a commitment of at least \$800,000 for capital investments. Where required, we will provide the necessary power to support our units.

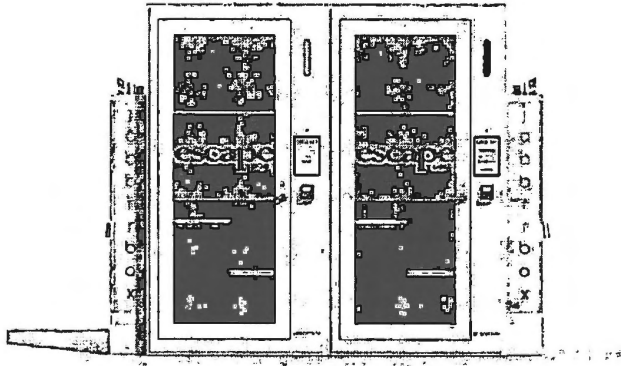
5) SUSTAINABILITY INITIATIVES

Jabrrbox units are currently fabricated and assembled in Des Plaines Illinois, allowing for a short 4.5 miles travel distance from testing and compliance to onsite installation and setup. Further to this, all Jabrrbox components and materials are made from low or no VOC's (volatile organic compounds) and formaldehyde. Jabrrbox units are also 100% recyclable (upcycled) "cradle to cradle" for reuse and redeployment.

6) PRELIMINARY PLANS

WHAT MAKES A JABRRBOX?

Jabrrbox units are constructed from a 3-layer wall system consisting of a 14 gauge, powder coated steel exterior shell, followed by 3" of P.E.T. (recycled plastic water bottles) followed by a metal panel backed ½" P.E.T. (recycled plastic water bottles) rigid wall panel. The Jabrrbox door is made from custom



aluminum extrusions which are also powder coat painted with a ¾" laminated glass panel insert held in place with sound isolating rubber gaskets. User comfort is supplied via 180 cfm of airflow which translates into a complete air refresh rate of 60 seconds.

The interior provides two separate user-controlled lighting elements with one being overhead and the other being front facing. These are both color assignable as well as dimmable which allows a user to create their own "mood". A third set of lights are also

contained in the ceiling and are only activated when the unit is not in use. This light source combines three separate wavelengths of UV lighting to safely sanitize the air and surfaces between use. This light source is tied into occupancy sensors which automatically turn this light source off as the exterior door opens and before the user enters.

Each Jabrrbox unit contains two plug-in points for a user device power, plus two USB power points. The Jabrrbox door hardware is all commercially rated and UL compliant, with concealed door hinges, concealed overhead closer, and a mortise lock body. Each unit contains a built-in place work surface and foam cushion banquette style seat and seat back. All Jabrrbox materials meet or exceed CAL Bulletin 133 standards which specifically regulate the flammability of furniture that will be used in "public spaces.

DESCRIPTION OF AUTOMATED RETAIL KIOSK

Jabrrbox has become the passengers "ultimate escape to serenity" by providing a bookable and reservable quiet oasis for Privacy, Productivity and Wellness. Jabrrbox users can book on-demand at an individual unit, or reserve time in advance via our mobile and web applications in as little as fifteen minutes and up to two hours in duration. Reservations can easily be extended via our mobile apps if a user requires more time or simply needs to wait out a flight delay.

When inside a Jabrrbox users are greeted by a 24" touchscreen running the Jabrrbox user interface which allows them to control their environment by changing the color of the lights and/or adjusting the light level brightness.

Users can also access a map view of the airport terminal to view available concessions and restaurants, and to plan the path to their departing gate.

If our users are curious about the status of their flight, they can enter their flight code and receive the latest updates on departing and arriving gates plus weather forecast at both locations. If our users are experiencing an issue while in the Jabrrbox they can contact Jabrrbox via our support tab.

If our users are running low on cell phone data, it is not a problem as every Jabrrbox session launches a private, encrypted Wi-Fi session with step by step directions on how to connect multiple devices to be productive with work deadlines or to kickback and stream their favorite media.

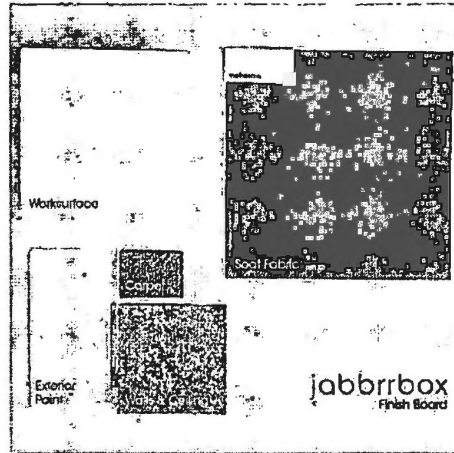
Our users can capture their moment at O'Hare by taking five photos via our photo booth feature and share their travel experience with their friends and family on social media networks.

We invite user feedback and therefore have provided a short user Survey to which helps us iterate and update our product offerings.

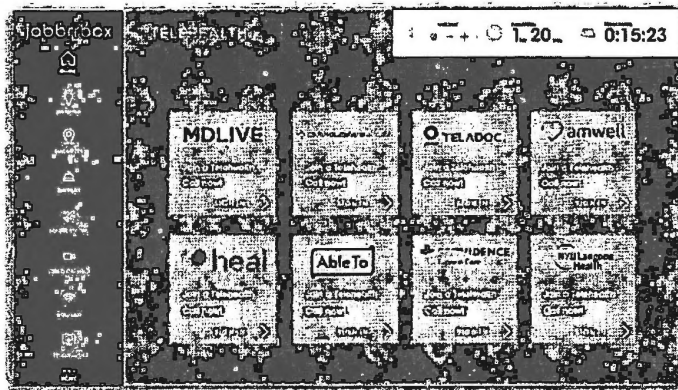
At Jabrrbox we are constantly learning from our users and expanding our experiential services and will soon be launching Telehealth services in partnership with Illinois based Advocate Aurora Health to allow passengers and airport personnel to have live doctor visits while at the airport to reduce time away from the job for maximum work efficiency. We are also partnering with National Telehealth service providers to ensure no matter the insurance provider, they will have access to a doctor while on the move.

We are also currently in the process of integrating the World's largest video conference platforms to allow our users to keep their laptop in their bag and connect to their team on our large display with front facing lighting so our users look their best!

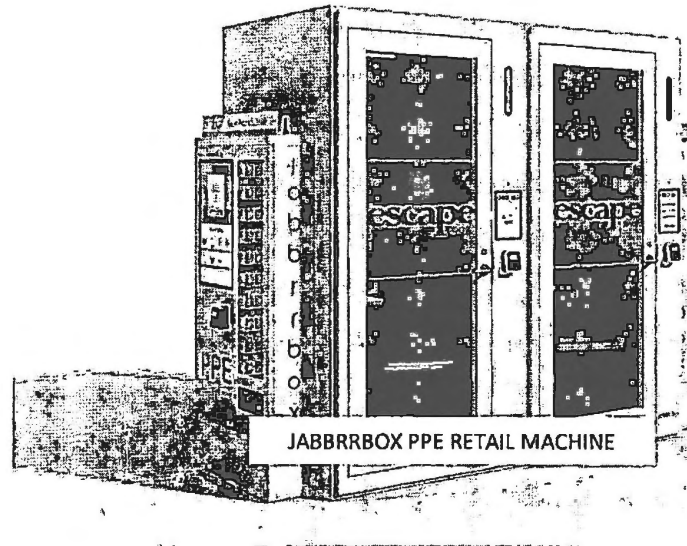
As a result of many user surveys, streaming is a huge request for users to enjoy their favorite movies and shows ahead of their flight. We are currently in direct discussion with various large streaming platforms to provide passengers with all of the media their hearts desire.



Jabrrbox Materials Board



Once placed in O'Hare, we will coordinate with other ORD concessionaires to bring their E-Commerce platforms to the Jabrrbox screen. Users will be able to order from their favorite shops and restaurants, even having food delivered directly to the pod. The opportunities are truly endless.



Our PPE Retail Machines will be Jabrrbox branded and stocked with necessary items for today's traveler. Each of our machines can hold 347 product SKUs and we will be offering a mixture of the following.

- Alcohol Disinfectant Wipes
- 4oz. Hand Sanitizer Bottles
- Hand Sanitizer Wipes
- K95 Face Masks
- PPE Multi-Product Kits
- Reusable Face Masks

We will closely monitor the top selling products and adjust our inventory to respond to sales, as well as offering new products as conditions demand.

MARKETING JABRRBOX

Jabrrbox employs digital marketing strategies to reach our target market of experienced travelers who dream of a private space inside of a busy terminal. We utilize social media to target travelers within the airport, providing valuable information on how to access a Jabrrbox, whether through our app, our online booking portal, or directly at the kiosk. When available, we also promote our services in airports on their digital displays to further educate and promote our feature rich amenity to travelers.

MAG USA will support marketing efforts through our Multi-Channel Commercial Strategy which diversifies and maximizes revenue sources. Each of these channels is addressed through direct contact, promotion,

and marketing by our Commercial and Marketing teams to maximize Jabbrbox utilization and income to ORD and MAG USA. The channels we utilize include:

1. Airlines – We capitalize on the relationships of our parent company, MAG, dealing with 80+ international airlines to enhance our marketing in the US. These strategic partnerships allow for increased reach with the Jabbrbox pods.
2. Digital Channels – Our flexible technology solutions allow us to tailor product messaging and distribution to potential guests. Our bespoke GOairports system interfaces with modern platforms, meaning that we can work with many partners and ensure seamless service.
3. National Networks – To increase awareness, we have made it possible to partner with any type of organization in flexible and technologically driven ways, allowing us to gain access to millions of guests through national partners quickly.



Current MAG airline partners that allow us to extend our reach domestically and internationally.

PROPOSED PROJECT SCHEDULE

The Jabbrbox program will be deployed in Q1 of 2021 with a targeted activation date of February 1st. The units are delivered fully assembled in after hours following all logistics protocol and are fully tested and initialized on site to go live within 24 hours of delivery. We are able to deploy Jabbrbox pods within 45-90 days of award of the bid.

COMPENSATION TO THE CITY
FORM G

Chicago Department of Aviation

July 30, 2020

Proposal Form G
Proposed Concession Fee Rates

Compensation to the City consists of the Minimum Annual Guarantee Fee ("MAG") and Percentage Fee as described in Section D.2. of the RFP. The City has established the MAG to be paid the City during the Lease Years of the Term. This amount is not "biddable." Any respondent who states a different amount in its proposal will be deemed non-responsive and eliminated from further consideration for award of the offered concession. The City has not established a range of Percentage Fee Rate (s) for each concession category. Respondents must propose a Percentage fee rate(s) for each Package. Any respondent who fails to propose a Percentage Fee Rate(s) will be deemed non-responsive and eliminated from further consideration for award of the offered concession.

Respondent: MAG US LOUNGE MANAGEMENT LLC

1) Proposed Percentage Fee Rate:

Concession Category	Percentage Fee Rate Ranges (for product categories)	Sales Tiers	Proposed Percentage Fee Rate
Alternative Mobile Self-Ordering and Delivery Service	n/a	n/a	n/a
Automated Self-Checkout Micro Marts	n/a	n/a	n/a
Automated Retail, Services and Food	n/a	n/a	See narrative below

Note: if not proposing on one or more concession categories (packages) indicate with an "n/a" in the corresponding boxes.

Automated Retail, Services and Food: Proposed Percentage Fee Rate
Two tiers:
1) 10% of gross revenue when operating 4 or less locations
2) 15% of gross revenue when operating 5 or more locations

Proposal Form G

FORM C - PROJECTED SALES, NET INCOME AND CASH FLOW

Proposal Form C
Projected Gross Receipts by Concession Type

Instructions: Provide a good faith estimate of Gross Receipts for each proposed Concession for the 2020 through 2026 Lease Years. The listing of Proposed Concession on this form should correspond with respondent's proposed concept plan. Use additional copies of this table as necessary. On a separate sheet, provide major assumptions in narrative format.

Respondent:

MAG US LOUNGE MANAGEMENT LLC

Proposed Packages:

PACKAGE 3

Concession Type	Proposed Concept/Brand	Anticipated Opening Date	2020 through 2026							
			XX Months 2020	2021	2022	2023	2024	2025	2026	
Package 1	Alternative Mobile Electronic Self-Ordering and Delivery Service									
Package 2	Automated Self-Checkout Micro Marts									
Package 3	Automated Retail Services and Food	SEE BELOW		\$1,074,053.00	\$1,382,433.00	\$1,800,293.00	\$2,253,995.00	\$2,373,157.00	\$2,395,552.00	

Chicago Department of Aviation
Proposal Form C

July 30, 2020

ANTICIPATED OPENING DATE: Jabrrrbox will install pods within 45-90 days after award date

PROFORMA

JBX / MAG CDA RFP	2021	2022	2023	2024	2025	2026	TTL
	Gross Sales	\$ 1,074,533	\$ 1,382,333	\$ 1,800,293	\$ 2,259,995	\$ 2,373,157	
-less COGS	\$ (273,543)	\$ (304,421)	\$ (336,330)	\$ (371,773)	\$ (422,894)	\$ (482,565)	\$ (2,191,526)
Gross Profits	\$ 800,989	\$ 1,077,911	\$ 1,463,962	\$ 1,888,222	\$ 1,950,263	\$ 1,912,987	\$ 9,094,335
Operating Expenses	\$ (695,282)	\$ (716,730)	\$ (755,875)	\$ (798,580)	\$ (814,736)	\$ (809,126)	\$ (4,590,328)
Rent 15%	\$ (161,180)	\$ (207,350)	\$ (270,044)	\$ (338,999)	\$ (355,974)	\$ (359,333)	\$ (1,692,879)
Staff Cost	\$ (130,000)	\$ (136,500)	\$ (143,325)	\$ (150,491)	\$ (158,016)	\$ (165,917)	\$ (884,249)
Marketing Fund	\$ (53,727)	\$ (69,117)	\$ (90,015)	\$ (113,000)	\$ (118,658)	\$ (119,778)	\$ (564,293)
Other GA expense (e Saas, Service, Insurance, Data, etc)	\$ (350,375)	\$ (303,763)	\$ (252,491)	\$ (196,090)	\$ (182,089)	\$ (164,099)	\$ (1,448,907)
EBIDTA	\$ 105,708	\$ 361,182	\$ 708,088	\$ 1,089,641	\$ 1,135,527	\$ 1,103,861	\$ 4,504,007
Cash Flow	\$ 105,708	\$ 466,890	\$ 1,174,977	\$ 2,264,619	\$ 3,400,146	\$ 4,504,007	

FORM D - CAPITAL INVESTMENT AND FINANCING PLAN

Proposal Form D
Capital Investment and Financing Sources Plan

Instructions: Provide proposed capital investment and financing sources for each proposed Concession Package. Investment includes leasehold improvements; furniture, fixtures, and equipment; franchise fees. Investment does not include other start-up costs. The listing of Proposed Concessions on this form should correspond with respondent's proposed concept plan. Use additional copies of this table as necessary.

Respondent: MAG US LOUNGE MANAGEMENT LLC

Packages Proposed: Package 3

Concession Location ID	Proposed Capital Investment	Source 1	Financing Sources (Investor and Debt or Equity) and Amount			Source 3	Amount 3
			Amount 1	Source 2	Amount 2		
Alternative Mobile Self Ordering and Delivery Service	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Automated Self-Checkout Micro Marts	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Automated Retail, Services and Food	\$800,000.00 - assuming (30) units in (15) locations	See below	See below	See below	See below	See below	See below

Chicago Department of Aviation
Proposal Form D

July 30, 2020

FINANCIAL SOURCE: Not applicable - self funded. See financial statements for additional clarity.

(Sub)Exhibit 4.

(To Automated Retail License Agreement With MAG USA Lounge Management LLC)

*Products And Price List.***2) PROPOSED SERVICES AND PRICING**

Jabrrboxes will be available for rent for varying time frames via our website or directly from the touchscreen display at the Jabrrbox location. We will also provide an opportunity to sell Personal Protective Equipment (PPE) from outside of the Jabrrbox, allowing for increase revenue opportunities.

JABRRBOX BOOKING PRICE RATES

\$10 for 15 minutes
 \$15 for 30 minutes
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 \$30 for 60 minutes
 \$45 for 90 minutes
 \$60 for 120 minutes

PPE RETAIL RATES

\$0.75 Alcohol Disinfectant Wipes
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 \$0.75 Hand Sanitizer Packet
 \$7.99 K95 Face Mask
 \$4.66 PPE Kit
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5) SUSTAINABILITY INITIATIVES

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(Sub)Exhibit 5.

(To Automated Retail License Agreement With MAG USA Lounge Management LLC)

Form Of Letter Of Credit.

Issuing Bank Letterhead

(must be a bank located in the Chicago metropolitan area)

Irrevocable Standby Letter of Credit

Letter of Credit No. _____

Date: _____, 20__

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

Attention: Commissioner

1. We hereby open in your favor, at the request and for the account of this irrevocable standby letter of credit in an aggregate amount not to exceed \$_____ Dollars ("Stated Amount"), to be available for payment of your drafts drawn at sight on us signed by the Commissioner of the Chicago Department of Aviation, or her designee.

Your sight drafts must be accompanied by a written certificate, in the form of Exhibit A attached hereto (the "Certificate") signed and completed by you.

2. Partial and multiple drawings are permitted hereunder.
3. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this Letter of Credit is referred to, or to which this Letter of Credit relates; and no such reference shall be deemed to incorporate herein by reference any such document, instrument or agreement. The Account Party is not the owner or beneficiary under this Letter of Credit and possesses no interest whatsoever in this Letter of Credit or its proceeds. Further, this Letter of Credit shall not be affected by any bankruptcy or other insolvency proceeding initiated by or against the Account Party.

This credit shall expire on _____, 20__, unless extended as provided herein.

4. It is a condition of this credit that it will be automatically extended without amendment for an additional period of twelve (12) months from the present and each future expiry date, unless, not less than ninety (90) days prior to the then relevant expiry date, we notify you and Corporate Counsel of the City by registered mail, return receipt requested, that we elect not to extend this credit for any additional period. Upon receipt of such a notification you may draw your sight draft on us prior to the then-relevant expiration date for the unused balance of this credit, which shall be accompanied by your signed written statement that you received notification of our election not to extend.

Drafts must be marked "Drawn under irrevocable Standby Letter of Credit No. _____."

- 5. We hereby agree to honor each draft drawn under and in compliance with the terms of this credit if duly presented at our offices on or before the close of business on the expiry date.
- 6. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.
- 7. This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500, 1993 revision, ("IUCP") and to the Uniform Commercial Code - Letters of Credit, as adopted in Illinois, 810 ILCS 5 -101 et seq., as amended ("UCC"). To the extent that the provisions of the IUCP and UCC conflict, the provisions of the UCC shall govern.
- 8. We hereby undertake that a draft drawn in conformity with the terms of this Letter of Credit will be duly honored on presentation.

By:

Name: _____

Title: _____

(Sub)Exhibit "A" referred to in this Form of Letter Of Credit reads as follows:

(Sub)Exhibit 6.

(To Automated Retail License Agreement With MAG USA Lounge Management LLC)

Insurance Requirements.

Chicago Department of Aviation

**Automated Retail License Agreement
Food, beverage, retail products gifts and vending merchandise at O'Hare
(Vending Machines)**

A. INSURANCE REQUIRED

Licensee must provide and maintain at Licensee's own expense, during the term of the Agreement and during the time period following expiration if Licensee is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services, or operations under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include, but not be limited to, the following: other state endorsement, voluntary compensation and alternate employer, when applicable.

Licensee may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not limited to, the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Licensee's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Licensee's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Licensee may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 3) Automobile Liability (Primary and Umbrella)
When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Licensee with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insured on a primary, non-contributory basis.
- Licensee may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.
- 4) Excess/Umbrella
Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.
- Licensee may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.
- 5) Property
The Licensee must maintain All Risk Property Insurance for the licensed space including improvements and betterments, in the amount of their full replacement cost. Coverage extensions must include Business Income and Extra Expense. The City is to be named as an additional insured and loss payee, as its interest may appear. Licensee is responsible for all loss or damage to personal property including equipment, fixtures, contents, materials and supplies.
- 6) Cyber Liability
Cyber Liability Insurance must be maintained with limits of not less than \$2,000,000 for each occurrence or claim. Coverage must include, but not be limited to network security and privacy liability including computer or network system attacks (liability arising from the loss or disclosure of confidential information), privacy breach response coverage and costs, regulatory liability including fines and penalties, denial or loss of service, introduction, implantation and/or spread of malicious software code, unauthorized access to or use of computer systems, theft of data, and no exclusion/restriction for unencrypted portable devices/media may be on the policy. The City must be named as an additional insured and/or indemnified party. If the City is named as an additional insured and the policy contains an insured vs insured exclusion, the exclusion must be amended, and not be applicable to the City.
- 7) Commercial Crime Insurance
The Licensee must provide a Fidelity Bond or Commercial Crime coverage covering all loss or damage by employee dishonesty, robbery, burglary, theft, destruction or disappearance, computer 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 or on premises or in possession of Licensee at any given time. The City must be named as a loss payee as its interest may appear. Coverage must include, but not be limited to, third party fidelity coverage, including coverage for loss due to theft and must not contain a requirement for an arrest and/or conviction.

8) **Builders Risk**

When Licensee undertakes any construction, including improvements, betterments, upgrades and/or repairs, the Licensee 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/project. The City of Chicago is to be named as an additional insured and loss payee as its interest may appear.

The Licensee is responsible for all loss or damage to City of Chicago property at full replacement cost.

B. Additional Requirements

Evidence of Insurance. Licensee must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 N. LaSalle Street, 60602, and Department of Aviation, 10510 W. Zemke Rd, Chicago, IL 60666, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Licensee must submit evidence of insurance prior to execution of Agreement. 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, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Licensee, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Licensee must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Licensee for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Licensee to comply with required coverage and terms and conditions outlined herein will not limit Licensee's liability or responsibility nor does it relieve Licensee of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Licensee must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Licensee.

Waiver of Subrogation. Licensee hereby waives its rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance

herein for any loss arising from or relating to this Agreement. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Licensee's insurer(s).

Licensee's Insurance Primary. All insurance required of Licensee under this Agreement must be endorsed to state that Licensee's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Licensee's Liabilities. The coverages and limits furnished by Licensee in no way limit the Licensee's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Licensee under this Agreement.

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

Insurance and Limits Maintained. If Licensee maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City.

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

Other Insurance obtained by Licensee. If Licensee desires additional coverages, the Licensee will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Licensee must name the Subcontractor(s) as a named insured(s) under Licensee's insurance or Licensee will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Licensee. Licensee must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Licensee is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Licensee is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Licensee must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Licensee's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 7.

(To Automated Retail License Agreement With MAG USA Lounge Management LLC)

ACDBE Special Conditions And Related Forms.

City of Chicago Department of Aviation

**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 Concessionaire'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.

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.

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). Concessionaire 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 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. PROGRAM 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.

The below 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 Concessionaire 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 Concessionaire is responsible for compliance with federal regulations as they may be amended from time to time.

A. All Concessions Except Rental Cars.

O'Hare International Airport: The City has determined that the appropriate aspirational goal for ACDBE participation in non-rental car concessions is 30%. Historical data regarding ACDBE participation at the City's airports indicates that this aspirational goal should consist of a race-neutral goal of 7% and a race-conscious goal of 23%.

Midway International Airport: The City has determined that the appropriate aspirational goal for ACDBE participation in non-rental car concessions is 37%. Historical data regarding ACDBE participation at the City's airports indicates that this aspirational goal should consist of a race-neutral goal of 5.5% and a race-conscious goal of 31.5%.

- B. 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 at both airports is 2.4%. 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.

In 2012, the Rent-A-Car Concessions Voluntary M/W/DBE Program ("RAC Program")

was approved by City Council of Chicago, Illinois, as part of an amendment to the rental car concession license agreements at Chicago O'Hare and Midway International Airports. (*Coun. J. 12-12-2012, p. 43891.*) As part of the program, the on-airport rental car companies ("RACs") will use good faith efforts to expand contracting opportunities for businesses owned by minorities, women and/or disadvantaged persons in connection with "non-fleet expenditures" attributable to the On-Airport RAC's operations at the Airports. The RACs agree that for fiscal year 2017 and thereafter, the goal of their outreach efforts will be to achieve, at a minimum, 30% of non-fleet expenditures with businesses owned by M/W/DBEs that are either certified or not certified but are owned by minority, women and/or disadvantaged persons.

III. CONCESSIONAIRE'S ACDBE COMMITMENT

A. INITIAL ACDBE COMMITMENT

The extent and nature of the ACDBE participation commitment by Concessionaire 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, "Concessionaire" 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.

The total ACDBE Commitment, stated as a percentage of the concessions gross revenues, must equal or exceed the percentage ACDBE participation required in the Agreement. If the Agreement indicates that there is no ACDBE participation requirement, it will be conclusive evidence that either (a) the RFP contained no contract-specific goal and Concessionaire did not propose any ACDBE participation or (b) the Concessionaire demonstrated, to the satisfaction of the City, that it exerted good faith efforts to obtain ACDBE participation to meet a contract-specific goal but was unable to obtain such participation. In either such event, there will be no Schedule B, C or D attached to these Special Conditions.

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), subtenant(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

Pursuant to 49 CFR 23.25 and 49 CFR 26.53, Concessionaire must not make arbitrary changes to its ACDBE Commitment. Further, after entering into a joint venture agreement, sublicense or subcontract (collectively, "ACDBE agreement") with each approved ACDBE, Concessionaire must not 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 consent of the City. The City will not consent unless Concessionaire shows good cause. Concessionaire 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. Prior to requesting consent from the City to terminate or substitute an ACDBE, Concessionaire must give notice to the ACDBE, with a copy to the City, providing the ACDBE an opportunity to respond.

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 of a percentage of gross revenues, or substitute or additional ACDBE(s) must be retained by Concessionaire 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, Concessionaire and ACDBE(s) must complete revised Schedules B, C or D, as applicable.

These notice and consent requirements apply both pre- and post- award of the Agreement. Note that changes to a joint venture Concessionaire prior to award may result in rejection of the proposal if the City determines, in the sole discretion of the Commissioner, that those changes affect Concessionaire's qualifications.

C. INVOLUNTARY CHANGES IN ACDBE PARTICIPATION

In the event that it appears that Concessionaire will not comply with its ACDBE Commitment because: (i) an ACDBE has defaulted in its performance under the ACDBE agreement through no fault of Concessionaire, (ii) an ACDBE is decertified by the Illinois UCP through no fault of Concessionaire 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 Concessionaire 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 Concessionaire, then Concessionaire must promptly notify the ACDBE with a copy to the City, of its intent to terminate or substitute the ACDBE's participation and provide the ACDBE with a minimum of five days to respond, unless the City grants permission for a shorter response period as a matter of public necessity (i.e. safety). Concessionaire requests to the City for permission to terminate or substitute an ACDBE must specify 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, Concessionaire 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, Concessionaire must demonstrate those good faith efforts to the satisfaction of the Commissioner. Failure to comply with the foregoing shall be an event of default under the Agreement.

Concessionaire's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will NOT be acceptable include: A replacement firm has been recruited to perform the same function under terms more advantageous to the Concessionaire; issues about performance by the committed ACDBE were disputed (unless every reasonable effort has already 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.

D. ACDBE SUBSTITUTION AND ADDITIONAL ACDBEs

If Concessionaire identifies a substitute, replacement or additional ACDBE for the City's approval, Concessionaire'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 Concessionaire and the ACDBE to enter into such an ACDBE agreement upon approval by the City. Concessionaire 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 fifteen working days 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 Concessionaire before City approval is given. An ACDBE agreement between Concessionaire 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 Concessionaire 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 Concessionaire will revisit and possibly adjust the Concessionaire'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. Concessionaire 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. CONCESSIONS OTHER THAN RENTAL CAR

In order for 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 (but may be subject to goals for M/WBE or other types of participation under a local program as specified by the City). Otherwise, ACDBE participation in non-rental car concessions is counted in accordance with 49 CFR § 23.55 as follows:

1. *Concessionaire is an ACDBE.* When Concessionaire is an ACDBE or a joint venture consisting only of ACDBEs, the gross receipts earned by Concessionaire are counted. Gross receipts attributable to a non-ACDBE sublicensee of Concessionaire are not counted.

2. *Separate locations.* When an ACDBE performs as a sublicensee to Concessionaire with its own concession location or when Concessionaire 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.
3. *Joint venture, no separate locations.* When Concessionaire 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 Concessionaire'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. When the City has reason to doubt the extent of an ACDBE joint venturer's commercially useful contribution towards the concessionaire's gross receipts, the City may require Concessionaire to submit evidence to substantiate the value of the ACDBE's contribution. If the Concessionaire fails to submit satisfactory evidence, it is an event of default under the Agreement.
4. *Subcontractor participation.* When an ACDBE provides, as a subcontractor to Concessionaire, 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 a 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 Concessionaire 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 Concessionaire, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services.
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 Concessionaire's ACDBE Commitment are 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 Concessionaire if there is any change in the ACDBE's certification status. Concessionaire, 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, Concessionaire 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 extension of its certification 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 Concessionaire 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 expiration of the Agreement. Concessionaire grants full access to these records to the City of Chicago, Federal or State authorities, the U.S. Department of Justice, or their duly authorized

representatives.

C. REPORTING

Concessionaire 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 Concessionaire'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 Concessionaire and be notarized.

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. Concessionaire 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 Concessionaire and the ACDBE in Schedules B, C or D, or that Concessionaire 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.

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 Concessionaire 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. Concessionaire must solicit this interest within sufficient time to allow the ACDBEs to respond to the solicitation. Concessionaire 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.
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.
5. 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.
6. 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.
7. Making efforts to assist interested ACDBEs in obtaining bonding, lines of credit or insurance as required by the City or Concessionaire.
8. Making efforts to assist interested ACDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
9. 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 Concessionaire is required to demonstrate good faith efforts by Part 23 or these Special Conditions, Concessionaire must provide supporting documentation to the satisfaction of the Commissioner. This means documentation to show that Concessionaire took all necessary and 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 Concessionaire 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 Concessionaire negotiated in good faith with interested ACDBEs.
 7. Evidence that Concessionaire did not reject ACDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
 8. Evidence that Concessionaire 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 Concessionaire made efforts to assist interested ACDBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
 10. Evidence that Concessionaire 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 Concessionaire for verification of such notification.
 11. Evidence that ACDBE participation is excessively costly. In order to establish that a ACDBE's quote is excessively costly, Concessionaire must provide the following information:
 - d) A detailed statement of the opportunity identified for ACDBE participation for which Concessionaire asserts the ACDBE quote(s) were excessively costly.
 - e) A listing of all potential business partners or subcontractors contacted for a quotation on that opportunity.
 - f) Prices quoted by all such potential business partners or subcontractors for that opportunity.
 - g) Other documentation that demonstrates to the satisfaction of the City that the ACDBE quotes are excessively costly.
- C. ADMINISTRATIVE RECONSIDERATION
1. For the purposes of this Agreement, the City has delegated the responsibility for making

the determination regarding a Concessionaire's good faith efforts to the Department of Aviation. The determination shall be based upon the Department's review of the documentation that the Concessionaire has timely submitted. Within five days of being informed by the Department that Concessionaire has not documented sufficient good faith efforts, Concessionaire may request administrative reconsideration. The request must be made in writing to the following official:

City of Chicago
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 Concessionaire 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:

City of Chicago
Department of Procurement Services
City Hall, Room 806
121 N. LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

City of Chicago
Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Attention: Deputy Commissioner for Concessions

City of Chicago
Department of Law
30 North LaSalle Street, Room 1400
Chicago, Illinois 60602
Attention: Deputy Corporation Counsel, Aviation

2. As part of this reconsideration, the Concessionaire will have the opportunity to provide written documentation or argument concerning the issue of whether it made adequate good faith efforts. The Concessionaire will have the opportunity to meet in person with the reconsideration officer to discuss whether it did so. The Department will send the Concessionaire a written decision on reconsideration, explaining the basis for finding that the Concessionaire did or did not make adequate good faith efforts.

VII. NON-COMPLIANCE AND DAMAGES

A. NON-COMPLIANCE GENERALLY

Concessionaire'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 Concessionaire 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 Concessionaire. At the City's option, any improvements added by Concessionaire must remain for the new tenant at no cost to the City or the new tenant.

B. NON-COMPLIANCE WITH ACDBE AGREEMENT

If Concessionaire has not complied with the requirements of an ACDBE agreement, the affected ACDBE may seek to recover from Concessionaire 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, Concessionaire consents to have any disputes between Concessionaire 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 Concessionaire'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 Concessionaire until the City receives a copy of the final arbitration decision, but in no event will Concessionaire 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.

(Sub)Exhibit 8.

(To Automated Retail License Agreement With MAG USA Lounge Management LLC)

MBE/WBE Special Conditions And Related Forms.

I. Policy and Terms

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

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

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

Contract Specific Goals and Bids

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

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

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

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

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

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

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

Contract Specific Goals and Contract Modifications

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

II. Definitions

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

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

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

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

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as

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

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

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

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

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

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

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

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

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

"Minority Business Enterprise" or "MBE" means a firm certified as a minority-owned business enterprise in accordance with City Ordinances and Regulations.

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

items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Women Business Enterprise" or "WBE" means a firm certified as a women-owned business enterprise in accordance with City Ordinances and Regulations.

III. Joint Ventures

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

A. The joint venture may be eligible for credit towards the Contract Specific Goals only if:

1. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
3. Each joint venture partner executes the bid to the City; and
4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.

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

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

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

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

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

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

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

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

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

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

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

- A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.

1. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 2. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
- B. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.

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

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

- H. If the MBE or WBE subcontracts out any of its work:
1. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 2. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except for the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces as allowed by C.1. above).
 3. The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance or the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 4. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 5. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

V. **Procedure to Determine Bid Compliance**

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

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

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

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

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

original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D within five (5) business days after the date of the bid opening.

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

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

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

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

D. Letters of Certification

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

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

E. Schedule F: Report of Subcontractor Solicitations

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

F. Schedule H: Documentation of Good Faith Efforts

1. If a bidder determines that it is unable to meet the Contract Specific Goals, it must document its good faith efforts to do so, including the submission of Attachment C, Log of Contacts.

2. If the bidder's Compliance Plan demonstrates that it has not met the Contract Specific Goals in full or in part, the bidder must submit its Schedule H no later than three business days after notification by the Chief Procurement Officer of its status as the apparent lowest bidder. Failure to submit a complete Schedule H will cause the bid to be rejected as non-responsive.
3. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;
 - b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
 - i. Names, addresses, emails and telephone numbers of firms solicited;
 - ii. Date and time of contact;
 - iii. Person contacted;
 - iv. Method of contact (letter, telephone call, facsimile, electronic mail, etc.).
 - c. Evidence of contact, including:
 - i. Project identification and location;
 - ii. Classification/commodity of work items for which quotations were sought;
 - iii. Date, item, and location for acceptance of subcontractor bids;
 - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why agreements were not reached.
 - v. Bids received from all subcontractors.
 - d. Documentation of bidder or contractor contacts with at least one of the minority and women assistance associations on Attachment A.
- G. Agreements between a bidder or contractor and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders or contractors are prohibited.
- H. Prior to award, the bidder agrees to promptly cooperate with the Department of Procurement Services in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed MBE or WBE. Failure to cooperate may render the bid non-responsive.
- I. If the City determines that the Compliance Plan contains minor errors or omissions, the bidder or contractor must submit a revised Compliance Plan within five (5) business days after notification by the City that remedies the minor errors or omissions. Failure to correct all minor errors or omissions may result in the determination that a bid is non-responsive.
- J. No later than three (3) business days after receipt of the executed contract, the contractor must execute a complete subcontract agreement or purchase order with each MBE and WBE listed in the Compliance Plan. No later than eight (8) business days after receipt of the executed contract, the contractor must provide copies of each signed subcontract, purchase order, or other agreement to the Department of Procurement Services.

VI. Demonstration of Good Faith Efforts

- A. In evaluating the Schedule H to determine whether the bidder or contractor has made good faith efforts, the performance of other bidders or contractors in meeting the goals may be considered.
- B. The Chief Procurement Officer shall consider, at a minimum, the bidder's efforts to:
1. Solicit through reasonable and available means at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H. The bidder or contractor must solicit MBEs and WBEs within seven (7) days prior to the date bids are due. The bidder or contractor must take appropriate steps to follow up initial solicitations with interested MBEs or WBEs.
 2. Advertise the contract opportunities in media and other venues oriented toward MBEs and WBEs.
 3. Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 4. Negotiate in good faith with interested MBEs or WBEs that have submitted bids. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a bidder's failure to meet the Contract Specific Goals, as long as such costs are reasonable.
 5. Not reject MBEs or WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's or WBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the Contract Specific Goals.
 6. Make a portion of the work available to MBE or WBE subcontractors and suppliers and selecting those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the Contract Specific Goals.
 7. Make good faith efforts, despite the ability or desire of a bidder or contractor to perform the work of a contract with its own organization. A bidder or contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the Contract Specific Goals have been met.
 8. Select portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation, even when the bidder or contractor might otherwise prefer to perform these work items with its own forces.

9. Make efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.
 10. Make efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and
 11. Effectively use the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- C. If the bidder disagrees with the City's determination that it did not make good faith efforts, the bidder may file a protest pursuant to the Department of Procurement Services Solicitation and Contracting Process Protest Procedures within 10 business days of a final adverse decision by the Chief Procurement Officer.

VII. Changes to Compliance Plan

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

1. The bidder or contractor must notify the Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
 2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the request.
 3. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make good faith efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of good faith efforts, must meet the requirements in sections V and VI. If the MBE or WBE Contract Specific Goal cannot be reached and good faith efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
 4. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make good faith efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
 5. A new subcontract must be executed and submitted to the Chief Procurement Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.
- D. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

VIII. Reporting and Record Keeping

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

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

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

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

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

IX. Non-Compliance

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

of the Municipal Code of the City of Chicago, within 15 business days of the final determination.

X. Arbitration

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

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

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

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

XI. Equal Employment Opportunity

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

(Sub)Exhibit 9.
(To Automated Retail License Agreement With MAG USA Lounge Management LLC)

Economic Disclosure Statements And Affidavits.



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 164426

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

MAG US Lounge Management LLC

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

100 N. LaSalle St. Suite 900
Chicago, IL 60602
United States

C. Telephone:

+447711574373

Fax:

Email:

rosie.macadie@magairports.com

D. Name of contact person:

Miss Rosemary Macadie

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:

ORD Automated Retail, Food and Service Vending Units RFP

G. Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Limited liability company

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Delaware

Registered to do business in the State of Illinois as a foreign entity?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.2 Does the Disclosing Party have any officers?

Yes

1.a.4 List below the full names and titles of all executive officers of the entity.

Officer: Mr. Martin Jones

Title: President

Role: Officer

Officer: Mr. Bradley Comm

Title: Treasurer

Role: Officer

B. CERTIFICATION REGARDING CONTROLLING INTEREST

1.b.1 Are there any individuals who directly or indirectly control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

No

1.b.3 Are there any legal entities that directly or indirectly control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

Yes

1.b.4 List all legal entities that function as general partners, managing members, managers, and any others who directly or indirectly control the day-to-day management of the Disclosing Party. Each legal entity listed below must submit an EDS on its own behalf.

Name: Manchester Airport Group US Holdings Inc

Title: Manager

Business Address: 100 N. LaSalle St. Suite 900
Chicago, IL 60602 United States

2. Ownership Information

Please provide ownership information concerning each person or entity that holds, or is anticipated to hold (see next paragraph), a direct or indirect beneficial interest in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation,

partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Each legal entity below may be required to submit an EDS on its own behalf.

Please disclose present owners below. Please disclose anticipated owners in an attachment submitted through the "Additional Info" tab. "Anticipated owner" means an individual or entity in existence at the time application for City action is made, which is not an applicant or owner at such time, but which the applicant expects to assume a legal status, within six months of the time the City action occurs, that would render such individual or entity an applicant or owner if they had held such legal status at the time application was made.

- Manchester Airport Group US Holdings Inc - 100.0% - EDS 164427
 - MAG Investments US Limited - 100.0% - EDS 164432
 - MAG US (Apollo) Limited - 100.0% - EDS 164433
 - Manchester Airport Group Finance Ltd - 100.0% - EDS 164434
 - Manchester Airport Group Investments Ltd - 100.0% - EDS 164435
 - Manchester Airport Finance Holdings Ltd - 100.0% - EDS 164436
 - Manchester Airports Holdings Ltd - 100.0% - EDS 164437
 - Manchester City Council - 35.5% - EDS 164438
 - The Conyers Trust Company (Cayman) Limited for IFM Global Infrastructure Fund - 35.5% - EDS 164439

Owner Details

Name	Business Address
MAG Investments US Limited	Olympic House Manchester Airport Manchester, United Kingdom
MAG US (Apollo) Limited	Olympic House Manchester Airport Manchester, United Kingdom

Manchester Airport Finance Holdings Ltd	Olympic House Manchester, United Kingdom
Manchester Airport Group Finance Ltd	Olympic House Manchester Airport Manchester, United Kingdom
Manchester Airport Group Investments Ltd	Olympic House Manchester Airport Manchester, United Kingdom
Manchester Airport Group US Holdings Inc	100 N. LaSalle St. Suite 900 Chicago, IL United States
Manchester Airports Holdings Ltd	Olympic House Manchester Airport Manchester, United Kingdom
Manchester City Council	Town Hall Manchester, United Kingdom
The Conyers Trust Company (Cayman) Limited for IFM Global Infrastructure Fund	Cricket Square, Hutchins Drive P.O. Box 2681 Grand Cayman , Cayman Islands

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

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

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

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained or does it anticipate retaining any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	Jabrrrbox, Inc.
Anticipated/Retained:	Retained
Business Address:	, United States
Relationship:	Subcontractor - non MWDBE
Fees (\$\$ or %):	20%
Estimated/Paid:	Estimated

3. Has the Disclosing Party retained or does it anticipate retaining any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

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

I certify the above to be true

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

I certify the above to be true

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

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

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- 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.

I certify the above to be true

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

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency" ; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I certify the above to be true

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

I certify the above to be true

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/ subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (If not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/

or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article 1 (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited

partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

No

APPENDIX C-PROHIBITION ON WAGE & SALARY HISTORY SCREENING

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

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

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

Yes

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

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

/s/ 07/13/2021

Miss Rosemary Macadie

Legal Counsel

MAG US Lounge Management LLC

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 164427**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Manchester Airport Group US Holdings Inc

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity currently holding an interest in the Applicant

The Disclosing Party holds an interest in

MAG US Lounge Management LLC and EDS is 164426

B. Business address of the Disclosing Party:

100 N. LaSalle St. Suite 900
Chicago, IL 60602
United States

C. Telephone:

+447711574373

Fax:

Email:

rosie.macadie@magairports.com

D. Name of contact person:

Miss Rosemary Macadie

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



SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Delaware

Registered to do business in the State of Illinois as a foreign entity?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Mr. Martin Jones

Title: President

Role: Both

Officer/Director: Mr. Bradley Comm

Title: CFO

Role: Both

Officer/Director: Mr. Charles Cornish

Title: Director

Role: Director

Officer/Director: Mrs. Jennifer Cochrane
Title: Secretary
Role: Officer

2. Ownership Information

Please confirm ownership information concerning each person or entity that having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). 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. Note: Each legal entity below may be required to submit an EDS on its own behalf.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/ are listed below:

- MAG Investments US Limited - 100.0%

Owner Details

Name	Business Address
MAG Investments US Limited	Olympic House Manchester Airport Manchester, United Kingdom

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

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a

financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

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

I certify the above to be true

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

I certify the above to be true

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

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

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

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

- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- 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.

I certify the above to be true

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

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions.

Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all

managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in

this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 07/13/2021

Miss Rosemary Macadie

Legal Counsel

Manchester Airport Group US Holdings Inc

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 164432

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

MAG Investments US Limited

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity currently holding an interest in the Applicant

The Disclosing Party holds an interest in

MAG US Lounge Management LLC and EDS is 164426

B. Business address of the Disclosing Party:

Olympic House
Manchester Airport
Manchester, M90 1 QX
United Kingdom

C. Telephone:

+447711574373

Fax:

Email:

rosie.macadie@magairports.com

D. Name of contact person:

Rosemary Macadie

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

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

United Kingdom

Registered to do business in the State of Illinois as a foreign entity?

No

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Mr. Charles Cornish

Title: CEO

Role: Director

Officer/Director: Mrs. Janine Brammal

Title: CFO

Role: Director

Officer/Director: Mr. John O'Toole

Title: CCO
Role: Director

2. Ownership Information

Please confirm ownership information concerning each person or entity that having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). 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. Note: Each legal entity below may be required to submit an EDS on its own behalf.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/ are listed below:

- MAG US (Apollo) Limited - 100.0%
 - Manchester Airport Group Finance Ltd - 100.0%
 - Manchester Airport Group Investments Ltd - 100.0%
 - Manchester Airport Finance Holdings Ltd - 100.0%
 - Manchester Airports Holdings Ltd - 100.0%
 - Manchester City Council - 35.5%
 - The Conyers Trust Company (Cayman) Limited for IFM Global Infrastructure Fund - 35.5%

Owner Details

Name	Business Address
MAG US (Apollo) Limited	Olympic House Manchester Airport Manchester, United Kingdom
Manchester Airport Finance Holdings Ltd	Olympic House Manchester, United Kingdom
Manchester Airport Group Finance Ltd	Olympic House Manchester Airport Manchester, United Kingdom

Manchester Airport Group Investments Ltd	Olympic House Manchester Airport Manchester, United Kingdom
Manchester Airports Holdings Ltd	Olympic House Manchester Airport Manchester, United Kingdom
Manchester City Council	Town Hall Manchester, United Kingdom
The Conyers Trust Company (Cayman) Limited for IFM Global Infrastructure Fund	Cricket Square, Hutchins Drive P.O. Box 2681 Grand Cayman , Cayman Islands

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

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

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

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

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

I certify the above to be true

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

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11(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, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

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

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or

- 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.

I certify the above to be true

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

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery

era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article 1 (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

N/A because the Disclosing Party is neither the Applicant nor has a direct ownership interest

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

N/A because the Disclosing party is neither the Applicant nor has a direct ownership interest.

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of attachments uploaded by vendor

None .

CERTIFICATION

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

/s/ 07/13/2021
Rosemary Macadie
Legal Counsel
MAG Investments US Limited

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 164433**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

MAG US (Apollo) Limited

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity currently holding an interest in the Applicant

The Disclosing Party holds an interest in

MAG US Lounge Management LLC and EDS is 164426

B. Business address of the Disclosing Party:

Olympic House
Manchester Airport
Manchester, M90 1QX
United Kingdom

C. Telephone:

+447711574373

Fax:

Email:

rosie.macadie@magairports.com

D. Name of contact person:

Rosemary Macadie

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

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

United Kingdom

Registered to do business in the State of Illinois as a foreign entity?

No

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Mr. Charles Cornish

Title: CEO

Role: Director

Officer/Director: Mrs. Janine Bramall

Title: CFO

Role: Director

Officer/Director: Mr. John O'Toole

Title: CCO
Role: Director

2. Ownership Information

Please confirm ownership information concerning each person or entity that having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). 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. Note: Each legal entity below may be required to submit an EDS on its own behalf.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/ are listed below:

- Manchester Airport Group Finance Ltd - 100.0%
 - Manchester Airport Group Investments Ltd - 100.0%
 - Manchester Airport Finance Holdings Ltd - 100.0%
 - Manchester Airports Holdings Ltd - 100.0%
 - Manchester City Council - 35.5%
 - The Conyers Trust Company (Cayman) Limited for IFM Global Infrastructure Fund - 35.5%

Owner Details

Name	Business Address
Manchester Airport Finance Holdings Ltd	Olympic House Manchester, United Kingdom
Manchester Airport Group Finance Ltd	Olympic House Manchester Airport Manchester, United Kingdom
Manchester Airport Group Investments Ltd	Olympic House Manchester Airport Manchester, United Kingdom
Manchester Airports Holdings Ltd	Olympic House Manchester Airport

	Manchester, United Kingdom
Manchester City Council	Town Hall Manchester, United Kingdom
The Conyers Trust Company (Cayman) Limited for IFM Global Infrastructure Fund	Cricket Square, Hutchins Drive P.O. Box 2681 Grand Cayman , Cayman Islands

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

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

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

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

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

I certify the above to be true

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

I certify the above to be true

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including

actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

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

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- 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.

I certify the above to be true

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the

information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

N/A because the Disclosing Party is neither the Applicant nor has a direct ownership interest

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

N/A because the Disclosing party is neither the Applicant nor has a direct ownership interest.

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 07/13/2021
Rosemary Macadie
Legal Counsel
MAG US (Apollo) Limited

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 164434**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Manchester Airport Group Finance Ltd

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity currently holding an interest in the Applicant

The Disclosing Party holds an interest in

MAG US Lounge Management LLC and EDS is 164426

B. Business address of the Disclosing Party:

Olympic House
Manchester Airport
Manchester, M90 1QX
United Kingdom

C. Telephone:

+447711574373

Fax:

Email:

rosie.macadie@magairports.com

D. Name of contact person:

Miss Rosemary Macadie

E. Federal Employer Identification No. (if you have one):

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

United Kingdom

Registered to do business in the State of Illinois as a foreign entity?

No

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Mr. Charles Cornish

Title: CEO

Role: Director

Officer/Director: Mrs. Janine Brammal

Title: CFO

Role: Director

Officer/Director: Mr. John O'Toole

Title: CCO
Role: Director

2. Ownership Information

Please confirm ownership information concerning each person or entity that having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). 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. Note: Each legal entity below may be required to submit an EDS on its own behalf.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/ are listed below:

- Manchester Airport Group Investments Ltd - 100.0%
 - Manchester Airport Finance Holdings Ltd - 100.0%
 - Manchester Airports Holdings Ltd - 100.0%
 - Manchester City Council - 35.5%
 - The Conyers Trust Company (Cayman) Limited for IFM Global Infrastructure Fund - 35.5%

Owner Details

Name	Business Address
Manchester Airport Finance Holdings Ltd	Olympic House Manchester, United Kingdom
Manchester Airport Group Investments Ltd	Olympic House Manchester Airport Manchester, United Kingdom
Manchester Airports Holdings Ltd	Olympic House Manchester Airport Manchester, United Kingdom
Manchester City Council	Town Hall Manchester, United Kingdom

The Conyers Cricket Square, Hutchins Drive
 Trust Company P.O. Box 2681
 (Cayman) Limited Grand Cayman ,
 for IFM Global Cayman Islands
 Infrastructure Fund

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this

EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics).

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- 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.

I certify the above to be true

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands

that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

N/A because the Disclosing Party is neither the Applicant nor has a direct ownership interest

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

N/A because the Disclosing party is neither the Applicant nor has a direct ownership interest.

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 07/13/2021

Miss Rosemary Macadie
Legal Counsel

Manchester Airport Group Finance Ltd

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 164435**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Manchester Airport Group Investments Ltd

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity currently holding an interest in the Applicant

The Disclosing Party holds an interest in

MAG US Lounge Management LLC and EDS is 164426

B. Business address of the Disclosing Party:

Olympic House
Manchester Airport
Manchester, M90 1QX
United Kingdom

C. Telephone:

+447711574373

Fax:

Email:

rosie.macadie@magairports.com

D. Name of contact person:

Rosemary Macadie

E. Federal Employer Identification No. (if you have one):

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

United Kingdom

Registered to do business in the State of Illinois as a foreign entity?

No

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Charles Cornish

Title: CEO

Role: Director

Officer/Director: Janine Bramall

Title: CFO

Role: Director

Officer/Director: John O'Toole

Title: CCO
Role: Director

2. Ownership Information.

Please confirm ownership information concerning each person or entity that having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). 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. Note: Each legal entity below may be required to submit an EDS on its own behalf.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/ are listed below:

- Manchester Airport Finance Holdings Ltd - 100.0%
 - Manchester Airports Holdings Ltd - 100.0%
 - Manchester City Council - 35.5%
 - The Conyers Trust Company (Cayman) Limited for IFM Global Infrastructure Fund - 35.5%

Owner Details

Name	Business Address
Manchester Airport Finance Holdings Ltd	Olympic House Manchester, United Kingdom
Manchester Airports Holdings Ltd	Olympic House Manchester Airport Manchester, United Kingdom
Manchester City Council	Town Hall Manchester, United Kingdom
The Conyers Trust Company (Cayman) Limited for IFM Global Infrastructure Fund	Cricket Square, Hutchins Drive P.O. Box 2681 Grand Cayman , Cayman Islands

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

2. The Disclosing Party and Its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics).

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- 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.

I certify the above to be true

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official

City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from

the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof

currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

N/A because the Disclosing Party is neither the Applicant nor has a direct ownership interest

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

N/A because the Disclosing party is neither the Applicant nor has a direct ownership interest.

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS,

including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 07/13/2021

Rosemary Macadie

Legal Counsel

Manchester Airport Group Investments Ltd

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 164436

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Manchester Airport Finance Holdings Ltd

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity currently holding an interest in the Applicant

The Disclosing Party holds an interest in

MAG US Lounge Management LLC and EDS is 164426

B. Business address of the Disclosing Party:

Olympic House
Manchester, M90 1QX
United Kingdom

C. Telephone:

+447711574373

Fax:

Email:

rosie.macadie@magairports.com

D. Name of contact person:

Rosemary Macadie

E. Federal Employer Identification No. (if you have one):

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

United Kingdom

Registered to do business in the State of Illinois as a foreign entity?

No

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	Charles Cornish
Title:	CEO
Role:	Director

Officer/Director:	Janine Bramall
Title:	CFO
Role:	Director

Officer/Director:	John O'Toole
Title:	CCO

Role: Director

2. Ownership Information

Please confirm ownership information concerning each person or entity that having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). 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. Note: Each legal entity below may be required to submit an EDS on its own behalf.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/ are listed below:

- Manchester Airports Holdings Ltd - 100.0%
 - Manchester City Council - 35.5%
 - The Conyers Trust Company (Cayman) Limited for IFM Global Infrastructure Fund - 35.5%

Owner Details

Name	Business Address
Manchester Airports Holdings Ltd	Olympic House Manchester Airport Manchester, United Kingdom
Manchester City Council	Town Hall Manchester, United Kingdom
The Conyers Trust Company (Cayman) Limited for IFM Global Infrastructure Fund	Cricket Square, Hutchins Drive P.O. Box 2681 Grand Cayman , Cayman Islands

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics).

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- 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.

I certify the above to be true

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/ or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild,

father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

N/A because the Disclosing Party is neither the Applicant nor has a direct ownership interest

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

N/A because the Disclosing party is neither the Applicant nor has a direct ownership interest.

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 07/13/2021

Rosemary Macadie

Legal Counsel

Manchester Airport Finance Holdings Ltd

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 164437**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Manchester Airports Holdings Ltd

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity currently holding an interest in the Applicant

The Disclosing Party holds an interest in

MAG US Lounge Management LLC and EDS is 164426

B. Business address of the Disclosing Party:

Olympic House
Manchester Airport
Manchester, M90 1QX
United Kingdom

C. Telephone:

+447711574373

Fax:

Email:

rosie.macadie@magairports.com

D. Name of contact person:

Rosemary Macadie

E. Federal Employer Identification No. (if you have one):

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

United Kingdom

Registered to do business in the State of Illinois as a foreign entity?

No

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Janine Bramall

Title: CFO

Role: Director

Officer/Director: John Blundell

Title: Director

Role: Director

Officer/Director: Charles Cornish

Title:	CEO
Role:	Director

Officer/Director:	Richard Leese
Title:	Director
Role:	Director

Officer/Director:	Manoj Mehta
Title:	Director
Role:	Director

Officer/Director:	Adrian Montague
Title:	Director
Role:	Director

Officer/Director:	Vanda Murray
Title:	Director
Role:	Director

Officer/Director:	Robert Napier
Title:	Director
Role:	Director

Officer/Director:	John O'Toole
Title:	CCO
Role:	Director

Officer/Director:	Bernard Priest
Title:	Director
Role:	Director

Officer/Director:	Catherine Scheffer
Title:	Director
Role:	Director

Officer/Director:	Christian Seymour
Title:	Director
Role:	Director

Officer/Director:	Jonathan Wragg
Title:	Director
Role:	Director

2. Ownership Information

Please confirm ownership information concerning each person or entity that having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). 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. Note: Each legal entity below may be required to submit an EDS on its own behalf.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/ are listed below:

- Manchester City Council - 35.5%
- The Conyers Trust Company (Cayman) Limited for IFM Global Infrastructure Fund - 35.5%

Owner Details

Name	Business Address
Manchester City Council	Town Hall Manchester, United Kingdom
The Conyers Trust Company (Cayman) Limited for IFM Global Infrastructure Fund	Cricket Square, Hutchins Drive P.O. Box 2681 Grand Cayman , Cayman Islands

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a

financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics).

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- 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.

I certify the above to be true

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions.

Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all

managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

N/A because the Disclosing Party is neither the Applicant nor has a direct ownership interest

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

N/A because the Disclosing party is neither the Applicant nor has a direct ownership interest.

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 07/13/2021
Rosemary Macadie
Legal Counsel
Manchester Airports Holdings Ltd

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

An official website of the City of Chicago Here's how you know

 **ONLINE ECONOMIC DISCLOSURE STATEMENT**

Glen Ryniewski
Dept of Aviation

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EDS 164426 - History

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Search:

Status	Version On	Created By	Action	Comments
DRAFT	07/13/2021 03:51 AM	Miss Rosemary Macadie	EDS_SAVED	
DRAFT	07/13/2021 03:55 AM	Miss Rosemary Macadie	EDS_SAVED	
DRAFT	07/13/2021 04:03 AM	Miss Rosemary Macadie	EDS_SAVED	
DRAFT	07/13/2021 04:05 AM	Miss Rosemary Macadie	EDS_SAVED	
SUBMITTED	07/13/2021 04:07 AM	Miss Rosemary Macadie	EDS_SUBMITTED	
COMPLETE	07/13/2021 04:19 AM	Miss Rosemary Macadie	EDS_MARKED_COMPLETE	
IN_CA_REVIEW	07/13/2021 11:12 AM	Benjamin Ho	INITIATED_REVIEW	
IN_CA_REVIEW	07/13/2021 11:12 AM	Benjamin Ho	OPENED_FOR_CA_REVIEW	
RETURNED	07/13/2021 11:13 AM	Benjamin Ho	RETURN_EDS_CA	Please add the ownership structure per our conversation.
SUBMITTED	07/13/2021 11:50 AM	Miss Rosemary Macadie	EDS_SUBMITTED	
IN_CA_REVIEW	07/15/2021 11:35 AM	Glen Ryniewski	EDS_OVERRIDE_COMPLETE	
IN_CA_REVIEW	07/15/2021 11:38 AM	Glen Ryniewski	OPENED_FOR_CA_REVIEW	
IN_CA_REVIEW	07/15/2021 11:40 AM	Glen Ryniewski	OPENED_FOR_CA_REVIEW	

Manchester City Council is a Foreign Local Government and does not require an EDS per EDS Rules Section 1(b).

Status	Version On	Created By	Action	Comments
IN_CA_REVIEW	07/15/2021 11:40 AM	Glen Ryniewski	PRIME_CANCELED_DEPUTY_REVIEW	
IN_CA_REVIEW	07/15/2021 11:41 AM	Saundra Fried	OPENED_FOR_CA_REVIEW	
IN_CA_REVIEW	07/15/2021 11:58 AM	Saundra Fried	OPENED_FOR_CA_REVIEW	
IN_CA_REVIEW	07/15/2021 12:02 PM	Saundra Fried	OPENED_FOR_CA_REVIEW	
IN_CA_REVIEW	07/15/2021 12:06 PM	Saundra Fried	CA_APPROVAL_WARNINGS	<ul style="list-style-type: none"> - Manchester Airport Group US Holdings Inc defined a different ownership structure in their related EDS. - MAG Investments US Limited defined a different ownership structure in their related EDS. - MAG US (Apollo) Limited defined a different ownership structure in their related EDS. - Manchester Airport Group Finance Ltd defined a different ownership structure in their related EDS. - Manchester Airport Group Investments Ltd defined a different ownership structure in their related EDS. - Manchester Airport Finance Holdings Ltd defined a different ownership structure in their related EDS. - Manchester Airports Holdings Ltd defined a different ownership structure in their related EDS.
IN_CA_REVIEW	07/15/2021 12:06 PM	Saundra Fried	CA_APPROVAL_COMMENT	The Department requesting this EDS is Aviation rather than Procurement Services.

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City of Chicago Department of Procurement Services

Contact Info
 121 N. LaSalle St.
 Room 806
 Chicago, IL 60602
 Bid & Bond, Room 103



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 164438**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Manchester City Council

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity currently holding an interest in the Applicant

B. Business address of the Disclosing Party:

Town Hall
Manchester, M60 2LA
United Kingdom

C. Telephone:

Fax:

Email:

D. Name of contact person:

E. Federal Employer Identification No. (if you have one):

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**A. NATURE OF THE DISCLOSING PARTY****1. Indicate the nature of the Disclosing Party:**

Is the Disclosing Party incorporated or organized in the State of Illinois?

B. DISCLOSING PARTY IS A LEGAL ENTITY:**1.a.1 Does the Disclosing Party have any directors?**

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

2. Ownership Information

Please confirm ownership information concerning each person or entity that having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). 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. Note: Each legal entity below may be required to submit an EDS on its own behalf.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/ are listed below:

There are no owners with greater than 7.5 percent ownership in the Disclosing Party.

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

C. Please identify the name(s) of such City elected official(s) and describe such income or compensation.

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics).

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- 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.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of

investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/

Manchester City Council

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 164439

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

The Conyers Trust Company (Cayman) Limited for IFM Global
Infrastructure Fund

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity currently holding an interest in the Applicant

The Disclosing Party holds an interest in

MAG US Lounge Management LLC and EDS is 164426

B. Business address of the Disclosing Party:

Cricket Square, Hutchins Drive
P.O. Box 2681
Grand Cayman , KY1-1111
Cayman Islands

C. Telephone:

+442074489609

Fax:

Email:

shaun.gadher@ifminvestors.com

D. Name of contact person:

Mr. Shaun Gadher

E. Federal Employer Identification No. (if you have one):

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Limited liability company

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Cayman Islands

Registered to do business in the State of Illinois as a foreign entity?

No

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.2 Does the Disclosing Party have any officers?

Yes

1.a.4 List below the full names and titles of all executive officers of the entity.

Officer:	Mr. Kevin C Butler
Title:	Director
Role:	Officer

Officer:	Mr. Craig Fulton
Title:	Director
Role:	Officer

Officer:	Mr. Alan Dickson
Title:	Director
Role:	Officer

B. CERTIFICATION REGARDING CONTROLLING INTEREST

1.b.1 Are there any individuals who directly or indirectly control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

No

1.b.3 Are there any legal entities that directly or indirectly control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

No

2. Ownership Information

Please confirm ownership information concerning each person or entity that having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). 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. Note: Each legal entity below may be required to submit an EDS on its own behalf.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/ are listed below:

There are no owners with greater than 7.5 percent ownership in the Disclosing Party.

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a

financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics).

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- 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.

I certify the above to be true

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions.

Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section 11.B.1.a, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all

managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

N/A because the Disclosing Party is neither the Applicant nor has a direct ownership interest

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

N/A because the Disclosing party is neither the Applicant nor has a direct ownership interest.

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

The formal name of the Disclosing Party is "The Conyers Trust Company (Cayman) Limited (in its capacity as trustee for IFM Global Infrastructure Fund)". System limitations did not allow changing the name in the system within the allotted timeframe

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 07/14/2021

Mr. Shaun Gadher

Commercial Director

The Conyers Trust Company (Cayman) Limited for IFM Global Infrastructure Fund

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

(Sub)Exhibit 10.

(To Automated Retail License Agreement With MAG USA Lounge Management LLC)

Airport Concessions Program Handbook.

All notices or communications from Licensor to the Licensee must be addressed to :

Company Name: _____

Attn: _____

Mailing Address: _____

Overight Address (if different) _____

With copies to:

Name: _____

Title: _____

Mailing Address: _____

Overnight Address (if different): _____

Note: It is the responsibility of the Licensee to notify Licensor of any changes or updates to the above.

INTRODUCTION:

The City of Chicago ("City") and the Chicago Department of Aviation ("CDA") welcome you to the family of concessionaires operating at the City's airports. Your concession represents an excellent business and professional opportunity to serve the traveling public as well as operate a profitable enterprise. In order to ensure quality and uniformity among all concessions, we have designed a Concessions Program that is outlined in this handbook. It is important that you review and adhere to these standards as they will serve as tools for the successful operation of your concession.

It should be noted that not all concessions are alike, and the following are designed to apply generally to all concessions. Some elements of the following may or may not apply to specific concessions and/or circumstances. CDA understands these differences and will work with each concession to address specifics of the following program, however, each concessionaire should adhere to all of the following that apply. Ultimately, it is at the City's sole discretion as to which do and do not apply and/or which can be modified with the mutual agreement of the Concessionaire to address all of the following.

THE CONCESSIONS PROGRAM:

The CDA's Airport Concessions Program serves as the primary resource to meet the needs of the traveling public with regard to the provision of quality, reasonably-priced goods and services at Chicago's airports. To this end, CDA is further responsible for the outreach, selection, coordination and monitoring of concessionaires. In order to fulfill these responsibilities, CDA has several functional units that, as part of their overall duties, operate as liaisons to prospective and existing concessionaires. The primary units and their concession-related functions are as follows:

CDA UNIT FUNCTIONS

Commissioner's Office Policy generation and resolution.

Managing Deputy Overall coordination of revenue, finance, bonding,
insurance,

Commissioner property management and concessions functions/issues including
merchandising plans, outreach, proposal generation
and evaluation, contract negotiation, and overall
coordination and processing.

Assistant Commissioner Assist in overseeing Concessions, the monitoring
program and general airport guidelines.

Concession Management Entity retained by the CDA to assist in overseeing
Representative ("CMR") Concessions, including construction of Improvements
at the airport.

Planning/Coordinating Architects Plan and design review; construction coordination and
monitoring.

Finance/Revenue Financial reporting, review and auditing.

Security Coordination of security identification and other related issues.

THE MONITORING PROGRAM:

The Monitoring Program is designed to provide a process to ensure that concessions operating in the Airports comply with the ordinances and policies of the City, provisions of their respective Lease Agreements and specific airport guidelines as established by the CDA. The primary areas that will be reviewed include financial commitments, maintenance of concession space(s), licensing (where required), and overall adherence to the provisions of the Lease Agreement.

The intent of the Monitoring Program is to benefit the traveling public and other airport visitors, concessionaires and the City.

THE PRE-MONITORING PROCESS:

After a prospective concession is selected by CDA there are five stages that precede the commencement of the Monitoring Program.

STAGE 1 - CITY COUNCIL APPROVAL

Upon completing lease negotiations with the concessionaire, CDA forwards the lease agreement ("Agreement"), signed by the Tenant, to the City's Law Department. After the Law Department's review of the form and legality of the proposed concession agreement, the proposed tenant is introduced to the full City Council. City Council sends the Agreement to the Aviation Committee for review. The Aviation Committee approves, rejects or requests further information. Once approved by the Aviation Committee, the recommendation is forwarded to the full City Council for final approval. In most cases, recommendations submitted to the full Council by Committee are ratified, usually at the next meeting. This approval is documented in the "Journal of Proceedings." The documented approval and contract are then forwarded to the Mayor and other pertinent City departments for execution.

STAGE 2 - LEASE AGREEMENT

The Lease Agreement outlines a concessionaire's contractual relationship with the City. It delineates the responsibilities, expectations and the requirements of both parties, financial and non-financial. During negotiation of the terms of the agreement, you will have cause to interact with individuals from the CDA and the CMR Office. The Managing Deputy Commissioner of Concessions will oversee the processing of the Lease Agreement as well the Monitoring Program.

STAGE 3 - DESIGN APPROVAL

All concessionaires must submit a conceptual, schematic drawing which shows the general design of the unit. The Planning and Architecture departments will review the concept, and if the approval is given, a letter will be sent giving conceptual approval and requesting 100% architectural drawings including a complete materials board, plans and specifications so the plans meet the CDA requirements and aesthetic appeal. Upon providing approval of the 100% plans, Architecture will send a letter to the concessionaire giving authority to apply to the City Buildings Department for building permits. In no case may construction begin prior to the receipt of this approval. The Planning Unit will also monitor construction in progress.

STAGE 4 - PRE-CONSTRUCTION APPROVAL

Prior to construction, each concession will meet with the CMR for the purpose of providing the concessionaire with general airport construction guidelines. Examples of these guidelines are locations and times for pick-ups, deliveries, refuse disposal, elevator usage, and badging.

Following the operations meeting, the CMR will schedule a pre-construction meeting with CDA. Prior to the meeting, the General Contractor for the project will submit all documents, permits and approvals to CDA for review. Construction may begin following approval at the pre-construction meeting.

STAGE 5 - CONSTRUCTION

After the contract is finalized, each concessionaire has a specified period to commence and complete construction based on approved design and construction specifications. During this period each concessionaire has the responsibility to expeditiously begin and obtain all necessary approvals, licenses, insurances, etc. Each concessionaire should maintain communication with the CMR during the process to ensure that all construction and licensing requirements are addressed in a timely fashion. It is important that the concession be open to the public within the time parameters specified in the Agreement.

KEY ELEMENTS OF THE MONITORING PROGRAM:

The Concessions Monitoring Program consists of three primary elements: operations reviews, audits and pricing reports. Operations reviews will be conducted on an ongoing basis by the CMR. The operations review form in Appendix 2 will provide a frame work for this component of the Monitoring Program.

Financial and compliance audits will be conducted on an annual and periodic basis, respectively. Financial audits will review all financial, bonding and insurance related requirements.

As specified in the Agreement, each concession shall submit an annual pricing report.

PHYSICAL INSPECTIONS

The Monitoring Process will include ongoing site inspection of each concession site by the CMR. Typical inspections will consist of reviews of facilities, general maintenance, employee practices, product/price conformity and space utilization. Inspection staff will use the CMR Operation Review Form (Appendix 2) to record their findings and observations. Reviews will be sent to the concession manager for review and follow-up on all review items. Non-compliance could result in liquidated damages being levied and/or commencement of default proceedings, dependent upon the nature of the violation.

FINANCIAL AUDITS

In accordance with the provisions of the standard Concession Lease Agreement, CDA reserves the right to require a certified public and/or City audit of all books, ledgers, journals, accounts and records of its concessions.

COMPLIANCE AUDITS

On a regular basis, the CDA will review compliance with insurance coverage, financial commitments and financial reporting requirements. Non-compliance could result in liquidated damages being levied and/or commencement of default proceedings, dependent upon the nature of the violation. Additionally, compliance with ACDBE Special Conditions will be audited.

SECRET SHOPPING

The CDA, from time to time, may hire an outside contractor to perform "secret shopping" and evaluate employee performance of each concession location. Such reviews shall be used to monitor customer service and cash handling procedures among other things.

SUMMARY:

The Monitoring Program will provide a basis of uniformity to all concessions. Adherence to the Concession Lease Agreement as well as the elements of this Handbook will contribute to the successful operation of your business.

The following Appendices will further delineate additional information/requirements stated above.

APPENDIX 1

PHYSICAL INSPECTION STANDARDS:

FACILITY MAINTENANCE STANDARDS

ITEMS:

- Overall appearance
- Cleanliness of counters, displays, floors, fixtures, equipment, etc.
- Litter management/control
- Pest control

STANDARD:

- Clean and neat to the eye.
- Free of dust and litter upon inspection.

ACTION:

- Expect employees to clean/dust/sweep/vacuum/mop daily.
- Utilize covered metal waste receptacles.
- Have waste receptacles in high traffic areas.
- Empty waste receptacles into designated compactor areas on a regular basis.
- Have grease traps serviced and cleaned as often as necessary.
- Instruct employees to look for and clean problem areas.
- Provide for regular pest control service to sales and storage areas.
- Have a plan/system for emergency clean-ups and replacement of broken or worn fixtures.
 - Report any damage to the premises to CDA and your insurance company (if applicable) immediately.

ITEMS:

- Lease line maintenance
- "Pop-out" areas

STANDARD:

- All customer lines must be maintained within the Leased area.
- Merchandise and displays must be maintained within the Leased area.
- Solicitation and sampling must be maintained within the Leased area.
- Only CDA approved fixtures may be placed in the pop-out area (if so designated in the Agreement) at the front of the space.

ACTION:

- Train employees to direct customer lines so they do not spill out into the public corridor.
- Review tenant design criteria for approved merchandising and fixtures.
- Obtain written approval from CDA prior to adding or removing any merchandise fixtures or other objects within the pop-out area.

ITEMS:

Altering of layout
Renovations/construction
Signage/advertising

STANDARD:

Written approval, prior to action, by the Commissioner of Aviation.

ACTION:

Consider areas for improving the concession location either from layout changes or renovation.
Submit requested changes for approval with appropriate drawings, etc., to the CMR prior to initiation of the changes.
All signs must be professionally produced.
All signs and sign holders must be kept clean and in good repair.
All signs must be pre-approved by the Commissioner or a representative of the Commissioner.

ITEMS:

Properly functioning equipment

STANDARD:

Preventative maintenance program.
Ongoing, reliable, licensed source for immediate repairs.

ACTION:

Have employees' spot check all equipment for possible malfunction.
Maintain a back-up/alternative plan.
Repair equipment as soon as possible.

EMPLOYEE STANDARDS**ITEMS:**

Courteous and professional appearance
Proper dress
Proper identification including CDA security badge
Customer Service
Attend customer service meetings, as offered

STANDARD:

Employees should be polite and courteous to the traveling public.
Employees must wear clean and neat uniforms or approved attire.
Employees must not eat while on duty.
Employees must display a CDA issued security badge in addition to any other employee identification. Only badged employees may work in the secured portion of the airport.

Employees must be familiar with the Merchant Handbook.

Employees are to offer general public services:

- Making change
- Giving directions

ACTION:

Train employees in proper customer service techniques using the Merchant Handbook provided to all companies.

Give all new employees airport tours so they are familiar with the airport layout and available services.

Encourage employees to be polite and courteous.

Provide necessary employee breaks to discourage eating while on duty.

Supply employees with uniforms or at least a written standard, if they are responsible for their own, as well as guidelines for proper maintenance of the uniform.

Supply employees with company identification.

Obtain CDA security badges for all employees.

Supply employees with a company policies and procedures manual so that they know what is expected of them.

ITEMS:

Sanitary handling of foods/beverages

Proper cleaning and maintenance of food areas

STANDARD:

Employees must handle food in a safe and sanitary manner.

Employees must comply with all company and governmental health regulations and Lease requirements.

ACTION:

Provide explicit instructions to employees on the safe and sanitary handling of foods.

Obtain and post proper instructions regarding health information available from City, State and Federal sources.

Provide explicit instructions for cleaning food areas in a manner that will not possibly lead to any harmful contamination.

A Certified Food Manger must be on-site during food preparation.

A Safe Food Handling Certificate must be posted.

PRODUCT STANDARDS

ITEMS:

Selling of authorized products only

Adequate inventory level

Proper/professional approved signage

Merchandising

Product pricing

STANDARD:

Only authorized products can be sold as determined in the Lease Agreement.
Only use professionally produced or printed signage as approved by CDA.
Merchandising permitted only within the confines of the locations, unless as authorized in writing, by CDA.
Must adhere to Value Pricing as provided in the Lease Agreement.

ACTION:

Use professionally produced, approved signage only.
Consider innovative ways to merchandise your products/services.
Obtain written approval from the Commissioner of Aviation prior to implementing merchandising that will go beyond the confines of your space or that is outside of the terms of the Lease Agreement.
Maintain adequate inventory levels.
Notify the Department when adding, deleting or changing merchandise or changing prices.
Maintain pricing as provided in the Lease Agreement.

AUXILIARY SPACE STANDARDS**ITEM:**

Storage Area
Corridors, common areas
Pick-up, delivery and disposal

STANDARD:

Safe use of storage space.
Proper storage of potentially flammable items in accordance with fire codes.
Provide adequate ingress and egress within storage space.
Clear aisles and corridors.
Pick-ups and deliveries during designated hours at designated locations as determined by CDA.
Refuse disposal during designated hours at designated locations as determined by CDA.

ACTION:

Use storage space wisely.
Maintain a system providing for access by authorized personnel only.
Report any tampering with or malfunctioning of security locks, gates, etc.
Keep corridors and common areas free of debris, trash, carts and stock.
Provide pest control service on a regular basis.
Refrain from using luggage carts for deliveries.
Dispose of refuse during designated hours.

APPENDIX 2

CONCESSIONS INSPECTIONS ARE DOCUMENTED USING THE CHICAGO DEPARTMENT OF AVIATION'S AIRPORTWARE RETAIL MANAGEMENT SYSTEM FOR AIRPORTS

F&B Storage

Dishwashing Area

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

Documents/Logs

Are Maintenance Audits Posted and Filled Out?

Are Prices Prominently Marked or Signed?

Is the Business License on-site?

Is the Food Handlers' Certificate Log on-site?

Is the Food Temp Log on-site?

- Food Temps have not been taken/Temps okay

Is the Health Department Inspection Report Posted?

Is the Pest Control Log on-site?

Equipment

Are Refrigerator/Freezer Temps Okay and in Good Repair?

- Cooler needs repair
- External Temp gauges not working
- Freezer needs repair
- Inside of Cooler/Refrigerator/Freezer needs cleaning
- Outside Doors of Refrigerator/Freezer needs cleaning
- Refrigerator needs repair

Are Soda and Condiment Stations Clean and Maintained?

- Needs detail cleaning

Is Cash Register Clean and Maintained?

Is Grill/Cook Line Equipment Clean?

- Equipment needs detail cleaning

Is Ice Machine Clean and in Good Repair?

- Leaking/needs repair
- Mold

Exterior

Are Blade, Facia, and Sign Holders in Good Condition?

Are Hours of Operation Posted?

Are Signs/Items Infringing on Corridor?

Is Façade Clean and Maintained?

Is the Exterior in Good Condition?

Interior

Are Ceilings/Walls/Floors Clean and Maintained?

Are Counters Clean and Maintained?

Are Fixtures and Furniture Clean and Maintained?

Are Light Fixtures and Lights Clean and Maintained?

Are Supplies/Product Raised off the Floor?

Are Trash Receptacles Clean and Maintained?

Is Bar Area Clean and Maintained?

Is Cash Wrap Clean, Free of Debris, and Maintained?

Is Front of House/Dining Area Clean and Maintained?

Is there Adequate Circulation Space for Passenger Traffic?

Merchandise/Product

Are Merchandise/Product Levels Adequate?

Pest Control

Is there Pest Evidence?

- Flies
- Mice
- Mouse Droppings
- Roach Droppings
- Roaches

Safe Food Handling

Does all Food Appear to be Fresh?

Is Safe Food Handling Practiced?

- Food Product
- Personal

Is the Food Service Manager on-site?

Safety Requirements

Are CO2 Tanks Secured?

Are Cleaning Supplies Segregated from Merchandise/Product?

Are Exit Sign in Good Condition?

Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

Sinks/Plumbing/Drains

Are Floor Drains clean?

- Drains need cleaning
- Drains need cover/screen

Hot Water?

Is 3 Compartment Sink working properly?

- 3-Comp. Sink not draining properly
- Clean Grease and debris around grease trap
- Grease trap needs cleaning
- Grease trap needs to be sealed
- Leaking/needs to be sealed
- Standing water

Is Hand Sink working properly?

- Hand Sink not draining properly
- Leaking/needs to be sealed
- Standing water
- Water is not reaching Temp (110)

Is Mop Sink working properly?

- Leaking/needs to be sealed
- Mop Sink not draining properly
- Mops not hung properly
- Standing water

Staff

Are All Sales Being Rung Appropriately?

Are Cash Handling Employees working in the Food Prep Area?

Are Employee IDs Visible Above the Waist?

Are Employees Courteous, Informed, and Greeting Customers?

Are Employees Eating or on the Phone?

Are Employees Wearing Appropriate Attire?

Are Off-Shift Staff Affecting On-Shift Staff?

Monthly F&B**Dishwashing Area**

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

Documents/Logs

Are Maintenance Audits Posted and Filled Out?

Are Prices Prominently Marked or Signed?

Is the Business License on-site?

Is the Food Handlers' Certificate Log on-site?

Is the Food Temp Log on-site?

- Food Temps have not been taken/Temps okay

Is the Health Department Inspection Report Posted?

Is the Pest Control Log on-site?

Equipment

Are Refrigerator/Freezer Temps Okay and in Good Repair?

- Cooler needs repair
- External Temp gauges not working
- Freezer needs repair
- Inside of Cooler/Refrigerator/Freezer needs cleaning
- Outside Doors of Refrigerator/Freezer needs cleaning
- Refrigerator needs repair

Are Soda and Condiment Stations Clean and Maintained?

- Needs detail cleaning

Is Cash Register Clean and Maintained?

Is Grill/Cook Line Equipment Clean?

- Equipment needs detail cleaning

Is Ice Machine Clean and in Good Repair?

- Leaking/needs repair
- Mold

Exterior

Are Blade, Facia, and Sign Holders in Good Condition?

Are Hours of Operation Posted?

Are Signs/Items Infringing on Corridor?

Is Façade Clean and Maintained?

Is the Exterior in Good Condition?

Interior

Are Ceilings/Walls/Floors Clean and Maintained?

Are Counters Clean and Maintained?

Are Fixtures and Furniture Clean and Maintained?

Are Light Fixtures and Lights Clean and Maintained?

Are Supplies/Product Raised off the Floor?

Are Trash Receptacles Clean and Maintained?

Is Bar Area Clean and Maintained?

Is Cash Wrap Clean, Free of Debris, and Maintained?

Is Front of House/Dining Area Clean and Maintained?

Is there Adequate Circulation Space for Passenger Traffic?

Merchandise/Product

Are Merchandise/Product Levels Adequate?

Pest Control

Is there Pest Evidence?

- Flies
- Mice
- Mouse Droppings
- Roach Droppings
- Roaches

Safe Food Handling

Does all Food Appear to be Fresh?

Is Safe Food Handling Practiced?

- Food Product
- Personal

Is the Food Service Manager on-site?

Safety Requirements

Are CO2 Tanks Secured?

Are Cleaning Supplies Segregated from Merchandise/Product?

Are Exit Sign in Good Condition?

Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

Sinks/Plumbing/Drains

Are Floor Drains clean?

- Drains need cleaning
- Drains need cover/screen

Are Sinks draining properly?

Hot Water?

Is 3 Compartment Sink working properly?

- 3-Comp. Sink not draining properly
- Clean Grease and debris around grease trap
- Grease trap needs cleaning
- Grease trap needs to be sealed
- Leaking/needs to be sealed
- Standing water

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

Is Hand Sink working properly?

- Hand Sink not draining properly
- Leaking/needs to be sealed
- Standing water
- Water is not reaching Temp (110)

Is Mop Sink working properly?

- Leaking/needs to be sealed
- Mop Sink not draining properly
- Mops not hung properly
- Standing water

Staff

Are All Sales Being Rung Appropriately?

Are Cash Handling Employees working in the Food Prep Area?

Are Employee IDs Visible Above the Waist?

Are Employees Courteous, Informed, and Greeting Customers?

Are Employees Eating or on the Phone?

Are Employees Wearing Appropriate Attire?

Are Off-Shift Staff Affecting On-Shift Staff?

Retail**Documents/Logs**

- Are Maintenance Audits Posted and Filled Out?
- Are Prices Prominently Marked or Signed?
- Is the Business License on-site?
- Is the Food Temp Log on-site?
 - Food Temps have not been taken/Temps okay
- Is the Pest Control Log on-site?

Equipment

- Are Refrigerator/Freezer Temps Okay and in Good Repair?
 - Cooler needs repair
 - External Temp gauges not working
 - Freezer needs repair
 - Inside of Cooler/Refrigerator/Freezer needs cleaning
 - Outside Doors of Refrigerator/Freezer needs cleaning
 - Refrigerator needs repair
- Is Cash Register Clean and Maintained?

Exterior

- Are Blade, Facia, and Sign Holders in Good Condition?
- Are Hours of Operation Posted?
- Are Signs/Items Infringing on Corridor?
- Is Façade Clean and Maintained?

Interior

- Are Ceilings/Walls/Floors Clean and Maintained?
- Are Counters Clean and Maintained?
- Are Fixtures and Furniture Clean and Maintained?
- Are Light Fixtures and Lights Clean and Maintained?
- Are Supplies/Product Raised off the Floor?
- Are Trash Receptacles Clean and Maintained?
- Is Cash Wrap Clean, Free of Debris, and Maintained?
- Is Front of House/Dining Area Clean and Maintained?
- Is there Adequate Circulation Space for Passenger Traffic?

Merchandise/Product

- Are Merchandise/Product Levels Adequate?

Pest Control

- Is there Pest Evidence?
 - Flies
 - Mice
 - Mouse Droppings
 - Roach Droppings
 - Roaches

Safety Requirements

- Are Cleaning Supplies Segregated from Merchandise/Product?
- Are Exit Sign in Good Condition?
- Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

Staff

- Are Employee IDs Visible Above the Waist?
- Are Employees Courteous, Informed, and Greeting Customers?
- Are Employees Eating or on the Phone?
- Are Employees Wearing Appropriate Attire?

Retail Storage**Documents/Logs**

Are Maintenance Audits Posted and Filled Out?

Are Prices Prominently Marked or Signed?

Is the Business License on-site?

Is the Food Temp Log on-site?

- Food Temps have not been taken/Temps okay

Is the Pest Control Log on-site?

Equipment

Are Refrigerator/Freezer Temps Okay and in Good Repair?

- Cooler needs repair

- External Temp gauges not working

- Freezer needs repair

- Inside of Cooler/Refrigerator/Freezer needs cleaning

- Outside Doors of Refrigerator/Freezer needs cleaning

- Refrigerator needs repair

Is Cash Register Clean and Maintained?

Exterior

Are Blade, Facia, and Sign Holders in Good Condition?

Are Hours of Operation Posted?

Are Signs/Items Infringing on Corridor?

Is Façade Clean and Maintained?

Interior

Are Ceilings/Walls/Floors Clean and Maintained?

Are Counters Clean and Maintained?

Are Fixtures and Furniture Clean and Maintained?

Are Light Fixtures and Lights Clean and Maintained?

Are Supplies/Product Raised off the Floor?

Are Trash Receptacles Clean and Maintained?

Is Cash Wrap Clean, Free of Debris, and Maintained?

Is Front of House/Dining Area Clean and Maintained?

Is there Adequate Circulation Space for Passenger Traffic?

Merchandise/Product

Are Merchandise/Product Levels Adequate?

Pest Control

Is there Pest Evidence?

- Flies

- Mice

- Mouse Droppings

- Roach Droppings

- Roaches

Safety Requirements

Are Cleaning Supplies Segregated from Merchandise/Product?

Are Exit Sign in Good Condition?

Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

Staff

Are Employee IDs Visible Above the Waist?

Are Employees Courteous, Informed, and Greeting Customers?

Are Employees Eating or on the Phone?

Are Employees Wearing Appropriate Attire?

Weekly F&B**Dishwashing Area:**

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

Documents/Logs

Is the Food Temp Log on-site?

- Food Temps have not been taken/Temps okay

Is the Pest Control Log on-site?

Equipment

Are Refrigerator/Freezer Temps Okay and in Good Repair?

- Cooler needs repair
- External Temp gauges not working
- Freezer needs repair
- Inside of Cooler/Refrigerator/Freezer needs cleaning
- Outside Doors of Refrigerator/Freezer needs cleaning
- Refrigerator needs repair

Interior

Are Ceilings/Walls/Floors Clean and Maintained?

Is Bar Area Clean and Maintained?

Pest Control

Is there Pest Evidence?

- Flies
- Mice
- Mouse Droppings
- Roach Droppings
- Roaches

Safe Food Handling

Is the Food Service Manager on-site?

Safety Requirements

Are CO2 Tanks Secured?

Are Exit Sign in Good Condition?

Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

Sinks/Plumbing/Drains

Are Floor Drains clean?

- Drains need cleaning
- Drains need cover/screen

Hot Water?

Is 3 Compartment Sink working properly?

- 3-Comp. Sink not draining properly
- Clean Grease and debris around grease trap
- Grease trap needs cleaning
- Grease trap needs to be sealed
- Leaking/needs to be sealed
- Standing water

Is Hand Sink working properly?

- Hand Sink not draining properly
- Leaking/needs to be sealed
- Standing water
- Water Is not reaching Temp (110)

Is Mop Sink working property?

- Leaking/needs to be sealed
- Mop Sink not draining property
- Mops not hung properly
- Standing water

APPENDIX 3

FINANCIAL AUDIT STANDARDS:

In accordance with the provisions of most Concession Lease Agreements, CDA reserves the right to audit and review the records of each concession as they relate to the operation of the concession. Therefore, the following will serve as the standards and practices that will govern those audits/reviews.

Lease Fees

Each concessionaire shall submit the rent and fees in accordance with its Agreement.

Records

Each concession is required to maintain true and accurate accounts, records, books and data recording all sales made and services performed on the premises for cash, credit or other conveyance including the gross receipts. The following represent appropriate practices that will reflect the prior stated requirements:

- Maintenance of an internal control system (e.g. cash register, point of sale equipment) to insure proper reporting to the City.
- Books, ledgers, journals, accounts and/or records must be maintained according to generally accepted accounting principles.
- Each concession must provide timely submission of the audited "Statement of Sales and Fees" and annual audited financial statements based upon their individual reporting system.
- Other items as required in the Agreement.

Insurances

The following insurances are customarily required during the terms of the Agreement and should be maintained at the levels specified by the Agreement:

- Worker's Compensation
- Comprehensive General Liability
- Comprehensive Automobile Liability
- Property Insurance
- Other insurance as required in the Lease Agreement

The City of Chicago will be named as "Additional Insured", with the following language: "The City, and its elected and appointed officials, agents, representatives, and employees shall be named as additionally insureds..."

Security Deposit/Letter of Credit

All concessions must provide a letter of credit or cashier's check per the terms of the Agreement.

APPENDIX 4

CONCESSIONS OPERATING STANDARDS:

General Airport Guidelines

The following guidelines are examples of the types of issues that will be reviewed with the City's CMR, who will provide each operator with specific guidelines for their concession.

- Pick-up and deliveries to/from specific areas at specified times.
- Refuse disposal at specific and designated areas/times.
- Unauthorized use of restricted Airport areas.
- Adherence to minimum business operating hours.
- Agreement to emergency hours as may be determined by CDA under special conditions.
- Elevator use at designated times.
- Ingress and egress from designated areas, as outlined in Agreement.
- Proper and improper use of signage.

Laws and Ordinances

- CDA reserves the right to adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, and related facilities.
- All concessions must observe all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments which may be applicable to the operation at the Airport.
- Permits and Leases necessary for the operation of the concession areas must be obtained prior to the first day of operation, and renewed annually as needed.

Default Notices

The CDA reserves the right to issue a Default Notice to any concessionaire who is not in compliance with the Agreement.

APPENDIX 5**KEY DEPARTMENT OF AVIATION PERSONNEL:**

<u>NAME/TITLE</u>	<u>TELEPHONE NUMBER</u>
Castalia Sema Deputy Commissioner of Concessions	(773) 894-3059
Glen Ryniewski Assistant Commissioner of Concessions	(773) 686-3730
Drew Homyk Projects Administrator / MDW	(773) 838-3992
Horatio Watson Projects Administrator	(773) 894-3321
Marc Wright Projects Administrator	(773) 894-5422
Russell Johnson Projects Administrator	(773) 686-4899
Michael Stein Projects Administrator	(312) 489-9080

APPENDIX 6

KEY CONCESSION MANAGEMENT REPRESENTATIVE (CMR) PERSONNEL:

<u>NAME/TITLE</u>	<u>TELEPHONE NUMBER</u>
Joseph Crump Managing Director	(773) 894-3905 [REDACTED]
Yolanda Woodruff Director of Retail Operations	(773) 894-5463 [REDACTED]
Dorine Litman Property Manager / ORD	(773) 894-3908 [REDACTED]
Patricia Grzyb Property Manager / MDW	(773) 838-0733 [REDACTED]
Sungjin Choi Construction and Design Manager	(773) 686-7606 [REDACTED]

APPENDIX 7

RULES AND REGULATIONS:

Lessee shall, at all times during the term of the Lease Agreement:

1. Use, maintain and occupy the Premises in a careful, safe, professional and lawful manner. Keep Premises and its appurtenances in a clean and safe condition.
2. Keep all glass in the doors and windows of the Premises clean and in good repair with floor displays and shelving cleaned daily.
3. Not place, maintain or sell any merchandise or place any signage in any vestibule or entry to the public area adjacent to the Premises, or place any signage in the public area adjacent to the Premises, or elsewhere on the outside of the Premises without the prior written consent of the Commissioner.
4. At its own cost, keep Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests.
5. Not permit accumulation of garbage, trash, rubbish and other refuse inside or outside the Premises, and keep refuse in closed containers within the interior of the Premises until removed. Not place any rubbish, litter, trash, or material of any nature in the parking areas, exterior areas, entryways, passages, doors, elevators, hallways, or stairways of the Airport. Comply with any recycling program as directed by the Commissioner.
6. Not use, or permit the use of any apparatus or instruments for musical or other sound reproductions or transmissions in such manner that the sound emanating therefrom or caused thereby shall be audible beyond the interior of the Premises, without the prior written consent of the Commissioner.
7. Not use helium balloons and blinking lights.
8. Not cause or permit objectionable odors to emanate from the Premises.
9. Not deliver or permit delivery of merchandise at any time other than those times allowed by the Commissioner or her designated representative.
10. Maintain and keep operational all electric signs, and where applicable, light the show windows and exterior signs of Premises during hours of operation.
11. Use only signage of professional quality. All signage must be approved by the Commissioner or her designated representative. Handwritten signs of any kind are not permitted. Signage or other materials may not be taped to windows.
12. Prominently sign or mark pricing on each product or mark with easily recognizable professional signage.
13. Keep all mechanical apparatus in good working order and free of vibration and noise.

14. Not overload the floors or electrical wiring or install any additional electrical wiring or plumbing without the Commissioner's prior written consent.
15. Not use show windows on the Premises for any purpose other than display of merchandise for sale. Merchandise must be kept in a neat, professional and attractive manner.
16. Not conduct, permit or suffer any public or private action sale to be conducted on or from the Premises.
17. Not solicit business in the common area of the Airport or distribute handbills or other advertising materials in the common area. If this provision is violated, the Lessee shall pay the City the cost of collecting same from the common area for trash disposal. Lessee shall not hold demonstrations in the Premises or any other area of the Airport. Lessee agrees to cooperate and assist the City in the prevention of canvassing, soliciting and peddling within the Premises or Airport.
18. Not use the plumbing facilities in the Premises for any purpose other than that for which they were constructed or dispose of any foreign substance therein, whether through the utilization of "garbage disposal units" or otherwise. If Lessee uses the Premises for the sale, preparation or service of food for on-premises consumption, Lessee shall install such grease traps as shall be necessary or desirable to prevent the accumulation of grease or other wastes in the plumbing facilities servicing the Premises. Lessee shall contract with a grease trap/plumbing service for periodic maintenance of its plumbing facilities. Lessee shall provide the City with a copy of said service contracts.
19. Not operate in the Premises or in any part of the Airport any coin or token operated vending machines or similar devices for the sale of any merchandise or service, except as may be allowed in the Lease Agreement or with the prior written consent of the Commissioner.
20. Not have slot machines, devices, or other gambling games on the Premises or in any part of the Airport without the prior written consent of the Commissioner.
21. Refer all contractors or contractor's representatives rendering any service on or to the Premises for the Lessee, to the City or the CMR for approval before performance of any contractual service provided that they meet insurance requirements.

Lessee's contractors and installation technicians shall comply with the City's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the Premises or the Airport, including installation of telecommunication devices, electrical devices, attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment, or any other physical portion of the Premises or project.

22. Keep from public view all personal property, cups, papers, cleaning and other supplies.
23. Not permit employees to eat, drink or sleep in public view.
24. Not at any time occupy any part of the Premises or project as sleeping or lodging quarters.

25. Not place, install or operate on the Premises or in any part of the Airport any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Premises or project any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or hazardous material.
26. Insure that staff members are, at all times, appropriately dressed (as designated in the Lease Agreement) with airport badges in view.
27. Not hold the City responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or the Airport regardless of whether such loss occurs when the area is locked against entry or not.
28. Not have dogs, cats, fowl, or other animals brought into or kept in or about the Premises or Airport.
29. Not use the public restrooms for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the building shall be borne by the person who shall cause it. No person shall waste water by interfering with the faucets or otherwise.
30. Not lay floor covering within the Premises without written approval of the Commissioner. The use of cement or other similar adhesive materials not easily removed with water is expressly prohibited.
31. Comply with and ensure that Lessee's employees comply with the City's non-smoking policy for the Airport.
32. Post any Emergency Evacuation Plan adopted by the City. Lessee shall post the Plan in a place which is non-visible to Lessee's customers, but visible to Lessee's employees. Train all employees regarding Lessee's Emergency Evacuation Plan and other emergency procedures.
33. Along with its employees, agents and invitees park their vehicles only in those parking areas allowed by the City. If requested, furnish the City with state automobile Lease numbers of Lessee's vehicles and its employees' vehicles and shall notify the City of any changes within five (5) days after such change occurs. Concessionaire or its employees shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out-of-date inspection stickers or Lease plates) on Airport property or in its parking areas.
34. Comply with all parking rules and regulations including any sticker or other identification system established by the City. Failure to observe the rules and regulations shall terminate Lessee's right to use the parking area and subject the vehicle in violation of the parking rules and regulations to removal or impoundment. No termination of parking privileges or removal or impoundment of a vehicle shall create any liability on the City or be deemed to interfere with Lessee's right to possession of its Premises. Vehicles must be parked entirely within the parking lines and all directional signs, security notices, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No Parking" signs are posted, on ramps, in cross hatched areas, and in other areas as may be designated by the City. Parking stickers or other forms of identification, if any, supplied by the City, shall remain the property of the City and not the property of Lessee and are not transferable. Every person is required to park and lock his vehicle. All responsibility for

damage to vehicles or persons is assumed by the owner of the vehicle or its driver.

35. Follow all ID Badging procedures as may be required by the Commissioner or her designated representative.
36. Instruct employees to report spills, hazardous conditions and any suspicious activities to the appropriate party as directed by the Commissioner or her designated party.
37. Not use luggage carts for product deliveries.
38. Use only delivery carts and equipment as approved by the Commissioner or her designated party.
39. Use only designated elevators for deliveries.
40. Surrender all keys to the Premises to the Commissioner upon termination of this Lease Agreement.
41. Comply with the City's desire to maintain in the Airport the highest standard of dignity and good taste consistent with comfort and convenience for the Lessee. Any action or condition not meeting this high standard should be reported directly to the City. Lessee's cooperation will be mutually beneficial and sincerely appreciated.
42. The City reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Premises and for the preservation of good order therein.

(Sub)Exhibit 11.

(To Automated Retail License Agreement With MAG USA Lounge Management LLC)

Liquidated Damages.

Licensee acknowledges the City's objective to provide the public and air traveler with the level and quality of service as described herein. Accordingly, the City has established liquidated damages and not penalties, as set forth in the table below, that it may assess, in its reasonable discretion, for various violations of the provisions of this Agreement, the Airport Concession Program Handbook, and/or City Rules and Regulations. Licensee and the City agree that the fines set forth herein are reasonable, and Licensee further agrees to pay to the City in accordance with amounts specified herein upon each occurrence of the specified violation and upon written demand by the City.

Notwithstanding any other liquidated damages provisions provided for in this Agreement, the liquidated damages shown on the table below are intended to reflect the inconvenience to the public and adverse effects on the Airport's operation. Written notice of a violation hereunder shall be given by the City to Licensee pursuant to Section 11.7 of the Agreement. Payment of liquidated damages shall not relieve the Concessionaire of responsibility for damage, personal injury, or the harm caused by any of these violations. Licensee further acknowledges that the liquidated damages are not exclusive remedies, and the City may pursue other remedies as allowed for in this Agreement and at law, at the Commissioner's or CMR's sole discretion. The City's waiver of any liquidated damages provided for below shall not be construed as a waiver of the violation or Licensee's obligation to remedy the violation.

1. For the first violation of a requirement during any 12-month rolling year, the City will provide written notice to Licensee to correct the violation within the time specified in the notice, which such time period shall be consistent with any applicable time period proscribed in the Agreement or, if no time period is proscribed, reasonable.
2. For the second and third violation of the same requirement during any 12-month rolling year commencing upon the first notice of violation, the City will provide written notice to Licensee to correct the violation within the time specified in the notice. If not corrected within the specified time period, liquidated damages shall be immediately assessed.
3. Further, after the third violation of the same requirement within any 12-month rolling year, the City reserves the right, in its sole discretion, to deem the repeated violations an Event of Default and to seek any other remedies available to it under this Agreement.

Notwithstanding the foregoing, any act or failure to act by the Licensee which such act or failure to act is an "Infraction" listed in the chart below shall not give rise to liability for liquidated damages hereunder provided that such failure was the direct result of the City's failure to perform an obligation hereunder or an force majeure event as set forth in Section 11.20 of the Agreement.

Infraction	1st Violation	2nd Violation	3rd Violation
Value Pricing, Article 4.04: Failure to comply with policy referenced	Written Warning	\$250/incident	\$500/incident
Operational Requirements, Article 4.05: Failure to comply with Physical Inspection Standards	Written Warning	\$250/incident	\$500/incident
Hours of Operation, Article 4.07: Failure to operate during minimum required hours of operation	Written Warning	\$250/incident	\$500/incident
Personnel Standards, Article 4.07: Failure to comply with any of the Standards referenced	Written Warning	\$250/incident	\$500/Incident
Operation and Maintenance Standards, Article 4.06: Failure to comply with any of the Standards referenced	Written Warning	\$250/incident	\$500/incident
Reports, Article 6.0: Failure to provide sales and related reports.	Written Warning	\$500/incident	\$1,000/incident
Failure to comply with all state, federal, and security rules, regulations, and directives per Article 10.3.	Written Warning	\$500/incident	\$1,000/incident
Failure to accept payment types, Article 4.05: Automated Retail Vending Machine Standards	Written Warning	\$100/day of non-compliance	\$200/day of non-compliance
Failure to maintain product inventory consistently above 90% as per article 4.03.	Written Warning	\$100/day of non-compliance	\$200/day of non-compliance

Failure to refill product inventory when 60% or less within a 24-hour period as per Article 4.03.	Written Warning	\$100/day of non-compliance	\$200/day of non-compliance
Failure to conduct repairs within 48 hours of written notification as per article 4.07.	Written Warning	\$100/day of non-compliance	\$200/day of non-compliance
Failure to address customer complaint(s) within 24 hours and receiving more than 6 customer complaints in a one-month period as per Article 4.04.	Written Warning	\$100/day of non-compliance	\$200/day of non-compliance

(Initial Here)

(Sub)Exhibit 12.

(To Automated Retail License Agreement With MAG USA Lounge Management LLC)

Utility Usage Fee.

**EXHIBIT 12
UTILITY USAGE FEE**

The Utility Usage Fee will be billed and payable as Additional Rent on a regular basis to compensate for utilities furnished to the Licensed Space. Unless the Licensee has elected to utilize meters, at Licensee's sole cost, pursuant to Section 4.08, Licensee shall provide the City with the manufacturer's official utility usage specifications upon installation of each automated retail vending machine. Licensee's Utility Usage Fee equals the sum of the estimated utility usage for the relevant billing period of each of Licensee's automated retail vending machines (or the actual metered usage, as applicable) multiplied by the then applicable utility rate. The utility rate is adjusted annually and shall be the rate in use by the energy company supplying service to the Airport on January 1 of each year such Utility Usage Fee is incurred. The City may at any time change and utilize any reasonable alternative method of calculating the Utility Usage Fee and such periodic updates shall not require an amendment to this Agreement.

Continued in Volume II
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