CITY OF CHICAGO

AIRLINE USE AND LEASE AGREEMENT

__________, 201_ – __________, 20__

AIRLINE:

__________________________

O’HARE INTERNATIONAL AIRPORT
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This AIRLINE USE AND LEASE AGREEMENT ("Agreement") is made by and between the City of Chicago (the "City"), a municipal corporation of the State of Illinois, and ___________________ ("Airline"), a corporation organized and existing under the laws of the State of ________ and authorized to do business in the State of Illinois.

Article 1

DEFINITIONS

1.1 Definitions

The following words, terms and phrases shall, for purposes of this Agreement, have the following meanings:

"AAAC" or "Airline Airport Affairs Committee" means the Airline Airport Affairs Committee consisting of a representative designated by each Signatory Airline operating at the Airport.

"AAAC Representative" means the person designated in writing by Airline to serve as its representative on the AAAC and to receive notice pursuant to Sections 9.3.1(a) and 11.3.

"Activity-Based Terminal Charges" means Terminal Charges calculated under Sections 8.10 and 8.11.

"Additional TAP Elements" means certain Capital Improvement Projects that have been approved by Airline by execution of this Agreement, subject to the conditions specified Section 10.3.

"Additional TAP Element Trigger" means the conditions, specified in Exhibit M, that must be met before the City may proceed with the design, construction and equipping of an Additional TAP Element.

"Aeronautical Real Estate" means the parcels and other areas of the Airport where aviation support, cargo, hangar and maintenance activities occur, including all roads and facilities serving such areas and associated air rights. The Aeronautical Real Estate areas as of the Effective Date are generally depicted in Exhibit A for illustrative purposes.

"Aeronautical Real Estate Revenue" means all revenues collected by the City for the right to use Aeronautical Real Estate.

"Aeronautical Service Provider" means any entity providing commercial aeronautical services to one or more Air Carriers with the approval of the City.

"Affiliate" means an Air Carrier providing air service at the Airport that has executed an Affiliate Operating Agreement and has been properly designated as an Affiliate by a Signatory Airline in accordance with Section 6.1 and either (a) is a parent or subsidiary of the designating
Signatory Airline or a subsidiary of said Signatory Airline’s parent company or under the same parental control as said Signatory Airline, or (b) meets one or more of the following conditions:

(i) operates flights under an International Air Transport Association (“IATA”) flight designator code of the designating Signatory Airline; or

(ii) otherwise operates under essentially the same trade name of the designating Signatory Airline and uses essentially the same livery as said Signatory Airline; or

(iii) operates cargo feeder flights at the Airport under the direction and control of the designating Signatory Airline;

provided, however, that an Air Carrier’s Affiliate status under clause (b) shall be limited to the extent the Air Carrier is operating flights on behalf of the designating Signatory Airline.

“Affiliate Operating Agreement” means the agreement described in Section 6.1.1, the form of which is attached as Exhibit F.

“Agreement” means this Airline Use and Lease Agreement, together with its Exhibits, as hereafter amended or supplemented from time to time in accordance with its terms.

“Air Carrier” means a carrier certificated by the Secretary of the U.S. Department of Transportation as a Passenger Carrier under 49 U.S.C. § 41102 or a Cargo Carrier under 49 U.S.C. § 41103.

“Air Transportation Business” means that business operated by Airline at the Airport for the commercial transportation by air of persons, property, mail, parcels and/or cargo.

“Aircraft Parking Fees” means the Aircraft Parking Fees established by the City pursuant to Section 8.10.8.

“Airfield” means those areas of the Airport that provide for the landing, taking off, taxiing and parking of aircraft, and all facilities, equipment and improvements now or hereafter located thereon, including the runways, taxiways, Apron Areas and facilities at the Airport for the purpose of controlling and assisting arrivals, departures and operations of aircraft using the Airport, such as control towers or other facilities operated and maintained by the FAA or any other federal agency, security fences, service roads, signals, beacons, wind indicators, flood lights, landing lights, boundary lights, construction lights, radio and electronic aids or other aids to operations, navigation or ground control of aircraft whether or not of a type herein mentioned and even though located away from but related to the rest of the Airfield as all such areas, facilities, equipment and improvements may be modified, improved, or enlarged from time to time by the City. The Airfield as of the Effective Date is generally depicted in Exhibit A for illustrative purposes.

“Airfield Revenue Requirement” means the Airfield Revenue Requirement calculated in accordance with Section 8.2.1.
“Airline” means the Air Carrier named on the signature page hereof.

“Airline Airport Affairs Committee” or “AAAC” means the Airline Airport Affairs Committee consisting of a representative designated by each Signatory Airline operating at the Airport.

“Airline Alliance” means the Star Alliance, SkyTeam, oneworld and similar airline partnerships.

“Airline Liaison Office” means an entity designated by the Airline Airport Affairs Committee that provides technical and financial consulting services to the Airport and the Airline Airport Affairs Committee and facilitates airport/airline relations.

“Airline Rate-Based Capital Costs” means the Capital Costs of a Capital Improvement Project that are reasonably allocable to one or more Airline-Supported Cost Centers.

“Airline Rate-Based O&M Expenses” means the O&M Expenses of a Capital Improvement Project that are reasonably allocable to one or more Airline-Supported Cost Centers.

“Airline Rate-Based Project Costs” means the Project Costs of a Capital Improvement Project that are reasonably allocable to one or more Airline-Supported Cost Centers.

“Airline Rented Space” means any space in the Terminal Complex that is rented by Passenger Carriers on an exclusive, preferential or common use basis, plus any areas in the Terminal Complex that are rented to Aeronautical Service Providers; provided, however, that such leased space shall be at the same rental rate, and subject to the same rate adjustments as space leased to Passenger Carriers.

“Airline-Supported Cost Centers” means the following Cost Centers:

(i) Airfield Cost Center;

(ii) Terminal Cost Center;

(iii) Parking and Ground Transportation Cost Center;

(iv) Fueling System Cost Center;

(v) Aeronautical Real Estate Cost Center; and

(vi) Commercial Real Estate Cost Center.

“Airline Use and Lease Agreement” means an agreement with the City substantially similar to this Agreement.

“Airport” means Chicago O’Hare International Airport, together with any additions thereto, or improvements or enlargements of it, later made, but any land, rights-of-way, or improvements which are now or later owned by or are part of the transportation system operated
by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, are not deemed to be part of the Airport. The Airport as of the Effective Date is generally depicted in Exhibit A for illustrative purposes.

“Airport Fees and Charges” means, for any Fiscal Year, all rents, charges and fees payable by all Air Carriers for such Fiscal Year as determined and adjusted pursuant to Article 8.

“Airport Revenue Bonds” or “GARBs” means any bonds, commercial paper notes, credit agreement notes and any other debt obligations of the City, outstanding at any time having a lien on Revenues as provided in the Bond Indenture.

“Airport Rules” means, collectively, all rules, procedures, protocols and requirements currently effective and hereinafter amended, adopted or established by the City applicable to Airport operations and users, all of which are incorporated into and made a part of this Agreement, provided that such Airport Rules do not conflict with applicable provisions of state or federal law or the provisions of this Agreement.

“Alliance Partner” means a Signatory Airline or a Non-Signatory Airline that (a) is a member of the same Airline Alliance as Airline or a Codeshare Partner of Airline and (b) Airline has designated as an Alliance Partner pursuant to Section 6.5.

“Allowable Airline Liaison Office Expenses” means expenses of the Airline Liaison Office that are not Project Costs and have been approved for recovery through Landing Fees pursuant to Section 8.2.1(c) by Long-Term Signatory Airlines that together accounted for at least fifty percent (50%) of the total Maximum Gross Landed Weight of all Air Carriers during the immediately preceding Fiscal Year.

“Applicable Laws” means, collectively, all applicable present and future federal, state and local laws, rules, regulations, orders and ordinances, as they may be amended from time to time, whether foreseen or unforeseen, ordinary as well as extraordinary, including without implied limitation those relating to (i) health, sanitation and safety; (ii) the environment, including without limitation the Environmental Laws; (iii) access for persons with disabilities, including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; and (iv) airport security, including without limitation the regulations of the Transportation Security Administration, 49 CFR Parts 1540, 1542, 1544 et seq. This Agreement does not constitute a waiver by Airline of whatever rights it may have to challenge a local law, rule, regulation or ordinance on the basis that it is pre-empted by State or Federal law.

“Approved Project” means Previously Approved Projects, Phase I TAP Elements, Additional TAP Elements and Pre-Approved CIP Projects that have been approved by execution of this Agreement and New Projects submitted for Majority-in-Interest review pursuant to the procedures in Section 10.8 and not disapproved by a Majority-in-Interest.

“Apron Areas” means the paved areas surrounding the Terminal Complex intended for use by Passenger Carriers for aircraft or aircraft servicing equipment, including hardstand positions, and the paved areas available for use in common by or for the benefit of the Cargo Carriers, as all such paved areas may be modified, improved, or enlarged by the City during the
Term. The Apron Areas as of the Effective Date are generally depicted in Exhibit B for illustrative purposes.

“Arriving Domestic Seats” means all Delivered Arriving Seats on domestic flights or international flights without FIS Users.

“Arriving International Seats Without FIS Users” means all Delivered Arriving Seats on international flights without FIS Users.

“Artwork” means any work of visual art as defined in Section 101 of the Copyright Act.

“Assignment” means to assign, transfer, convey, sell, mortgage, pledge or encumber as described further in Section 4.2.

“Associated Party(ies)” means Airline’s employees, contractors, subcontractors, agents, licensees, Sublessees, Affiliates, vendors, invitees (excluding passengers), and any other Air Carrier that Airline expressly authorizes to use its Premises, Airfield or Apron Area (regardless of whether Airline enters into a sublease or license with such Air Carrier), and other parties under Airline’s direction or control that come onto the Airport arising out of or relating to Airline’s use or occupancy of the Airport, but excluding Air Carriers that Airline is compelled by the City to accommodate within Airline’s Premises pursuant to Article 5.

“Bad Debt” means a monetary amount owed to the City that is unlikely to be paid as it is beyond the collectible period as set by City policy as set forth in Section 9.2.3.

“Bad Debt Recovery” means the recapture of Bad Debt that has previously been allocated to a Cost Center.

“Baggage Claim Space” means the footprint of the Baggage Claim Systems and proximate circulation space, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Baggage Claim System” means all the equipment that delivers Inbound Checked Bags from inbound aircraft to arriving passengers through and including baggage claim devices and non-public conveyance equipment.

“Baggage Make-up Space” means the footprint of the Baggage Make-up Systems and proximate circulation space sufficient to accommodate the movement and parking of tugs and carts as well as any other operations required for the devices, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Baggage Make-up Systems” means all the equipment that delivers Outbound Checked Bags from passenger check-in areas through and including checked bag security screening conveyors, baggage make-up devices and interline belts.

“Baggage Systems” means equipment and related systems for the delivery of bags to arriving passengers and outbound aircraft, including both Baggage Claim Systems and Baggage Make-up Systems.
“Bond Counsel” means nationally-recognized municipal bond counsel selected by the City.

“Bond Indenture” means the Master Indenture of Trust Securing Chicago O’Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of September 1, 2012, as the same may be amended, supplemented and restated from time to time, and any ordinance, credit agreement or indenture, or combination thereof adopted or authorized by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport, or any ordinance or indenture supplemental thereto.


“Capital Costs” means all costs related to the acquisition, construction or improvement of Airport assets, including the following:

(a) Debt Service net of pledged PFC revenues, grants and other applicable adjustments;
(b) Required Debt Service Coverage on the gross amount of such Debt Service;
(c) Program fees and other costs of borrowing not included in Debt Service;
(d) Costs of Capital Improvement Projects funded with Pre-Approved Allowances; and
(e) Equipment purchases and small capital outlays, if not otherwise classified as an O&M Expense.

“Capital Improvement Project” means an addition or improvement to the Airport’s physical plant or equipment, and the acquisition of land or rights in land for expansion or operation of the Airport (including judgments and awards related to claims for inverse condemnation), or for avigation easements acquired from property owners releasing the City from any claims or liability arising from the flight of aircraft landing at or departing from the Airport.

“Cargo Carrier” means a carrier certificated by the Secretary of the U.S. Department of Transportation as a Cargo Carrier under 49 U.S.C. § 41103.

“CDA” or “Department of Aviation” means the Chicago Department of Aviation or any successor agency thereto.

“Change in Project Scope Requiring MII Review” means a change to the scope of an Approved Project, as specified in Exhibits J, L, M or N or in the proposal submitted for Majority-in-Interest review under Section 10.8.1, that triggers Majority-in-Interest review pursuant to the procedures in Section 10.8.
“Check-in Hours” means the number of hours that a Passenger Carrier has been assigned by the City or actually uses on each check-in, drop-off or queuing position within Common Use Check-in Space.

“Check-in Space” means the space in the Terminal Complex for passenger check-in, including the space used for counters, self-service kiosks and passenger check-in and baggage drop-off queuing space, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“City” means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and (6)(a), respectively, of the 1970 Constitution of the State of Illinois.

“City Equipment” means moveable or permanent fixtures, furniture, millwork, technology systems, including SET components used by individual Passenger Carriers, and equipment located on or affixed to Airline’s Premises, or elsewhere at the Airport, purchased, constructed or rented by the City or otherwise provided at the cost or expense of the City which the City makes available for use by Airline subject to Section 3.6 and the City Equipment Charge.

“City Equipment Charges” means standardized cost-recovery fees calculated annually by the City for the use of City Equipment.

“City Equipment Costs” means the Capital Costs, O&M Expenses, rental payments made by the City and any other cost or expense of the City allocable to City Equipment.

“City Indemnified Parties” means the City, its elected and appointed officials, officers, agents, employees, contractors, consultants and representatives.

“Claim” or “Claims” means any and all losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards and settlements as described further in Section 13.1.1.

“Codeshare Partner” means a Signatory Airline or a Non-Signatory Airline that has entered into a codeshare agreement with Airline that covers all the flights that the Codeshare Partner operates at the Airport.

“Commercial Real Estate” means the parcels and other areas of the Airport where commercial non-aeronautical activities such as hotel, office, non-terminal retail, public vehicle fueling and charging stations not otherwise located in facilities included in the Parking and Ground Transportation Cost Center, and other real estate development occur, including all roads, utilities and facilities serving such areas and associated air rights. The Commercial Real Estate areas as of the Effective Date are generally depicted in Exhibit A for illustrative purposes.

“Commercial Real Estate Revenue” means revenues collected by the City for the right to use Commercial Real Estate.
“Commissioner” means the Commissioner of the Department of Aviation, her or his designee, or any successor to the duties of such official.

“Common Use Baggage Claim Fees” means the Common Use Baggage Claim Fees calculated pursuant to Section 8.10.5.

“Common Use Baggage Claim Space” means the Baggage Claim Space in the Terminal Complex designated by the Commissioner to be used in common by Passenger Carriers for arriving domestic flights or arriving international flights not carrying FIS Users, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Common Use Baggage Make-up Space” means the Baggage Make-up Space in the Terminal Complex designated by the Commissioner to be used in common by Passenger Carriers, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Common Use Check-in Space” means Check-in Space designated by the Commissioner to be used in common by Passenger Carriers. Common Use Check-in Space may be separately designated by the City as Domestic Common Use Check-in Space and International Common Use Check-in Space, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Common Use City-owned Baggage Claim Systems” means the Baggage Claim Systems owned by the City designated by the Commissioner from time to time to be used in common by Air Carriers to process inbound baggage.

“Common Use Gate Space” means the Gate Space designated by the City in accordance with Article 4 and Article 5 to be used in common by Passenger Carriers operating at the Airport, and shall not be deemed to include any Preferential Use Gate Space. Common Use Gate Space may be separately designated by the City as Domestic Common Use Gate Space and International Common Use Gate Space, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Common Use Premises” means those areas within the Terminal Complex, including Common Use Gate Space, Common Use Check-in Space, Common Use Baggage Claim Space and Common Use Baggage Make-up Space that are made available by the City to one or more Air Carriers, subject to Section 4.1.5 and as more fully described in the Terminal Complex Space Exhibit. Common Use Premises may be separately designated by the City as Domestic Common Use Premises and International Common Use Premises, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Concluding Walk-Through” means a physical walk-through of Airline’s Premises or any portion thereof by a representative or consultant of the City and Airline prior to the date that such Premises are vacated or surrendered pursuant to this Agreement for the purpose of observing the environmental condition of Airline's Premises or any portion thereof and Airline's compliance with Section 14.10, the findings of which shall be documented in a report prepared by such City representative or consultant in consultation with Airline.
“Consolidated Rental Car Facility” or “CONRAC” means the portion of the joint use facility, roadways and equipment that constitutes the consolidated rental car facility at the Airport, including those portions of the joint use facility dedicated to rental car operations, the customer service area, and the quick turn-around facility. The CONRAC as of the Effective Date is generally depicted in Exhibit A for illustrative purposes.

“Construction Cost Index” means the Construction Cost Index for Chicago, Illinois published by Engineering News-Record or, in the event that Engineering News-Record ceases to publish such an index, a similar construction cost index selected in the reasonable discretion of the Commissioner after consultation with the Executive Working Group.

“Contaminant” means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

“Contractor” means a person or firm hired by Airline to act as an agent or independent contractor, whether or not Airline is reimbursed by the City for costs of hiring such person or firm, as well as subcontractors of any such agent or independent contractor, in connection with or pursuant to the performance of any acts or obligations under this Agreement.

“Copyright Act” means the U.S. Copyright Act (17 U.S.C. § 101 et seq.).

“Cost Centers” means those areas of the Airport grouped together for the allocation of Capital Costs and O&M Expenses to calculate Airport Fees and Charges. The Cost Centers used to calculate Airport Fees and Charges are the Airfield Cost Center, Terminal Cost Center, Fueling System Cost Center, Aeronautical Real Estate Cost Center, Commercial Real Estate Cost Center, Parking and Ground Transportation Cost Center, and Consolidated Rental Car Facility Cost Center.

“Customer Facility Charge” means the customer facility charge authorized by the Illinois Vehicle Code (625 ILCS 5/6-305), or any successor law or provision, with respect to the Airport.

“Date of Beneficial Occupancy” or “DBO” means the date when a project or a phased element of a project has been substantially completed, a certificate of occupancy has been received, if required, and the Commissioner reasonably determines that it is available for use.

“Debt Service” means, collectively, debt service on GARBs and any other debt service on indebtedness payable from Revenues, net of capitalized interest.

“Delivered Arriving Seats” means all Seats on flights arriving at the Airport actually delivered by Passenger Carriers.

“Delivered Departing Seats” means all Seats on flights departing from the Airport actually delivered by Passenger Carriers.

“Delivered Departing International Seats” means all Delivered Departing Seats on international flights departing from International Common Use Gate Space.
“Department of Aviation” or “CDA” means the Chicago Department of Aviation or any successor agency thereto.

“Design and Construction Manuals” means the CDA Design, Renovation and Construction Tenant Projects Standard Operating Procedures and the CDA Design Standards, as may be amended from time to time by the CDA after consultation with the EWG.

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

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

“Domestic Common Use Baggage Make-up Fees” means the Domestic Common Use Baggage Make-up Fees calculated pursuant to Section 8.10.3.

“Domestic Common Use Baggage Make-up Space” means the Baggage Make-up Space in the Terminal Complex designated by the Commissioner to be used in common by Passenger Carriers for processing outbound baggage primarily on domestic flights, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Domestic Common Use City-owned Baggage Make-up Systems” means Baggage Make-up Systems owned by the City designated by the Commissioner from time to time to be used in common by Passenger Carriers to process outbound baggage primarily on domestic flights.

“Domestic Common Use Check-in Fees” means the Domestic Common Use Check-in Fees calculated pursuant to Section 8.10.6.

“Domestic Common Use Check-in Space” means the Check-in Space designated by the Commissioner to be used in common by Passenger Carriers primarily for domestic passenger check-in, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Domestic Common Use Gate Fees” means the Domestic Common Use Gate Fees calculated pursuant to Section 8.10.1.

“Domestic Common Use Gate Space” means Domestic Gate Space that the City has designated as Common Use Gate Space in accordance with Article 5, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.
“**Domestic Common Use Holdroom Space**” means the Holdroom Space associated with Domestic Common Use Gate Space.

“**Domestic Gate Space**” means any Gate Space that has not been designated as International Gate Space by the City.

“**Effective Date**” means the Effective Date as described in Section 2.1.

“**Enplaned Passengers**” means all originating and all outgoing on-line transfer and off-line transfer revenue passengers departing from the Airport, but does not include through passengers.

“**Environmental Claim**” means any demand, cause of action, proceeding or suit for (a) damages (actual or punitive), injuries to person or property, taking or damaging of property or interests in property without just compensation, nuisance, trespass, damages to natural resources, fines, penalties, interest, or (b) losses, or for the costs of site investigations, feasibility studies, information requests, health or risk assessments, contribution, settlement, or actions to correct, remove, remediate, Respond to, clean up, prevent, mitigate, monitor, evaluate, assess, or abate the Release of a Hazardous Substance or Other Regulated Material, or any other investigative, enforcement, cleanup, removal, containment, remedial, or other private or governmental or regulatory action at any time threatened, instituted, or completed pursuant to any applicable Environmental Law, or (c) to enforce insurance, contribution, or indemnification agreements being made pursuant to a claimed violation or non-compliance with any Environmental Law.

“**Environmental Indemnitees**” has the meaning set forth in Section 14.7.

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

“**Event of Default**” means an Event of Default as defined in Section 17.1.

“**EWG Protocols**” means the rules and protocols for the governance of the Executive Working Group, including procedures for establishing standing meetings, advance delivery of materials, provisions for remote participation, rules governing general and special meetings, quorum requirements and technical working groups for design and construction review on behalf of the Executive Working Group, as they may be developed and amended from time to time by the EWG, subject at all times to review and approval by the Commissioner.

“**Exclusive Use Premises**” means any office space, operation space, storage area, VIP Lounge, employee break room, baggage service office or other areas in the Terminal Complex designated for Airline’s exclusive use, subject to Section 4.1.2 and as more fully described in the Premises Notice.

“**Executive Working Group**” or “**EWG**” means the group of City and Signatory Airline representatives established under Section 10.9.

“**Exempt Projects**” means those Capital Improvement Projects described in Section 10.7.

“**FAA**” or “**Federal Aviation Administration**” means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

“**Facilities Maintenance Protocols**” means the City’s policies, rules and protocols governing the maintenance of equipment and facilities at the Airport, as they shall be developed and may be amended from time to time by the Commissioner after consultation with the AAAC, which may include a matrix detailing operations and maintenance responsibilities of the City, the Airline, the Equipment and Services Consortium, and any other parties as indicated herein.

“**Federal Aviation Administration**” or “**FAA**” means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.


“**Financial Accounting Protocols**” means the City’s policies, rules and protocols, as they shall be developed and may be amended from time to time by the Commissioner after consultation with the AAAC, governing the allocation of costs, the compilation of the budgetary items used to calculate rates and charges under Article 8, the calculation of City Equipment Charges, the compilation of actual costs and Air Carrier activity information used to calculate annual adjustments-to-actual under Section 8.17 and other financial accounting matters arising under this Agreement.
“Final Accounting” means the annual calculation and reconciliation of actual revenues and expenditures and the final rates and charges for each Air Carrier for the preceding Fiscal Year as further specified in Section 8.17.

“FIS Facilities” means the federal inspection services facilities wherever located in the Terminal Complex, including the sterile corridors connecting any such facilities to International Gate Space, as they may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“FIS Facility Fees” means the FIS Facility Fees calculated pursuant to Section 8.11.

“FIS User” means passengers (excluding flight crew) arriving on international flights (including pre-cleared passengers) who are required to use FIS Facilities.

“Fiscal Year” means January 1 through December 31 of any year or such other fiscal year as the City may adopt for the Airport.

“Fixed Terminal Charges” means Terminal Charges calculated under Sections 8.4 through 8.9.

“Fueling System” means the fuel farm, fuel tanks, fuel hydrants and delivery systems and other facilities and infrastructure related to the fueling system at the Airport; the Fueling System does not include the real property or pipeline easements associated with the fueling systems, facilities and infrastructure.

“Future Premises Commitment” means Airline’s commitment to accept the assignment of Exclusive Use Premises and Preferential Use Premises as the T-5 Extension and Phase I TAP Elements are completed, as further specified in Section 4.1.8 and Exhibit E.

“GARBs” or “Airport Revenue Bonds” means any bonds, commercial paper notes, credit agreement notes and any other debt obligations of the City, outstanding at any time having a lien on Revenues as provided in the Bond Indenture.

“Gate” means an area in the Terminal Complex made up of Holdroom Space and a portal or stairwell, if any, through which passengers must pass to board or disembark an aircraft and the associated Gate Ramp.

“Gate Ramp” means the Apron Area associated with Gate Space.

“Gate-related Premises” means the Exclusive Use Premises associated with the operation of a Gate consisting of back office support space (agent checkout, commissary storage or similar areas that are attached by function to the Gate Space) and operations space on the ramp level suitable to accommodate under-wing services, including but not limited to operations, maintenance, aircraft service, fueling, commissary storage and crew support.

“Gate Space” means the areas of the Terminal Complex and Apron Areas that consist of Linear Frontage and the associated Holdroom Space and Gate Ramp, as designated in the Premises Notice and Terminal Complex Space Exhibit.
“Gate Space Plan” means the aircraft parking layouts that shall be submitted in every Initial Schedule Submission of a Long-Term Signatory Airline that has been assigned Preferential Use Gate Space, as further specified in Section 5.5.2.

“Gate Space Accommodating Airline” means a Long-Term Signatory Airline that accommodates a Gate Space Requesting Airline, as further described in Section 5.5.

“Gate Space Requesting Airline” means a Scheduled Airline seeking to operate in Preferential Use Gate Space that is leased to a Long-Term Signatory Airline, as further described in Section 5.5.

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

“Holdroom Space” means the area in the Terminal Complex used for the staging of passengers waiting to board an aircraft.

“IATA” means the International Air Transport Association, a trade association of the world’s airlines that is currently headquartered in Montreal, Quebec, Canada with executive offices in Geneva, Switzerland.

“Inbound Checked Bags” means inbound bags or other checked items delivered on Baggage Claim Systems.

“Initial Schedule Submission” means a Passenger Carrier’s flight schedule that must be submitted to the Scheduling Manager at least semi-annually in the form specified in the Terminal Space Use Protocols required by the City and in accordance with Section 5.5.2.

“Initial Walk-Through” means a physical walk-through of the Premises by a representative or consultant of the City and Airline prior to the date Airline occupies the Premises or conducts operations thereon pursuant to this Agreement for the purpose of observing the environmental condition of Airline’s Premises and Airline’s state of compliance with Environmental Laws, the findings of which shall be documented in a report prepared by such City representative or consultant in consultation with Airline.

“Interest Income” means any interest on, and any gain realized from the investment of, moneys in any funds created pursuant to the Bond Indenture or this Agreement.

“International Common Use Baggage Make-up Fees” means the International Common Use Baggage Make-up Fees calculated pursuant to Section 8.10.4.

“International Common Use Baggage Make-up Space” means the space in the Terminal Complex designated by the Commissioner to be used in common by Passenger Carriers for processing of outbound baggage primarily on international flights, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“International Common Use Check-in Fees” means the International Common Use Check-in Fees calculated pursuant to Section 8.10.7.
“International Common Use Check-in Space” means the Common Use Check-in Space designated by the Commissioner to be used in common by Passenger Carriers primarily for international passenger check-in, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“International Common Use City-owned Baggage Make-up Systems” means Baggage Make-up Systems owned by the City designated by the Commissioner from time to time to be used in common by Passenger Carriers to process outbound baggage primarily on international flights.

“International Common Use Gate Fees” means the International Common Use Gate Fees calculated pursuant to Section 8.10.2.

“International Common Use Gate Space” means International Gate Space that the City has designated as Common Use Gate Space in accordance with Article 5, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“International Common Use Holdroom Space” means the Holdroom Space associated with International Common Use Gate Space.

“International Gate Space” means Gate Space with direct passenger access to FIS Facilities that has currently been designated by the City for international flights, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Irregular Operation” means an off-schedule arrival or departure of an aircraft at a particular Gate that needs to operate at that Gate for reasons outside Airline’s control.

“Joint Use Baggage Claim Space” means the Baggage Claim Space in the Terminal Complex assigned to multiple Passenger Carriers in their Premises Notices as Joint Use Premises.

“Joint Use Baggage Make-up Space” means the Baggage Make-up Space in the Terminal Complex assigned to multiple Passenger Carriers in their Premises Notices as Joint Use Premises.

“Joint Use City-owned Baggage Claim Systems” means the Baggage Claim Systems owned by the City within Joint Use Baggage Claim Space.

“Joint Use City-owned Baggage Make-up Systems” means Baggage Make-up Systems owned by the City within Joint Use Baggage Make-up Space.

“Joint Use Premises” means those areas designated as such in the Premises Notice that are within the Terminal Complex, including Joint Use Baggage Claim Space and Joint Use Baggage Make-up Space as more fully described in the Premises Notices of multiple Passenger Carriers, and as to which such Passenger Carriers have a priority of use over all other Passenger Carriers, subject to Article 5.

“Landing Fee” means the Landing Fee calculated pursuant to Section 8.2.
“Light Maintenance” means aircraft servicing and inspections that regularly occur on the terminal apron and unscheduled repairs necessary for continuing flight.

“Linear Frontage” means a line measured 100 feet from the face of the terminal building along usable areas where there is sufficient space to park passenger aircraft equivalent in size to a CRJ-100 or CRJ-200 aircraft. In determining usable areas, the City shall consider geometric factors that limit the ability to efficiently park aircraft. Factors that render an area unusable include (a) areas associated with “inside” 90 degree angles; (b) areas that are limited by the requirement to avoid active aircraft pushback operations onto taxiway; (c) areas that are limited by the location of retaining walls; and (d) areas that preclude efficient aircraft parking due to the geometry of the terminal. For illustrative purposes, Exhibit D depicts the Linear Frontage associated with the Terminal Complex as of the Effective Date and provides examples of excluded unusable areas.

“Long-Term Signatory Airline” means a Signatory Airline that executed this Agreement or a substantially similar agreement with a Term that expires on December 31, 2033 or otherwise qualifies as a Long-Term Signatory Airline pursuant to Section 2.2.3.

“L-Stinger Gates” means the “L-Stinger Gates” as defined in the L-Stinger Lease.

“L-Stinger Lease” means the Gate Ground Lease Agreement at Chicago O’Hare International Airport between City of Chicago and American Airlines, Inc. dated May 31, 2016, as it may be amended from time to time.

“Main Terminal” means the terminal buildings, associated concourses and facilities, other than Terminal 5, as all such facilities may be modified, improved, or enlarged during the Term. The Main Terminal as of the Effective Date is generally depicted in Exhibit A for illustrative purposes.

“ Majority-in-Interest” means, for any Fiscal Year:

(i) for a Capital Improvement Project with Airline Rate-Based Project Costs allocated solely to the Airfield Cost Center, the Aeronautical Real Estate Cost Center or the Fueling System Cost Center, Long-Term Signatory Airlines that together accounted for at least seventy percent (70%) of the total Maximum Gross Landed Weight of all Air Carriers during the immediately preceding Fiscal Year;

(ii) for a Capital Improvement Project with Airline Rate-Based Project Costs allocated to the Terminal Cost Center, the Parking and Ground Transportation Cost Center or the Commercial Real Estate Cost Center, Long-Term Signatory Airlines that together paid at least seventy percent (70%) of the total Terminal Charges paid by all Air Carriers during the immediately preceding Fiscal Year; or

(iii) for a Capital Improvement Project with Airline Rate-Based Project Costs allocated to the Airfield Cost Center and the Terminal Cost Center, Long-Term Signatory Airlines that together paid at least seventy percent (70%) of all Airport Fees and Charges paid by all Air Carriers during the immediately preceding Fiscal Year.
For purposes of these calculations, a Long-Term Signatory Airline’s activity and payments shall include the activity and payments of each of its Affiliates, but not its Alliance Partners.

“Maximum Gross Landed Weight” or “MGLW” means the maximum certificated weight, in thousand pound units, at which each aircraft operated by an Air Carrier is authorized by the FAA to land at the Airport, as certified by the aircraft’s manufacturer and recited in the Air Carrier’s flight manual governing that aircraft type.

“MGLW” or “Maximum Gross Landed Weight” means the maximum certificated weight, in thousand pound units, at which each aircraft operated by an Air Carrier is authorized by the FAA to land at the Airport, as certified by the aircraft’s manufacturer and recited in the Air Carrier’s flight manual governing that aircraft type.

“Monthly Activity Report” means the accurate summary report prepared by Airline describing Airline’s operations (and the operations of Airline’s Affiliates, if any) at the Airport during the month preceding the month in which the summary is submitted to the City, signed by an authorized representative of Airline certifying the accuracy of the information set forth therein, and submitted by Airline to the City in accordance with Section 8.19.1.


“New Projects” means certain Capital Improvement Projects that require Majority-in-Interest review, as further described in Section 10.6.

“Non-Signatory Airline” means any Air Carrier using the Airport for scheduled cargo or passenger service that is not a Signatory Airline.

“Non-Signatory Airline Operating Agreement” means the agreement that must be executed by a Non-Signatory Airline that is not an Affiliate of a Signatory Airline in order to operate at the Airport, the form of which is attached as Exhibit H.

“NPDES” means the National Pollutant Discharge Elimination System.

“O&M Expenses” means the costs incurred by the City in operating and maintaining the Airport’s facilities.

“Other Airfield Revenues” means revenues collected by the City for the aeronautical use of the Airfield other than Landing Fees collected from Air Carriers, including but not limited to aircraft tie-down fees, aircraft parking fees, fuel fees as applicable, minimum Landing Fees collected under Section 8.2.4, ground rent collected for the real property and pipeline easements associated with the Fueling System and general aviation landing fees.

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

“Other Terminal Rental Payments” means payments of rent or utility reimbursements received by the City from government agencies and other non-airline tenants of the Terminal Complex that are not Aeronautical Service Providers or Terminal Concessions.

“Outbound Checked Bags” means outbound bags or other checked items (including bags transferred aircraft-to-aircraft if the bags entered the outbound baggage system) delivered on Baggage Make-up Systems.

“Parking and Ground Transportation” means all Airport-related (a) public parking, including off-airport parking; (b) employee parking provided by the City; (c) taxi, transportation network and other ground transportation services; and (d) rental car services and facilities, excluding the CONRAC, at the Airport. The Parking and Ground Transportation areas as of the Effective Date are generally depicted in Exhibit A for illustrative purposes.

“Parking and Ground Transportation Revenue” means all revenues collected by the City for the right to provide Parking and Ground Transportation services and concessions; provided, however, that Parking and Ground Transportation Revenues does not include Customer Facility Charges or any revenues pledged to the repayment of Customer Facility Charge revenue bonds or Transportation Infrastructure and Innovation Action of 1998 (TIFIA) loans used to finance the CONRAC and related improvements.

“Passenger Carrier” means a Passenger Carrier certificated by the Secretary of the U.S. Department of Transportation under 49 U.S.C. § 41102.

“Passenger Facility Charge” or “PFC” means the passenger facility charge authorized under 49 U.S.C. § 40117 or any predecessor or successor law, and as approved by the FAA from time to time with respect to the Airport.

“Passenger Loading Bridge” or “PLB” means a passenger loading bridge and any preconditioned air system(s), ground power supply unit(s) and other related equipment attached to the bridge or a concourse at a Gate.

“Period of Use” means, for all aircraft operations included in a Passenger Carrier’s then current Initial Schedule Submission provided to the Scheduling Manager in accordance with Section 5.5.2, including any amendments submitted in accordance with Section 5.5.2(g), the periods of time, as specified in the Terminal Space Use Protocols, during which Airline shall have scheduling preference for itself and its Affiliates and Alliance Partners within Airline’s Preferential Use Gate Space.

“Phase I TAP Elements” means certain Capital Improvement Projects that have been approved by Airline by execution of this Agreement subject to Section 10.2.

“PLB” or “Passenger Loading Bridge” means a passenger loading bridge and any preconditioned air system(s), ground power supply unit(s) and other related equipment attached to the bridge or a concourse at a Gate.
“Pre-Approved Allowance” means amounts listed on Exhibit O that the City may spend or encumber on Capital Improvement Projects each Fiscal Year, as approved by Airline by way of its execution of this Agreement. There shall be separate Pre-Approved Allowances for Capital Improvement Projects for the following categories: Taxiway Pavement Rehabilitation, Apron Pavement Repair, Airfield Roadway Repair and Replacement, Vehicle Replacement, Parking Maintenance and Repair, Roadway Pavement Replacement, Terminal Conveyance Replacement and Restroom Refresh and Modernization. There shall also be a separate category for Infrastructure Reliability, which shall not be a recurring expense each Fiscal Year.

“Pre-Approved CIP Projects” means certain Capital Improvement Projects that have been approved by Airline by execution of this Agreement as further described in Section 10.4 and Exhibit N.

“Preferential Use Baggage Claim Space” means Baggage Claim Space assigned to a Long-Term Signatory Airline as Preferential Use Premises.

“Preferential Use Baggage Make-up Space” means Baggage Make-up Space assigned to a Long-Term Signatory Airline as Preferential Use Premises.

“Preferential Use Check-in Space” means Check-in Space assigned to a Long-Term Signatory Airline as Preferential Use Premises.

“Preferential Use Gate Space” means Gate Space assigned to a Long-Term Signatory Airline as Preferential Use Premises in accordance with Article 5, as it may be adjusted from time to time, all as shown in Exhibits B and C as of the Effective Date.

“Preferential Use International Gate Space” means International Gate Space assigned by the City to a Long-Term Signatory Airline as Preferential Use Premises in accordance with Article 5.

“Preferential Use Premises” means those areas designated as such in the Premises Notice that are within the Terminal Complex and Apron Area, including Preferential Use Gate Space, Preferential Use Baggage Claim Space, Preferential Use Baggage Make-up Space and Preferential Use Check-in Space as more fully described in the Premises Notice, and to which Airline has a higher priority of use over all other Air Carriers, subject to Article 5.

“Premises” means any: (a) Exclusive Use Premises, (b) Preferential Use Premises, (c) Joint Use Premises, and (d) Common Use Premises assigned to Airline by City under this Agreement; provided, however, that in the case of Common Use Premises, such areas will only constitute “Premises” during the period of time for which Airline has the right to use such areas.

“Premises Notice” means the notice described in Section 4.1 and in the form attached as Exhibit C.

“Previously Approved Projects” means certain Capital Improvement Projects that have been approved by Air Carriers under Prior Use and Lease Agreements and reconfirmed by execution of this Agreement, as further described in Section 10.1 and Exhibit J.
“Prior Use and Lease Agreement” means the Chicago-O’Hare International Airport Amended and Restated Airport Use Agreement and Terminal Facilities Lease with a stated expiration date of May 11, 2018 (the “Main Terminal Prior Use and Lease Agreement”) or the International Terminal Use Agreement and Facilities Lease with a stated expiration date of May 11, 2018 (the “Terminal 5 Prior Use and Lease Agreement”), or other substantially similar agreement to use or lease the Terminal Complex or the Airfield.

“Project Costs” means capitalized expenditures associated with a Capital Improvement Project including direct construction costs and allocated soft costs, including contingencies.

“Release” or “Released” means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, Discharging, injecting, escaping, leaching, dumping or Disposing of any Hazardous Substance or Other Regulated Material into the environment.

“Required Debt Service Coverage” means the amount of debt service coverage required by Section 404 of the Bond Indenture (as it may be amended or supplemented in accordance with Section 7.2).

“Required Deposits” means deposits to establish or replenish (a) any funds or accounts required by the Bond Indenture, including without limitation the Maintenance Reserve Fund, that are not otherwise recovered as Capital Costs; and (b) any funds or accounts specified in Article 7, including without limitation the Supplemental O&M Reserve Fund.

“Response” or “Respond” means action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess or abate the Release of any Hazardous Substance or Other Regulated Material, or to prevent or abate any public nuisance.

“Revenues” means “Revenues” as defined in the Bond Indenture.

“RON Activities” means parking an aircraft overnight at a Gate after an operation included in an Initial Schedule Submission provided to the Scheduling Manager in accordance with Section 5.5.2, including any amendments submitted in accordance with Section 5.5.2(g).

“Runways” means paved areas at the Airport designated for the landing and taking-off of aircraft, including all associated safety areas.

“Scheduled Airline” means a Passenger Carrier performing or seeking to perform scheduled passenger service operations at the Airport.

“Scheduled Departure” means a departing Scheduled Operation.

“Scheduled Operation” means a Scheduled Airline’s operation (arrival or departure) that occurs pursuant to a schedule that is or will be published in the Official Airline Guide (OAG) or any similar publication, Global Distribution System (GDS) or airline website.

“Scheduled Seasonal Service” means Seasonal Service reported to the City in its Initial Schedule Submission pursuant to Section 5.5.2(e).
“Scheduled Seats” means the total number of Seats available on an arriving or departing Scheduled Operation.

“Scheduling Manager” means the third party hired by the City to receive and analyze Initial Schedule Submissions and Gate Space Plans and perform the tasks specified for the Scheduling Manager under Section 5.5.

“Seasonal Service” means air service on a route that is provided by a Passenger Carrier for less than twelve consecutive (12) months, as further specified in the Terminal Space Use Protocols.

“Seat” means a seat on an aircraft arriving or departing from the Airport other than those seats reserved in the flight deck or aircraft cabin for members of the flight crew.


“Shared Equipment and Technology” or “SET” means equipment owned and installed by the City for use in passenger processing, including without limitation equipment casework, supporting infrastructure, network wiring, flight information displays (“FIDS”), gate information displays (“GIDS”), the baggage information display system (“BIDS”), boarding gate readers, passenger processing workstations and self-service kiosks (for boarding passes and bag tagging), and other shared use technology (such as a reservation system portal open to all Passenger Carriers at the Airport).

“Short-Term Signatory Airline” means a Signatory Airline that is not a Long-Term Signatory Airline.

“Signatory Airline” means Airline and each other Air Carrier that has executed an Airline Use and Lease Agreement with the City substantially similar to this Agreement. A Signatory Airline may be either a Long-Term Signatory Airline or a Short-Term Signatory Airline.

“Space Requesting Airline” means a Passenger Carrier seeking to commence or expand operations at the Airport without adequate space other than Gate Space for its operations, as further described in Section 5.8.

“Sublease” means the event of a sublet, as more fully described in Section 4.2.

“Sublessee” means any entity to which Airline subleases, subject to Section 4.2, any of its Preferential Use or Exclusive Use Premises.

“Support Space” means airline ticket office, baggage service office and other airline operations space in the Terminal Complex.

“SWPPP” means Storm Water Pollution Prevention Plan.

“T-5” or “Terminal 5” means the terminal buildings, associated concourses and facilities designated as of the Effective Date as Terminal 5 of the Airport, as all such facilities may be
modified, improved or enlarged during the Term. T-5 as of the Effective Date is generally depicted in Exhibit A for illustrative purposes. T-5 may be renamed during the Term.

‘T-5 Extension” means the project to expand Terminal 5 by adding Gate Space to the east end of the existing terminal.

‘TAP Budget” means the aggregate amount of total Project Costs for the Phase I TAP Program that has been approved by execution of this Agreement as further specified in Article 10 and Exhibit L.

‘TAP Program” means the Terminal Area Plan capital improvement program as more fully described in Exhibit K.

‘Taxiways” means paved areas designated as taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the Runways, aircraft parking areas and other portions of the Airport.

‘Term” means the lease term of this Agreement as further described in Article 2.

‘Terminal 5” or “T-5” means the terminal buildings, associated concourses and facilities designated as of the Effective Date as Terminal 5 of the Airport, as all such facilities may be modified, improved or enlarged during the Term. Terminal 5 as of the Effective Date is generally depicted in Exhibit A for illustrative purposes. Terminal 5 may be renamed during the Term.

‘Terminal Charges” means the charges calculated pursuant to Sections 8.3 through 8.11.

‘Terminal Complex” means the Main Terminal and Terminal 5.

‘Terminal Concessions” means restaurants, bars, newsstands, gift shops, specialty shops, duty free, foreign currency exchanges, indoor and outdoor advertising displays, insurance, public telephones, internet kiosks and WiFi services, sleep centers, banking and ATMs, and other merchandising concessions and consumer services in the Terminal Complex.

‘Terminal Concession Revenue” means revenue collected by the City from Terminal Concessions.

‘Terminal Facilities Advisory Committee” or “TFAC” means the group that provides advice to the City about the assignment and use of Gate Space and other Terminal Complex facilities as more fully described in Section 5.7.

‘Terminal Rental Rates” means, for any Fiscal Year, the Terminal Rental Rates established for such Fiscal Year pursuant to Section 8.3.

‘Terminal Space Revenue Requirement” means for any Fiscal Year, the Terminal Space Revenue Requirement established for such Fiscal Year pursuant to Section 8.3.
“Terminal Space Use Protocols” means the City’s policies, rules and protocols, as they shall be developed and may be amended from time to time by the Commissioner after consultation with the AAAC, governing priorities, procedures and requirements for the assignment and use of Common Use Space, Preferential Use Space, and Exclusive Use Space in the Terminal Complex and on the Apron Area, including Gate Space, Check-in Space, and Baggage Systems use, assignment, scheduling and accommodation.

“TFAC” or “Terminal Facilities Advisory Committee” means the group that provides advice to the City about the assignment and use of Gate Space and other Terminal Complex facilities as more fully described in Section 5.7.

“Total Delivered Seats” means the sum of Delivered Arriving Seats and Delivered Departing Seats.

“Total Terminal Revenue Requirement” means for any Fiscal Year, the Total Terminal Revenue Requirement established for such Fiscal Year pursuant to Section 8.3.

“Trust Account” means a Trust Account as defined in Section 16.6.

“TSA” means the Transportation Security Administration or other federal agency which assumes the oversight and functions of the Transportation Security Administration, if the Transportation Security Administration is abolished or combined with or merged into any other federal agency.

“Unrecovered Domestic Common Use Gate Costs” means the portion (if any) of the Domestic Common Use Gate Revenue Requirement calculated pursuant to Section 8.10.1(a) that is not recovered due to the proviso in Section 8.10.1(c) or the monthly cap on Domestic Common Use Gate Fees provided for in Section 8.10.1(d).

“VIP Lounge” means those Exclusive Use Premises (if any) used by Airline to provide premium services to its passengers.

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

“Waste Sections” has the meaning set forth in Section 16.15.

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

1.2 Interpretation

The terms “hereby,” “herein,” “hereof,” “hereunder” and any similar terms used in this Agreement refer to this Agreement.

The term “including” shall be construed to mean “including, without limitation.”
All references in this Agreement to Articles, Sections, subsections, clauses, provisions, sentences or Exhibits, unless otherwise expressly stated, are to Articles, Sections, subsections, clauses, provisions, sentences or Exhibits of this Agreement.

Words importing persons shall include firms, associations, partnerships, trusts, corporations, limited liability companies and other legal entities, including public bodies, as well as natural persons.

Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

All references to a number of days mean calendar days, unless otherwise expressly indicated.

1.3 Incorporation of Exhibits

The following Exhibits attached hereto are hereby made a part of this Agreement:

Exhibit A Map of the Airport
Exhibit B Terminal Complex Space Exhibit
Exhibit C Premises Notice
Exhibit D Gate Space Assignments
Exhibit E Future Premises Commitment
Exhibit F Affiliate Operating Agreement
Exhibit G Alliance Partner Designation Form
Exhibit H Non-Signatory Airline Operating Agreement
Exhibit I Illustrative Rates and Charges Calculations
Exhibit J Previously Approved Projects
Exhibit K TAP Program
Exhibit L TAP Phase I Elements
Exhibit M Additional TAP Elements
Exhibit N Pre-Approved CIP Projects
Exhibit O Pre-Approved Allowances
Exhibit P Compliance with Laws
Exhibit Q Air Service Incentive Program Budget
Exhibit R Short-Term Facilities Use Agreement

Any changes to the Exhibits that occur from time to time consistent with the terms of this Agreement shall be reflected in revised Exhibits provided by the City to Airline. Such revised Exhibits shall be deemed to be effective without requiring a formal amendment to this Agreement.

Article 2

TERM

2.1 Effective Date

Subject to execution and delivery by both Airline and the City prior to or on May 12, 2018, this Agreement shall become effective and binding upon the parties hereto as of May 12, 2018. If, however, the City and Airline execute or deliver this Agreement after May 12, 2018, the Effective Date shall be such date as is mutually agreed to by the City and Airline and reflected on the signature pages of this Agreement.

2.2 Long-Term Signatory Airlines and Short-Term Signatory Airlines

2.2.1 Long-Term Signatory Airlines. Any Air Carrier that has executed this Agreement or a substantially similar agreement with a Term that expires on December 31, 2033 shall be deemed a Long-Term Signatory Airline. In addition to the other rights of Signatory Airlines specified in this Agreement, Long-Term Signatory Airlines shall (a) have the right to participate in the Majority-in-Interest approval process under Section 10.8 and (b) be eligible, subject to the provisions of Article 5, to receive assignments of Preferential Use Gate Space, Preferential Use Check-in Space, Preferential Use Baggage Claim Space and Preferential Use Baggage Make-up Space.

2.2.2 Short-Term Signatory Airlines. Any Signatory Airline that is not a Long-Term Signatory Airline shall be deemed to be a Short-Term Signatory Airline. Short-Term Signatory Airlines shall not (a) have the right to participate in the Majority-in-Interest approval process under Section 10.8 or (b) be eligible to receive assignments of Preferential Use Gate Space, Preferential Use Check-in Space, Preferential Use Baggage Claim Space or Preferential Use Baggage Make-up Space.

2.2.3 Transition from Short-Term Signatory Airline to Long-Term Signatory Airline. Any Short-Term Signatory Airline shall have the right to become a Long-Term
Signatory Airline by, at the time it notifies the City of its election to extend the Term under Section 2.4, extending the Term through December 31, 2033; provided, however, that any such election must be made prior to January 1, 2028.

2.3 **Term**

2.3.1 For any Long-Term Signatory Airline, this Agreement shall continue in effect from the Effective Date through December 31, 2033, unless terminated earlier by operation of law or pursuant to the express provisions of this Agreement.

2.3.2 For any Short-Term Signatory Airline, this Agreement shall continue in effect from the Effective Date through December 31, 2023 (if the Effective Date is prior to January 1, 2024), December 31, 2028 (if the Effective Date is between January 1, 2024 and December 31, 2028), or December 31, 2033 (if the Effective Date is between January 1, 2029 and December 31, 2033) unless extended in accordance with Section 2.4 or terminated earlier by operation of law or pursuant to the express provisions of this Agreement.

2.4 **Extension Periods**

2.4.1 Short-Term Signatory Airlines may extend the Term for each of two successive five (5) year periods through December 31, 2028 and then through December 31, 2033 by notifying the City in writing at least twelve (12) months prior to the end of the then-current Term. For example, if a Short-Term Signatory Airline executes this Agreement with an Effective Date of May 12, 2018 and a Term that expires on December 31, 2023, it must notify the City by December 31, 2022 of its request to extend the Term for another five years. The City shall approve the extension, subject to reallocations of such Short-Term Signatory Airline’s Premises as reasonably determined by the City are necessary to foster expansion and competition at the Airport.

2.4.2 If the City intends to reallocate a Short-Term Signatory Airline’s Premises, the City shall provide written notice to the Short-Term Signatory Airline describing the reallocation at least six (6) months prior to the end of the Term. All out-of-pocket costs associated with such reallocation of Short-Term Signatory Airline Premises, including without limitation the costs of the City, shall be funded by the Short-Term Signatory Airline.

2.5 **Termination of Prior Use and Lease Agreement**

Airline’s Prior Use and Lease Agreement shall be deemed terminated and shall be of no further force or effect on and after the Effective Date.
Article 3

USES, RIGHTS AND PRIVILEGES

3.1 Airline Rights, Privileges, Limitations and Prohibitions on Use of the Airport

Subject to the terms of this Agreement and Airport Rules, including without limitation operating procedures and protocols that may be imposed by the Commissioner from time to time for the safe and secure operation of the Airport, Airline shall have the right to conduct its Air Transportation Business at the Airport and to perform all operations and functions in connection with the conduct and operation of such business at the Airport. Except as provided in this Article 3, nothing in this Agreement shall be construed as authorizing Airline to conduct any business at the Airport separate and apart from the conduct of its Air Transportation Business. Airline shall not use the Premises, and shall not cause or permit its Associated Parties to use the Premises, for any purpose other than as specified in this Agreement.

3.2 Terminal Complex

Airline’s use of the Terminal Complex shall be limited to the following activities:

3.2.1 Airline’s operation of an Air Transportation Business for the carriage and movement of persons, property, baggage, cargo, express packages and mail by means of aircraft, including but not limited to the following categories of flights: revenue, training, test, inspection, emergency, charter and sightseeing.

3.2.2 Airline’s loading and unloading of persons, property, baggage, cargo, express packages and mail at the Terminal Complex by such motor vehicles or other means of conveyance as Airline may require in the operation of its Air Transportation Business; provided that Airline may designate third party transportation providers licensed by the City to operate at the Airport to transport Airline’s employees, passengers and their baggage, if such transportation is paid for, directly or indirectly, or arranged, by Airline; provided, further, that Airline shall not operate commercial ground transportation for the general public; and provided, further, that Airline is not responsible for ensuring that hotel shuttle services utilized by Airline employees traveling to or from the Airport are properly licensed by the City. If such transportation is not paid for or arranged by Airline, the City may charge operators of vehicles carrying passengers for hire reasonable fees for the privilege of entering upon the Airport, using the streets, highways and public roads within the Airport, soliciting passengers upon the Airport, and otherwise operating on the Airport.

3.2.3 Airline’s hiring, employment and training of personnel in the current or future employ of Airline, and training of Airline’s Contractors.

3.2.4 Airline’s use, alone or with other Air Carriers, for any and all purposes in connection with or incidental to the operation of its Air Transportation Business, including: the handling of reservations; the handling, ticketing and billing of passengers; services associated with the Airline’s frequent flier program; the installation of debit-card dispensing or self-service ticketing kiosks; the operation of break rooms for Airline’s employees and its Affiliates’, Alliance Partners’, and Contractors’ employees only and, to the extent permitted by law, the
serving of food and beverages (complimentary or for sale) in such employee break rooms and cafeterias within Airline’s Exclusive Use Premises, if any; the operation of one or more VIP Lounges, passenger clubs and lounge rooms, and, to the extent permitted by law, the serving of food and beverages (complimentary or for sale) in such VIP Lounges, passenger clubs and lounge rooms; and the offering of complimentary food and beverage during irregular operations and for limited promotions approved in writing by the Commissioner. Notwithstanding any provision in this Agreement to the contrary, Airline may sell retail items, food and beverages, or services to the public or to Airline’s (or its Affiliates’, Alliance Partners’ or Contractors’) employees and passengers in the Terminal Complex only to the extent expressly permitted by this Section 3.2.4. The City will not charge Airline a permit fee, concession fee or any other fee for the sale, or provision, of food and beverages or implementation of debit-card dispensing, self-service ticketing kiosks or similar amenities permitted under this Section 3.2.4.

3.2.5 Airline’s installation and maintenance in Airline’s Preferential Use Premises and Exclusive Use Premises, at Airline’s sole cost and expense, of identifying signs, posters, displays, and other similar materials which advertise the services offered by Airline (or its Affiliates or Alliance Partners) to the traveling public; provided, however, that only corporate identifiers or “logos” of Airline (or its Affiliates or Alliance Partners) shall be permitted on the Gate Ramp within Airline’s Preferential Use Premises; and further provided that identifying signs, posters, displays, and other similar materials which advertise the services offered by Airline (or its Affiliates or Alliance Partners) to the traveling public may be installed by Airline on any PLBs within such Preferential Use Premises if and only if Airline is a Long-Term Signatory Airline. All such signs, posters, displays, and other similar materials must comply with any applicable Airport Rules.

3.2.6 Airline’s installation and operation, at Airline’s expense, of static or digital signs identifying the name of Airline, and directional signs guiding passengers as needed; provided that such signs comply with the City’s signage standards as set forth in the Airport Rules. In addition to such signage, Airline shall keep current its flight information on the City’s multi-user flight information display system (“MUFIDS”) and, if applicable, the Common Use Gate information display system (“GIDS”), the common use baggage information display system (“BIDS”), and other common use information display systems at the Airport as further delineated in Section 3.9.

3.2.7 Airline acknowledges and agrees that all passenger terminal facilities and amenities related thereto shall be located within the Terminal Complex, and that no passenger terminal functions, other than remote passenger and baggage check-in by Passenger Carriers that primarily check in passengers and baggage in the Terminal Complex, shall be conducted elsewhere on the Airport. The term “passenger terminal functions” as used in this Section 3.2.7 includes the reception, ticketing, collection of fees, check-in, loading, unloading, collection, or transfer of all persons and their baggage being transported by air, or by ground transport incidental to such transportation. The term specifically includes, without limitation, persons and their baggage being transported by Air Carriers and, except as hereinafter provided, all other aircraft operators, including operators of corporate and private aircraft. Notwithstanding the foregoing, the City reserves the right to permit fixed-base operators to operate passenger lounges and facilities within facilities leased by such operators on an exclusive
use basis to accommodate passengers and baggage being transported on private Air Carrier charter and corporate aircraft.

3.3 **Gate Space and Gate Ramps**

Subject to Article 4, Article 5 and the Terminal Space Use Protocols, Airline’s use of Gate Space and Gate Ramps shall be limited to:

3.3.1 Airline’s ticketing, check-in, passenger and baggage handling, boarding, deplaning, and collection of fees from passengers and use of the Passenger Loading Bridge, if any, and associated equipment and Gate Ramp during Airline’s use of Gate Space.

3.3.2 Airline’s and, subject to Section 3.7, Airline’s third-party service provider’s, operational staging of equipment for and performance of fueling, deicing, servicing, loading, unloading, and unscheduled repairs and Light Maintenance that can be completed during Airline’s use of such Gate Space, provided, however, that:

   (a) Airline may park or store its ground service equipment and operations vehicles on a Gate Ramp at its Preferential Use Gate Space, subject to Sections 5.5 and 5.6 and the Terminal Space Use Protocols;

   (b) Nothing in this Section 3.3.2 shall be implied or construed to grant to Airline the right to store or park equipment on a Gate Ramp in a Common Use Gate Space other than as required for the regular servicing of aircraft parked in such Gate Space during Airline’s use of such Common Use Gate Space; and

   (c) In addition to regular Light Maintenance and so long as it does not interfere with another Passenger Carrier’s operations, the City may permit Airline to perform emergency Light Maintenance of aircraft on a Gate Ramp within Common Use Gate Space.

3.3.3 Airline’s loading and unloading of any persons, property, baggage, cargo, express packages and mail, and carriage and transport of all of the aforesaid, in properly designated areas by motor vehicles or other means of conveyance as Airline may reasonably require in the operation of its Air Transportation Business, all in accordance with Section 3.2.2.

3.3.4 Airline’s installation, maintenance and operation of its loading bridge, air conditioning equipment, auxiliary power, potable water cabinets, dumbwaiter, baggage chutes, start-up and miscellaneous support equipment at Preferential Use Premises as reasonably necessary for Airline’s operation of an Air Transportation Business and not otherwise provided by the City.

3.3.5 Subject to Section 3.7, Airline’s provision, by its employees or others for whom Airline is responsible, to Airline’s aircraft on Airline’s Gate Ramp (including aircraft of each of Airline’s Affiliates on such Gate Ramp) with supplies and services, including food and beverages and ground handling services required by Airline; provided, however, that Airline shall have the right to provide its own supplies and services, or to have such supplies and services provided by its wholly-owned subsidiary or majority-owned subsidiary, or wholly-owned subsidiary of its parent company, or by a third party (including another Air Carrier).
Airline may contract with another Air Carrier permitted by the City to operate at the Airport for
the provision of supplies or services for Airline that Airline itself is permitted to provide under
this Agreement without Airline entering into one or more additional agreements with the City,
and without such Air Carrier being required to pay fees to the City that would otherwise be
required. Additionally, subject to the requirements in Section 3.7, Airline may contract with
other third parties for the provision of supplies or services for Airline that Airline itself is
permitted to provide under this Agreement without Airline or any such third party being required
to pay fees to the City (except for a license application fee) that may otherwise be required.

3.3.6 Subject to Section 3.7, Airline’s provision, by its employees or others
for whom Airline is responsible (including an Affiliate or Airline’s third party service provider),
to aircraft of another Passenger Carrier on a Gate Ramp with supplies and services, including
food and beverages and ground handling services, required by such other Passenger Carrier;
provided, however, that Airline shall cause its third-party service providers to comply with the
requirements described in Section 3.7.

3.4 Airfield

3.4.1 Airline’s use of the Airfield and related facilities shall be limited to
take-off, landing, flying, taxiing, towing, maneuvering, parking, deicing, fueling, ground run-up,
loading and unloading of Airline’s aircraft by such motor vehicles, ground service equipment, or
other equipment or means of conveyance as Airline may require, subject to the terms of this
Agreement.

3.4.2 Airline shall control all of its vehicular traffic on the Airfield and
employ such means as may be necessary to direct the movements of its vehicular traffic and take
all precautions reasonably necessary to promote the safety of its passengers, customers,
employees, business visitors and other persons.

3.5 Communications Equipment and Antennae

Airline has no right to install or use any telecommunications equipment or antennae on
the roof or exterior of the Terminal Complex, unless (a) the installation and use are directly
related to the conduct of Airline’s business at the Premises and are in full compliance with
Applicable Laws and Airport Rules, and (b) the installation is effected in compliance with the
requirements of Section 4.9. Airline will not license, sublease or in any other manner permit any
other person to use any telecommunications equipment or antennae installed by Airline at the
Terminal Complex; provided, however, that Airline may, without compensation to the City or
any City concessionaire, license, sublease or in any other manner permit Airline’s Alliance
Partners, Affiliates, Contractors and third-party service providers to use any telecommunications
equipment or antennae installed by Airline at the Terminal Complex so long as (i) such use is for
aeronautical purposes and (ii) neither Airline, its Alliance Partners, Affiliates, Contractors or
third-party service providers receive compensation from such use other than on a cost recovery
basis; and provided further that Airline’s passengers may have access to Airline’s Wi-Fi services
in Airline’s VIP Lounges (if any), without compensation to the City or any City concessionaire.
The City may, without compensation to Airline, install or use telecommunications equipment or
antennae on the roof or exterior of the Premises and to install and attach cables, wires and
conduits on, over or under the Premises in connection with telecommunications equipment or antennae, or to license or otherwise permit others to do so, provided that such installations and operations do not unreasonably interfere with Airline’s communication systems or operations. Airline and the City shall reasonably cooperate with each other to resolve any conflicts between Airline’s and the City’s communication systems. If Airline incurs any costs to resolve any conflicts between Airline and City systems, the City shall reimburse Airline for its reasonable actual costs.

3.6 City Equipment

The City grants to Airline a non-exclusive license to use, subject to City Equipment Charges and the City’s control and maintenance thereof in accordance with Section 11.1, City Equipment in the ordinary course of its business at the Airport and otherwise in accordance with this Agreement. Airline agrees to accept and use City Equipment in its “as is” condition, without any representations or warranties of any kind whatsoever, express or implied, from the City as to any matters concerning City Equipment, and Airline further agrees to assume all risk of loss, damage and injury arising out of Airline’s use of City Equipment. The City shall provide and keep City Equipment in a safe and operable condition in accordance with the Facilities Maintenance Protocols.

3.7 Handling Arrangements and Third-Party Service Providers

3.7.1 For so long as Airline actively conducts an Air Transportation Business at the Airport, Airline may use, subject to the provisions of Section 3.3.2 and to the prior written consent of the Commissioner (which consent shall not be unreasonably withheld), its Premises for the handling of the air transportation operations of any other Air Carrier using the Airport to the same extent as they may be used for the operations of Airline under this Agreement. However, no prior written consent shall be required for Airline’s use of its Preferential Use Premises for the handling of Airline’s Affiliates or Alliance Partners. The handling operations shall be subject to compliance with all applicable FAA standards and Airport Rules.

3.7.2 Airline may, subject to the provisions of Sections 3.3.5 and 3.3.6, contract with third-party service providers for the handling of Airline’s air transportation operations within its Premises and within space where it is accommodated by another Airline; provided, however, that Airline shall require any such third-party service provider to, before beginning to provide the services to Airline, (a) obtain a license or other type of written contract issued by the City authorizing the third party to conduct the activities or provide the services to Airline, (b) provide evidence of insurance as required by the City, (c) obtain all required security authorizations in accordance with Airport Rules; and (d) comply with any other requirements imposed by the City on third-party service providers pursuant to its authority under Municipal Code § 2-20-020. The handling operations shall be subject to compliance with all applicable FAA standards and Airport Rules.

3.7.3 As contemplated in Section 3.7.2 and pursuant to its authority under Municipal Code § 2-20-020, the City may require third-party service providers to obtain a license from the City authorizing the third-party service provider to conduct certain activities or provide certain services at the Airport for an Air Carrier or other Airport user. For the avoidance
of doubt, an Air Carrier (or its wholly-owned subsidiary or majority-owned subsidiary, or a subsidiary of its parent company, which service only the Air Carrier, its Affiliates and its Alliance Partners) shall not be considered a third-party service provider subject to this license requirement.

(a) The City may contract with a consortium established by Air Carriers to enforce compliance with Airport Rules related to third-party service providers licensed by the City, and if desired, to manage and maintain City-owned ground handling equipment.

(b) The City may after consultation with the AAAC approve the fueling sources or propulsion systems for the equipment utilized by each licensed third-party service provider, specifically to ensure compliance with City ordinances and Department of Aviation environmental and sustainability standards based on commercially reasonable best practices.

(c) The City may, at any time, after consulting with the AAAC, restrict the number of licensed third-party service providers at the Airport to no fewer than three (3) for safety and security reasons, and may, in such case, require an Air Carrier that wishes to contract with a third-party service provider to choose from a pool of third-party service providers approved and pre-qualified by the City.

3.8 Exclusions and Reservations

3.8.1 The City reserves the right to continue to offer Airline SET, rubbish removal and other services, including, but not limited to, new technology-related services, as provided in Sections 11.1 and 11.4, and to charge Airline for such services on a cost-recovery basis.

3.8.2 Airline shall not, by action or failure to act, knowingly interfere or permit interference with the use, operation, or maintenance of the Airport and other Air Carrier operations, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications (including Wi-Fi services), fire protection, utility, electrical or other systems installed or located from time to time at the Airport.

3.8.3 Airline shall not do or permit to be done anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If Airline shall do or permit to be done any act not permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act shall constitute a breach of this Agreement, which act or failure, in and of itself, causes an increase in City's insurance premiums, then upon written notice from the City to do so, Airline shall promptly remedy or commence such actions as necessary to remedy or shall be subject to paying the increase in premiums to the extent caused by such act or failure of Airline until the issue is remedied.

3.8.4 The City or its duly authorized representative may enter upon the Premises at any and all reasonable times and upon reasonable notice of not less than forty-eight
(48) hours (except in emergency situations) for the purpose of determining whether or not Airline is complying with the terms and conditions of this Agreement or for any other purpose incidental to the rights of the City; provided that such right of entry does not unreasonably interfere with Airline’s operations. In the case of an emergency, the City shall provide as much notice as reasonably possible in light of the circumstances.

3.8.5 The City reserves the right to place advertising displays in all areas of the Airport that are visible to the public, including in Airline’s Premises, except within Airline’s Exclusive Use Premises and on any equipment owned by Airline, including PLBs, FIDs, BIDs and MIDs; provided, however, that (a) no City advertising display shall displace Airline’s identifying signs, posters, displays, and other similar materials permitted pursuant to Section 3.2.5; (b) any City advertising display shall not unreasonably interfere with the use of Airline’s Premises by Airline, its Affiliates or Alliance Partners; and (c) the City shall not allow the placement in Airline’s Premises or in public space within thirty (30) feet of Airline’s Premises of advertising of competing transportation services or of consumer products or services that are sold in competition with providers with which Airline has an affinity marketing program. Airline shall not sell any advertising space anywhere within the Airport, including but not limited to within its Premises or on any information display equipment similar to the City’s FIDs, BIDs, or MIDs that Airline may own, whether such equipment is located within Airline’s Premises or not, except that Airline may sell advertising space on its PLBs or within its Exclusive Use Premises without paying a fee to the City. All advertising must comply with any applicable Airport Rules.

3.9 Flight Information Management System

Airline shall provide or cause a third party to provide to the City information for the City’s Flight Information Management System by providing real time data output from Airline’s internal flight information display system, computer reservations system, cargo load message transmission, ARINC or SITA transmissions, or other information systems (including commercial information systems) on a per flight basis. Airline’s flight information shall be in a format prescribed by the City and consistent with the requirements of the City’s FIDS, Baggage Information Display Systems (“BIDS”) and Resource Management Systems (“RMS”), which also shall be consistent with IATA standards for providing information about Airline’s operations and activities at the Airport.

3.10 Safety Management System

Airline agrees to cooperate with the City’s implementation of a safety management system and safety risk management systems at the Airport including participation in committees, risk identification and assessment processes, training, and safety promotion and communication initiatives.
Article 4

AIRLINE’S PREMISES

4.1 Rights to Use Premises

4.1.1 Premises Notice and Terminal Complex Space Exhibit. On or before
the Effective Date, the City will issue to Airline (a) a Premises Notice, attached hereto as Exhibit
C, that will designate which areas of the Airport, if any, the City will make available for
Airline’s use as: (i) Exclusive Use Premises, (ii) Preferential Use Premises and (iii) Joint Use
Premises, and (b) a Terminal Complex Space Exhibit that will designate which areas of the
Airport the City will make available for Airline’s use as Common Use Premises. Airline
acknowledges and agrees that the Premises Notice and the Terminal Complex Space Exhibit may
be revised by the City and reissued to Airline from time to time during the Term in accordance
with the terms and conditions of this Agreement and the Terminal Space Use Protocols. The
City and Airline agree that, upon issuance by the City, and acknowledgement and acceptance in
writing by the Airline, each revised Premises Notice or Terminal Complex Space Exhibit shall
be deemed attached to and incorporated into this Agreement as Exhibits B or C, and shall
supersede and replace the last issued Premises Notice or Terminal Complex Space Exhibit
deemed attached to and incorporated into this Agreement as Exhibit B or C without the need for
a written amendment of the Agreement signed by the City and Airline.

4.1.2 Exclusive Use Premises. The City grants to Airline, subject to Article
5 of this Agreement and the Terminal Space Use Protocols, the exclusive right to use the
Exclusive Use Premises (if any) identified in the Premises Notice. The City may also grant
Airline, other Signatory Airlines, Non-Signatory Airlines and Aeronautical Service Providers the
exclusive right to use other areas within the Terminal Complex on a month-to-month basis
subject to the terms of a Short-Term Facilities Use Agreement in the form attached as Exhibit R.

4.1.3 Preferential Use Premises. The City grants to Airline, subject to Article
5 of this Agreement and the Terminal Space Use Protocols, the right to use, on a preferential use
basis, the Preferential Use Premises (if any) identified in the Premises Notice.

4.1.4 Joint Use Premises. The City grants to Airline, subject to Article 5 of
this Agreement and the Terminal Space Use Protocols, the right to use jointly with other
assigned Passenger Carriers on a preferential use basis, the Joint Use Premises (if any) identified
in the Premises Notice.

4.1.5 Common Use Premises. The City grants to Airline, subject to Article 5
of this Agreement and the Terminal Space Use Protocols, the right to use, on a common use
basis, the Common Use Premises identified in the Terminal Complex Space Exhibit; provided,
however, that the City shall at all times have exclusive control and management of the Common
Use Premises in accordance with the terms of this Agreement. In the event of a conflict between
this Agreement and the Terminal Space Use Protocols, the terms of this Agreement shall control.

4.1.6 Terminal Space Use Protocols. The City shall promulgate Terminal
Space Use Protocols after consultation with the AAAC. The Commissioner may amend the
Terminal Space Use Protocols from time to time after consultation with the AAAC. In the event of a conflict between this Agreement and the Terminal Space Use Protocols, the terms of this Agreement shall control.

4.1.7 **Condition of Premises.** Except as otherwise expressly provided in this Agreement, including the City’s maintenance responsibilities under Section 11.1, Airline specifically acknowledges and agrees that the City is permitting Airline’s use of the Premises on an “as is with all faults” basis, and that Airline is not relying on any representations or warranties of any kind whatsoever, express or implied, from the City, as to any matters concerning the Premises.

4.1.8 **Long-Term Signatory Airlines’ Commitment to Future Premises.** Each Long-Term Signatory Airline acknowledges and agrees that the location and amount of its Exclusive Use Premises and Preferential Use Premises is expected to be adjusted during the term of the Agreement in connection with the T-5 Extension and TAP Program. A summary of Airline’s commitments, if any, and any applicable conditions are shown in Exhibit E (“Future Premises Commitment”). Each Long-Term Signatory Airline acknowledges that the plans for future facilities are conceptual in nature and therefore specific locations and quantities of future Premises have not been determined, but general locations, such as the terminal and concourse, have been identified and are specified in the Future Premises Commitment. Each Long-Term Signatory Airline agrees that, as the T-5 Extension and elements of the TAP Program are completed, it will relocate between and within the Main Terminal and Terminal 5 as directed by the City to the extent that it is consistent with the Future Premises Commitment, and each Long-Term Signatory Airline agrees subject to Article 5 to lease, at a minimum, the amounts of Exclusive Use Space and Preferential Use Space stated in the Future Premises Commitment in the locations specified by the City. The City agrees, subject to Article 5 and to the extent adequate space is constructed as part of the T-5 Extension and the TAP Program, to provide Airline the amounts of Exclusive Use Space and Preferential Use Space identified in the Future Premises Commitment within the terminals and concourses identified in Exhibit E. Before directing a Long-Term Signatory Airline to vacate Preferential Use Gate Space, the City shall make an equivalent amount of Linear Frontage available for Airline’s relocation. Each Signatory Airline shall be responsible for any costs of relocating its Premises that are incurred as a result of this Section 4.1.8.

4.2 **Assignment and Subletting**

4.2.1 Airline covenants that it will not (i) assign, transfer, convey, sell, mortgage, pledge or encumber (any of the foregoing events being referred to as an “Assignment”) or (ii) sublet (such event being referred to as “Sublease”) the Premises or any part thereof, or any rights of Airline hereunder or any interest of Airline in this Agreement, nor will Airline allow the use of its Premises by any Air Carrier, except as otherwise provided in this Agreement (including Section 4.2.2, Section 4.2.8 and Section 6.2.1), without in each instance having first obtained the prior written consent of the City, to the extent required, as set forth in this Section 4.2. In determining whether or not to consent to an Assignment or Sublease, the City will take into account, among other factors, the balanced utilization of the Airport facilities and operational considerations relating to the proposed Assignment or Sublease.
4.2.2 The consent of the Commissioner on behalf of the City shall be required for any Assignment or Sublease, except for Airline’s Assignment or Sublease of its Exclusive Use Premises or Preferential Use Premises to its Affiliates or Alliance Partners. Consent by the City to any type of Assignment or Sublease described in this Section 4.2 or elsewhere in this Agreement shall not in any way be construed to relieve Airline from obtaining further authorization from the City for any subsequent Assignment or Sublease of any nature whatsoever.

   (a) All Sublessees under this Section 4.2.2 must execute an Airline Use and Lease Agreement, Affiliate Operating Agreement, Non-Signatory Airline Operating Agreement or other agreement with the City to operate at the Airport in a form acceptable to the City.

   (b) If applicable, whenever Airline seeks consent for a proposed Sublease of its Premises under this Section 4.2.2, the City shall have the option to recapture such portion of the Premises Airline seeks to Sublease if the City has received a request from another Signatory Airline for such space. If the City exercises its option to recapture such portion of the Premises, Airline’s leasehold with respect to such portion of the Premises shall terminate, and the City shall issue Airline a revised Premises Notice.

   (c) In the event that Airline subleases any of its Premises pursuant to this Section 4.2, Airline shall charge the Sublessee no more than the sum of the following:

      (i) Sublessee’s pro rata share of Airline’s Airport Fees and Charges;

      (ii) additional amounts sufficient for Airline to recover its direct costs, if any, of such Sublease, including a reasonable allocation of tenant improvement costs and equipment costs for property and equipment owned by Airline; and

      (iii) an additional administrative fee of up to 15 percent of the combined total of the amounts specified in Sections 4.2.2(c)(i) and (ii).

   (d) Whenever Airline makes an Assignment or Sublease of its Premises to any of Airline’s Affiliates or Alliance Partners or, subject to Section 4.2.9, enters into a license agreement with a third-party without seeking the City’s consent, Airline shall deliver to the City, within thirty (30) days following the execution by Airline and the assignee, Sublessee or licensee, as applicable, written notice of such assignment, sublease or license, together with copies of all documents, if any, relating to such assignment, sublease or license and, as applicable, information establishing that the proposed assignee or Sublessee is its Affiliate or Alliance Partner. If Airline terminates any such Assignment, Sublease or license earlier than the termination date set forth in the written notice, Airline shall provide City written notice thereof within thirty (30) days of such termination.

4.2.3 Notwithstanding any Sublease with or without City consent, Airline shall remain fully liable for the payment of all of its Airport Fees and Charges and fully responsible for the performance of all of its other obligations hereunder.
4.2.4 Any and all requests by Airline requiring consent under Section 4.2.1 shall be made in writing to the City and shall include copies of the proposed documents of Assignment or Sublease. Said documents of Assignment or Sublease shall fully disclose any and all consideration provided to Airline for said Assignment or Sublease.

4.2.5 If any Assignment or Sublease shall occur, whether or not prohibited by this Section 4.2, and Airline is in default of its payment obligations under this Agreement, the City may provide written notice to Airline of the City’s intent to collect assignee’s, Sublessee’s or other transferee’s pro rata share of Airport Fees and Charges from such assignee or Sublessee or other transferee of Airline. If Airline does not cure any such payment default within fifteen (15) business days from the City’s notice, the City may collect such amounts for as long as such payment defaults remain outstanding directly from the assignee or Sublessee, and in such event shall apply the amount collected, net of any costs of collection, to the Airline Fees and Charges due from Airline hereunder without such action by the City releasing Airline from this Agreement or any of its obligations hereunder. If any Assignment or Sublease prohibited by this Section 4.2 shall occur without the consent of the City, and the City collects Airport Fees and Charges from any assignee, Sublessee or other transferee of Airline and applies the net amount collected in the manner described in the preceding sentence, such actions by the City shall not be deemed to be a waiver of the covenant contained in this Section 4.2 or constitute acceptance by the City of such Assignment, Sublease or transfer.

4.2.6 Any Sublease or Assignment shall require the Sublessee or the assignee to be bound by all of the terms and provisions of this Agreement. For purposes of interpretation of the immediately preceding sentence, in all provisions of this Agreement applicable to the Sublessee or the assignee, including Section 13.1 of this Agreement requiring that the City Indemnified Parties be indemnified, reference to the “Airline” shall be deemed to refer to the Sublessee or assignee.

4.2.7 Any Sublease or Assignment under this Section 4.2 must expressly name the City as a third-party beneficiary of the Sublessee’s or the assignee’s obligations under the Sublease or the Assignment and grant a direct right of enforcement thereunder to the City in the event Airline fails, after thirty (30) days’ written notice from the City, to successfully enforce the obligations of the Sublessee or assignee, as applicable.

4.2.8 Notwithstanding the foregoing, this Section 4.2 shall not be interpreted to preclude the Assignment of this Agreement, and Airline’s rights and obligations hereunder, to a parent, subsidiary, subsidiary of a parent, or merged company if such parent, subsidiary, subsidiary of a parent, or merged company conducts Air Transportation Business at the Airport and assumes all rights and obligations hereunder. Consent to such Assignment shall not be required, but written notice of such assumption shall be provided by the parent, subsidiary, subsidiary of a parent, or merged company within thirty (30) days of the effective day of such Assignment.

4.2.9 Subject to Section 3.7 and the notice provisions set forth in Section 4.2.2(d) as applicable, Airline may enter into a license agreement under which Airline’s Affiliate or Alliance Partner, a Contractor or other Air Carrier handled by Airline, is given rights or
privileges to utilize portions of Airline’s Exclusive Use Premises or Preferential Use Premises without seeking the City’s consent.

4.3 City’s Right of Entry

The City, by its officers, employees, agents, representatives, contractors, consultants and furnishers of utilities and other services, shall have the right at all times upon reasonable notice to enter Airline’s Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, and for any other purpose necessary for or incidental to or connected with the performance of the City’s obligations hereunder, or in the exercise of its governmental functions or in the City’s capacity as Airport owner. The City shall make commercially reasonable efforts to conduct each inspection, repair or other activity in a manner that does not unreasonably interfere with Airline’s operations. The City will provide forty-eight (48) hours advance notice pursuant to Section 18.4 (which additionally may be provided by telephone, accompanied with or separately by written notice or electronic mail to Airline’s local operations manager) of any planned inspection or intrusive sampling to Airline, except in emergencies, when advance notice shall not be required. Airline shall have the right to accompany the City when any such inspection or sampling is performed, provided that the City is not required to unreasonably delay its inspection or sampling to enable Airline to be present. The City shall repair any damage to Airline’s Premises caused by such inspection or intrusive sampling and the cost of any repairs shall be an O&M Expense of the Terminal Complex. Notwithstanding the above, the City, its contractors and other agents’ right of entry to Airline’s Premises to perform environmental inspections and sampling shall be governed exclusively by Section 14.2.

4.4 Quiet Enjoyment

The City covenants, unless otherwise provided by this Agreement, that, if Airline shall perform all obligations and make all payments as provided herein, Airline shall peaceably have and enjoy the Premises and all the rights, privileges, appurtenances and facilities granted herein, subject to the exercise of governmental police powers by either the City or any other governmental authority having jurisdiction over the Airport.

4.5 Surrender and Removal of Personal Property

4.5.1 Airline covenants and agrees to surrender possession of the Premises (or a portion of the Premises, if applicable) upon:

(a) the expiration or early termination of this Agreement;

(b) partial termination of Premises under Section 15.2.2;

(c) the effective date of the City’s reallocation of all or any portion of the Premises under Article 5; or

(d) termination of any holdover period

in substantially the same condition as of the Effective Date (or in the case of improvements or alterations made or fixtures installed subsequent thereto, then as of the date of such
improvements, alternations, or fixtures were made or installed), reasonable wear and tear, damage from casualty and condemnation as described in Article 15 resulting in the termination of this Agreement, and repairs that are the responsibility of the City, all excepted. No act or thing done by the City during the Term shall be deemed acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid, unless in writing and signed by the City. Airline’s improvements to the Premises, if any, shall be removed unless the City agrees in writing to allow them to be left in place or an agreement between the City and Airline allows them to be left in place; provided, however, that any Baggage Systems within any Premises to be surrendered by Airline shall be left in place, and the City shall be deemed to own any such Baggage Systems upon surrender of such Premises.

4.5.2 In the event of such expiration or earlier termination, Airline shall have thirty (30) days after such expiration or termination during which to remove personal property and trade fixtures; provided, however, the City shall have the right to assert such lien or liens against said property as the City may by law be permitted. Any damage to the Airport, the structure, the Premises or any fixtures located therein resulting from such removal shall be repaired or paid for by Airline.

4.5.3 If, upon such expiration or earlier termination, Airline shall fail to remove any personal property or trade fixtures as required herein, the City may, but without the obligation to do so, (a) remove said personal property and trade fixtures and hold them for the owners thereof, or may place the same in a public warehouse, all at the expense and risk of the Airline; or (b) deem such property abandoned and keep such property or, after written notice to Airline and at Airline’s sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in the City’s possession and after the expiration of thirty (30) days sell the same, with notice and in accordance with applicable law, the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by Airline to the City, and any balance remaining shall be credited to offset the Terminal Space Revenue Requirement. If the expenses of such removal, storage, disposal or sale shall exceed the proceeds of sale, Airline shall pay such excess to the City upon demand. Except where, and to the extent, caused by any willful and wanton act of the City, its agents, employees, contractors, officers or directors, Airline shall indemnify, defend, release and hold harmless the City from any and all damage, cost and expenses related to said removal, storage, disposal and sale, which obligations shall survive expiration or earlier termination of this Agreement.

4.6 Hold Over

Airline acknowledges it is bound to comply with all provisions of this Agreement until Airline vacates the Premises. If Airline holds over, refuses, or fails to give up the possession of the Premises or the relevant portion thereof, as applicable, on the expiration or earlier termination of this Agreement without express written consent of the City, no periodic tenancy will be deemed to be created, and the City shall have all rights and remedies under Applicable Laws to recover the Premises and damages, including recovery of interest, attorney’s fees and costs. In addition to continuing Airport Fees and Charges payable, the City shall assess a penalty in the amount of twenty-five (25%) percent of the Airport Fees and Charges payable for such Premises at the time of expiration or termination of this Agreement for the first sixty (60) days of such hold over and fifty percent (50%) of such Airport Fees and Charges thereafter.
Furthermore, if the City so elects, the City may accept payment of Airport Fees and Charges from Airline and concurrently commence legal proceedings to regain possession of the Premises. The foregoing provisions shall not serve as permission to Airline to hold over, nor serve to extend the Term. The provisions of this Section 4.6 shall not operate as a waiver of any right of the City under this Agreement or Applicable Laws to re-enter and take possession of the Premises. If, during Airline’s holdover period, Airline and the City execute a new use and lease agreement applicable to the Premises, then the terms and conditions of such new use and lease agreement shall determine whether such terms and conditions shall apply retroactively to Airline’s use and occupancy of the Premises during said holdover period.

4.7 No Warranty of Condition or Suitability

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE CITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR THAT THE PREMISES SHALL BE SUITABLE FOR AIRLINE’S PURPOSES OR NEEDS. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LATENT DEFECT AND AIRLINE SHALL NOT, UNDER ANY CIRCUMSTANCES, WITHHOLD ANY RENTALS OR OTHER AMOUNTS PAYABLE TO THE CITY HEREUNDER ON ACCOUNT OF ANY DEFECT IN THE PREMISES. BY ITS ENTRY ONTO THE PREMISES, AIRLINE ACCEPTS THE PREMISES IN ITS “AS IS” CONDITION.

4.8 City’s Title

The City’s title to the Premises and the Airport is and always shall be paramount to the interest of Airline in the Premises. Nothing herein contained empowers Airline to commit or engage in any act which can, shall or may encumber the title of the City.

4.9 Work on Airline’s Premises

4.9.1 Airline shall have the right to perform work (such as planning, design, fabrication, installation, construction, start-up, and testing) only in Airline’s Exclusive Use Premises or Preferential Use Premises (if any). The City may fund such work for Airline, provided that the City and Airline enter into an agreement obligating Airline to fully reimburse the City, including financing costs. In addition, the City may, upon Airline’s request, delegate to Airline responsibility for the design, construction, and equipping of Capital Improvement Projects elsewhere at the Airport. All such work shall be subject to the terms and conditions of this Agreement, any reimbursement agreement, ground lease or other agreement between Airline and City relating to such work, and all applicable procedures issued by the Commissioner in his or her reasonable discretion in accordance with the terms hereof, including, without limitation, applicable provisions of the City’s most current versions of the Design and Construction Manuals.

4.9.2 As set forth in greater detail in any reimbursement agreement, ground lease or other agreement, to the extent applicable to such work between Airline and the City, Airline may not commence such work on its Premises without (a) the City’s prior written approval of the plans and proposals relating thereto, which approval shall not be unreasonably
withheld, conditioned, or delayed, and (b) receipt of all necessary City, County, and other governmental approvals, licenses, and permits in connection therewith.

4.9.3 To the extent the City agrees to reimburse Airline for the costs of such work, Airline and the City shall enter into and comply with the terms set forth in the City’s current form of reimbursement agreement, as such agreement may reasonably be revised by the City from time to time, modified to address the nature of specific projects and agreed to by Airline.

4.9.4 Airline covenants and agrees that it shall keep the Premises and any interest therein and any improvements thereon free and clear of any and all liens in any way arising out the construction, improvement or use thereof by Airline.

Article 5

ASSIGNMENT AND USE OF SPACE

5.1 Types of Gate Space

5.1.1 Airline acknowledges that no Gate Space at the Airport shall be assigned for any Passenger Carrier’s exclusive use. Gate Space shall be designated by the City as either Common Use Gate Space or Preferential Use Gate Space in accordance with and subject to the terms of this Article 5. All of Airline’s Preferential Use Gate Space shall be subject to the applicable accommodation and reallocation provisions of this Article 5, regardless of how or when such Gate Space is initially assigned to Airline.

5.1.2 The City shall only lease Preferential Use Gate Space to Long-Term Signatory Airlines.

5.1.3 The City shall retain exclusive control of the use of all Common Use Gate Space and manage Common Use Gate Space in accordance with the Terminal Space Use Protocols.

5.1.4 Airline’s use of all Gate Space shall at all times be in compliance with and subject to the Terminal Space Use Protocols as they may be amended from time to time by the City after consultation with the AAAC. In the event of any conflict between this Agreement and the Terminal Space Use Protocols, this Agreement shall prevail.

5.1.5 Notwithstanding Section 5.1.1, the L-Stinger Gates shall not be subject to the terms of this Article 5 for so long as the L-Stinger Lease remains in effect, unless expressly stated otherwise in this Agreement. If the L-Stinger Lease terminates during the Term of this Agreement then, subject to American Airlines’ right of first refusal pursuant to Section 15.21 of the L-Stinger Lease, each of the L-Stinger Gates shall thereafter be assigned by the City as Preferential Use Gate Space as shown in Exhibit D-1.2 subject to the terms of this Article 5 and shall no longer be considered to be L-Stinger Gates for the purposes of this Article 5. In the event that American Airlines exercises its right of first refusal pursuant to Section 15.21 of the
L-Stinger Lease, the L-Stinger Gates shall be assigned to American Airlines as Preferential Use Gate Space that, upon such assignment, shall be subject to the terms of this Article 5.

5.2 Assignment of Preferential Use Gate Space Rights and Conversion of Common Use Gate Space to Preferential Use Gate Space

5.2.1 Airline acknowledges and agrees that, in accordance with this Agreement, the City must, among other factors, balance the need for Common Use Gate Space to provide opportunities for new entry, expansion of incumbent Passenger Carrier flight activity and operational flexibility, with the desires of Passenger Carriers for Preferential Use Gate Space. Airline further acknowledges that Airline has no right to demand that the City convert Common Use Gate Space into Preferential Use Gate Space and assign it to Airline.

5.2.2 The allocation and assignments of all Preferential Use Gate Space and Common Use Gate Space at the Airport as of the Effective Date and interim milestones are shown on Exhibit D. The Preferential Use Gate Space assigned to and leased by Airline is identified in the Premises Notice.

5.2.3 The City shall have the right, but not the obligation, at any time to convert Common Use Gate Space into Preferential Use Gate Space for assignment to a Long-Term Signatory Airline if (a) the Long-Term Signatory Airline’s Gate Space utilization meets or exceeds the average Preferential Use Gate Space utilization of all Long-Term Signatory Airlines, as measured by either Section 5.7.3(a) or Section 5.7.3(b), and (b) such conversion will not unduly impair the City’s ability to accommodate incumbent users of Common Use Gate Space or potential new entrant Passenger Carriers on Common Use Gate Space that have committed to operate at the Airport if adequate Gate Space is made available. In converting and leasing such Gate Space to qualifying Long-Term Signatory Airlines, the City shall give preference to Long-Term Signatory Airlines (if any) that do not at such time hold any Preferential Use Gate Space.

5.2.4 Upon the completion of the T-5 Extension and the relocation from the Main Terminal to Terminal 5 of one or more Long-Term Signatory Airlines (“Relocating Airlines”), the City shall allocate Linear Frontage in accordance with Exhibit D-1.3 with such assignments to remain in place for a period of at least twelve (12) months (“Gate Space Ramp-up Period”).

5.3 Annual Redetermination of the Number and Locations of Common Use Gate Space

5.3.1 Subject to Section 5.3.2, the first annual redetermination of Gate Space shall take effect on October 1, 2021. By April 1, 2021, and by April 1 of each year thereafter during the Term, and subject to Sections 5.3.2 and 5.3.3, the City shall, after consultation with the TFAC, determine and give written notice to all Signatory Airlines of the amount and locations of both Domestic Gate Space and International Gate Space to be reserved for use as Common Use Gate Space, to be effective on October 1 of the same year. The City’s determination of the amount and locations of Common Use Gate Space shall take account of the following factors, among others:

(a) The recommendations of the TFAC, if any.
(b) The daily average number of Scheduled Seats and Scheduled Departures at the Airport divided by total Airport Linear Frontage during the preceding calendar year.

(c) The flights of Gate Space Requesting Airlines currently accommodated at the Airport on Preferential Use Gates and any requests to relocate the flights of Gate Space Requesting Airlines pursuant to Sections 5.5.6(f) or 5.5.7.

(d) The projected daily average number of Scheduled Seats and Scheduled Departures at the Airport divided by total Airport Linear Frontage during the 12-month period the reallocation will take effect.

(e) The daily average number of Scheduled Seats and Scheduled Departures processed in all Domestic Common Use Gate Space and all International Common Use Gate Space, respectively, divided by the Linear Frontage associated with such Gate Space during the preceding calendar year.

(f) Projected demand for use of Domestic Common Use Gate Space and International Common Use Gate Space during the 12-month period the reallocation will take effect.

(g) The need to accommodate new entrant Passenger Carriers or increases in service by Passenger Carriers already serving the Airport.

(h) Planned or completed changes in the Terminal Complex.

(i) The need to address operational issues or facility imbalances.

(j) Other factors affecting operational efficiency (from the perspective of the City, the Signatory Airlines and Non-Signatory Airlines) or the passenger experience at the Airport.

5.3.2 Upon the completion of the T-5 Extension and the relocation from the Main Terminal to Terminal 5 of one or more Long-Term Signatory Airlines, the City shall cease the annual redetermination of Gate Space currently in process, if any, and shall not initiate the next annual redetermination of Gate Space until April 1 of the year following the end of the Gate Space Ramp-up Period, as defined in Section 5.2.4.

5.3.3 In determining the amount and locations of both Domestic Gate Space and International Gate Space to be reserved for use as Common Use Gate Space pursuant to Section 5.3.1, the City shall not increase the then-current amount of Common Use Gate Space by more than 138 feet of Linear Frontage for Domestic Common Use Gate Space and 200 feet of Linear Frontage for International Common Use Gate Space unless one or more of the following events occur:

(a) the average number of daily Scheduled Operations on Domestic Common Use Gate Space per 138 feet of Linear Frontage during the preceding calendar year exceeds the average number of daily Scheduled Operations on all Domestic Gate Space per 138
5.3.4 All remaining Gate Space available for use after the City makes its annual redeterminations of the amount and locations of Common Use Gate Space shall be offered by the City to Long-Term Signatory Airlines for use as Preferential Use Gate Space to be allocated in accordance with Section 5.4.

5.4 Annual Redetermination of Preferential Use Gate Space Assignments

5.4.1 If, but only if, as of February 1, 2021 or no later than February 1 of each year thereafter during the Term (a) the City determines under Section 5.3 that the amount or locations of Common Use Gate Space should be changed, or (b) a Long-Term Signatory Airline requests additional Preferential Use Gate Space that would be available to such Signatory Airline if the City made a redetermination of Gate Space assignments under this Section 5.4, then by April 1, 2021 and April 1 each year thereafter during the Term when one or both of these triggering events occur, the City shall determine the Preferential Use Gate Space to be offered to each Long-Term Signatory Airline for the twelve (12) month period beginning October 1 of that year using the following methodology:

(a) The City shall calculate each Long-Term Signatory Airline’s percentage share of total Scheduled Departures for all Long-Term Signatory Airlines based upon Scheduled Operations for the immediately preceding calendar year. In calculating each Long-Term Signatory Airline’s percentage share of Scheduled Departures, the City shall include the Scheduled Departures of both (i) the Long-Term Signatory Airline’s Affiliates and Alliance Partners operating in Airline’s Preferential Use Gate Space and (ii) any Passenger Carrier voluntarily accommodated in Airline’s Preferential Use Gate Space under Section 5.5.4(b), but shall exclude any Scheduled Departures of Airline operating in the Preferential Use Gate Space of any of its Affiliates or Alliance Partners.

(b) The City shall then calculate each Long-Term Signatory Airline’s share of Preferential Use Gate Space (“Preferential Use Linear Frontage Share”) by multiplying each Long-Term Signatory Airline’s percentage share of total Scheduled Departures derived under Section 5.4.1(a) by the total Linear Frontage associated with the Preferential Use Gate Space made available by the City under Section 5.3.2 (including any newly constructed Preferential Use Gate Space that the City plans to make available during the twelve (12) month period after the reallocation will take effect); provided, however, that the Scheduled Operations on and Linear Frontage associated with the L-Stinger Gates (if any) shall be excluded from the calculation of Preferential Use Linear Frontage Shares.
5.4.2 The City shall then, exercising its reasonable discretion and after consultation with the TFAC, assign the amount and location of Preferential Use Gate Space to each Long-Term Signatory Airline based on the following requirements and factors:

(a) Only Long-Term Signatory Airlines with Preferential Use Linear Frontage Shares equal to or greater than 138 feet shall receive an assignment of Preferential Use Gate Space (“Qualifying Airlines”);

(b) The City shall minimize, to the extent practicable, the difference between each Qualifying Airline’s Preferential Use Linear Frontage Share and the amount of Linear Frontage associated with the Qualifying Airline’s actual assignment of Preferential Use Gate Space, subject to Section 5.4.2(c); provided, however, that the City’s assignment of Preferential Use Gate Space to any Qualifying Airline shall not deviate by more than 69 feet from its Preferential Use Linear Frontage Share without the approval of the Qualifying Airline;

(c) The City shall also take into account the following factors with respect to assigning locations of Preferential Use Gate Space:

(i) Maintaining the current locations of each Qualifying Airline’s Preferential Use Gate Space;

(ii) Assigning contiguous Preferential Use Gate Space;

(iii) Avoiding the assignment of Preferential Use Gate Space that is distant from a Qualifying Airline’s other Preferential Use Gate Space, its Gate-related Premises and VIP Lounges;

(iv) Preservation of hub connectivity;

(v) Planned or completed changes in the Terminal Complex;

(vi) The need to address operational issues or facility imbalances; and

(vii) Other factors affecting operational efficiency (from the perspective of the City, all Signatory Airlines and Non-Signatory Airlines) or the passenger experience at the Airport.

(d) The City shall also take into account the following factors with respect to assigning the amount of Preferential Use Gate Space:

(i) Compatibility of assignments of Preferential Use Gate Space with the configurations of Gates specified in then-current Gate Space Plans in order to avoid assigning Gate Space that cannot be used; and

(ii) The compatibility of each Qualifying Airline’s fleet with the Gate Space assigned.
5.4.3 Qualifying Airlines shall accept all Preferential Use Gate Space assigned by the City under Section 5.4.2 unless:

(a) the Linear Frontage associated with the Qualifying Airline’s assigned Preferential Use Gate Space exceeds the greater of (i) the Linear Frontage specified in its Future Space Commitment or (ii) the Linear Frontage assigned to the Qualifying Airline in the year preceding the effective date of the reallocation, in which case the Qualifying Airline may reject the amount of excess Preferential Use Gate Space and the City will determine the location of excess Preferential Use Gate Space to remove from that Qualifying Airline’s assignment; or

(b) a Qualifying Airline requests a reduction and the City elects to allow it based on requests for additional Preferential Use Gate Space from other Long-Term Signatory Airlines pursuant to Section 5.4.6.

5.4.4 Any Preferential Use Gate Space reduced by the City pursuant to Section 5.4.3 shall be reassigned to Qualifying Airlines that request additional Preferential Use Gate Space in accordance with Section 5.4.6(a). In the event the City does not have sufficient Preferential Use Gate Space available for reassignment to all such requesting Qualifying Airlines, the City will reassign the available Preferential Use Gate Space in order of the highest projected Gate Space utilization, as measured by Section 5.7.3(a), after taking into account the City’s initial assignment under Section 5.4.2.

5.4.5 Any remaining, unassigned Preferential Use Gate Space will be offered to Long-Term Signatory Airlines that are not Qualifying Airlines in increments of 138 feet, in the order of the largest Preferential Use Linear Frontage Share. Any remaining Preferential Use Gate Space shall be reassigned to and accepted by Qualifying Airlines whose assignment of Linear Frontage under Section 5.4.2 is less than the greater of (a) the Linear Frontage in its Future Space Commitment or (b) the then-current amount assigned to the Qualifying Airline. In making such reassignments, the City shall seek to minimize, to the extent practicable, the difference between such Qualifying Airlines’ assigned Linear Frontage and the greater of their Future Space Commitment or then-currently assigned Linear Frontage. In no event shall the City’s assignment to such a Qualifying Airline exceed the greater of its Future Space Commitment or the then-current amount assigned to the Qualifying Airline without the Qualifying Airline’s approval. Any remaining Gate Space shall remain vacant until the next reallocation of Gate Space.

5.4.6 In the event that a reallocation is triggered pursuant to Sections 5.3 or 5.4, the City shall give written notice of its initial determinations under Sections 5.3 and 5.4.2 to all Signatory Airlines, including Airline, by April 1 of each year in which the City’s determination is to take effect. The City’s written notice shall include an exhibit displaying the then-current assignments of all Preferential Use Gate Space and the Preferential Use Gate Space being assigned by the City to all Qualifying Airlines for the year the reallocation will take effect according to Section 5.4.2.

(a) A Qualifying Airline shall provide written notice to the City no later than thirty (30) days after the notice provided in Section 5.4.6 is given if (i) the Qualifying
Airline rejects or requests a reduction in its assigned Preferential Use Gate Space, pursuant to Section 5.4.3 or (ii) the Qualifying Airline wishes to receive additional Preferential Use Gate Space that may become available in accordance with Section 5.4.4.

(b) Any Long-Term Signatory Airline that is not a Qualifying Airline and seeking an assignment of Preferential Use Gate Space in accordance with Section 5.4.5 shall provide written notice to the City no later than thirty (30) days after the notice provided in Section 5.4.6 is given.

5.4.7 The City will issue written notice to all Signatory Airlines of its final determinations pursuant to Sections 5.4.1 through 5.4.6 no later than June 1 of the year in which the City’s determinations are to take effect and the reallocations shall take effect on October 1 of that year. The City will consult with the TFAC and all affected Passenger Carriers to coordinate any relocations and minimize service disruptions resulting from the reallocation of Gate Space under Sections 5.4.3 through 5.4.5.

5.4.8 If the amount or locations of Preferential Use Gate Space assigned to Airline are changed during the term of this Agreement, Airline may, upon thirty (30) days written notice to the City, terminate its rights to and obligations for those portions of Airline’s Gate-related Premises that are no longer proximate to the Preferential Use Gate Space assigned to Airline or no longer needed due to the reduction in Gate Space. Upon Airline’s request, the City shall use reasonable efforts to offer Airline substitute Gate-related Premises more proximate to newly assigned Preferential Gate Space assigned to Airline for the remainder of the Term. The reasonable costs of relocating the Preferential Use Gate Space assigned to any Long-Term Signatory Airline, plus the reasonable costs of the displaced Long-Term Signatory Airline’s tenant improvements at any substitute Premises, when constructed with the City’s consent under Section 4.9 of this Agreement, shall be paid by the City and included in the Total Terminal Revenue Requirement calculated under Section 8.3.1 of this Agreement.

5.4.9 The City shall revise the Premises Notice and Terminal Complex Space Exhibit issued to Airline to reflect the reallocation of any Gate Space under Sections 5.3 or 5.4 and shall issue said revised Premises Notice and Terminal Complex Space Exhibit to Airline when any such reallocation takes effect.

5.5 City’s Right to Accommodate Other Passenger Carriers in Airline’s Preferential Use Gate Space

5.5.1 Objectives. Airline and the City acknowledge that an important objective of the City is to offer all Passenger Carriers desiring to serve the Airport access to the Airport and to accommodate the needs of Passenger Carriers desiring to introduce or expand service at the Airport. In furthering the objective of providing access to the Airport, including the accommodation of new entrants, this Agreement seeks to (a) provide Signatory Airlines with predictability and stability in the use of operational space at the Airport, (b) provide reasonable accommodation to Passenger Carriers seeking to serve the Airport, and (c) achieve a reasonable balance in the overall utilization of Gate Space, taking into account existing Signatory Airline operations and maximizing passenger convenience.
5.5.2 Airline’s Initial Schedule Submission

(a) The Scheduling Manager shall receive and analyze Initial Schedule Submissions and Gate Space Plans and perform tasks specified for the Scheduling Manager under Section 5.5. Any decisions made by the Scheduling Manager pursuant to this Article 5 shall be made in consultation with and subject to the approval of the City unless otherwise specified in Terminal Space Use Protocols. The City and the Scheduling Manager shall, to the extent permitted by Illinois law, protect Airline’s Initial Schedule Submission as proprietary, confidential and non-public business information. However, nothing herein shall prevent the City from complying with the law or court order. In the event that such information is released to the public the City shall not be liable to Airline for damages of any kind related to the disclosure. All costs incurred by the City related to the Scheduling Manager shall be allocated to the Terminal Complex.

(b) Airline shall submit its Initial Schedule Submission to the Scheduling Manager in the form and on the dates specified in the Terminal Space Use Protocols. The Terminal Space Use Protocols shall specify the information that must be reported in the Initial Schedule Submission. Airline’s Initial Schedule Submission shall also include a Gate Space Plan that identifies the range of likely Gate configurations that Airline may use, as further specified in the Terminal Space Use Protocols. Airline shall have scheduling preference, for itself and its Affiliates and Alliance Partners, within its Preferential Use Gate Space under this Section 5.5 with respect to the Periods of Use of all aircraft operations, including RON Activities, and Scheduled Seasonal Service identified in Airline’s Initial Schedule Submission, unless the City determines that Airline has demonstrated a pattern of failing to actually operate flights submitted in its Initial Schedule Submission in a manner that impairs the City’s ability to accommodate Gate Space Requesting Airlines within Airline’s Preferential Use Gate Space.

(c) Airline’s Initial Schedule Submission shall also include information, as specified in the Terminal Space Use Protocols, for all aircraft operations, including RON Activities, and Scheduled Seasonal Service of Airline and its Affiliates that Airline plans to conduct within Common Use Gate Space.

(d) Any requests for accommodation from Gate Space Requesting Airlines must also be received by the dates specified in the Terminal Space Use Protocols to be considered for accommodation during the next scheduling period as specified in the Terminal Space Use Protocols.

(e) Airline shall also include with its Initial Schedule Submission information, as specified in the Terminal Space Use Protocols, with respect to Seasonal Service by Airline and its Affiliates that is planned for the next twelve (12) months (“Scheduled Seasonal Service”).

(f) After the submission of Initial Schedule Submissions, the Scheduling Manager shall, pursuant to Section 5.5.4(b), notify all Long-Term Signatory Airlines of any requests for accommodation by a Gate Space Requesting Airline. After receipt of such notice from the Scheduling Manager, Airline may not revise its Initial Schedule Submission, if such revision would have the effect of making unavailable Preferential Use Gate Space that
would otherwise have been available to accommodate a Gate Space Requesting Airline, until the Scheduling Manager has selected a Gate Space accommodating Airline pursuant to Section 5.5.5.

(g) At any time after its submission to the Scheduling Manager, Airline may submit a written amendment of Airline’s Initial Schedule Submission, including its Gate Space Plan, to the Scheduling Manager detailing and highlighting each such revision; provided, however, that such amendment complies with Airline’s continuing obligations to accommodate Gate Space Requesting Airlines under Section 5.5.6 and 5.5.7, if any. Airline agrees that its Initial Schedule Submission and any written amendments to it shall be accurate, submitted to the Scheduling Manager in a timely manner and made in good faith, and that the Scheduling Manager shall be able to rely and act on Airline’s Initial Schedule Submission and all written amendments thereto when accommodating one or more Gate Space Requesting Airlines in Airline’s Preferential Use Gate Space or accommodating Irregular Operations in accordance with Section 5.5.8.

5.5.3 Periods of Use. For purposes of this Article 5, Airline’s Periods of Use for operations specified in its then-current Initial Schedule Submission, including RON Activities and Scheduled Seasonal Service, shall be determined as specified in the Terminal Space Use Protocols.

5.5.4 Preconditions for Accommodation in Airline’s Preferential Use Gate Space

(a) The Scheduling Manager shall attempt to accommodate Gate Space Requesting Airlines in Common Use Gate Space before scheduling Gate Space Requesting Airline arrivals and departures in any Preferential Use Gate Space.

(b) Within thirty (30) days after the date when Long-Term Signatory Airlines are required to submit their Initial Schedule Submission under Section 5.5.2(b), the Scheduling Manager shall notify all Long-Term Signatory Airlines currently assigned Preferential Use Gate Space of any requests by Gate Space Requesting Airlines that the Scheduling Manager has not been able to accommodate in Common Use Gate Space. Such notice shall include the requested times of arrival and associated Periods of Use, aircraft size and International Gate requirements, if any, but shall not include any information regarding destinations served. At any time during the accommodation process, any Long-Term Signatory Airline may voluntarily seek to accommodate the Gate Space Requesting Airline. However, the Scheduling Manager shall not be obligated to wait for such voluntary accommodation to be offered before seeking to accommodate a Gate Space Requesting Airline pursuant to this Section 5.5, and a Gate Space Requesting Airline shall not be obligated to accept a Long-Term Signatory Airline’s voluntary offer of accommodation.

5.5.5 Accommodation Procedures. As part of the Initial Schedule Submission process under the Terminal Space Use Protocols, the Scheduling Manager shall have the right, upon reasonable notice to and after consultation with Airline in accordance with the process established in the Terminal Space Use Protocols, to schedule in Airline’s Preferential
Use Gate Space arrivals and departures of a Gate Space Requesting Airline at all periods of time for the gauge of aircraft that do not conflict with Airline’s Periods of Use as follows:

(a) The Scheduling Manager shall first review the Initial Schedule Submissions of all Long-Term Signatory Airlines and determine which, if any, Long-Term Signatory Airlines could accommodate the Gate Space Requesting Airline in its Preferential Use Gate Space based on the requested times of arrival and associated Periods of Use, aircraft size and International Gate requirements (if any). In reviewing the Initial Schedule Submissions of Long-Term Signatory Airlines leasing at least 1,380 feet of Linear Frontage, the Scheduling Manager shall include buffer operations of up to ten percent (10%) of each such Long-Term Signatory Airline’s aircraft operations in its then-current Initial Schedule Submission at any given time during the day, which shall be excluded from consideration for accommodation.

(b) If, based on current Initial Schedule Submissions, more than one Long-Term Signatory Airline could accommodate the Gate Space Requesting Airline’s flight within their Preferential Use Gate Space, the Scheduling Manager shall select the Long-Term Signatory Airline with the lowest average Gate utilization, as determined in accordance with Section 5.7.3(a) and as most recently reported by TFAC, to accommodate the Gate Space Requesting Airline as a Gate Space Accommodating Airline; provided, however, that if any Long-Term Signatory Airlines could accommodate the Gate Space Requesting Airline in the same terminal where the Gate Space Requesting Airline already conducts operations, the Scheduling Manager shall select such Long-Term Signatory Airline with the lowest average Gate utilization. In the event that no Long-Term Signatory Airline can accommodate a Gate Space Requesting Airline for a full year without disrupting Scheduled Seasonal Service, the Scheduling Manager may select the Long-Term Signatory Airline with the lowest average Gate utilization, as determined in accordance with Section 5.7.3(a) and as most recently reported by TFAC, as the Gate Space Accommodating Airline. Such an accommodation, however, shall be subject to the Gate Space Accommodating Airline’s right to use its Preferential Use Gate Space for its Scheduled Seasonal Service (“Seasonal Use Right”). The Scheduling Manager shall commence a scheduling conference with Gate Space Requesting Airline and the Gate Space Accommodating Airline to confirm the actual location of the accommodation based on the Gate Space Accommodating Airline’s Initial Schedule Submission and Gate Space Plan and subject to Section 5.5.5(c).

(c) A Gate Space Accommodating Airline may select its Preferential Use Gate Space for accommodation; provided, however, that the selected Preferential Use Gate Space shall be able to accommodate the size of the Gate Space Requesting Airline’s aircraft and, if necessary, shall be Preferential Use International Gate Space; and provided, further, that the Scheduling Manager shall have the right to select available Preferential Use Gate Space other than that selected by the Gate Space Accommodating Airline if the Scheduling Manager reasonably determines, after consultation with the Gate Space Accommodating Airline, that (i) a different selection is warranted due to the proximity to the operations space and other aircraft operations, if any, of the Gate Space Requesting Airline; and the proximity to Common Use Gate Space, or the Preferential Use Gate Space of a Long-Term Signatory Airline other than the Gate Space Accommodating Airline, and (ii) such alternate selection does not unduly disrupt the operations, including Scheduled Seasonal Service, of the Gate Space Accommodating Airline or its Affiliates or Alliance Partners.
(d) In accommodating the City’s right to schedule such operations, the Gate Space Accommodating Airline shall allow and provide for the Gate Space Requesting Airline’s use of its podiums at the Preferential Use Gate (excluding proprietary systems) throughout the applicable Period of Use for the Gate Space Requesting Airline’s operation or alternatively permit use of the City’s podiums and equipment (including without limitation Common Use Passenger Processing Systems, if any), as may be required for the Gate Space Requesting Airline’s efficient use of the Preferential Use Gate Space, subject to Section 5.5.9. The Gate Space Accommodating Airline shall also allow the Gate Space Requesting Airline and its contractors, including its third party service providers, to use the Gate Ramp associated with Airline’s Preferential Use Gate Space for its aircraft and ground service equipment to the full extent permitted by Article 3 throughout the applicable Period of Use for the Gate Space Requesting Airline’s operation.

5.5.6 Duration of Airline’s Accommodation Obligation. Airline shall accommodate a Gate Space Requesting Airline assigned to Airline’s Preferential Use Gate Space until one of the following conditions arises:

(a) Common Use Gate Space becomes available that is sufficient to accommodate the Gate Space Requesting Airline’s flight(s);

(b) The quarterly Gate Space utilization reports issued by the TFAC demonstrate that another Long-Term Signatory Airline with equal or lower Gate Space utilization, as determined in accordance with Section 5.7.3(a), than Airline has Preferential Use Gate Space which could accommodate the Gate Space Requesting Airline’s flight(s) without conflicting with that other Long-Term Signatory Airline’s Initial Schedule Submission;

(c) Airline’s accommodation is subject to a Seasonal Use Right pursuant to Section 5.5.2(e), in which case Airline may, upon providing at least sixty (60) days’ prior written notice to the Scheduling Manager and the Gate Space Requesting Airline, utilize the Gate Space for the duration of its Seasonal Use Right;

(d) The Gate Space Requesting Airline discontinues the flight(s) for which it sought accommodation;

(e) The Gate Space Requesting Airline adjusts the schedule for its flight(s) in a manner that conflicts with Periods of Use in Airline’s then-current Initial Schedule Submission; or

(f) At the time the Airline submits an Initial Schedule Submission, it notifies the Scheduling Manager of a new flight of Airline that could be scheduled within Airline’s Preferential Use Gate Space, but only if the Gate Space Requesting Airline’s flight can be relocated to another Long-Term Signatory Airline’s Preferential Use Gate Space that is available and sufficient to accommodate the Requesting Airline’s flight. In that event, the Scheduling Manager shall notify the Gate Requesting Airline and the other Long-Term Signatory Airline that the Gate Space Requesting Airline’s flight will relocated. If more than one Long-Term Signatory Airline can accommodate the Gate Space Requesting Airline, the Scheduling Manager shall select the Long-Term Signatory Airline with the lowest average Gate utilization,
as determined in accordance with Section 5.7.3(a) and as most recently reported by TFAC, to accommodate the Gate Space Requesting Airline. The Long-Term Signatory Airline identified by the Scheduling Manager may select its Preferential Use Gate Space for accommodation as provided in Section 5.5.5(c). Airline shall be responsible for all costs related to the relocation Airline, the Gate Space Requesting Airline and the other Long-Term Signatory Airline, including the costs of relocating Gate-related Premises.

5.5.7 Changes to the Gate Selected for Accommodation

(a) The City and Airline acknowledge and agree that there must be a balance between the Gate Space Requesting Airline’s need for stability in its operations and Airline’s need to efficiently manage and use its Preferential Use Gate Space and expand its service to the Airport.

(b) No more than quarterly, Airline may propose to the Scheduling Manager in writing to relocate an accommodated Gate Space Requesting Airline to another location within its Preferential Use Gate Space, provided that the Gate Space is located in the same terminal and can accommodate the size of the Gate Space Requesting Airline’s aircraft.

(c) Within thirty (30) days of receiving a written relocation request meeting the conditions of Section 5.5.7(b) from Airline, the Scheduling Manager shall consult with the Gate Space Requesting Airline and shall approve the request unless it unreasonably impedes the operations of the Gate Space Requesting Airline. The Scheduling Manager shall respond to Airline within forty-five (45) days after the Scheduling Manager receives a written relocation request from Airline, or the request shall be deemed approved. If the Scheduling Manager approves the request, the relocation shall take effect no sooner than sixty (60) days after the Scheduling Manager notifies Airline and the Gate Space Requesting Airline of its decision, unless Airline and the Gate Space Requesting Airline agree on an earlier relocation. Airline shall be responsible for all costs related to the relocation of Airline and the Gate Space Requesting Airline, including the costs of relocating Gate-related Premises.

5.5.8 Daily Gate Assignments

(a) Irregular Operations. If an Irregular Operation by Airline, its Affiliate or Alliance Partner interferes with a Gate Space Requesting Airline’s use of Airline’s Preferential Use Gate Space, Airline shall retain priority in that particular instance, but shall consult with and make commercially reasonable efforts to accommodate the Gate Space Requesting Airline on other Preferential Use Gate Space leased by Airline within the same concourse. Airline and the Gate Space Requesting Airline shall each be responsible for notifying CDA of any such interfering Irregular Operation and request assistance if needed.

(b) Period of Use Adjustments During Irregular Operations. During overlapping periods of Irregular Operations by Airline, its Affiliates or Alliance Partners and the Period of Use of a Gate Space Requesting Airline, the Period of Use for arrivals of aircraft shall terminate upon the later of the time period listed in Section 5.5.3 or the completion of the deplaning process, including any required clearance by government authorities for international arriving aircraft. For departures of aircraft, the Period of Use shall be extended if the originating
aircraft is being boarded and actively prepared for departure. In such instances, the extension shall extend only to the completion of the active boarding process.

(c) **City’s Right to Temporarily Schedule on Preferential Use Gate Space Not Actually Used by Airline.** The Scheduling Manager shall have the right on a daily basis, upon reasonable consultation with Airline, if practicable, to schedule Irregular Operations that conflict with Airline’s Periods of Use if Airline, its Affiliates or its Alliance Partners are not actually utilizing its Preferential Use Gate Space during the Period of Use for either an operation in Airline’s then-current Initial Schedule Submission or for Airline’s own Irregular Operation, but only if (a) no Common Use Gate Space within the same Terminal as that Preferential Use Gate Space can accommodate the aircraft size and any FIS requirements of the Irregular Operation and (b) such use by the City does not unduly disrupt Airline’s operations.

5.5.9 **Charges for Use of Gate Space by Gate Space Requesting Airline.**

The City shall charge any Gate Space Requesting Airline that is accommodated in any of Airline’s Preferential Use Gate Space the same charges for use of the Gate Space and Airline-owned PLB and equipment, if any, that the Gate Space Requesting Airline would have been required to pay the City for use of Common Use Gate Space and City-owned PLB and City Equipment. The City shall credit such charges against Airline’s Terminal Charges. Airline shall not demand any additional payments from the Gate Space Requesting Airline on account of its use of such Gate Space, PLB or equipment of similar functionality to the City-owned Equipment provided within Common Use Gate Space.

5.5.10 **Charges to Gate Space Requesting Airline for Failure to Vacate Gate.**

The City may charge any Gate Space Requesting Airline that exceeds its allowable Period of Use in accordance with the Terminal Space Use Protocols. The City shall credit or remit such charges to Airline upon receipt.

5.5.11 **Gate Space Requesting Airline’s Insurance and Indemnification Obligations.**

As a condition precedent to the accommodation of a Gate Space Requesting Airline in any of Airline’s Preferential Use Gate Space, the Gate Space Requesting Airline shall have executed an agreement substantially in the form of this Agreement, an Affiliate Operating Agreement, or a Non-Signatory Airline Operating Agreement, as applicable, through which the Gate Space Requesting Airline is bound by insurance and indemnification obligations that are substantially similar to the obligations set forth in this Agreement. These insurance and indemnification obligations shall inure to the benefit of Airline as a third-party beneficiary for any period of accommodation, and Airline shall not be required to accommodate a Gate Space Requesting Airline in its Preferential Use Gate Space if the Gate Space Requesting Airline’s insurance and indemnification obligations are not satisfied.

5.5.12 **Treatment of Gate Space Requesting Airline’s Activity.**

The Scheduled Operations of a Gate Space Requesting Airline that is voluntarily accommodated under Section 5.5.4(b) shall be counted as a Scheduled Operation for both the
Gate Space Accommodating Airline and the Gate Space Requesting Airline for the purpose of reallocations of Preferential Use Gate Space and any calculation of average Gate Space utilization under this Article 5. The Scheduled Operations of a Gate Space Requesting Airline that is not voluntarily accommodated under Section 5.5.4(b) shall be counted as a Scheduled Operation of only the Gate Space Requesting Airline for the purpose of reallocations of Preferential Use Gate Space and any calculation of average Gate Space utilization under this Article 5.

5.6 **Gate Accommodation and Reassignment During TAP Program Construction**

The City and Signatory Airlines acknowledge the importance of reasonable maintenance of operations during the phasing for the TAP Program. The City and the Signatory Airlines recognize, however, that operational challenges are likely to occur during construction of the TAP Program, and Airline acknowledges the following gate management rights of the City are necessary during TAP Program construction:

5.6.1 **Reassignment.** In order to facilitate the continued operations of all Passenger Carriers at the Airport and to serve the traveling public, it will be necessary from time to time for the City, in its reasonable discretion, to reassign space assigned to Signatory Airlines, including Gate Space, on an interim, transitional basis during the construction of the TAP Program. The City shall consult with TFAC before reassigning space under this Section and the costs of any reassignments under this Section shall be allocated to the Terminal Cost Center. In reassigning any Long-Term Signatory Airline’s Preferential Use Gate Space, the City shall maintain, at a minimum, the amount of Linear Frontage assigned to each Long-Term Signatory Airline.

5.6.2 **Accommodation.** In order to accommodate the needs of all Passenger Carriers for reasonable access to required Terminal Complex facilities, it is anticipated that the City may from time-to-time require Long-Term Signatory Airlines to accommodate other Passenger Carriers, including other Signatory Airlines, in Airline’s Preferential Use Gate Space, in accordance with and subject to special construction accommodation protocols adopted by the City after consultation with the TFAC.

5.7 **Terminal Facilities Advisory Committee**

5.7.1 The City shall establish the TFAC to provide advice to the City about the assignment and use of Gate Space and other Terminal Complex facilities throughout the Term, but the TFAC shall not have any decision-making authority.

5.7.2 The airline members of the TFAC shall be one representative selected by each Long-Term Signatory Airline, one representative selected by the Short-Term Signatory Airlines offering domestic passenger service at the Airport, and one representative selected by the Short-Term Signatory Airlines offering only international service at the Airport. The City shall select its own Department of Aviation representatives.

5.7.3 The TFAC shall monitor relevant data compiled by the City showing the utilization of Gate Space and other Terminal Complex facilities by Air Carriers including:
(a) Airline-by-airline Gate Space utilization (measured on a rolling annual basis by Scheduled Departures per foot of Linear Frontage over the preceding twelve (12) months);

(b) Airline-by-airline Gate Space utilization (measured on a rolling annual basis by arriving and departing Scheduled Seats per foot of Linear Frontage over the preceding twelve (12) months); and

(c) Utilization (measured on a rolling annual basis) of Common Use Check-in Space or Baggage Systems in Common Use Baggage Claim Space or Common Use Baggage Make-up Space.

5.7.4 The TFAC shall make utilization data available in quarterly reports to all Passenger Carriers offering or proposing to offer scheduled service at ORD.

5.7.5 The TFAC shall provide advice on operational impacts during construction and help to resolve Terminal Complex facility conflicts arising during the course of construction of the T-5 Extension and TAP Program.

5.7.6 The TFAC shall monitor activity levels that trigger phasing of Additional TAP Program Elements.

5.7.7 The TFAC shall make timely recommendations to the City on the annual redeterminations of Common Use Gate Space and on the locations of Common Use Gate Space and Preferential Use Gate Space under Sections 5.3 and 5.4, during the construction of and after the completion of new passenger terminal facilities. In making these recommendations, the TFAC shall, among other factors, consider operational efficiency, including adjacencies and the avoidance of split operations (from the perspectives of the City, the Signatory Airlines and any Non-Signatory Airlines), and the customer service and cost implications of its recommendations. The TFAC’s recommendations about the amount of Common Use Gate Space to be reserved by the City shall take into account, among other factors, the expected average number of Scheduled Departures and Scheduled Seats to be accommodated within all Gate Space at the Airport during the year the reallocation will take effect. The final amount and locations of all Common Use Gate Space and Preferential Use Gate Space, however, shall be determined in the City’s discretion, after taking account of the recommendations, if any, of the TFAC.

5.7.8 The TFAC shall monitor requests for accommodation made pursuant to Sections 5.5 and 5.6.

5.8 Accommodation in Space Other than Gate Space

5.8.1 Priorities for Accommodation in Space Other than Gate Space

(a) If the City receives a request from a Space Requesting Airline for access to space in the Terminal Complex (other than Gate Space, which are subject to the provisions of Sections 5.1 through 5.6 in this Agreement), the City shall, whenever possible, accommodate such a request by providing access to existing common use or vacant space under the City’s control or to space licensed by the City on a month-to-month basis.
(b) The City shall notify all Signatory Airlines in writing when the City has determined that a Space Requesting Airline cannot be accommodated in common use or vacant space under the City’s control or in space licensed by the City on a month-to-month basis, and the Signatory Airlines shall have thirty (30) days from the receipt of such notice by the Signatory Airlines to voluntarily agree to accommodate the Space Requesting Airline. Any such agreements to accommodate a Space Requesting Airline must be in writing and are subject to the City’s approval.

(c) If a Space Requesting Airline is unable to meet its reasonable requirements, as determined by the City, by using common use space, vacant space or month-to-month space made available by the City, or by using space voluntarily made available by Signatory Airlines, the City shall have the right, upon thirty (30) days’ written notice to all Short-Term Signatory Airlines, or, if no space is reasonably available from a Short-Term Signatory Airline, then upon thirty (30) days’ written notice to all Long-Term Signatory Airlines, to require Airline to accommodate the Space Requesting Airline in space designated by the Airline, subject to review and approval by the City, by allowing the Space Requesting Airline to use Airline’s Preferential Use Premises or Joint Use Premises, as applicable, subject to Section 5.8.2; provided, however, that if the Space Requesting Airline is a Signatory Airline, the Space Requesting Airline must show, to the City’s satisfaction, that it cannot reasonably accommodate its own expanded service within the Terminal Complex space already subject to its exclusive use or preferential use.

(d) If more than one Short-Term Signatory Airline or, if no Short-Term Signatory Airline have space reasonably available, more than one Long-Term Signatory Airline have space reasonably available for accommodation, the City shall consult with the TFAC prior to selecting the accommodating Signatory Airline. In making its determination, the City shall use any utilization metrics developed by the TFAC or in the Terminal Space Use Protocols to evaluate relative utilization of Preferential Use Premises subject to this Section 5.8.

(e) If the City is unable to meet the reasonable requirements of the Space Requesting Airline, as determined by the City, after requiring the Signatory Airlines, including Airline, to accommodate the Space Requesting Airline in their Preferential Use Premises or Joint Use Premises, as applicable, the City may consider whether the reasonable requirements of the Space Requesting Airline could be met in a reasonable, cost-effective way by constructing temporary or permanent new facilities, subject to Article 10.

5.8.2 Accommodation in Preferential Use Premises or Joint Use Premises Other than Gate Space. The City may not require Airline to accommodate a Space Requesting Airline in Airline’s Preferential Use Premises or Joint Use Premises if such accommodation would require Airline, its Affiliates or Alliance Partners to reschedule one or more aircraft operations included in its current Initial Schedule Submission during Airline’s Periods of Use. Airline shall otherwise, consistent with its rights to preferential use, accommodate such Space Requesting Airline as requested by the City by providing access to and use of reasonable amounts of its Preferential Use Premises and Joint Use Premises, as applicable; provided, however, that as a condition of accommodation in any of Airline’s Preferential Use Premises or Joint Use Premises, the Space Requesting Airline shall have executed an Airline Use and Lease Agreement, Affiliate Operating Agreement, or Non-Signatory Airline Operating Agreement, as
applicable, through which the Space Requesting Airline is bound by insurance and indemnification obligations that are substantially similar to the obligations set forth in this Agreement. These insurance and indemnification obligations shall inure to the benefit of Airline as a third-party beneficiary for any period of accommodation, and Airline shall not be required to accommodate a Space Requesting Airline in its Preferential Use Premises or Joint Use Premises if the Space Requesting Airline’s insurance and indemnification obligations are not satisfied.

5.8.3 Charges for Use of Facilities Other than Gate Space by Space Requesting Airlines. City shall charge the Space Requesting Airline that is accommodated in any of Airline’s Preferential Use Premises or Joint Use Premises the same charges the Space Requesting Airline would have been required to pay the City for use of such a facility or equipment on a common use basis. The City shall credit such charges against Airline’s Terminal Charges. Airline shall not demand any additional payments from the Space Requesting Airline on account of its use of such space; provided, however, that Airline may charge the Space Requesting Airline for Airline-owned equipment or services that would not be typically available in Common Use Gate Space.

5.8.4 Consolidation of Operations

(a) If the City is unable otherwise to meet the reasonable requirements of a Space Requesting Airline in accordance with the priorities established in Section 5.8.1, and the City, after consulting with TFAC, determines that Airline is under-utilizing its Preferential Use Premises other than Gate Space or its Joint Use Space, as applicable, the City may, upon not less than one hundred twenty (120) days’ written notice to Airline, require Airline to vacate its under-utilized Preferential Use Premises or Joint Use Premises, and consolidate its operations in its remaining Preferential Use Premises or Joint Use Premises, as applicable. The City’s determination of Airline’s utilization of Preferential Use Premises other than Gate Space or Joint Use Space shall be made in the City’s reasonable discretion, after consultation with TFAC and Airline, and may take into account, among other factors, the operational efficiency (from the perspectives of the City, the Signatory Airlines, and any Non-Signatory Airlines) of the Airport, the customer service implications of its determination, the operating and customer service models of the impacted Passenger Carriers and the City’s ability to enhance fair and open competition among Air Carriers operating at or desiring to operate at the Airport.

(b) Airline may request that the City reconsider its determination of underutilization within fifteen (15) calendar days of receipt of the City’s notice to consolidate and, if it does so, Airline shall provide reasonable documentation of its need for the Preferential Use Premises or Joint Use Premises, as applicable, that are the subject of the notice. If the City, after reconsidering its determination, elects to proceed with the consolidation, the City shall give Airline not less than one hundred and five (105) calendar days’ notice to vacate such space. The City may either assign the vacated premises to the Space Requesting Airline on a Preferential or Joint Use basis, if the Space Requesting Airline is or becomes a Long-Term Signatory Airline, or deem the vacated premises to be available for common use and assignment to the Space Requesting Airline consistent with the Terminal Space Use Protocols.

(c) The City shall pay, as an O&M Expense, to Airline its reasonable costs of relocating Airline’s furniture, equipment and signage in connection with the
consolidation of Airline’s operations, if required by the City under this Section 5.8.4, plus the reasonable costs of Airline’s unamortized tenant improvements originally constructed with the City’s consent that cannot be relocated.

(d) The City shall revise the Premises Notice issued to Airline to reflect any consolidation of Airline’s operations required by the City under this Section 5.8.4, and shall issue said revised Premises Notice to Airline when any such consolidation takes effect.

5.9 City’s Use of Airline-Owned PLBs

If any Gate Space assigned to Airline is (a) reassigned by the City pursuant to Section 5.4 and (b) equipped with PLBs owned or controlled by Airline, Airline shall, at the City’s request, permit the City to retain and use any such PLBs at such Gate Space for up to one (1) year from the effective date of such reassignment; provided, however, that during any such period the City shall (a) pay Airline the City Equipment Charge for PLBs and associated equipment, and (b) reimburse Airline for Airline’s costs to maintain the Airline-owned PLB. At the conclusion of any such period, the City shall be obligated to supply its own PLBs to service any such Gate Space and Airline shall be required at its own expense to remove its PLBs, unless the parties can reach agreement on the purchase of such PLB by the City. In addition, the City will require that the Air Carrier assigned the use of the PLB first be trained on the use of such PLB before they are able to use the PLB.

Article 6

AFFILIATES AND ALLIANCE PARTNERS

6.1 Airline’s Designation of Affiliates

Subject to the provisions of this Article 6, Airline may designate one or more Affiliates to operate at the Airport. In the event Airline designates an Affiliate, the following provisions shall apply to Airline and its Affiliates:

6.1.1 Airline’s designation of an Affiliate shall not be effective until Airline has first (a) notified the Commissioner in writing, using the form attached to the Affiliate Operating Agreement (Exhibit F, Attachment 1), that Airline intends to designate an Air Carrier as an Affiliate to the extent that the Air Carrier is conducting activity on behalf of Airline at the Airport; (b) ensured that the Affiliate has entered into an Affiliate Operating Agreement with the City in substantially the same form as that attached as Exhibit F; and (c) confirmed for the Commissioner in writing that either: (i) Airline will pay to the City all of the Affiliate’s Airport Fees and Charges for activity conducted as an Affiliate of Airline or (ii) Airline will cause its Affiliate to pay to the City all of the Affiliate’s Airport Fees and Charges for activity conducted as an Affiliate of Airline.

6.1.2 Airline shall pay or cause its Affiliate to pay to the City all Airport Fees and Charges due to the City on account of the Affiliate’s use of any Airport facilities for activity conducted as an Affiliate of Airline.
6.1.3 Airline shall submit or shall cause Airline’s Affiliate to submit to the City all Monthly Activity Reports detailing each Affiliate’s use of any Airport facilities or services as an Affiliate of Airline in accordance with Section 8.19.

6.1.4 Airline shall report and pay or shall cause each of its Affiliates to report and pay to the City any PFCs that they respectively collect as an Affiliate of Airline on account of Enplaned Passengers at the Airport.

6.1.5 Both Airline and the Affiliate shall remain jointly and severally liable to the City for the payment of all Airport Fees and Charges and PFCs, and for the submission of all Monthly Activity Reports, that are due to the City on account of the Affiliate’s use of any Airport facilities or services as an Affiliate of Airline.

6.2 Applicability of Agreement to Affiliates

For so long as Airline and each of its Affiliates have complied with their payment and reporting obligations under Article 8 and Article 9, then:

6.2.1 Each Affiliate shall have the same rights as Airline to use Airline’s Premises, and Assignments and Subleases by Airline to an Affiliate shall not be subject to Section 4.2.2.

6.2.2 The Airport Fees and Charges due on account of each Affiliate’s use of Airport facilities or services shall be calculated as if the Affiliate were a Signatory Airline; provided, however, that the Affiliate’s activity as an Affiliate of Airline shall be treated as activity of Airline.

6.2.3 Airline and all of its Affiliates shall be treated as a single Signatory Airline for purposes of determining a Majority-In-Interest and each Affiliate’s landed weight and payment of Airport Fees and Charges to the City pursuant to Article 8 on account of the Affiliate’s use of Airport facilities or services as an Affiliate of Airline shall be treated as landed weight of and payments by Airline for purposes of determining a Majority-in-Interest.

6.2.4 Each Affiliate’s activity as an Affiliate of Airline on Airline’s Premises shall be treated under Article 5 as activity of Airline for purposes of (a) allocations and reallocations of Airline Premises under Section 5.4.1(a); (b) establishing Airline’s Periods of Use under Section 5.5.2; and (c) calculating average utilization under Section 5.7.3.

6.3 Designation by More than One Signatory Airline

More than one Signatory Airline may from time to time designate the same Passenger Carrier as its Affiliate, and each such Signatory Airline shall only be responsible for and credited with such Passenger Carrier’s operations when such Passenger Carrier operates as such Signatory Airline’s Affiliate.

6.4 Termination of Status of Affiliate
A Passenger Carrier’s status as Affiliate of Airline may be terminated by Airline upon thirty (30) days’ prior written notice to the City, provided that Airline’s liability to the City for the payment of all Airport Fees and Charges, and PFCs, and the submission of all Monthly Activity Reports, that are due to the City on account of the use of any Airport facilities or services on behalf of Airline by Airline’s Affiliates shall survive any termination of Affiliate status; provided, however, that Airline shall only be responsible for such payments and reports as they relate to a terminated Affiliate’s operations through the later of: (a) the effective date of the termination of Affiliate status or (b) thirty (30) days after receipt by City from Airline of notice of such termination.

6.5 **Airline’s Designation of Alliance Partners**

From time to time, Airline may designate one or more Alliance Partners by notifying the Commissioner in writing, using the Alliance Partner Designation Form attached as Exhibit G and providing reasonable, publicly available documentation of their alliance or codeshare relationship.

6.6 **Application of Agreement to Alliance Partners**

For so long as Airline and each of its Alliance Partners have complied with their payment and reporting obligations under Article 8 and Article 9, then:

6.6.1 Airline may exercise its rights with respect to its Alliance Partners set forth in Sections 3.2.4, 3.2.5, 3.3.5 and 4.2.2.

6.6.2 Each Alliance Partner’s activity as an Alliance Partner of Airline on Airline’s Premises shall be treated under Article 5 as activity of Airline for purposes of (a) allocations and reallocations of Airline Premises under Section 5.4.1(a); (b) establishing Airline’s Periods of Use under Section 5.5.2; and (c) calculating average utilization under Section 5.7.3; provided, however, that if the Alliance Partner’s activity is treated as activity of Airline for any of these purposes, such activity shall not also be treated for these purposes as activity of the Alliance Partner in its own right.

6.6.3 Any Alliance Partner’s landed weight and payment of Airport Fees and Charges to the City on account of the Alliance Partner’s use of Airport facilities or services as an Alliance Partner of Airline shall not be treated as landed weight of and payments by Airline for purposes of determining a Majority-in-Interest.

6.6.4 Airline’s designation of an Alliance Partner shall not affect either Airline’s or its Alliance Partner’s payment or reporting obligations under this Agreement.

6.7 **Designation by More than One Signatory Airline**

No more than one Signatory Airline may from time to time designate the same Passenger Carrier as its Alliance Partner.

6.8 **Termination of Status of Alliance Partner**
A Passenger Carrier’s status as Alliance Partner of Airline may be terminated by Airline upon thirty (30) days’ written notice to the City.

Article 7

**SUBORDINATION TO BOND INDENTURE AND CREATION OF FUNDS**

7.1 **Definitions**

Capitalized words and phrases used in this Article 7 but not in defined Article 1 shall have the meanings set forth in the Bond Indenture or, if not so set forth, shall have their usual and customary meanings.

7.2 **Subordination to Bond Indenture**

7.2.1 In the event of any conflict between this Agreement and the Bond Indenture, the terms and conditions of the Bond Indenture will control. For example, but not by way of limitation, subject to the terms and provisions of the Bond Indenture, it is mutually understood and agreed that, so long as any bonds, contracts or other obligations treated as Senior Lien Obligations or Junior Lien Obligations which are secured by or payable from Revenues under the Bond Indenture are outstanding, the deposit and application of Airport Revenues, or any casualty or condemnation proceeds, shall be governed by the Bond Indenture, but subject to applicable law. Except as provided in Section 7.2.2, the City shall not amend, supplement or restate the Bond Indenture in any way that would have a material adverse effect on Air Carriers operating at the Airport without first consulting with the AAAC, unless financial exigencies make it impractical for the City to engage in such consultation.

7.2.2 Airline acknowledges that the City plans to amend the Bond Indenture to require higher percentages of Debt Service Coverage on Senior Lien Obligations, with increases to fifteen percent (15%) effective for Fiscal Year 2019; twenty percent (20%) for Fiscal Year 2020; and twenty-five percent (25%) for Fiscal Year 2021 and subsequent years.

7.3 **Sufficiency of Airport Revenues**

For each Fiscal Year, Airport Fees and Charges, together with other Revenues, shall be at all times sufficient to satisfy (a) the Deposit Requirements of the Senior Lien Master Indenture or any other Bond Indenture and (b) the debt service coverage covenants of the Bond Indenture.

7.4 **Deposit of Revenues and Creation of Funds**

7.4.1 All Revenues derived by the City from the operation of the Airport will be deposited into the Revenue Fund held by the Trustee under the Bond Indenture securing Senior Lien Obligations. Moneys held in the Revenue Fund shall be disbursed and applied by the Trustee.
7.4.2 The City shall maintain and use the Operation and Maintenance Fund, the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund in accordance with the Bond Indenture.

7.4.3 The City shall maintain and use a Supplemental O&M Reserve Fund. The City shall deposit into the Supplemental O&M Reserve Fund each year, beginning in Fiscal Year 2019, the amount, if any, required to increase the balance in such Fund (including amounts receivable from such Fund) to the following percentages of total O&M Expenses:

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>3.6%</td>
</tr>
<tr>
<td>2020</td>
<td>7.2%</td>
</tr>
<tr>
<td>2021</td>
<td>10.8%</td>
</tr>
<tr>
<td>2022</td>
<td>14.4%</td>
</tr>
<tr>
<td>2023</td>
<td>18.0%</td>
</tr>
<tr>
<td>2024</td>
<td>21.6%</td>
</tr>
<tr>
<td>2025 and subsequent years</td>
<td>25.0%</td>
</tr>
</tbody>
</table>

7.5 Assignment by the City

The City may assign, in accordance with the Bond Indenture, if applicable, and with the terms of this Agreement, certain of its interests in and pledge certain revenues and receipts under this Agreement as security for payment of the principal of, premium, if any, and interest on obligations issued pursuant to the Bond Indenture.

Article 8

CALCULATION OF RATES AND CHARGES

8.1 Generally

8.1.1 Rate Methodology. Subject to Section 8.18, the fees and rents to be charged by the City and paid by Airline (and by all other Signatory Airlines) for its use of the Airport from the Effective Date until the expiration or earlier termination of this Agreement shall be calculated in accordance with the City’s Financial Accounting Protocols using the rate-setting methods set forth in this Article 8. In calculating the revenue requirements used to derive each of these kinds of rates and charges, the City shall exclude any cost (net of the cost of collection) that (a) has been reimbursed or covered by any insurance recovery, condemnation proceeds or other third-party payment; (b) has been reimbursed or is required to be reimbursed to the City by an individual Air Carrier in connection with projects undertaken by the City at the request and for the benefit of an individual Air Carrier; or (c) has been paid with PFCs or with federal or state grants received by the City. The City may, pursuant to Section 9.2.3, add to such revenue requirements any Bad Debt caused by the failure of any Air Carrier to pay fees and rents charged by the City under this Article 8. Illustrative calculations displaying how rates and charges will be calculated under the methodology set forth in this Article 8 are attached as Exhibit I.

8.1.2 Financial Accounting Protocols. The City shall promulgate Financial Accounting Protocols after consultation with the AAAC. The Commissioner may amend the
Financial Accounting Protocols from time to time after consultation with the AAAC. In the event of a conflict between this Agreement and the Financial Accounting Protocols, the terms of this Agreement shall control.

8.1.3 **Airline Consultations on Proposed Rates and Charges.** No later than October 1 of each year, the Commissioner shall provide, by electronic mail, each Air Carrier then currently operating scheduled passenger or cargo service at the Airport with a complete copy of the Department of Aviation’s then-proposed operating budget and capital plan for the following Fiscal Year and, no later than November 1 of each year, the then-proposed rates and charges, calculated in accordance with this Article 8, for the following Fiscal Year. No later than November 10 of each year, the Commissioner shall consult with the AAAC concerning the then-proposed rates and charges. These annual rate consultations shall provide a reasonable opportunity for the AAAC to review the City’s rate calculations, budgetary estimates and cost allocations. No later than December 1 of each year, after giving due consideration to the comments provided by the AAAC, the Commissioner shall make any revisions to the proposed rates and charges as the Commissioner determines, in his or her reasonable discretion, to be consistent with this Article 8 and warranted as a result of consultation with the AAAC or otherwise, and shall provide written notice, by electronic mail, to each Air Carrier then currently operating scheduled passenger or cargo service at the Airport of the new rates and charges to be effective as of January 1 of the following Fiscal Year. A copy of the notice shall be posted on the CDA’s website.

8.2 **Calculation of the Landing Fee**

Airline shall pay Landing Fees for its use of the Airfield based on its aggregate Maximum Gross Landed Weight at the Airport during the Fiscal Year. The Landing Fee effective as of January 1 of each Fiscal Year shall be determined according to the rate-setting method set forth in this Section 8.2.

8.2.1 **Calculation of the Airfield Revenue Requirement.** The City shall calculate the Airfield Revenue Requirement by computing the sum of the following budgetary items for each Fiscal Year:

(a) Capital Costs allocable to the Airfield; *plus*
(b) O&M Expenses allocable to the Airfield; *plus*
(c) Allowable Airline Liaison Office Expenses; *plus*
(d) Required Deposits (if any) allocable to the Airfield; *minus*
(e) Other Airfield Revenues; *minus*
(f) Interest Income allocable to the Airfield; *plus or minus*
(g) Bad Debt or Bad Debt Recovery allocable to the Airfield; *plus or minus*
(h) Net losses or revenues from the Fueling System Cost Center; *plus* or *minus*

(i) Landing Fee True-ups pursuant to Section 8.17; *minus*

(j) Net Aeronautical Real Estate Revenue (if any) applied pursuant to Section 8.12.2(a) 8.12.2(a) to reduce Capital Costs allocable to the Airfield; *plus*

(k) Shortfalls in the Air Service Incentive Program (if any) pursuant to Section 8.15.

8.2.2 **Forecast Maximum Gross Landed Weight.** The City shall forecast, based upon estimates provided by Air Carriers and other available information, aggregate Maximum Gross Landed Weight for all aircraft greater than 12,500 pounds that are expected to land at the Airport during the next Fiscal Year.

8.2.3 **Calculation of the Landing Fee Rate.** The City shall calculate the Landing Fee rate applicable to all aircraft greater than 12,500 pounds that land at the Airport and are not otherwise exempt from paying Landing Fees under Section 8.2.5 by dividing the Airfield Revenue Requirement by aggregate forecast Maximum Gross Landed Weight. The Landing Fee rate shall be expressed in dollars and cents (to nearest thousandth) per one thousand pounds of Maximum Gross Landed Weight.

8.2.4 **Minimum Landing Fee.** The Landing Fee applicable to any aircraft less than or equal to 12,500 pounds that land at the Airport and are not otherwise exempt from paying Landing Fees under Section 8.2.5 shall be equal to 12,500 pounds times the Landing Fee rate calculated under Section 8.2.3.

8.2.5 **Exemptions from Landing Fees**

(a) No Landing Fee shall be due in the event an aircraft departs from the Airport for another destination and is forced to return and land at the Airport because of meteorological conditions, or mechanical or operational problems, or for any similar emergency or precautionary reason.

(b) No Landing Fee shall be due on account of landings by any aircraft owned and operated by the United States government and its agencies, non-commercial aircraft owned and operated by foreign governments on a flight authorized by the Department of State, or commercial aircraft on any flight dedicated to carrying foreign heads of state and not operating as a commercial flight. Foreign military aircraft are subject to landing fees calculated under Section 8.2.3.

(c) The Commissioner may, on an infrequent basis, waive landing fee payments, in his or her discretion, for medical, humanitarian, charity or non-profit events.

8.3 **Calculation of Terminal Rental Rates**
The City shall calculate Terminal Rental Rates for the Main Terminal and Terminal 5 on an equalized basis. Airline shall pay the Terminal Rental Rates applicable to all the Exclusive Use and Preferential Use space (if any) it leases in the Terminal Complex. The Terminal Rental Rates effective January 1 of each Fiscal Year for the Terminal Complex shall be determined according to the rate-setting methods set forth in this Section 8.3.

8.3.1 Calculation of the Total Terminal Revenue Requirement. The City shall calculate the Total Terminal Revenue Requirement by computing the sum of the following budgetary items for the Fiscal Year:

(a) Capital Costs allocable to the Terminal Complex; plus
(b) O&M Expenses allocable to the Terminal Complex; plus
(c) Required Deposits allocable to the Terminal Complex; plus
(d) Unrecovered Domestic Common Use Gate Costs (if any); minus
(e) Interest Income allocable to the Terminal Complex; minus
(f) Terminal Concession Revenue; minus
(g) Other Terminal Rental Payments; minus
(h) Any remaining balance from the sale of abandoned property or fixtures pursuant to Section 4.5.3; plus or minus
(i) Bad Debt or Bad Debt Recovery allocable to the Terminal Complex; minus or plus
(j) Net Parking and Ground Transportation Revenue (or losses); minus or plus
(k) Net revenue (or losses) allocable to Aeronautical Real Estate or Commercial Real Estate, subject to Sections 8.12 and 8.13; plus.
(l) Any amount necessary to meet the Rate Covenant in Section 404 of the Bond Indenture.

8.3.2 Calculation of the Terminal Space Revenue Requirement. The City shall calculate the Terminal Space Revenue Requirement by computing the sum of the following budgetary items for the Fiscal Year:

(a) Total Terminal Revenue Requirement; minus
(b) Capital Costs and O&M Expenses for City-owned Baggage Claim Systems and City-owned Baggage Make-up Systems not allocable to FIS Facilities (to be recovered through separate charges for the use of City-owned Baggage Claim Systems and City-owned Baggage Make-up Systems); minus
(c) City Equipment Costs not allocable to FIS Facilities (to be recovered through separate City Equipment Charges and Common Use Charges); minus

(d) Capital Costs and O&M Expenses for City-owned Baggage Claim Systems and City Equipment Costs allocable to FIS Facilities (to be recovered through a separate FIS Facility Fee).

8.3.3 Calculation of the Terminal Rental Rate. In recognition of the differing utility of distinct types of Airline Rented Space, the City shall separately calculate rental rates for two (2) types of Airline Rented Space within the Terminal Complex: Base Space (consisting of all Airline Rented Space in the Terminal Complex except for Baggage Make-up Space and ramp-level unenclosed storage space) and Discount Space (consisting of Baggage Make-up Space, parts systems conveyance space and ramp-level unenclosed storage space).

(a) The rental rate per square foot for Discount Space shall be twenty-five percent (25%) less than the rental rate per square foot for Base Space.

(b) The rental rates per square foot for each of the two (2) types of Airline Rented Space will be calculated so that the aggregate amount chargeable for all types of Airline Rented Space equals the Terminal Space Revenue Requirement.

8.4 Exclusive Use Rent

Airline shall pay for its lease of Exclusive Use Space based on the square footage of Exclusive Use Space (if any) leased by Airline as shown in the Premises Notice multiplied, for Base Space (if any), by the Base Terminal Rental Rate and, for Discount Space (if any), by the Discount Terminal Rental Rate.

8.5 Preferential Use Gate Rent

Airline shall pay for its lease of Preferential Use Gate Space based on the square footage of the Holdroom Space associated with the Preferential Use Gate Space (if any) leased by Airline as shown in the Premises Notice multiplied by the Base Terminal Rental Rate.

8.6 Preferential Use Check-in Rent

Airline shall pay for its lease of Preferential Use Check-in Space based on the square footage of Check-in Space (if any) leased by Airline as shown in the Premises Notice multiplied by the Base Terminal Rental Rate.

8.7 Preferential Use and Joint Use Baggage Claim Rent

8.7.1 Preferential Use Baggage Claim Rent. Airline shall pay for its lease of Preferential Use Baggage Claim Space in the Terminal Complex based on the square footage of Preferential Baggage Claim Space (if any) leased by Airline in the Terminal Complex as shown in the Premises Notice multiplied by the Base Terminal Rental Rate.
8.7.2 Joint Use Baggage Claim Rent. Airline shall pay for its lease of Joint Use Baggage Claim Space based on the square footage of Joint Use Baggage Claim Space (if any) leased by Airline in the Terminal Complex as shown in the Premises Notice multiplied by the Base Terminal Rental Rate and further multiplied by Airline’s respective share of Delivered Arriving Seats on all flights operated by Passenger Carriers utilizing such Joint Use Baggage Claim Space.

8.8 Preferential Use and Joint Use Baggage Make-up Rent

8.8.1 Preferential Use Baggage Make-up Rent. Airline shall pay for its lease of Preferential Use Baggage Make-up Space in the Terminal Complex based on the square footage of Preferential Baggage Make-up Space (if any) leased by Airline in the Terminal Complex as shown in the Premises Notice multiplied by the Discount Terminal Rental Rate.

8.8.2 Joint Use Baggage Make-up Rent. Airline shall pay for its lease of Joint Use Baggage Make-up Space in the Terminal Complex based on the square footage of Preferential Baggage Make-up Space (if any) leased by Airline in the Terminal Complex as shown in the Premises Notice multiplied by the Discount Terminal Rental Rate and further multiplied by Airline’s respective share of Outbound Checked Bags for all flights operated by Passenger Carriers utilizing such Joint Use Baggage Make-up Space; provided, however, that if reliable counts of Outbound Checked Bags are unavailable, shares of Joint Use Baggage Make-up Rent shall be based upon each Passenger Carrier’s respective share of Delivered Departing Seats for all flights utilizing such Joint Use Baggage Make-up Space.

8.9 Preferential Use and Joint Use City-owned Baggage System Charges

Airline shall pay for its Preferential Use and Joint Use of City-owned Baggage Make-up Systems and City-owned Baggage Claim Systems according to the rate-setting methods set forth in this Section 8.9.

8.9.1 Preferential Use and Joint Use of City-owned Baggage Make-up Charge. In addition to the Terminal Rent applicable to any Preferential Use Baggage Make-up Space leased by Airline, Airline shall pay a Preferential Use Baggage Make-up Charge for its use of City-owned Baggage Make-up Systems (if any) that are within Baggage Make-up Space (if any) that is leased by Airline on a Preferential Use basis. The Baggage Make-up Systems Charge effective January 1 of each Fiscal Year for Airline’s Preferential Use of City-owned Baggage Make-up Systems shall be calculated as the sum of budgeted Capital Costs and O&M Expenses (if any) allocable to the City-owned Baggage Make-up Systems leased by Airline for its Preferential Use. Passenger Carriers leasing Joint Use Baggage Make-up Space shall each pay their pro rata share of the applicable charges for Joint Use City-owned Baggage Make-up Systems based on their respective shares of Outbound Checked Bags utilizing such Systems; provided, however, that if reliable counts of Outbound Checked Bags are unavailable, shares of Joint Use Baggage Make-up Charges shall be based upon each Passenger Carrier’s respective share of Delivered Departing Seats for all flights utilizing such Joint Use Baggage Make-up Space.
8.9.2 Preferential Use and Joint Use of City-owned Baggage Claim Charge. In addition to the Terminal Rent applicable to any Preferential Use Baggage Claim Space leased by Airline, Airline shall pay a Preferential Use Baggage Claim Charge for its use of City-owned Baggage Claim Systems (if any) that are within Baggage Claim Space (if any) that is leased by Airline on a Preferential Use basis. The City-owned Baggage Claim Systems Charge effective January 1 of each Fiscal Year for Airline’s Preferential Use of City-owned Baggage Claim Systems shall be calculated as the sum of budgeted Capital Costs and O&M Expenses (if any) allocable to the City-owned Baggage Claim Systems leased by Airline for its Preferential Use. Passenger Carriers leasing Joint Use Baggage Claim Space shall each pay their pro rata share of the applicable charges for Joint Use City-owned Baggage Claim Systems based on their respective shares of Delivered Arriving Seats on all flights utilizing such Systems.

8.10 Common Use Fees

8.10.1 Domestic Common Use Gate Fees. Airline shall pay Domestic Common Use Gate Fees for its use of Domestic Common Use Gate Space based on the number of Airline’s Total Delivered Seats at Domestic Common Use Gate Space. The Domestic Common Use Gate Fee effective January 1 of each Fiscal Year shall be determined according to the rate-setting method set forth in this Section 8.10.1.

(a) Calculation of the Domestic Common Use Gate Revenue Requirement. The City shall calculate the Domestic Common Use Gate Revenue Requirement by computing the sum of the following budgetary items:

(i) the Base Terminal Rental Rate multiplied by the total square footage of Domestic Common Use Holdroom Space; plus

(ii) Capital Costs and O&M Expenses for SET allocable to Domestic Common Use Gate Space; plus

(iii) Capital Costs and O&M Expenses for City Equipment allocable to Domestic Common Use Gate Space.

(b) Forecast Total Delivered Seats at Domestic Common Use Gate Space. The City shall forecast, based upon estimates provided by Passenger Carriers and other available information, aggregate Total Delivered Seats at Domestic Common Use Gate Space.

(c) Calculation of the Domestic Common Use Gate Fee. The City shall calculate the Domestic Common Use Gate Fee by dividing the Domestic Common Use Gate Revenue Requirement by aggregate forecast Total Delivered Seats at Domestic Common Use Gate Space; provided, however, that an aggregate amount of no less than the product of 548,000 annual Delivered Seats multiplied by the total number of Domestic Common Use Gates shall be used to calculate the Domestic Common Use Gate Fee.

(d) Monthly Cap on Domestic Common Use Gate Fees. If (a) Airline has requested from the City, but has been unable to obtain, the assignment of a Preferential Use Gate and (b) the City’s Airline’s Initial Schedule Submission for Common Use Gate Space demonstrates that Airline’s activity on one or more Domestic Common Use Gate Space would
meet or exceed the average Preferential Use Gate Space utilization of all Long-Term Signatory Airlines, as measured by either Section 5.7.3(a) or Section 5.7.3(b), Airline’s aggregate monthly Domestic Common Use Gate Fees for each such Domestic Common Use Gate shall not exceed what Airline would have been charged if Airline had been able to lease Preferential Use Gate Space for which it would qualify. Domestic Common Use Gate Fees calculated for Airline’s use of other Domestic Common Use Gate Space shall not be diminished by such monthly cap.

(e) **Imputed Domestic Common Use Gate Fee.** If there is no separately designated Domestic Common Use Gate Space, the City shall calculate the Domestic Common Use Gate Fee to be paid for domestic flights using International Common Use Gate Space or being accommodated on any other Signatory Airline’s Preferential Use Gate Space by multiplying the Base Terminal Rental Rate by 2,650 square feet and dividing that product, together with Capital Costs and O&M Expenses for related SET and City Equipment for an individual Common Use Gate, by 548,000 annual Total Delivered Seats.

8.10.2 **International Common Use Gate Fees.** Airline shall pay International Common Use Gate Fees for its use of International Common Use Gate Space based on the number of Airline’s Delivered Departing International Seats and Airline’s Delivered Arriving International Seats Without FIS Users at International Common Use Gate Space. The International Common Use Gate Fee effective January 1 of each Fiscal Year shall be determined according to the rate-setting method set forth in this Section 8.10.2. Airline shall pay Domestic Common Use Gate Fees determined according to the rate-setting method set forth in Section 8.10.1 for its use of International Common Use Gate Space for any domestic flights.

(a) **Calculation of the International Common Use Gate Revenue Requirement.** The City shall calculate the International Common Use Gate Revenue Requirement by computing the sum of the following budgetary items:

(i) the Base Terminal Rental Rate multiplied by the total square footage of International Common Use Holdroom Space; *plus*

(ii) Capital Costs and O&M Expenses for SET allocable to International Common Use Gate Space; *plus*

(iii) Capital Costs and O&M Expenses for City Equipment allocable to International Common Use Gate Space; *minus*

(iv) Domestic Common Use Gate Fees (if any) paid for the use of International Common Use Gate Space for domestic flights.

(b) **Forecast Seats at International Common Use Gate Space.** The City shall forecast, based upon estimates provided by Passenger Carriers and other available information, aggregate Delivered Departing International Seats and Arriving International Seats Without FIS Users at International Common Use Gate Space.

(c) **Calculation of the International Common Use Gate Fee.** The City shall calculate the International Common Use Gate Fee by dividing the International Common Gate Fees determined under Section 8.10.3 by the aggregate number of forecasted delivered International Seats and arriving International Seats Without FIS Users at International Common Use Gate Space.
Use Gate Revenue Requirement by aggregate forecast Delivered Departing International Seats and Arriving International Seats Without FIS Users at International Common Use Gate Space.

8.10.3 Domestic Common Use Baggage Make-up Fees. Airline shall pay for its use (if any) of Domestic Common Use City-owned Baggage Make-up Systems, based on the number of Airline’s Outbound Checked Bags for flights utilizing Domestic Common Use City-owned Baggage Make-up Systems during the Fiscal Year. The Domestic Common Use Baggage Make-up Fee shall be calculated according to the rate-setting method set forth in this Section 8.10.3.

(a) Calculation of the Domestic Common Use Baggage Make-up Revenue Requirement. The City shall calculate the Common Use Baggage Make-up Revenue Requirement by computing the sum of the following budgetary items:

(i) the Discount Terminal Rental Rate multiplied by the total square footage of Domestic Common Use Baggage Make-up Space; plus

(ii) Capital Costs and O&M Expenses for Domestic Common Use City-owned Baggage Make-up Systems and any related SET and City Equipment.

(b) Forecast Outbound Checked Bags for Flights Utilizing Domestic Common Use City-owned Baggage Make-up Systems. The City shall forecast, based upon estimates provided by Passenger Carriers and other available information, aggregate Outbound Checked Bags for flights utilizing Domestic Common Use City-owned Baggage Make-up Systems.

(c) Calculation of the Domestic Common Use Baggage Make-up Fee. The City shall calculate the Domestic Common Use Baggage Make-up Fee by dividing the Domestic Common Use Baggage Make-up Revenue Requirement by aggregate forecast Outbound Checked Bags for flights utilizing Domestic Common Use City-owned Baggage Make-up Systems.

8.10.4 International Common Use Baggage Make-up Fees. Airline shall pay for its use (if any) of International Common Use City-owned Baggage Make-up Systems, based on the number of Airline’s Outbound Checked Bags for flights utilizing International Common Use City-owned Baggage Make-up Systems during the Fiscal Year. The International Common Use Baggage Make-up Fee shall be calculated according to the rate-setting method set forth in this Section 8.10.4.

(a) Calculation of the International Common Use Baggage Make-up Revenue Requirement. The City shall calculate the International Common Use Baggage Make-up Revenue Requirement by computing the sum of the following budgetary items:

(i) the Discount Terminal Rental Rate multiplied by the total square footage of International Common Use Baggage Make-up Space; plus
(ii) Capital Costs and O&M Expenses for International Common Use City-owned Baggage Make-up Systems and any related SET and City Equipment; minus

(iii) International Common Use Baggage Make-up Fees paid for the use of International Common Use Baggage Make-up Systems for domestic flights.

(b) Forecast Outbound Checked Bags for Flights Utilizing International Common Use City-owned Baggage Make-up Systems. The City shall forecast, based upon estimates provided by Passenger Carriers and other available information, aggregate Outbound Checked Bags for international flights utilizing International Common Use City-owned Baggage Make-up Systems.

(c) Calculation of the International Common Use Baggage Make-up Fee. The City shall calculate the International Common Use Baggage Make-up Fee by dividing the International Common Use Baggage Make-up Revenue Requirement by aggregate forecast Outbound Checked Bags for international flights utilizing International Common Use City-owned Baggage Make-up Systems.

8.10.5 Common Use Baggage Claim Fees. Airline shall pay for its use (if any) of Common Use City-owned Baggage Claim Systems, based on the number of Airline’s Arriving Domestic Seats on flights utilizing Common Use City-owned Baggage Claim Systems during the Fiscal Year. The Common Use Baggage Claim Fee shall be calculated according to the rate-setting method set forth in this Section 8.10.5.

(a) Calculation of the Common Use Baggage Claim Revenue Requirement. The City shall calculate the Common Use Baggage Claim Revenue Requirement by computing the sum of the following budgetary items:

(i) the Base Terminal Rental Rate multiplied by the total square footage of Common Use Baggage Claim Space; plus

(ii) Capital Costs and O&M Expenses for Common Use City-Owned Baggage Claim Systems and any related SET and City Equipment.

(b) Forecast Arriving Domestic Seats on flights Utilizing Common Use City-owned Baggage Claim Systems. The City shall forecast, based upon estimates provided by Passenger Carriers and other available information, aggregate Arriving Domestic Seats on flights utilizing Common Use City-owned Baggage Claim Systems.

(c) Calculation of the Common Use Baggage Claim Fee. The City shall calculate the Common Use Baggage Claim Fee by dividing the Common Use Baggage Claim Revenue Requirement by aggregate forecast Arriving Domestic Seats on flights utilizing Common Use City-owned Baggage Claim Systems.

8.10.6 Domestic Common Use Check-in Fees. Airline shall pay Domestic Common Use Check-in Fees for its use (if any) of Domestic Common Use Check-in Space based on the greater of the number of (a) Check-in Hours that Airline and its Affiliates have been
assigned by the City or (b) Check-in Hours actually used by Airline and its Affiliates. The Domestic Common Use Check-in Fee effective January 1 of each Fiscal Year shall be determined according to the rate-setting method set forth in this Section 8.10.6.

(a) Calculation of the Domestic Common Use Check-in Revenue Requirement. The City shall calculate the Domestic Common Use Check-in Revenue Requirement by computing the sum of the following budgetary items:

(i) the Base Terminal Rental Rate multiplied by the total square footage of Domestic Common Use Check-in Space; plus

(ii) Capital Costs and O&M Expenses for SET and City Equipment allocable to Domestic Common Use Check-in Space.

(b) Forecast Domestic Common Use Check-in Hours. The City shall forecast, based upon estimated flight schedules provided by Passenger Carriers and other available information, aggregate Domestic Common Use Check-in Hours.

(c) Calculation of the Domestic Common Use Check-in Fee. The City shall calculate the Domestic Common Use Check-in Fee by dividing the Domestic Common Use Check-in Revenue Requirement by aggregate forecast Domestic Common Use Check-in Hours.

8.10.7 International Common Use Check-in Fees. Airline shall pay International Common Use Check-in Fees for its use (if any) of International Common Use Check-in Space based on the greater of the number of (a) Check-in Hours that Airline and its Affiliates have been assigned by the City or (b) Check-in Hours actually used by Airline and its Affiliates. The International Common Use Check-in Fee effective January 1 of each Fiscal Year shall be determined according to the rate-setting method set forth in this Section 8.10.7.

(a) Calculation of the International Common Use Check-in Revenue Requirement. The City shall calculate the International Common Use Check-in Revenue Requirement by computing the sum of the following budgetary items:

(i) the Base Terminal Rental Rate multiplied by the total square footage of International Common Use Check-in Space; plus

(ii) Capital Costs and O&M Expenses for SET and City Equipment allocable to International Common Use Check-in Space.

(b) Forecast International Common Use Check-in Hours. The City shall forecast, based upon estimated flight schedules provided by Passenger Carriers and other available information, aggregate International Common Use Check-in Hours.

(c) Calculation of the International Common Use Check-in Fee. The City shall calculate the International Common Use Check-in Fee by dividing the Common Use Check-in Revenue Requirement by aggregate forecast International Common Use Check-in Hours.
8.10.8 **Aircraft Parking Fees.** The City may establish, after consultation with the AAAC, reasonable fees for extended and overnight aircraft parking on common use Apron Areas and in remote areas of the Airfield not otherwise exclusively leased by an Air Carrier, including deicing pads. The City may also establish, after consultation with the AAAC, fees for the use of Common Use hard stands for the loading and unloading of aircraft.

8.11 **FIS Facility Fee**

Airline shall pay FIS Facility Fees for its use of FIS Facilities based on the number of Airline’s FIS Users (if any) during the Fiscal Year. The FIS Facility Fee effective January 1 of each Fiscal Year shall be calculated according to the rate-setting method set forth in this Section 8.11.

8.11.1 **Calculation of the FIS Revenue Requirement.** The City shall calculate the FIS Revenue Requirement by computing the sum of the following budgetary items:

(a) the Base Terminal Rental Rate multiplied by the total square footage of FIS Facilities space; *plus*

(b) Capital Costs and O&M Expenses for Baggage Claim Systems, SET and City Equipment allocable to FIS Facilities.

8.11.2 **Forecast FIS Users.** The City shall forecast, based upon estimates provided by Passenger Carriers and other available information, aggregate FIS Users.

8.11.3 **Calculation of the FIS Facility Fee.** The City shall calculate FIS Facility Fee by dividing the FIS Revenue Requirement by aggregate forecast FIS Users.

8.12 **Priorities of Use for Net Aeronautical Real Estate Revenues**

8.12.1 The City shall calculate the amount of Net Aeronautical Real Estate Revenues remaining at the end of each Fiscal Year by computing the sum of the following budgetary items for each Fiscal Year

(a) Aeronautical Real Estate Revenue; *plus*

(b) Interest Income allocable to Aeronautical Real Estate; *minus*

(c) Capital Costs allocable to Aeronautical Real Estate; *minus*

(d) O&M Expenses allocable to Aeronautical Real Estate; *minus*

(e) Required Deposits allocable to Aeronautical Real Estate.

8.12.2 The City shall use Net Aeronautical Real Estate Revenues (if any) remaining at the end of each Fiscal Year in the next Fiscal Year according to the following priorities:
(a) An amount equal to the Pre-Approved Allowances set forth in Sections 1 and 2 of Exhibit O allocable to the Airfield Cost Center for the next Fiscal Year to reduce Capital Costs allocable to the Airfield Cost Center; and

(b) The remainder (if any) to reduce Capital Costs allocable to the Terminal Cost Center in the next Fiscal Year.

8.13 **Priorities of Use for Net Commercial Real Estate Revenues**

8.13.1 The City shall calculate the amount of Net Commercial Real Estate Revenues remaining at the end of each Fiscal Year by computing the sum of the following budgetary items for each Fiscal Year:

(a) Commercial Real Estate Revenue; *plus*

(b) Interest Income allocable to Commercial Real Estate; *minus*

(c) Capital Costs allocable to Commercial Real Estate; *minus*

(d) O&M Expenses allocable to Commercial Real Estate; *minus*

(e) Required Deposits allocable to Commercial Real Estate.

8.13.2 The City shall use Net Commercial Real Estate Revenues (if any) remaining at the end of each Fiscal Year in the next Fiscal Year according to the following priorities:

(a) To fund Air Service Incentive Programs undertaken pursuant to Section 8.15 and subject to the annual not-to-exceed annual budgets shown in Exhibit Q;

(b) To retain in each Fiscal Year, Five Million Dollars ($5,000,000) to be used by the City for interim financing or pay-go funding of Approved Projects and Exempt Projects; and

(c) The remainder (if any) to be used to reduce Capital Costs allocable to the Terminal Cost Center in the next Fiscal Year.

8.14 **City Equipment Charges**

Airline shall pay City Equipment Charges for its use of City Equipment. City Equipment Charges effective January 1 of each Fiscal Year shall be determined on a non-discriminatory, full cost-recovery basis.

8.15 **Air Service Incentive Program**

Notwithstanding any other provision in this Agreement and, in order to enhance and attract new air service to the Airport, the City reserves the right to adopt and implement a program of air service incentives at the Airport, consistent with applicable federal requirements, which may include rates and charges incentives and marketing support (“Air Service Incentive
The Air Service Incentive Program, if implemented, shall be offered to all eligible Air Carriers on a non-discriminatory basis. Airline acknowledges and expressly agrees that the City may use Net Commercial Real Estate Revenues to fund the full costs of the City’s Air Service Incentive Program at the Airport, as provided in Section 8.13.2. The City’s not-to-exceed annual budget for its Air Service Incentive Program, for each Fiscal Year during the Term, is attached as Exhibit Q. If Net Commercial Real Estate Revenues are insufficient in any Fiscal Year to fund the anticipated not-to-exceed budget of the City’s Air Service Incentive Program in that Fiscal Year, as shown in Exhibit Q, Airline acknowledges and expressly agrees that the City may include any resulting shortfall in the Air Service Incentive Program in the Landing Fee calculated under Section 8.2.1.

8.16 Mid-year Adjustments

In order to reduce underpayments or overpayments of Airport Fees and Charges during each Fiscal Year, the City shall review the most recently available information with regard to the amounts actually incurred or realized during such Fiscal Year with respect to Capital Costs, O&M Expenses and levels of Air Carrier activity. If the City determines on the basis of information it is able to accumulate during the course of any Fiscal Year that the budgeted Capital Costs or O&M Expenses or projected levels of Air Carrier activity it has used to calculate the rates and charges set forth in this Article 8 are likely to vary significantly (higher or lower) from actual results, the City may make adjustments to such rates and charges to conform to its revised forecast as of July 1 of such Fiscal Year, and at one, and only one, other time during such Fiscal Year, the City may make adjustments to such rates and charges to conform to its revised forecast if the variance between the budgeted Capital Costs or O&M Expenses or projected levels of Air Carrier activity and actual results is expected to be five percent (5%) or more. The City shall provide the AAAC with at least thirty (30) days advance written notice (“Mid-Year Adjustment Notice”) of any adjustments to be made under this Section 8.16. The AAAC may, within five (5) business days of receipt of the Mid-Year Adjustment Notice, request a meeting with the City to review the information that the City used as the basis for an adjustment under this Section 8.16 and if the AAAC does so, the City shall meet with the AAAC within five (5) days of the AAAC’s request before making any mid-year adjustments.

8.17 Annual True-Up

8.17.1 Adjustments-to-Actual. No later than three hundred sixty five (365) days after the close of each Fiscal Year, the City shall provide to Airline its Final Accounting, covering the Airport’s operations for such preceding Fiscal Year. Such Final Accounting shall contain information sufficient to (a) allow the City to recalculate the rates and charges as set forth in this Article 8 on the basis of actual Capital Costs and O&M Expenses, Air Carrier activity and other factors affecting the prescribed calculations (or, if such information is unavailable, on the basis of the City’s then-current best estimates) and (b) determine the amount of any overpayment (credit) or underpayment (debit) due to or from Air Carriers for their use of the Airfield and Terminal Complex.

8.17.2 Landing Fee True-Up. The aggregate credit or debit (if any) due to or from all Air Carriers for Landing Fees, shall be applied to the Airfield Revenue Requirement for the following Fiscal Year under Section 8.2.1. If future interpretations of or revisions to federal
income tax laws would, in the opinion of Bond Counsel, permit the City to make settlements of Landing Fees with Airline and other individual Air Carriers by issuing credits or invoicing debits without adversely affecting the tax-exempt character of GARBs issued or to be issued to finance Capital Improvement Projects allocated to the Airfield Cost Center, the City shall offer to amend this Agreement to provide for such settlements, and this Agreement shall be so amended if the City’s offer is accepted by a Majority-in-Interest of Long-Term Signatory Airlines for Capital Improvement Projects allocated solely to the Airfield Cost Center.

8.17.3 Settlements of Terminal Charges. For all other Airport Fees and Charges, any resulting credit will be issued to Airline in the form of a check, wire transfer through the Automatic Clearing House (“ACH”) or electronic funds transfer (“EFT”) (subject to the City’s ability to make these payments using EFT or ACH), and any resulting debit will be invoiced to and payable by Airline. If Terminal Charges actually paid by Airline (if any) were greater than the corresponding amounts chargeable to Airline, the City shall remit the amount of such overpayment to Airline within thirty (30) days of the Final Accounting. If Terminal Charges paid by Airline (if any) were less than the corresponding amounts chargeable to Airline, the City shall apply the amount of such deficiency to the account of Airline within thirty (30) days of the Final Accounting, and invoice Airline, which amount shall be due and payable within sixty (60) days of invoice.

8.17.4 Final True-up under this Agreement. For Fiscal Year 2033, the final year of the Term, the City shall make an adjustment-to-actual in accordance with this Section 8.17, and any resulting credit will be issued to Airline and any resulting debits will be invoiced to and payable by Airline notwithstanding the expiration of the Agreement on December 31, 2033.

8.18 Transition Period Rates and Charges

8.18.1 Rates from May 12, 2018 through June 30, 2018. Notwithstanding anything to the contrary in this Article 8, the fees and charges to be charged by the City and paid by Airline for its use (if any) of the Airport from May 12, 2018 through June 30, 2018 shall be calculated according to the rate-setting methods set forth in Articles V, VI, XII, XIII and XIV of the Main Terminal Prior Use and Lease Agreement, as amended, and Articles V and VI of the Terminal 5 Prior Use and Lease Agreement, as amended, based upon the space leased by Airline under its Prior Use and Lease Agreement (if any); provided, however, that the City shall not charge Airline any fees or charges for the use of the Fueling System.

8.18.2 Rates from July 1, 2018 through December 31, 2018. The fees and charges to be charged by the City and paid by Airline for its use (if any) of the Airport from July 1, 2018 through December 31, 2018 shall be calculated according to the rate-setting methods in this Article 8; provided, however, that the consultation under Section 8.1.2 and the fees and charges calculated pursuant to Section 8.2 through Section 8.10 shall be based on the period July 1, 2018 through December 31, 2018.

8.18.3 Division of Revenue Requirements in 2018. The fees and charges calculated in accordance with Sections 8.18.1 and 8.18.2 shall be based upon the City’s budget for Fiscal Year 2018, with one-half of the total revenue requirement allocated to the period
January 1, 2018 through June 30, 2018 and one-half of the total revenue requirement allocated to the period July 1, 2018 through December 31, 2018.

8.18.4 Final Accounting for 2018. Notwithstanding the provisions of Sections 7.07 and 7.09 of Prior Use and Lease Agreements for the Main Terminal and the provisions of Sections 6.06 and 6.08 of Prior Use and Lease Agreements for Terminal 5, Airline agrees that when the City makes its Final Accounting for Fiscal Year 2018, the City shall retain (a) on an aggregate net basis all credits or debits owed to or owed by Airline and all Airline Parties under any Prior Use and Lease Agreement for Terminal Area Charges or Special Revenue Bond Fees and Charges (as those terms are defined in Prior Use and Lease Agreements) and (b) on an aggregate net basis all credits or debits owed to or owed by Airline and all Airline Parties under any Prior Use and Lease Agreement for Landing Fees or Fueling System Fees (as those terms are defined in Prior Use and Lease Agreements).

8.19 Activity Reports

8.19.1 Airline Reporting. Airline shall provide to the City, on or before the 20th day of each and every month, the Monthly Activity Report. Each Monthly Activity Report shall be in a format prescribed by the City, and shall include at least the following information: (a) the aircraft make, model and series, MGLW and seating capacity of every aircraft type operated by Airline at the Airport; (b) the total MGLW of (i) all passenger aircraft and (ii) all cargo aircraft landing at the Airport; (c) the total number of domestic and international enplaned and deplaned passengers served by Airline at the Airport, including the breakdown of FIS Facility and non-FIS Facility deplaned passengers, revenue and non-revenue passengers; (d) the total amount (in pounds or kilograms) of domestic and international cargo (freight and express) and mail enplaned, deplaned and through by Airline at the Airport; (e) the total number of revenue and non-revenue aircraft operations; (f) total Airline use of Common Use Gate Space by date and time, including Gate, aircraft type; (g) total number of domestic and international Delivered Arriving and Delivered Departing seats; (h) total number of hours that Airline used each Common Use Ticket Counter for domestic and international flights; (i) total number of Airline’s Scheduled Departures, and (j) total number of Airline’s Outbound Checked Bags on flights using Common Use Baggage Make-up Space, Joint Use Baggage Make-up Space and Joint Use City-owned Baggage-Make-up Systems.

8.19.2 Failure to Report. If Airline fails to provide to the City any Monthly Activity Report in a timely manner, Airline’s Airport Fees and Charges due under this Agreement shall be determined by assuming that Airline’s activity in any month for which Airline has failed to report its activity equaled Airline’s maximum activity during any of the previous twelve (12) months for which Airline submitted a Monthly Activity Report to the City. Any necessary adjustments in Airline’s charges shall be calculated after Airline delivers to the City an accurate Monthly Activity Report for the month in question. Resulting credits or debits shall be applied to the appropriate invoices in the next billing period.
Article 9

PAYMENT OF RENTALS, FEES AND CHARGES AND SECURITY DEPOSIT

9.1 Payment of Landing Fees and Terminal Charges

Beginning on the Effective Date, Airline shall pay to the City, on a monthly basis without invoice, Airport Fees and Charges calculated by the City in accordance with Article 8 as follows:

9.1.1 Not later than the first (1st) day of each month of each Fiscal Year, Airline shall remit to the City the amount of Airline’s Fixed Terminal Charges, based on the Terminal Rental Rates then in effect.

9.1.2 Not later than the twentieth (20th) day of each month of each Fiscal Year, Airline shall remit to the City the amount of Airline’s Landing Fees and Activity-Based Terminal Charges, together with Airline’s Monthly Activity Report described in Section 8.19 on which Airline’s payment under this Section 9.1.2 is based; provided, however, that the City reserves the right to use in the future an automated tracking system instead of Airline’s Monthly Activity Report to determine the amount of Landing Fees due from Airline; and further provided, that if the City elects to use such an automated tracking system, the City shall consult with the AAAC and implement a reasonable method of reconciling the reports generated by the automated tracking system with Monthly Activity Reports submitted by each Air Carrier and resolving any discrepancies.

9.2 Place of Payment; Late Payments

9.2.1 All amounts due from Airline hereunder shall be paid in lawful money of the United States of America, without deduction or set off, to the City of Chicago at the Office of the City’s Comptroller or at such other place as may be hereafter designated by the City. Airline shall pay all amounts payable by Airline hereunder by either check, wire transfer or electronic funds transfer (“EFT”) or Automatic Clearing House (“ACH”), subject to the City’s ability to receive these payments.

9.2.2 Any amount which is not paid within five (5) business days of when due and, if appropriate, when invoiced and such invoice is received by Airline, shall bear an annualized interest charge from its due date at a rate three percent (3%) higher than the “US Prime Rate” as published in the Wall Street Journal or similar successor index of national recognition as determined by the Commissioner.

9.2.3 Amounts due to the City from any Air Carrier under an Airline Use and Lease Agreement or Non-Signatory Airline Operating Agreement may be included in the calculation of Airport Fees and Charges hereunder when more than ninety (90) days past due and reasonably deemed by the City to be uncollectible after the City has made commercially reasonable efforts to recover such unpaid amounts taking into account application of any available security deposits both prior to and after the expiration of such ninety (90) day period and any such unpaid amounts subsequently collected shall be used to reduce the requirement for the applicable cost center.
9.3 Security Deposits

9.3.1 Delivery and Use of Security Deposit

(a) In the event that Airline fails to timely pay or take the necessary action to define the correct amount due for Terminal Charges or Landing Fees as required pursuant to Section 9.1 within ten (10) calendar days of receiving the City’s written notice pursuant to Section 18.4 and to the AAAC Representative of late or incomplete payment more than twice within any twelve (12) month consecutive period, Airline shall provide to the City within sixty (60) days of receiving notice of the third late payment, and the City’s written demand, a security deposit equal to the following (the “Security Deposit”):

(i) Airline’s estimated Landing Fees for three (3) months (as determined on the basis of Airline’s and its Affiliate(s), if applicable, published schedule as of that date and the actual Landing Fee Rate effective as of that date), plus

(ii) Airline’s estimated Terminal Charges (including Affiliate’s, if applicable) for three (3) months.

(b) The Security Deposit shall be in the form of a surety bond the terms of which are acceptable to the City or a letter of credit meeting the requirements set forth in Section 9.3.1(c) to secure Airline’s performance and observance of Airline’s obligations under this Agreement.

(c) The City may deduct from the Security Deposit an amount equal to: (i) any sums payable to the City under this Agreement; (ii) all reasonable sums, if any, that the City expends as the result of an Event of Default; and (iii) an amount equal to the City’s reasonable costs of recovering possession, reletting Airline’s Premises, and any and all other damages legally recoverable by the City, together with reasonable out-of-pocket costs and expenses incurred by the City, upon the occurrence of an Event of Default. In any such event, Airline shall again meet the Security Deposit requirement set forth in Section 9.3.1(a) above within seven (7) days from its receipt of such written notice; provided that if Airline does not so meet the Security Deposit requirement in a timely manner, the City shall be entitled to set-off such Security Deposit against the next ensuing payments by Airline of Airport Fees and Charges until such Security Deposit is complete. Once triggered, the Security Deposit requirements of this Section 9.3 shall continue until Airline demonstrates payment performance by having eighteen (18) consecutive months of on-time payments, at which time Airline may request the Security Deposit be returned and at such time the Security Deposit requirement shall be waived and any outstanding Security Deposit returned to Airline.

9.3.2 Letter of Credit Requirements

(a) For a Security Deposit in the form of a letter of credit, such letter of credit shall be an irrevocable commercial standby letter of credit for the amount of the Security Deposit in form and substance reasonably acceptable to the City that meets the following criteria:
(i) the letter of credit shall provide for its continuance for at least one year from issuance and for automatic extension for additional periods of at least one year from initial expiry date and each subsequent expiry date, unless the issuer of the letter of credit gives the City notice of its intention not to renew such letter of credit not less than sixty (60) days before such expiry date (a “Nonrenewal Notice”);

(ii) the letter of credit shall be payable upon the City’s presentation of the original of such letter of credit together with a sight draft to the issuer, accompanied by the City’s signed statement that the City is entitled to draw on such letter of credit without further notice to Airline and hold the proceeds thereof;

(iii) the letter of credit shall be issued by a commercial bank reasonably satisfactory to the City which maintains a branch in Chicago, Illinois, provided that the Commissioner and the City Comptroller may jointly agree to waive the requirement set forth above that such financial institution maintain a branch in Chicago, for presentment for payment:

1. that is chartered under the laws of the United States or any state thereof, or the District of Columbia;
2. that is insured by the Federal Deposit Insurance Corporation;
3. whose long-term, unsecured and unsubordinated debt obligations are rated by at least two of Fitch Ratings Ltd. (“Fitch”), Moody’s Investors Service, Inc. (“Moody’s”) and Standard & Poor’s Ratings Services (“S&P”) or their respective successors (the “Rating Agencies”) with ratings of not less than A- from Fitch, A3 from Moody’s and A- from Standard & Poor’s (the “Long-Term LC Issuer Requirements”); and
4. whose short-term rating from at least two Rating Agencies is not less than F2 from Fitch, P-2 from Moody’s and A-2 from S&P (the “Short-Term LC Issuer Requirements” and, together with the Long-Term LC Issuer Requirements, the “LC Issuer Requirements”).

(iv) If at any time the LC Issuer Requirements are not met, or if the financial condition of such issuer changes in any other materially adverse way, then Airline shall within ten (10) days of written notice from the City deliver to the City a replacement letter of credit which otherwise meets the requirements of this Agreement and that meets the LC Issuer Requirements (and Airline’s failure to do so shall, notwithstanding anything in this Agreement to the contrary, constitute an Event of Default for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid ten-day period).

(b) The letter of credit shall remain in effect until the date which is thirty (30) days after the Term. If Airline shall hold over possession of the Premises pursuant to Section 4.6, then Airline shall ensure that the letter of credit is extended to cover a period which is not less than thirty (30) days after the expiration of any holdover period.
(c) The City shall consent to reduce or release such letter of credit when and as this Agreement would entitle Airline to any reduction or release of the Security Deposit.

9.3.3 Use of Letter of Credit

If any of the following occurs, then the City may draw upon the balance of the letter of credit in an amount equal to the aggregate amount of the Security Deposit this Agreement then requires: (A) the issuer delivers a Nonrenewal Notice that such issuer no longer intends to maintain a branch in Chicago, Illinois and Airline fails to deliver a replacement letter of credit that complies with this Agreement within thirty (30) days after Airline receives the Nonrenewal Notice (for purposes of which, the parties shall reasonably cooperate to facilitate the simultaneous exchange of the old letter of credit for the new letter of credit); (B) the happening of any instance in which the criteria set forth in Section 9.3.2(a) are not met; or (C) if the remaining term of the letter of credit is at any time less than thirty (30) days, but Airline has not delivered an extension or renewal of such letter of credit for at least one year.

9.4 Right to Contest; No Abatement or Set-off

9.4.1 Airline’s payment to the City, and the City’s acceptance from Airline, of any payment amount hereunder shall not preclude either Airline or the City from questioning, within six (6) months from the date of Airline’s receipt of the Final Accounting, the accuracy of any statement on the basis of which such payment was made, or preclude the City from making, within such period, any claim against Airline for any additional amount payable by Airline under this Agreement, or preclude Airline from making, within such period, any claim against the City for any credit for any excess amount paid by Airline under this Agreement; provided, however, that the City shall not be limited by such six-month period if Airline shall have intentionally underreported its activity used in calculating any payment due by Airline under this Agreement.

9.4.2 Notwithstanding the foregoing, Airline shall not abate, suspend, postpone, set-off or discontinue any payments of Airport Fees and Charges which it is obligated to pay hereunder.

9.5 Airline Books and Records

9.5.1 Airline shall maintain or make available upon reasonable notice books (including documents or papers in physical or electronic form), records and accounts which are directly pertinent to this Agreement, including those relevant to the determination of any Airport Fees and Charges, each such item of information to be maintained at a minimum, until the later of seven (7) years from the date of creation or three (3) years after final payment is made, or for a longer period if necessary for pending litigation.

9.5.2 If such books, records and accounts are not maintained at Airline’s offices in Chicago, Illinois, or at the Airport office, Airline shall in any case maintain such books, records and accounts within the United States or Canada, and Airline shall promptly furnish the Commissioner, the City’s Chief Financial Officer (or, if there is no such officer, the City’s Comptroller), the Federal Aviation Administration or the U.S. Comptroller General with all information reasonably requested by them with respect to such books, records and accounts.
The Commissioner, the City Chief Financial Officer (or, if there is no such officer, the City’s Comptroller), the Federal Aviation Administration or the U.S. Comptroller General, and such persons as may be designated by them, shall each have the right, at all reasonable times, subject to prior written notice to Airline, to examine and make copies of such books, records and accounts. If the requested books, records and accounts are not made available at the Airport, and the City or its auditors are required to travel elsewhere to review them, the City may require that Airline reimburse the City for the reasonable costs of such review of Airline’s books, records and accounts, provided that the City demonstrates an underpayment of five percent (5%) or more.

9.6 City Books and Records

The City shall follow such procedures and keep and maintain such books, records and accounts as may be necessary or appropriate under the provisions of this Agreement. Such books (physical and electronic), records and accounts shall contain all items affecting the computation of Airport Fees and Charges, recorded in accordance with generally accepted accounting principles. Airline shall have the right, at any reasonable time during the City’s regular business hours and at its own expense, to examine, make copies of, and take extracts from such books, records and accounts.

Article 10
CAPITAL IMPROVEMENT PROJECTS

10.1 Previously Approved Projects

10.1.1 The City may proceed with any Capital Improvement Project approved under Prior Use and Lease Agreements (“Previously Approved Projects”), which may include design, construction and equipping, as further detailed in Exhibit J, without further Majority-in-Interest review under Section 10.8, but subject to the project oversight procedures in Sections 10.1.2 and 10.9. Previously Approved Projects shall not be subject to any conditions that are not expressly specified in Exhibit J, including without limitation any conditions placed on a majority-in-interest approval under a Prior Use and Lease Agreement, any other agreement with a Signatory Airline or any other document or representation by the City that previously purported to place a condition on the project.

10.1.2 The City may, subject to Section 10.9, modify a Previously Approved Project without further review by the Majority-in-Interest unless:

(a) At the time the City receives construction bids for the Previously Approved Project, the total estimated Project Costs of the Previously Approved Project exceed one hundred and ten percent (110%) of the total Project Costs estimated for the project in Exhibit J, as escalated from January 1, 2018 by the then-current Construction Cost Index; or

(b) The modification will result in a material change in project functionality as described in the applicable MII ballot.
If either of these events occurs, the City may proceed with the Previously Approved Project only if, after submitting the project for Majority-in-Interest review pursuant to Section 10.8, the project is not disapproved by a Majority-in-Interest.

10.2 Pre-Approval of the Phase I TAP Elements

10.2.1 The TAP Program is described in Exhibit K. The first phase of the TAP Program consists of several discrete elements ("Phase I TAP Elements") as further specified in Exhibit L. Exhibit L also contains procedures for the allocation and reallocation of soft costs and a program-wide design and construction contingency as well as the use of a program-wide management reserve. The total Project Costs of the Phase I TAP Elements approved by Airline are Six Billion Eighty-Three Million Sixty-Three Thousand Dollars ($6,083,063,000) ("TAP Budget"), as further specified in Exhibit L. The City shall proceed with the design, construction and equipping of each of the Phase I TAP Elements without further review by the Majority-in-Interest, subject to Sections 10.2.2 and 10.9.

10.2.2 The City may, subject to Section 10.9, modify a Phase I TAP Element without further review by the Majority-in-Interest unless any of the following occur:

(a) At the time the City receives construction bids for the modified Phase I TAP Element, the current estimates of total Project Costs for all Phase I TAP Elements, including all soft costs and design and construction contingencies as well as the use of the management reserve, exceed the TAP Budget, as escalated from January 1, 2018 by the then-current Construction Cost Index for any Phase I TAP Element that has not reached substantial completion; or

(b) The modification will result in a Change in Project Scope Requiring MII Review, as specified in Exhibit L.

If either of these events occurs, the City may proceed with the modified Phase I TAP Element only if, after submitting the proposed modifications for Majority-in-Interest review pursuant to Section 10.8, the modifications are not disapproved by a Majority-in-Interest.

10.2.3 The approved Phase I TAP Elements described in Exhibit L include a western employee parking and screening facility. If it is a Long-Term Signatory Airline, Airline shall meet with the City and other Long-Term Signatory Airlines no later than December 31, 2022 to evaluate the expansion of the parking and screening facility to include passenger parking and screening, taking into consideration, among other factors, (i) the implications for Passenger Carriers’ operations, (ii) air quality conditions at the Airport and surrounding areas, the need for emission reductions or other actions to improve air quality and the feasibility, impacts and costs of mitigation measures, other than an expansion of the western parking and screening facility, to improve air quality, (iii) the expected utilization of such an expanded facility, (iv) the costs of such a facility and (v) the feasibility of expanding the facility. After meeting with the Long-Term Signatory Airlines, the City may submit a plan for the expanded parking facility for Majority-in-Interest review; provided, however, that the City may at any time after December 31, 2022 fund and allocate to appropriate Cost Centers the costs of the following planning and design activities for the expanded facility: planning, environmental review and up to thirty
percent (30%) design; provided, however, that these planning, environmental review and up to thirty percent (30%) design costs shall not exceed Forty Million Dollars ($40,000,000).

10.3 Additional TAP Elements

10.3.1 Exhibit M describes Additional TAP Elements and, where applicable, Additional TAP Element Triggers. Subject to Sections 10.3.2 and 10.3.4, the City may proceed with the design, construction and equipping of each Additional TAP Element that includes an Additional TAP Trigger without further review by the Majority-in-Interest if:

(a) The Additional TAP Element Trigger(s) specified for the project in Exhibit M have been met for any three (3) consecutive years, which may occur before or after the O’Hare Global Terminal (‘‘OGT’’) and O’Hare Global Concourse (‘‘OGC’’), as defined in Exhibit L, are complete and in service;

(b) There are no airspace or airfield capacity constraints that would diminish the utility of the Additional TAP Element;

(c) The OGT and OGC are complete and in service;

(d) The City does not plan any modifications of the Additional TAP Element that would result in a Change in Project Scope Requiring MII review, as specified in Exhibit M; and

(e) The City first provides the Executive Working Group with documentation that the conditions in Sections 10.3.1(a) through (d) have all been met and consults with the Executive Working Group on the estimated timing of the Additional TAP Element.

10.3.2 Within twelve (12) months of the substantial completion of the OGT and OGC, the City shall meet with the Long-Term Signatory Carriers to:

(a) Determine whether Additional TAP Element Triggers in Exhibit M should be revised downward. Any such revisions to the Additional TAP Element Triggers proposed by the City shall be subject to review by the Majority-in-Interest in accordance with Sections 10.8.2 and 10.8.3 and, if not disapproved, shall replace the Additional TAP Element Triggers in Exhibit M; and

(b) Discuss the Additional TAP Elements in Exhibit M that do not include triggers and determine whether Additional TAP Element Triggers should be adopted or the projects should otherwise proceed. Any additions of Additional TAP Element Triggers or proposals to proceed with an Additional TAP Element that does include Additional TAP Element Triggers that are proposed by the City shall be subject to review by the Majority-in-Interest in accordance with Sections 10.8.2 and 10.8.3.

10.3.3 After satisfying the requirements specified in Sections 10.3.1 or 10.3.2, the total Project Costs for the Additional TAP Element specified in Exhibit M shall be added to
the TAP Budget and the Additional TAP Element shall be subject to the requirements of Sections 10.2.2 and 10.9.

10.3.4 Notwithstanding anything to the contrary in this Section 10.3:

(a) Airline acknowledges that the City may include environmental review of Project 13, “Completion of Consolidated APM and Utility Tunnel and installation of APM – Eastern and Western Section,” described in Exhibit M, Additional TAP Elements, as part of TAP Phase I environmental review without further review by the Majority-in-Interest. The City may commence environmental review for Additional TAP Elements other than Project 13 and preliminary design for all Additional TAP Elements prior to July 1, 2023 only if such environmental review and preliminary design have been submitted for review and not disapproved by a Majority-in-Interest; thereafter, the City may commence environmental review and preliminary (up to thirty percent (30%)) design for all Additional TAP Elements without further review by the Majority-in-Interest.

(b) The City shall, to the extent permitted by the PFC Act and 14 CFR Part 158, Appendix A and subject to Section 16.5.3, utilize available PFCs to fund environmental review and preliminary design for Additional TAP Elements, including the Automated People Mover. For the avoidance of doubt, to the extent the City is unable to use PFCs to fund environmental review and preliminary design for Additional TAP Elements, including the Automated People Mover, the City may recover the resulting Airline Rate-Based Capital Costs.

10.3.5 Federal Approval of TAP. The TAP Program as described in Exhibit K, including the Phase I TAP Elements described in Section 10.2 and the Additional TAP Elements described in this Section 10.3, is subject to final approval by the FAA, which may require modifications to the TAP Program and mitigation to address project impacts, including environmental and historic property impacts. Any such modifications or mitigation shall be exempt from Majority-in-Interest review under this Article 10; provided, however, any such modifications or mitigation shall be reviewed and accepted by the Executive Working Group as set forth in the EWG Protocols; and further provided that the aggregate costs of such modifications and mitigation shall not exceed Fifty Million Dollars ($50,000,000).

10.4 Other Pre-Approved Projects in the City’s Capital Improvement Program (CIP)

10.4.1 Airline agrees that the City may proceed with the design, construction and equipping of each of the Capital Improvement Projects described in Exhibit N (“Pre-Approved CIP Projects”) without further review by the Majority-in-Interest, subject to Sections 10.4.2 and 10.9.

10.4.2 The City may, subject to Section 10.9, modify a Pre-Approved CIP Project without further review by the Majority-in-Interest unless:

(a) At the time the City receives construction bids for the Pre-Approved CIP Project, the total estimated Project Costs of the Pre-Approved CIP Project exceeds one hundred and ten percent (110%) of the total Project Costs estimated for the project in Exhibit N, as escalated from January 1, 2018 by the then-current Construction Cost Index; or
The modification will result in a material change in project functionality.

If either of these events occurs, the City may proceed with the Pre-Approved CIP Project only if, after submitting the project for Majority-in-Interest review pursuant to Section 10.8, the project is not disapproved by a Majority-in-Interest.

10.5 Pre-Approved Allowances

10.5.1 The City may implement, and fund and finance, Capital Improvement Projects within the categories and limits of the Pre-Approved Allowances specified for each year in Exhibit O and allocate the costs of all such projects to the appropriate Airline-Supported Cost Centers.

10.5.2 At least sixty (60) days prior to each Fiscal Year, the City shall present to the Executive Working Group a list of projects to be implemented, and funded or financed, in the following year with Pre-Approved Allowances. After consultation, the City shall take into consideration any recommendations from the Executive Working Group before finalizing the list of such projects the City decides will be undertaken during the Fiscal Year and funded or financed within the limits of the Pre-Approved Allowances. At any point during the Fiscal Year, the City may alter the projects to be implemented and funded with Pre-Approved Allowances after consultation with the Executive Working Group, provided that the projects stay within the categories and limits specified in Exhibit O.

10.5.3 Any unused or unencumbered portion of an annual, recurring Pre-Approved Allowance for a given Fiscal Year must be encumbered within the following two (2) Fiscal Years, or will be forfeited; provided, however, that actual encumbrances and expenditures for any Fiscal Year shall not be greater than two hundred percent (200%) of that Fiscal Year’s Pre-Approved Allowance. The Pre-Approved Allowance for Infrastructure Reliability may be used throughout the Term in the reasonable discretion of the City.

10.6 Majority-in-Interest Review of New Projects

10.6.1 Prior to proceeding, the City must submit to the Long-Term Signatory Airlines for Majority-in-Interest review under Section 10.8 Capital Improvement Projects that are not Approved Projects, Exempt Projects or projects funded with Pre-Approved Allowances (“New Projects”). The City may proceed with a New Project unless the project is disapproved by a Majority-in-Interest pursuant to Section 10.8.

10.6.2 If a New Project is not disapproved by a Majority-in-Interest, the City, after consultation with the Executive Working Group, may modify the New Project without further review by the Majority-in-Interest unless:

(a) At the time the City receives construction bids for the New Project, the total estimated Project Costs of the New Project exceed one hundred and ten percent (110%) of the total Project Costs estimated for the project pursuant to Section 10.8.1, as escalated from the date the City submits the project for review under Section 10.8.1 by the then-current Construction Cost Index; or
(b) The modification will result in a Change in Project Scope Requiring MII Review, as specified in the proposal submitted for Majority-in-Interest review under Section 10.8.1.

If either of these events occurs, the City may proceed with the New Project only if, after submitting the project for Majority-in-Interest review pursuant to Section 10.8, the project is not disapproved by a Majority-in-Interest.

10.7 Capital Improvement Projects Exempt from Majority-In-Interest Review

10.7.1 A Capital Improvement Project that is not an Approved Project or funded with Pre-Approved Allowances, but meets any one or more of the conditions set forth below shall be exempt from Majority-in-Interest review (“Exempt Project”):

(a) Capital Improvement Projects that will not increase the amount of Airline Rate-Based Capital Costs and with estimated annual Airline Rate-Based O&M Expenses of less than One Million Dollars ($1,000,000) per project or Five Million Dollars ($5,000,000) cumulatively per year as escalated annually from January 1, 2018 to the estimated DBO of the Project by the then-current Consumer Price Index for All Urban Consumers for Chicago.

(b) Capital Improvement Projects supported by federal and state grants that will fund at least seventy-five percent (75%) of the estimated Project Costs, provided that the total estimated Airline Rate-Based Project Costs of the project do not exceed Ten Million Dollars ($10,000,000) per project as escalated from January 1, 2018 by the then-current Construction Cost Index.

(c) Special facility projects or other Capital Improvement Projects to construct new or enlarge or improve existing Premises of a Signatory Airline, provided that the Signatory Airline fully and directly funds the Project Costs and any associated O&M Expenses using any funds available to the Signatory Airline, including without limitation funds received by the Signatory Airline from state or federal grants.

(d) Capital Improvement Projects necessary to comply with the requirements of federal, state and local agencies, including compliance with any applicable statutes, regulations, orders, certification requirements and FAA Advisory Circulars, building codes and local regulations of general application.

(e) Capital Improvement Projects to settle claims or lawsuits, satisfy judgments, or comply with judicial or administrative orders arising from or related to the ownership, operation and maintenance of the Airport.

(f) Capital Improvement Projects to repair or replace Airport property damaged or destroyed by fire, weather or other casualty, to a condition functionally equivalent to when the property was damaged or destroyed, provided that the City uses commercially reasonable efforts to obtain insurance proceeds and apply such proceeds, if any, to fund or offset the costs of the project.
(g) Capital Improvement Projects of an emergency nature, which in the reasonable judgment of the City, if not undertaken, would substantially impair the current operation of the Airport.

(h) Capital Improvement Projects necessary, in the reasonable judgment of the City, for public and employee safety or security.

10.7.2 This Article 10 shall be subordinate to the requirements of 49 U.S.C. § 40117(f). No Capital Improvement Project shall be subject to Majority-in-Interest review under this Article 10 to the extent such project is fully financed by PFCs or PFC-backed bonds. However, any Capital Improvement Project that includes Airline Rate-Based Project Costs may be subject to Majority-In-Interest review to the extent of those Airline Rate-Based Project Costs, unless otherwise exempt from Majority-In-Interest review.

10.7.3 The City shall notify all Long-Term Signatory Airlines in writing of any proposed Exempt Project under this Section 10.7. Except in the case of an emergency or if necessary for safety or security pursuant to Sections 10.7.1(g) and 10.7.1(h), such notice shall be given at least forty-five (45) days prior to incurring Airline Rate-Based Project Costs on the Exempt Project. The notice shall contain a statement as to why it is an Exempt Project. Airline, if a Long-Term Signatory Airline, may submit comments to the City within thirty (30) days of the City delivering such notice. The City shall give due consideration to any such comments. The City shall present the proposed Exempt Project at the next meeting of the Executive Working Group. After such meeting, the City may commence the Exempt Project. Airline shall use commercially reasonable efforts to take such action as the City may reasonably request to enable the City to implement Exempt Projects in a timely and cost-effective manner.

10.8 Method of Obtaining Majority-in-Interest Approval

10.8.1 Whenever the City shall be required to submit a Capital Improvement Project to the Long-Term Signatory Airlines for Majority-in-Interest review under this Article 10, the City shall submit a written proposal to Airline if Airline is a Long-Term Signatory Airline that includes the following:

(a) The current purpose, scope and definition for the project, including any modifications if the project was previously approved;

(b) A list of Changes in Project Scope Requiring MII Review;

c) The currently anticipated schedule;

(d) The current funding plan, cost center(s) to which Project Costs will be allocated, and estimated total Project Costs and Airline Rate-Based Project Costs; and

(e) The currently projected impact on Airport Fees and Charges.

10.8.2 The City shall submit the written proposal under Section 10.8.1 to Airline at least forty-five (45) days prior to incurring Airline Rate-Based Project Costs on the Capital Improvement Project, and notify the chair of the AAAC that the written proposal has
been submitted to all Long-Term Signatories. A Capital Improvement Project shall be deemed to be approved if (a) a Majority-in-Interest approves it, or (b) the City is not notified in writing by the chair of the AAAC within thirty (30) days of delivery of the City’s written proposal that a Majority-in-Interest has disapproved the City’s proposal. Such written notification to the City shall include the written disapproval of each Long-Term Signatory Airline that disapproved the proposal. A conditional approval, disapproval of a portion of the proposal or counter-proposal delivered by the Long-Term Signatory Airlines’ representative shall be deemed to be an approval of the entire Capital Improvement Project.

10.8.3 The City shall promptly notify Airline if the Capital Improvement Project has been disapproved or deemed approved by the Majority-in-Interest.

10.8.4 In the event that Majority-in-Interest review is required for an increase in total Project Costs under Sections 10.1.2(a), 10.2.2(a), 10.4.2(a) or 10.6.2(a), the increase in total Project Costs requested by the City shall be added to the total estimated Project Costs for the purpose of evaluating future increases in Project Costs, unless a Majority-in-Interest disapproves the City’s request. For example, if the City, after Majority-in-Interest approval, modifies a New Project with an original estimate of $1,000,000 in total Project Costs in a way that increases total Project Costs by $300,000, the new estimate of total Project Costs shall be $1,300,000 and further Majority-in-Interest review will not be required unless costs are further increased by more than $130,000. Additionally, in the event that Majority-in-Interest review is required for an increase in total Project Costs under Section 10.2.2(a), the increase in total Project Costs requested by the City shall be added to the TAP Budget, unless a Majority-in-Interest disapproves the City’s request.

10.9 Project Implementation

10.9.1 The Executive Working Group. The Executive Working Group shall consist of City representatives selected by the City and the following Signatory Airline representatives: one representative selected by each Long-Term Signatory Airline (“Long-term Signatory Airline Representatives”), and one representative selected by the Signatory Airlines offering only international passenger service at the Airport that are not Alliance Partners of a Long-Term Signatory Airline (“International Airlines Representative”) (collectively, “Signatory Airline Representatives”). The City and the Signatory Airlines may change their representatives at their discretion. The International Airlines Representative may be a third party selected by the Signatory Airlines offering only international passenger service at the Airport that are not Alliance Partners of a Long-Term Signatory Airline.

10.9.2 Procedures for Executive Working Group Determinations. The City and the Executive Working Group shall develop EWG Protocols for establishing standing meetings, advance delivery of materials, provision for remote participation, rules governing general and special meetings, quorum requirements and technical working groups for design and construction review on behalf of the Executive Working Group.

10.9.3 City Presentations to the Executive Working Group. For each Approved Project, the City shall make three presentations to the Executive Working Group:
(a) 30% Design Completion. The City shall provide an updated estimate of total Project Costs and Airline Rate-Based Project Costs and report any changes to project scope or schedule.

(b) 60% Design Completion. The City shall provide an updated estimate of total Project Costs and Airline Rate-Based Project Costs and report any changes to project scope or schedule.

(c) 90% Design Completion. The City shall provide an updated estimate of total Project Costs and Airline Rate-Based Project Costs and report any changes to project scope or schedule.

10.9.4 The Executive Working Group shall meet at least once every month, but may meet more frequently as needed. At such meetings, the Executive Working Group shall:

(a) Review the status of all Approved Projects and Pre-Approved Allowances;

(b) Consult concerning modifications to Previously Approved Projects, Phase I TAP Elements, Additional TAP Elements, Pre-Approved CIP Projects and New Projects that change the scope of any project or increase its estimated total Project Costs;

(c) If the City’s presentations to the Executive Working Group under Section 10.9.3 demonstrate that the updated estimates for an Approved Project will increase total Project Costs beyond the cost review thresholds specified in Sections 10.1.2(a), 10.2.2(a), 10.4.2(a) or 10.6.2(a), then the Signatory Airline Representatives may make recommendations to the City to modify the project to reduce costs. If the City rejects the recommendations, the City may continue with the design process; provided, however, that for CIP Projects and New Projects, if at 60% Design Completion or 90% Design Completion the project is more than fifty percent (50%) over the estimate for total Project Costs provided in Exhibit N or in the proposal for a New Project under Section 10.8.1, then the Signatory Airline Representatives may require the City to seek Majority-in-Interest review before advancing the design of the project. Determinations under this Section 10.9.4(c) shall be made by Signatory Airline Representative for Signatory Airlines that, during the previous Fiscal Year, together accounted for at least fifty percent (50%) of the total Maximum Gross Landed Weight of all Signatory Airlines with Signatory Airline Representatives. In the event of a tie, the City shall continue with the design process.

(d) After the award of a construction contract for any Approved Project, consult concerning proposed increases in total Project Costs exceeding one hundred and ten percent (110%) of the total Project Costs estimated for the project in Exhibit J, Exhibit M, Exhibit N, or the proposal submitted by the City pursuant to Section 10.8.1 and recommend alternatives to the Commissioner to minimize the proposed cost increases;

(e) Pursuant to Section 10.5.2, consult concerning the City’s list of Capital Improvement Projects to be implemented and funded with Pre-Approved Allowances for the upcoming Fiscal year; and
Create working groups or subcommittees, consisting of City and Signatory Airline representatives, to review specific issues and make recommendations to the Executive Working Group.

Engage an Air Carrier facilities representative through the Airline Liaison Office to consult with the City to review the development and status of Capital Improvement Projects. The costs of the facilities representative shall be paid by the City and allocated to the Terminal Cost Center.

10.9.5 General Implementation Provisions

(a) Airline shall use commercially reasonable efforts to take such action as the City may reasonably request to enable the City to implement Approved Projects, projects funded with Pre-Approved Allowances and Exempt Projects in a timely and cost-effective manner.

(b) The City shall use commercially reasonable efforts to complete Approved Projects, projects funded with Pre-Approved Allowances and Exempt Projects in a manner that minimizes materially adverse impacts on Airline’s operations and use and occupancy of the Premises.

(c) Airline acknowledges and agrees that the City may delegate responsibilities to Airline for the design, construction and equipping of Approved Projects, projects funded with Pre-Approved Allowances and Exempt Projects; provided, however, that all construction and equipping of Approved Projects shall be done in a good and workmanlike manner, and that the City shall retain the power and authority to enforce all terms and provisions of all design, construction and equipment contracts all as may be further specified in a reimbursement agreement between Airline and the City in accordance with Section 4.9.3.

(d) The City shall consult with Airline designated technical representatives, if requested by Airline, in the implementation of the TAP Program, Approved Projects, projects funded with Pre-Approved Allowances, and Exempt Projects.

10.9.6 Project Financing.

The City and Airline acknowledge and agree that it is the best interest of both parties to minimize total financing costs and that the timing of bond issuance relative to expenditures, market conditions and issuance costs, among other factors, shall be considered by the City when issuing bonds to finance Approved Projects.

10.10 PFC Priorities

10.10.1 To the full extent permitted by the PFC Act and 14 CFR Part 158, Appendix A and subject to Section 16.5.3, the City agrees to use all PFC funds collected by the City that are not, as of the Effective Date, already committed to PFC-eligible projects through applications approved by the FAA, and including PFC funds collected by the City in the event that Congress authorizes an increase in the current maximum PFC of $4.50 per passenger, for
one or more the following, as reasonably determined by the City and without regard to any priority:

(a) To fund any PFC eligible project with estimated total Project Costs of Five Million Dollars ($5,000,000) or less on a pay-go-basis.

(b) To fund the APM on a pay-go basis or through PFC-backed bonds, subject to Section 10.3 and to the extent the project is PFC eligible.

(c) To pay an aggregate amount of not less than Seven Hundred Thirty Million Dollars ($730,000,000) for annual debt service for Phase I TAP Elements to the extent that they are PFC eligible.

(d) To retain the PFC funds for future use on PFC-eligible projects as approved by the FAA.

Article 11

ADDITIONAL OBLIGATIONS OF THE AIRLINE AND THE CITY

11.1 Operation, Maintenance, Replacement and Repair

11.1.1 The City shall, in accordance with the Facilities Maintenance Protocols, operate, maintain and keep in good repair, expending such amounts for O&M Expenses as may be reasonably necessary therefor, all of the public areas, public facilities, Common Use Premises and City Equipment at the Airport, except as otherwise provided in Section 11.1.2.

11.1.2 Airline shall, in accordance with the Facilities Maintenance Protocols, be responsible for and shall perform or cause to be performed, maintenance and repair of its Exclusive Use Premises, Preferential Use Premises including any City Equipment within its Preferential Use Premises, and equipment owned by Airline at the Airport. Airline shall, at all times:

(a) keep all fixtures, equipment and personal property in a clean, safe, sanitary and orderly condition and appearance;

(b) maintain all fixtures, equipment and personal property owned by Airline and its Exclusive Use Premises and Preferential Use Premises in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements and inside painting, such repairs, replacements and painting by Airline to be of a quality and class not inferior to the original material and workmanship;

(c) for any equipment installed in or on the Exclusive Use Premises and Preferential Use Premises that is purchased using the proceeds of any financing sponsored by the City, repair, maintain and replace such equipment as is necessary to assure that at the end of the term hereof the fair market value of such equipment and its remaining useful life will be consistent with, and sufficient to establish for applicable tax and accounting purposes, ownership of such equipment by the City; and
either directly or through a Contractor (which Contractor shall obtain a City permit), dispose of its garbage, debris and other waste materials (excluding snow and ice).

If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Airline requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, Airline shall post guards or erect barriers or other safeguards at such locations as required and approved by the City and the FAA. Compliance with such requirements shall not relieve Airline from its liability for the safe performance of its obligations under this Agreement.

11.1.3 Airline shall maintain its assets at the Airport and City facilities for which it has responsibility to maintain all in accordance with the Facilities Maintenance Protocols to provide a safe, functional and compliant operating environment, and thereby protect the environment and the health of the traveling public and other users of the Terminal Complex. The City shall maintain Common Use Premises, City Equipment and other facilities at the Airport for which it has responsibility to maintain all in accordance with the Facilities Maintenance Protocols.

11.1.4 The City may, upon Airline’s request, agree on terms satisfactory to the City to allow Airline to assume responsibility for the maintenance of City-owned Baggage Claim Equipment and City-owned Baggage Make-up Equipment in Airline’s Preferential Use Premises.

11.2 Taxes, Licenses and Permits

11.2.1 Subject to Section 11.2.2, Airline shall pay or cause to be paid any and all taxes and shall obtain or cause to be obtained any and all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by Airline at the Airport, including any and all taxes and other charges in connection with Airline’s lease, use or occupancy of the Premises. Airline may contest any such taxes as provided in Section 13.1.2(b).

11.2.2 The City shall pay as an O&M Expense any and all applicable taxes or special assessments which may be levied or assessed upon the Premises, except, however, any taxes associated with or assessed on any personal property or leasehold interests of Airline located on such Premises shall be the obligation of Airline and, as such, shall be paid by Airline and not by the City.

11.2.3 Airline shall not permit a lien or encumbrance to attach to the Premises or the Airport by reason of any failure to pay taxes for which it is responsible.

11.3 Performance by the City upon Failure of Airline

If Airline or its Affiliate, Alliance Partner, Contractor, or Sublessee (a) fails to perform for a period of thirty (30) days after written notice from the City to Airline and its AAAC Representative in accordance with Section 18.4 any obligation required under this Article 11; or (b) if the obligation cannot be performed within thirty (30) days and Airline has failed to initiate corrective action within the thirty (30) days of the City’s notice or fails to diligently pursue such
corrective action once initiated, then the City may perform such obligation of Airline (or its Affiliate, Alliance Partner, Contractor or Sublessee) without further notice and charge Airline for the costs of its performance plus an administrative fee of fifteen percent (15%); provided, however, that if Airline’s (or its Affiliate, Alliance Partner, Contractor or Sublessee’s) failure to perform any such obligation endangers the health or safety of persons or the safety of operations at the Airport and the City so states in its notice to Airline, the City may perform such obligation of Airline (or its Affiliate, Alliance Partner, Contractor or Sublessee) without waiting thirty (30) days after its notice if Airline does not take prompt action to address the issue after City has given such notice and charge Airline for its costs of its performance plus an administrative fee of twenty-five percent (25%). For any notices relating to this Section 11.3, the parties agree that written notice (in the forms provided in Section 18.4) is required but that the City may, at its option, provide supplemental notice by electronic mail to Airline and its AAAC Representative.

11.4 Utilities

11.4.1 Airline shall be solely responsible for paying all utilities provided to Airline, its Contractors, agents and employees at the Premises to the extent such utilities are metered or otherwise calculated to identify usage by Airline, its contractors, agents and employees at the Premises, provided that such metering or calculation is applied to Air Carriers on a non-discriminatory basis throughout the Airport.

11.4.2 The City shall provide or cause to be provided the following utility services to the Premises in reasonable amounts and at pressures appropriate for airline operations: water, electricity, gas, fire suppression systems, sewage outlets, heating, ventilation and air conditioning. The City shall reasonably determine the points in the Premises where such services will be made available to Airline, after consultation with Airline. In the event Airline desires to change the points of supply by the City, the expense of making such changes or alterations shall be at the sole cost of Airline. Any additional utility services requested by Airline and not otherwise provided by the City shall be provided only with the City’s approval and shall be subject to separate tariffs imposed, if any, by the applicable utility.

11.4.3 Except where, and to the extent, caused by any willful and wanton act of the City, its agents, employees, contractors, officers, directors or predecessors in interest, Airline expressly waives any and all claims against the City for damages arising or resulting from failures or interruptions of utility services or any failure of performance by an independent party providing utility services to the Premises, including electricity, gas, water, plumbing, sewage, telephone, communications, heat, ventilation, air conditioning, or for the failure or interruption of any public or passenger conveniences.

11.5 City Ownership of Airport

Airline agrees and irrevocably elects, with respect to itself and any successors in interest under this Agreement it will not claim depreciation or an investment credit for purposes of federal income taxes with respect to any portion of the Airport except an improvement or project that has been solely financed by Airline.
Article 12

CONSORTIUM

12.1 Equipment and Services Consortium

The City acknowledges that a group of Air Carriers may choose to form an Equipment and Services Consortium. In such event, the City will negotiate in good faith in an effort to reach an agreement with the Equipment and Services Consortium pursuant to which the Consortium would operate and maintain certain specified equipment and perform specified services at the Airport.

Article 13

INDEMNIFICATION AND INSURANCE

13.1 Indemnification

13.1.1 Airline agrees to defend, indemnify and hold harmless the City Indemnified Parties to the maximum extent allowed by applicable statutes and case law, from and against any and all Claims, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property, arising out of or relating to:

(a) the tortious acts or omissions of Airline or its Associated Parties;

(b) Airline’s or its Associated Party’s use or occupancy of the Airport and the Premises;

(c) the violation by Airline of this Agreement or of any law, ordinance, regulation or court order affecting the Airport; or

(d) suits of whatever kind or nature alleging violations of any federal or state laws as a result of any actions taken by Airline or its Associated Parties, or Airline’s failure to comply with obligations imposed upon Airline or its Associated Parties, pursuant to this Agreement;

and Airline will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. To the extent City Indemnified Parties reasonably expend any cost and expense, including attorney fees, in investigating or responding to such claims, demands and suits, Airline will reimburse the City Indemnified Parties for all such costs and expense, subject to Section 13.1.7.

13.1.2 Without limiting the foregoing, Airline also agrees to defend, indemnify and hold harmless the City Indemnified Parties:
(a) from and against any and all claims or liability for compensation under any workers’ compensation statute arising out of the injury or death of any employee of Airline. Airline shall cause its licensees and Contractors to maintain in effect at all times workers’ compensation insurance as required by law; and

(b) from, and to assume all liability for, and to pay, all taxes and assessments for payment of which the City may become liable and which by law may be levied or assessed on the Premises occupied by Airline pursuant to this Agreement (excluding those taxes which are the City’s responsibility pursuant to Section 11.2.2), or which arise out of the operations of Airline or by reason of Airline’s occupancy of its Premises. However, Airline may, at its own risk, cost and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are necessary to permit Airline to contest or appeal the same. Airline shall be responsible for obtaining bills for all of said taxes and assessments for which Airline is responsible directly from the taxing authority and shall promptly deliver to the City copies of receipts of payment. In the event the City receives any tax billings, it will forward said billings to Airline as soon as practicable.

13.1.3 Without limiting the foregoing, Airline shall cause any Contractor to agree to protect, defend, indemnify and hold the City Indemnified Parties free and harmless from and against any and all claims, damages, demands, and causes of action of all kinds including claims of property damage, injury or death, in consequence of granting the relevant Contract or arising out of or being in any way connected with the Contractor’s performance under this Agreement except for matters shown by final judgment to have been caused by or attributable to the negligence of any City Indemnified Party to the extent prohibited by 740 ILCS 35/1 et seq. The indemnification provided herein shall be effective to the maximum extent permitted by applicable statutes. To the extent Contractor fails to defend any and all claims, demands or suits against the City Indemnified Parties including claims by any employee, Contractors, agents or servants of Contractor even though the claimant may allege that a City Indemnified Party is or was in charge of the work or that there was negligence on the part of a City Indemnified Party, Airline shall be responsible for such defense. To the extent City Indemnified Parties reasonably expend any cost and expense, including attorney fees, in investigating or responding to such claims, demands and suits, Airline will reimburse the City Indemnified Parties for all such costs and expense, subject to Section 13.1.7. “Injury” or “damage,” as such words are used in this Section 13.1 shall be construed to include injury, death or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors, agents, servants or employees, of any scaffolding, hoist, cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by the City. Notwithstanding Airline’s obligation to cause any Contractor to agree to the requirements set forth in this Section 13.1.3 Airline’s failure to cause Contractor to do so shall not constitute a breach hereof, provided that Airline performs all such actions Contractor would have been required to perform under this Section 13.1.3, including indemnifying and defending the City, itself.

13.1.4 The City shall notify Airline as soon as practicable of each Claim in respect of which indemnity may be sought by the City against Airline hereunder, setting forth the
particulars of such Claim, and shall furnish Airline with a copy of all judicial filings and legal process and any correspondence received by the City related thereto.

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

13.1.6 Without limiting the generality of any other provision hereof, Airline shall reimburse the City for the cost of any and all reasonable attorney’s fees and investigation expenses and any other reasonable costs incurred by the City in the investigation defense and handling of said suits and claims and in enforcing the provisions of this Agreement.

13.1.7 Notwithstanding the provisions of this Section 13.1, in the event that the City and Airline mutually agree or a court of competent jurisdiction determines by a final order that (a) a City Indemnified Party’s negligence is at least fifty-one (51%), or (b) a City Indemnified Party’s willful and wanton misconduct is any percentage, of the total fault which proximately caused the Claims, Airline’s obligation to indemnify the City for amounts to be paid in connection with the Claims shall be limited to the amount attributable to Airline’s and its Associated Parties’ proportionate share of the total fault which proximately caused the Claims. The City and Airline agree, however, that this Section 13.1.7 is not intended to obviate or lessen in any way Airline’s duty to defend the City Indemnified Parties; provided, however, that to the extent the City and Airline mutually agree or a court of competent jurisdiction rules that the Claims were the result of the sole negligent act or omission or the willful and wanton misconduct of a City Indemnified Party, the City shall reimburse Airline for its proportionate share of the costs of defense, including, but not limited to, attorneys’ fees and court costs. For the avoidance of doubt, the City shall reimburse Airline for all defense costs Airline incurred with respect to defending the City Indemnified Parties against Claims to the extent that the City and Airline mutually agree or a court of competent jurisdiction rules that such Claims were the result of the sole negligent act or omission of a City Indemnified Party.

13.1.8 Notwithstanding the provisions of this Section 13.1, Airline’s indemnification obligations for Environmental Claims are set forth in Section 14.7.

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

13.1.10 Subject to Section 13.1.7, Airline shall be liable for any loss or damage to any personal property or equipment of Airline, its agents, servants, employees, officials, or independent contractors.
13.1.11 Airline waives the right of contribution against the City Indemnified Parties, subject to Section 13.1.7, and subrogation against the City Indemnified Parties.

13.1.12 In the event that Airline is accommodated by another Signatory Airline pursuant to Article 5, Airline’s indemnification obligations under this Section 13.1 to the City and City Indemnified Parties shall also apply to the accommodating Signatory Airline to the extent of Airline’s use of the accommodating Signatory Airline’s space.

13.1.13 This Section 13.1 shall survive expiration or early termination of this Agreement. Airline understands and agrees that any insurance protection furnished by Airline pursuant to Section 13.2 shall in no way limit Airline’s responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

13.2 Insurance

13.2.1 Insurance Coverage Required. Airline shall procure and maintain at all times, at Airline’s own expense, the types of insurance specified below, with insurance companies having an AM Best rating of A- or better, financial size rating of IV or better; or for those insurance companies not subject to AM Best’s rating (a) an equivalent financial strength rating from S&P or (b) as determined by the City in its sole discretion, a similar nationally or internationally recognized reputation and responsibility, or as reasonably approved by the City, covering all operations under this Agreement performed by Airline. The kinds and amounts of insurance required are as follows:

(a) Workers’ Compensation and Employer’s Liability Insurance. Workers’ Compensation Insurance, as prescribed by Applicable Law, covering all employees who are to provide a service under this Agreement with statutory limits. Such insurance shall include Employer’s Liability Insurance coverage with limits of not less than $1,000,000 each accident; $1,000,000 disease-policy limit; $1,000,000 disease-each employee. Coverage shall include other states endorsement, alternate employer and voluntary compensation, when applicable.

(b) Commercial General/Airline Liability Insurance (Primary and Umbrella). Commercial General/Airline Liability Insurance or equivalent coverage with limits of not less than $750,000,000 per occurrence and in the aggregate for war risks and allied peril, for Air Carriers using passenger aircrafts with 100 seats or more and $500,000,000 per occurrence and in the aggregate for war risks and allied peril, for Air Carriers using passenger aircrafts with less than 100 seats for bodily injury (including death), personal injury, property damage liability, and aircraft liability (including passengers), including a $25,000,000 sublimit for personal injury to non-passengers. Such insurance shall include but not be limited to: all premises and operations, products/completed operations, war risk and allied peril liability (including terrorism), liability for any auto (owned, non-owned and hired) including liability for vehicles on the restricted access area of the Airport, including but not limited to baggage tugs, aircraft pushback tugs, air stair trucks and belt loaders, mobile equipment, hangar keepers liability, cargo liability, explosion, collapse, underground, separation of insureds, defense, independent contractors (if commercially available), liquor liability and blanket contractual liability (not to include Endorsement CG 21 39 or equivalent).
The City shall be named as an additional insured on the policy and coverage shall be at least as broad as that afforded the named insured. Also, in the event that a Signatory Airline accommodates Airline pursuant to Article 5, such Signatory Airline shall be named as an additional insured on the policy and coverage shall be at least as broad as that afforded the named insured. The additional insured coverage shall not have any limiting endorsement or language under the policy such as but not limited to, Airline’s sole negligence or the City vicarious liability. Airline’s insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by the City.

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

(c) **Automobile Liability Insurance (Primary and Umbrella).** When any motor vehicles are used in connection with work to be performed by or on behalf of Airline, Airline shall provide Automobile Liability Insurance with limits of not less than $10,000,000 per occurrence combined single limit, for bodily injury and property damage for any auto including owned, non-owned or hired autos; provided, however, that Airline may reduce the foregoing amount to $1,000,000 per occurrence combined single limit so long as Airline’s Commercial General/Airline Liability Insurance or equivalent coverage includes excess auto liability. The City and any Signatory Airline accommodating Airline pursuant to Sections 5.5 or 5.6 shall be named as an additional insured on a primary, non-contributory basis.

(d) **All Risk Builders Risk Insurance.** When Airline undertakes any construction at the Airport, including improvements, betterments or repairs, Airline shall provide or cause its Contractor to provide All Risk Blanket Builder’s Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage extensions shall include boiler and machinery, earthquake and flood.

(e) **All Risk Property Insurance.** All Risk Property Insurance shall be maintained at replacement cost valuation basis covering all loss, damage, or destruction for Airline’s improvements and betterments on the Premises and personal property in Airline’s care, custody and control at the Airport. Coverage shall include but not limited to boiler and machinery, earthquake, flood, sprinkler leakage, debris removal and business interruption and extra expense. The City and any Signatory Airline accommodating Airline pursuant to Sections 5.5 or 5.6 shall be named as a loss payee, as their interests may appear. Airline shall be responsible for all loss or damage to personal property owned, rented or used by Airline.

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

(g) Pollution Liability Insurance. Pollution Liability Insurance shall be provided covering bodily injury, property damage, clean-up and other losses caused by pollution conditions or incidents including any Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material with limits of not less than $10,000,000 per pollution condition or loss and $10,000,000 annual aggregate. Coverage shall include but not be limited to: response to and remediation of new, preexisting, known and unknown on-site and off-site pollution conditions and incidents, emergency response costs, repairs, removals, abatement, corrective actions, transportation, contractual liability and defense. When policies are renewed, the policy retroactive date shall coincide with, or precede, start of work in connection with the Agreement. A claims-made policy which is not renewed or replaced shall have an extended reporting period of two (2) years. The City and any Signatory Airline accommodating Airline pursuant to Sections 5.5 or 5.6 is to be named in the policy as an additional insured.

Coverage shall also include but not be limited to (a) underground and above ground storage tank(s) owned or operated by Airline or its Associated Parties including any on site integral piping or dispensing equipment at the Airport and (b) any structural controls (above-ground or below-ground) used to treat sanitary sewer waste and storm water runoff operated by Airline or Associated Parties on the Premises, as set forth in Section 14.1.6 (Environmental Article).

As an alternative to obtaining Pollution Liability Insurance, Airline may provide for reasonable limits of self-insurance as agreed with the City against the environmental risks that would be covered by a third-party insurer providing Pollution Liability Insurance. If Airline self-insures against such environment risks, Airline shall make available its financial statement on-line. All amounts paid to the City by Airline on account of any self-insurance program shall be deemed insurance proceeds for purposes of this Agreement.

13.2.2 Additional Requirements

(a) Evidence of Insurance. Airline will furnish the Commissioner and any Signatory Airline accommodating Airline pursuant to Sections 5.5 or 5.6, with original Certificates of Insurance (or copies thereof) and a copy of the additional insured endorsements where applicable evidencing the coverage required to be in force on the date of this Agreement, as well as renewal Certificates of Insurance and additional insured endorsements, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Airline shall submit evidence prior to the Effective Date. The receipt of a certificate or other insurance evidence does not constitute an agreement by the City that the insurance coverage required in this Agreement has been fully met or the insurance policies indicated on the certificate or other evidence of insurance provided are in compliance with all the Agreement requirements. Failure of the City to obtain certificates or any other insurance evidence from Airline showing compliance with these requirements of the Agreement is not a waiver by the City of any requirements for Airline to obtain and maintain the specified coverages. Airline shall
advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Airline for liabilities that may arise from or relate to the Agreement. The City reserves the right to inspect complete, certified policy copies (or electronic copies thereof) of any required insurance at a mutually agreed location within the State of Illinois within ten (10) days of the City’s written request.

(b) Failure to Maintain Insurance. The insurance hereinbefore specified shall be carried during the term of this Agreement. Failure to carry or keep such insurance in force shall constitute a violation of the Agreement and an Event of Default under Section 17.1. To the extent there is such a failure, the City shall provide written notice thereof and Airline shall have fifteen (15) business days to cure such failure, after which the City may exercise any remedy in Article 17 or any other remedies under this Agreement until proper evidence of insurance is provided.

(c) Notice of Cancellation, Material Change and Non-Renewal. Airline shall provide for thirty (30) days’ advance notice to the City in the event coverage required in this Agreement (except coverage for war and allied peril risk for which Airline shall provide seven (7) days’ advance notice or such other period as may be agreed by the City and Airline) has substantially changed, canceled, or non-renewed. Upon the earlier of Airline’s receipt of a cancellation notice for non-payment of premium or Airline’s knowledge thereof, Airline shall provide immediate notice to the City of such cancellation or impending cancellation with Airline’s written plan for curing such non-payment and preventing non-payment of premiums thereafter.

(d) Insurance Required of Contractors, Affiliates and Sublessees. In each contract with any Contractor, Affiliate or Sublessee, Airline shall require such Contractor, Affiliate or Sublessee to obtain insurance coverages to adequately cover risks associated with any such Contractor, Affiliate or Sublessee that are reasonably appropriate in their limits and other terms and conditions to the nature of the contract and standard in the industry within which such Contractors, Affiliate or Sublessee practices. Such coverages shall insure the interests of the City, its employees, elected officials, agents and representatives including naming the City of Chicago as an additional insured on an additional insured form acceptable to the City. Airline is also responsible for ensuring that each Contractor, Affiliate and Sublessee has complied with the required coverage and terms and conditions outlined in this Section 13.2.2. When requested by the City, Airline shall provide, or cause to be provided, to the City certificates of insurance and copies of additional insured endorsements or such other evidence of insurance, acceptable in form and content to the City. The City reserves the right to inspect complete, certified policy copies (or electronic copies thereof) of any required insurance at a mutually agreed to location within the State of Illinois within ten (10) days of the City’s written request. Failure of any Contractor, Affiliate or Sublessee to comply with required coverage and terms and condition outlined herein will not limit Airline’s liability or responsibility hereunder.

(e) No Limitation as to Airline’s Liabilities. Airline expressly understands and agrees that any insurance coverages and limits furnished by Airline shall in no way limit Airline’s liabilities and responsibilities specified within this Agreement or by Applicable Law.
(f) **Waiver of Subrogation.** Airline waives and shall cause its insurers to waive, and Airline shall cause each of its Contractors, Affiliate and Sublessors and each of Contractor’s, Affiliate’s and Sublessor’s insurers to waive, their respective rights of subrogation against the City Indemnified Parties for recovery of damages to the extent these damages are covered by the following insurance obtained by Airline pursuant to this Agreement: (1) Worker’s Compensation and Employer’s Liability Insurance; (2) Commercial General/Airline Liability Insurance (primary and umbrella); (3) Automobile Liability Insurance; (4) All Risk Blanket Builder’s Risk Insurance; and (5) All Risk Property Insurance. With respect to the waiver of subrogation for Worker’s Compensation and Employer’s Liability Insurance, Airline shall obtain an endorsement equivalent to WC 00 03 13 to effect such waiver.

In the event the insurers of Airline, or the insurers of any Contractor, Affiliate or Sublessor, should seek to pursue contribution or a subrogation claim against the City, Airline shall be responsible to pay all cost of defending such claims, including actual attorney’s fees of counsel of the City’s choosing, subject to Section 13.1.7.

(g) **Airline Insurance Primary.** Airline expressly understands and agrees that any insurance maintained by the City shall apply in excess of and not contribute with insurance provided by Airline under this Agreement. All insurance policies required of Airline under this Agreement shall be endorsed to state that Airline’s insurance policy is primary and not contributory with any insurance carried by the City.

(h) **Insurance Limits maintained by Airline.** If Airline maintains higher limits than the minimum required herein, the City requires and shall be entitled to coverage for the higher limits maintained by Airline. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City, as their interest may appear.

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

(j) **Other Insurance obtained by Airline.** If Airline desires additional coverages, Airline shall be responsible for the acquisition and cost.

(k) **Self-Insurance of Airline.** Airline may not self-insure any portion of any limit of primary coverage required hereunder unless specifically permitted under this Section 13.2 or otherwise permitted by the City in extraordinary circumstances. It is understood that in any instance in which Airline is permitted to and chooses to self-insure a portion of the limit of primary coverage required hereunder, Airline, as a self-insurer, has the same duties and obligations to the City (e.g. obligation to provide a defense for covered claims) and to the City’s liability insurer(s) as a primary liability insurer has to excess insureds and excess insurers under a standard ISO policy form even though Airline’s self-insurance is not on a standard ISO form. For purposes of this subsection, self-insurance shall not be construed to include deductibles that apply on a per-occurrence basis.
City’s Right to Modify. The City maintains the right, based on commercially reasonable standards, to modify, delete, alter or change the requirements set forth under this Section 13.2 with thirty (30) days’ prior written notice to Airline.

13.3 City’s Insurance

The City shall maintain in force during the Term commercial general liability and property insurance relating to its ownership, maintenance, use and occupancy of the Airport as determined by and as required by the Bond Indenture and Applicable Laws.

Article 14

ENVIRONMENTAL MATTERS

14.1 Airline Representations, Warranties, and Covenants

Airline represents, warrants, and covenants the following with respect to its use of the Airport pursuant to this Agreement:

14.1.1 Airline has obtained and throughout the term of this Agreement shall regularly maintain and timely update all applicable licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws, for conducting its operations at the Airport during the term of this Agreement. Airline shall ensure that its Associated Parties obtain, maintain and update all applicable licenses, permits, registrations and other authorizations required by Environmental Law pertaining to its and their use of and operations at the Airport.

14.1.2 Airline shall comply, and shall ensure that its Associated Parties comply, with all applicable Environmental Laws pertaining to its and their use of and operations at the Airport.

14.1.3 Airline shall not conduct its operations at the Airport during the Term of this Agreement in such a manner so as to cause, unlawfully allow or contribute to, and shall ensure that its Associated Parties do not cause, unlawfully allow or contribute to:

(a) any Release, Discharge or Disposal of any Hazardous Substance or Other Regulated Material at the Airport, unless authorized by an Environmental Law;

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

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

(e) any emissions to the air in violation of any applicable Environmental Law that results in an exceedance of an applicable emission standard at the Airport or of any terms or conditions of any of Airline’s air permits.

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

14.1.5 Airline shall be, and shall ensure that its Associated Parties are, responsible for the proper transportation and Disposal of all Hazardous Substances or Other Regulated Material generated by Airline or its Associated Parties, or resulting from Airline’s use, activities, and operations, at the Airport during the term of this Agreement, including those activities and operations conducted by its Associated Parties. In such cases, in the event a signature as “Generator” is required on waste manifests, waste profile sheets or generator’s certifications of non-special waste, Airline shall ensure that either Airline or its appropriate Associated Party(ies) signs such documents. Airline shall be responsible for the proper removal, transportation, and Disposal of Hazardous Substances or Other Regulated Material confiscated by the Transportation Security Agency or the City, but only with respect to such Hazardous Substances or Other Regulated Material obtained from Airline’s passengers’ checked baggage.

14.1.6 Airline shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of any structural controls (above-ground or below-ground), as defined below, used to treat sanitary sewer waste and storm water runoff operated by Airline or its Associated Parties on the Premises during the term of this Agreement. Maintenance frequencies for any such structural controls shall be established by Airline in a reasonable manner in accordance with industry standards and applicable Environmental Law to ensure effective operation of such controls and to prevent failures of such controls that could result in the Discharge, Release or Disposal of pollutants in violation of any applicable Environmental Law. Airline shall ensure that environmental records required to be kept by applicable law, including the O’Hare SWPPP, are maintained on-site for a period of three (3) years, unless a different document retention requirement is provided by applicable law. Structural controls to be maintained by Airline shall include, but not be limited to: oil/water separators (both storm and sanitary sewer), grease traps, sand traps, diversion valves, shut-off valves, storm sewer drain filters, trench drains, catch basins, rain gardens, and retention/holding ponds and any other structural controls. Airline shall remove and properly Dispose of any Waste in said designated structural controls maintained by Airline prior to vacating the Premises.

14.1.7 Airline shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of any air pollution control equipment required by any
applicable Environmental Law operated by Airline or its Associated Parties on the Premises during the term of this Agreement. Maintenance frequencies for any such air pollution control equipment shall be established by Airline in a reasonable manner in accordance with industry standards, the provisions of applicable air permits and applicable Environmental Law to ensure effective operation of such equipment and to prevent failures of such equipment that could result in the emission of pollutants in violation of any applicable Environmental Law. Airline shall ensure that environmental records required to be kept by applicable law are maintained on-site for a period of three (3) years, unless a different document retention requirement is provided by applicable law. The air pollution control equipment units to be maintained by Airline shall include, but are not limited to: scrubbers, filters, adsorbers, condensers, precipitators, and other equipment. Airline shall remove and properly Dispose of any Waste in said designated air pollution control equipment operated by Airline prior to vacating the Premises.

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

14.1.9 Airline acknowledges that the City is subject to certain NPDES permits, state and federal storm water regulations, federal and state effluent limitation guidelines, and MWRD standards for operations at the Airport. Airline shall conduct operations and activities at the Airport, including but not limited to de-icing, anti-icing, and construction, and shall ensure that its Associated Parties conduct operations and activities at the Airport in compliance with applicable Environmental Laws. Airline acknowledges that its reasonable cooperation is necessary to ensure Airport’s compliance with any applicable NPDES storm water permits and effluent limitation guidelines under Environmental Laws. Airline shall minimize the exposure to storm water of materials generated, stored, handled, or used by Airline or its Associated Parties at the Airport including Hazardous Substances or Other Regulated Material, by implementing and requiring implementation of certain written “Best Management Practices” as defined by and required under Environmental Laws, and shall make them available to the City upon reasonable request. Airline further acknowledges that any effluent limitation guidelines in any NPDES storm water discharge permit issued to the City and timely provided to Airline applicable to Airline are incorporated by reference into this Agreement to the extent affecting Airline’s operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or necessitating Airline’s reasonable cooperation to assure the City’s compliance therewith. The City shall provide advance notice to Airline of and a reasonable opportunity to comment on, and shall otherwise endeavor to negotiate reasonable and cost effective terms and conditions of, any permits issued to the City which may affect Airline’s operations at or use of
the Airport or operations or activities conducted on its behalf at the Airport, or which may necessitate Airline’s reasonable cooperation to assure the City’s compliance therewith.

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

14.1.11 Airline, prior to vacating or surrendering any portion of its Premises for any reason, shall:

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

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

(c) comply with applicable Environmental Laws regarding the closing or removal from service of any underground or aboveground tanks, vessels, and containers operated or owned by Airline or its Associated Parties and located on Airline’s Premises, provided, however, that Airline shall have no such obligation with respect to any airport hydrant fuel system maintained by an airport fueling consortium.

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

14.2 Right of Entry to Perform Environmental Inspections and Sampling

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

14.2.2 Airline shall cooperate, and shall ensure that its Associated Parties cooperate, in allowing prompt, reasonable access to the City to conduct such inspection, assessment, audit, sampling, or tests. In the exercise of its rights under this Section, the City shall not unreasonably interfere with the authorized use and occupancy of the Premises by Airline or Airline’s Associated Parties. Airline remains solely responsible for its environmental, health, and safety compliance, notwithstanding any City inspection, audit, or assessment.

14.3 **Information to be Provided to the City**

14.3.1 If Airline receives any written notice, citation, order, warning, complaint, claim or demand regarding Airline's use of, or operations at, the Premises during the term of this Agreement or other property at the Airport used by Airline pursuant to this Agreement that is not legally privileged, made confidential by applicable law, or protected as trade secrets:

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

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

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

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

14.3.2 Airline shall simultaneously provide to the City copies of its submittals of any non-privileged reports or notices required under Environmental Laws to any governmental agency regarding:

(a) Airline’s or its Associated Parties’ alleged failure to comply with any Environmental Laws at the Premises or other property at the Airport used by Airline pursuant to this Agreement, or

(b) any Release or Discharge arising out of the past or present operations at or use of the Premises or other property at the Airport used by Airline or its Associated Parties pursuant to this Agreement.
14.3.3 In connection with any matter arising under Section 14.3.1 above, Airline shall make available, within ten (10) business days of Airline’s receipt of the City’s written request, subject to document retention requirements provided by applicable law, the non-privileged documents that Airline has submitted to any governmental agency pertaining to the environmental compliance status of Airline’s operations at or use of the Premises or other property at Airport used pursuant to this Agreement by Airline, including without limitation any and all non-privileged records, permits, permit applications, test results, sample results, written or electronic documentation, studies, or other documentation regarding environmental conditions or relating to the presence, use, storage, control, Disposal, or treatment of any Hazardous Substance or Other Regulated Material by Airline or its Associated Parties at the Premises or other property at the Airport used by Airline pursuant to this Agreement.

14.4 Airline’s Environmental Response and Compliance Obligations

14.4.1 Without limiting the indemnity obligations of Section 14.7, if, during the term of this Agreement, Airline or any of its Associated Parties causes, unlawfully allows or contributes to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material (including, but not limited to those which contaminate or pollute any air, soil, Waters, storm sewer, detention basin, other stormwater infrastructure, or conveyance system) in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in an applicable Environmental Law including the O’Hare Spill Response Guide, at any portion of the Airport or adjacent Waters, in connection with their operations at the Premises or at other property at the Airport used by Airline pursuant to this Agreement, Airline shall perform or shall cause to be performed, consistent with the provisions of Section 14.5, the following:

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

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

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

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

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

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

14.4.2 Any remedial or other activity undertaken by Airline under this Article shall not be construed to impair Airline’s rights, if any, to seek contribution or indemnity from any person, consistent with the terms and limitations of this Agreement, including Section 14.7, below.

14.4.3 Airline shall not be responsible under this Section 14.4 for a Discharge, Release, or Disposal to the extent caused by another Air Carrier that the City has compelled Airline to accommodate pursuant to Sections 5.5 and 5.6.

14.5 Investigation, Remediation, or Corrective Action Process

Before commencing any subsurface soil, surface water, stormwater, or groundwater investigations, removals, remediation, or corrective actions that Airline or Airline’s Associated Parties are required to perform at the Airport under this Agreement, including any such actions mandated in Section 14.4, and except for immediate removal actions required by Environmental Laws and otherwise undertaken pursuant to Section 14.4, Airline shall promptly provide any proposed plans for such investigations, removals, remediation, or corrective actions to the City for approval in accordance with applicable Environmental Laws, which shall not be unreasonably withheld or conditioned. The work shall be performed in a diligent manner consistent with the time(s) prescribed by Environmental Laws and relevant governmental authorities and at Airline’s expense, and the City shall have the right to review and inspect all such work at any time using consultants and representatives of the City’s choice, at the City’s expense. Specific cleanup levels for any environmental removals, remediation or corrective actions shall comply with applicable Environmental Laws, with commercial and industrial remediation standards being applied to such actions consistent with the use of the Airport for such purposes. Airline may also utilize institutional controls and other engineered barriers as part of any removals, remediation or corrective actions to the extent authorized by Environmental Laws and approved by the City in writing, which shall not be unreasonably withheld. In the event deed recordation by the City is necessary for the utilization of commercial and industrial remediation standards or other controls as part of any removals, remediation or corrective actions or any other costs and expenses are incurred in connection with the use of such standards or controls Airline shall reimburse the City for all deed recordation fees and reasonable attorneys’ fees incurred in connection with such recordation. Airline shall, at Airline’s own cost and expense, have all tests performed, and reports and studies prepared, and shall provide such information to any governmental agency as may be required by applicable Environmental Laws, with a copy simultaneously provided to the City. This obligation includes but is not limited to any requirements for a site characterization, site assessment, remediation objectives report, remedial action plan, and remedial action completion report that may be necessary to comply with applicable Environmental Laws.

14.6 The City’s Rights to Ensure Airline’s Compliance with Environmental Response and Compliance Obligations
14.6.1 If, as is reasonably determined by the City, Airline, Airline’s Associated Parties or their Associated Parties:

(a) do not take appropriate Response actions required by applicable Environmental Laws in response to a Release, Discharge or Disposal for which it is responsible under Section 14.4, within the time(s) prescribed by such Environmental Law(s) and relevant governmental authorities; or

(b) do not perform or complete reporting, notifications, investigations, removals, remediation, corrective actions, or closure actions for which it is required under Section 14.4 within the time(s) prescribed by applicable Environmental Laws and relevant governmental authorities, or within the time reasonably necessary to enable the City to meet its obligations under Environmental Laws (subject to the condition that, in the case of both Sections 14.6.1(a) above and this 14.6.1(b), the City must first provide reasonable advance written notice to Airline of Airline’s failure to comply with such obligations and a reasonable opportunity for Airline to cure such failure to comply by Airline initiating or recommencing any such actions consistent with required schedules (including exercising its legal right to reasonably and in good faith challenge such alleged obligation to comply), but in any event not to exceed forty-five (45) days, except in emergency circumstances in which such advance notice is not possible), then the City or its authorized contractor, in addition to its rights and remedies described elsewhere in this Agreement and otherwise available at law, in equity, or otherwise, may, at its election, upon reasonable notice, enter the affected area, and take whatever action the City reasonably deems necessary to meet Airline’s obligations under Environmental Laws, within the time required under such Environmental Laws, consistent with the requirements of Section 14.4. In addition to notice and opportunity to cure as set forth in this Section 14.6.1(b), the City shall provide Airline with its plan to perform such work for Airline’s review and comment at least seven (7) business days before the commencement of such work, which comments shall be reasonably considered by the City, except in emergency circumstances where such advance notice is not possible. Such action taken by the City consistent with the requirements of this Agreement shall be at Airline’s expense plus administrative expenses of the greater of Five Hundred Dollars ($500.00) or 25% of all costs incurred by the City, including but not limited to reasonable attorneys’ and consultants’ fees and expenses, monetary fines and penalties, litigation costs or costs incurred in anticipation of litigation, expert witness fees, and expenses of investigation, removal, remediation, or other required plan, report, or Response action performed in accordance with applicable Environmental Laws.

14.6.2 Except as set forth in Section 14.6.3, below, if the City cannot identify with commercially reasonable effort any of the parties causing, unlawfully allowing, contributing to or responsible for a Release, Discharge, or Disposal at or from the Airport requiring the completion of appropriate Response actions as provided in Section 14.4.1, then City shall provide reasonable advance written notice to Airline of its intention to take actions, to the extent of Airline’s obligations for such actions as provided in Section 14.4.1, to report, repair, contain, investigate, remove, correct or remediate such Release, Discharge, or Disposal consistent with the requirements of Section 14.4. Airline shall thereafter be afforded a reasonable opportunity (not to exceed forty-five (45) days) to commence such actions or provide the City with information on the identity of the party or parties causing, contributing to, or responsible for such Release, Discharge, or Disposal, which information shall be considered in good faith by the City.
and, as appropriate, shall provide a basis for the City's pursuit of any responsible parties consistent with the provisions of Section 14.6.1. In addition to the above written notice, the City shall provide Airline with its plan to perform such actions for Airline's review and comment at least seven (7) business days before the commencement of any work (except in emergency circumstances in which such advance notice is not possible), which comments shall be reasonably considered by the City, after which the costs of such actions, if implemented by the City, shall be allocated by the City to Airline-Supported Cost Centers.

14.6.3 In the event a Release or Discharge, or Disposal in violation of Environmental Law which occurred prior to the Effective Date is encountered on any portion of Airline’s Preferential Use Premises that Airline also leased as the equivalent of Exclusive or Preferential Use Premises under its Prior Use and Lease Agreement, Airline shall be deemed to be responsible for all costs incurred in connection with such contamination, including investigation, removal, remediation, or other required plan, report, or Response action, unless Airline provides clear evidence demonstrating that another party is fully responsible. This presumption shall not apply to any portion of Airline’s Preferential Use Space not previously leased by Airline under its Prior Use and Lease Agreement.

14.6.4 Nothing in this Section 14.6 is intended or shall be construed so as to prevent the City or Airline from exercising, in their reasonable discretion, any rights granted or available elsewhere in this Article, in this Agreement, or by law.

14.7 Environmental Indemnification and Reimbursement

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

(a) the breach by Airline of any representation or warranty made in this Article; or

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

(c) documented loss by any Environmental Indemnitee(s) from any Environmental Claim, to the extent caused, unlawfully allowed or contributed to by the unauthorized Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material by Airline or by its Associated Parties or the failure of Airline or any Associated Party to comply with applicable Environmental Laws in connection with the operations of Airline or its Associated Parties at the Premises or at other property at the Airport used by Airline pursuant to this Agreement, during the term of this Agreement;

14.7.2 Notwithstanding the provisions of this Section 14.7, in the event that the City and Airline mutually agree or a court of competent jurisdiction determines by a final order that an Environmental Indemnitee’s negligence or willful and wanton misconduct is at least fifty-one (51%) of the total fault which proximately caused the Environmental Claims,
Airline’s obligation to indemnify the Environmental Indemnitee for amounts to be paid in connection with the Environmental Claims shall be limited to the amount attributable to Airline’s and its Associated Parties’ proportionate share of the total fault which proximately caused the Environmental Claims. The City and Airline agree, however, that this Section 14.7.2 is not intended to obviate or lessen in any way Airline’s duty to defend the Environmental Indemnities; provided, however, that to the extent the City and Airline mutually agree or a court of competent jurisdiction rules that the Environmental Claims were the result of the sole negligent act or omission or the willful and wanton misconduct of an Environmental Indemnitee, the City shall reimburse Airline for its proportionate share of the costs of defense, including, but not limited to, attorneys’ fees and court costs. For the avoidance of doubt, the City shall reimburse Airline for all defense costs Airline incurred with respect to defending the City Indemnified Parties against Claims to the extent that the City and Airline mutually agree or a court of competent jurisdiction rules that such Claims were the result of the sole negligent act or omission of a City Indemnified Party.

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

14.7.4 Except to the extent set forth in Section 14.7.2, above, Airline waives the right of contribution and subrogation against the Environmental Indemnities in connection with Environmental Claims set forth in Sections 14.7.1 and 14.7.3, above.

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

14.7.6 Any claims for environmental matters shall be subject to this Section 14.7 and shall not be subject to the General Indemnity provision of Section 13.1 in this Agreement.

14.8 Limitations

Except pursuant to Sections 14.6.2 and 14.6.3, Airline's obligations under this Article shall not apply to: (a) any Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials that existed at the Airport prior to Airline’s or its corporate predecessor(s)’s initial occupancy or operations at such area(s) of Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials at the Airport, provided that neither Airline or its
corporate predecessor(s) nor any other party under Airline’s or its corporate predecessor(s)’s direction or control, or conducting operations or activities on its or their behalf caused, unlawfully allowed or contributed to such Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials, or caused, unlawfully allowed or contributed to a subsequent Release, Discharge or Disposal of such pre-existing Hazardous Substances or Other Regulated Materials; or (b) Releases, Discharges, or Disposal that migrate onto, into, or from the Premises or the Airport and that were not caused, unlawfully allowed or contributed to by Airline or its corporate predecessor(s) or third parties under Airline's or its corporate predecessor(s)’s direction or control or conducting operations or activities on its or their behalf; or (c) Releases, Discharges, or Disposal on, at, or from the Airport not caused, unlawfully allowed or contributed to by Airline or its corporate predecessor(s) or by its or their Associated Parties, or any other party under Airline’s or its corporate predecessor(s)’s direction or control.

14.9 Baseline Environmental Site Inspection

Prior to Airline’s initial occupancy of, use of, or operations at the Premises, the City shall have the opportunity to perform, at its own expense, an Initial Walk-Through of the Premises regarding the environmental condition of the Premises and their state of compliance with Environmental Laws and produce an Initial Walk-Through report. The City shall provide Airline with an opportunity to participate in the walk-through and review and comment upon the conclusions and findings of the Initial Walk-Through report. In the event pre-existing environmental conditions are encountered, the provisions of Section 14.4 shall apply, except that the provision in Section 14.4.1 limiting Airline’s obligations to incidents during the term of this Agreement shall not apply.

14.10 Concluding Environmental Site Inspection

At least sixty (60) days prior to vacating or surrendering the Premises or any portion of them for any reason, Airline shall provide the City with access to perform a Concluding Walk-Through in order to determine the environmental condition of the Premises or that part of the Premises being vacated, and their state of compliance with the requirements of Section 14.1.11. City shall provide Airline with an opportunity to participate in the walk-through. If the Concluding Walk-Through reveals that Airline has not removed all trash, containers, tanks, structures, debris, residue, and other items, materials and Waste for which Airline or anyone operating on its behalf is responsible as required by Section 14.1.11, or has otherwise failed to comply with the requirements of Section 14.1.11, the City will share its Concluding Walk-Through report and any relevant photographs with Airline. Airline will remove or correct any items to the extent not in compliance with the requirements of Section 14.1.11 within five (5) business days of receipt of said report and photographs or such longer period of time as reasonably requested by Airline to perform the corrective actions. Airline shall leave facilities and equipment being surrendered or vacated by Airline in a state of good repair. However, tanks, structures and other items and materials owned by Airline may revert to the City upon agreement of Airline with the City accepting such tanks, structures and other items and materials in an “as is, where is” condition.

14.11 Airline’s Hazardous Substance-Related Equipment and Fixtures
Any fixed tanks, pumps, chemical or Hazardous Substance or Other Regulated Material containers, pipelines, lines, and equipment or other such fixtures installed by or on behalf of Airline shall at all times remain the property of Airline, and ownership of or responsibility for such equipment shall not pass to the City by virtue of such equipment being installed at the Premises, except pursuant to the agreement of the City and Airline. No such equipment shall be installed without the written consent of the City.

14.12 Waiver

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

14.13 Notice for Environmental Matters

With respect to those provisions of this Article 14 which expressly require the City to provide written notice to Airline, electronic mail to the designated Airline representative will satisfy such requirement. Airline’s representative for receiving environmental notices is designated in the general Notices provisions in Section 18.4.


Unless specifically stated elsewhere herein, the provisions of this Article, including the representations, warranties, covenants and indemnities of Airline, are intended to and shall survive termination of this Agreement.

Article 15

DAMAGE, DESTRUCTION AND CONDEMNATION

15.1 Damage to, Destruction or Condemnation of Airport

If the Airport or any portion thereof shall be damaged or destroyed or is taken as a result of an eminent domain proceeding, all insurance proceeds or proceeds resulting from eminent domain proceedings, as the case may be, shall be applied as provided below:

15.1.1 the City may, at its option, replace, repair, rebuild or restore such portion of the Airport to substantially the same condition as that which existed prior to such damage, destruction or taking, with any alterations and additions as the City may determine; or
15.1.2 the City may, at its option, apply such proceeds to redeem any outstanding GARBs; provided, however, that GARBs may be redeemed only if such damage, destruction or condemnation is of property the acquisition of which was funded with the proceeds of GARBs, and if: (i) the Airport has been restored to substantially the same condition as it had been prior to such damage, destruction or taking; or (ii) the City has determined, in its reasonable discretion, that the portion of the Airport damaged, destroyed or taken is not necessary to the operation of the Airport.

The City shall use reasonable efforts to notify Airline of the City’s determination whether to proceed pursuant to Section 15.1.1 or Section 15.1.2 within six (6) months of the date of such damage, destruction or taking. Notwithstanding anything in this Section 15.1 to the contrary, proceeds resulting from such damage, destruction or taking will be applied consistent with the Bond Indenture.

15.2 Untenantable Conditions

15.2.1 If the Premises occupied by Airline hereunder, or any substantial portion thereof, are damaged, destroyed or taken as result of an eminent domain proceeding and thereby rendered untenantable, then, after consultation with Airline, the City shall replace, repair, rebuild or restore such Premises to substantially the same condition as that which existed prior to such damage, destruction or taking, with any alterations and additions as the City and Airline determine, in all cases subject to the City’s right to operate the Airport.

15.2.2 In addition, if the Premises occupied by Airline hereunder, or any substantial portion thereof, are damaged, destroyed or taken as result of an eminent domain proceeding and thereby rendered untenantable, then, unless the City provides Airline with alternative Premises reasonably satisfactory to Airline, (a) Airline shall not be obligated to pay Airport Fees and Charges for such untenantable portion during such time as it remains untenantable, and (b) if such untenantable portion remains untenantable for more than one (1) year, Airline shall be entitled, upon forty-five (45) days’ prior written notice to the City, to delete such untenantable portion from its Premises Notice; provided that there shall be no abatement or reduction of Airport Fees and Charges or deletion from its Premises Notice at any time where the untenantable condition is caused by the willful or negligent act or omission of Airline or its Associated Parties.

Article 16

COMPLIANCE WITH LAWS AND RULES

16.1 Airport Rules

Airline shall comply, and, to the maximum extent Airline has the legal power to do so, shall cause its agents, employees, guests, invitees and Contractors to comply, with all Airport Rules.
16.2 **Observance and Compliance with Laws**

16.2.1 Airline shall comply, and to the maximum extent Airline has legal power to do so, shall cause its agents, employees, Contractors and licensees to, observe and comply with, and pay all taxes and obtain all licenses, permits, certificates and other authorizations required by, all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, including all rules, regulations and directives of the Federal Aviation Administration. Airline agrees to make a part of and incorporate into this Agreement, by reference or by setting forth at length, at the option of the City, any and all statutes, rules and regulations and any assurances and covenants required pursuant thereto which may now or hereafter be required by the Federal Aviation Administration or other federal, state, county or municipal agency. To the extent applicable, Airline shall comply with the provisions of Exhibit P, “Compliance with Laws,” which may be amended by the Commissioner.

16.2.2 The City shall operate and maintain the Airport in a reasonably prudent manner and in accordance with Applicable Laws.

16.2.3 Airline shall operate and maintain the Premises in a reasonably prudent manner and in accordance with Applicable Laws; provided, however, that this provision shall not be construed as a waiver by Airline to challenge a local law, rule, regulation or ordinance that is pre-empted by State or Federal law.

16.2.4 Notwithstanding anything herein to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such statute or law as may be amended from time to time, (ii) all regulations, rules, executive orders, policies and instructions pertaining to or promulgated pursuant to such statute or law, and (iii) all future statutes, laws, regulations, rules, executive orders, policies and instructions pertaining to the same or similar subject matter.

16.3 **Subordination to Sponsor’s Assurance Agreement**

This Agreement shall be subordinate and subject to the terms of any “Sponsor’s Grant Assurances” or like agreement that has been or may be furnished by the City to the United States of America, its boards, commissions, or agencies, including without limitation the FAA, or that is required by Applicable Laws, as a condition precedent to receiving federal financial assistance for development of the Airport and other Airport programs and activities.

16.4 **Agreements with the United States**

This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the City and the United States, the terms and execution of which have been or may be required to enable or permit the transfer of rights or property to the City for airport purposes, or the expenditure of federal grant funds for Airport improvement, maintenance or development. Airline shall reasonably abide by the requirements of agreements entered into between the City and the United States, as applicable to Airline, and shall consent to amendments and modifications of this Agreement if required by such agreements or if required as a condition of the City’s entry into such agreements.

16.5 **PFC Act and Assurances**
16.5.1 Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall impair the authority of the City to impose a Passenger Facility Charge or to use the Passenger Facility Charge revenue as provided in the Aviation Safety and Capacity Expansion Act of 1990, 49 U.S.C. § 40117 (the “PFC Act”).

16.5.2 Airline acknowledges that the City has given to the United States of America, acting by and through the FAA, certain assurances set forth in the PFC Act and implementing regulations at 14 C.F.R. Part 158 (“PFC Assurances”), and Airline agrees that this Agreement shall be subordinate and subject to the PFC Assurances.

16.5.3 In the event that the FAA or its successors require any modifications or changes in this Agreement as a condition precedent to the collection of PFCs or otherwise complying with the PFC Act, Airline shall not withhold its consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may reasonably be required to collect PFCs or comply with the PFC Act. The City agrees to provide Airline with advance written notice of any provisions that would adversely modify material terms of this Agreement.

16.6 PFCs to be held in Trust for the City

16.6.1 Airline shall hold the net principal amount of all PFCs that are collected by Airline or its agents on behalf of the City pursuant the PFC Act and the rules and regulations thereunder (14 C.F.R. Part 158, the “PFC Regulations”) in trust for the City. For purposes of this Section 16.6, net principal amount shall mean the total principal amount of all PFCs that are collected by Airline or its agents on behalf of the City, reduced by all amounts that Airline is permitted to retain pursuant to Section 158.53(a) of the PFC Regulations.

16.6.2 In the event that Airline fails to make payments of PFCs to the City in accordance with the PFC Regulations, the City may require Airline to establish a PFC trust account pursuant to this Section 16.6.2. In the event the City requires Airline to establish a PFC trust account, and notwithstanding Section 158.49 of the PFC Regulations, upon receipt of PFCs that are collected by Airline or its agents on behalf of the City, Airline shall establish, and shall deposit the net principal amount of such PFCs in, an interest-bearing trust account for the City’s benefit (the “Trust Account”). The Trust Account shall be held in the name of Airline as trustee for the City; provided that the City and Airline mutually agree to terms upon which amounts may be withdrawn from such account upon the joint direction of the City and Airline. If the City and Airline do not so agree, the Trust Account shall be held by an independent third party bank trustee, in which event such trustee’s fees shall be payable by the City. The City shall have the right to select such trustee subject to the approval of Airline, which approval will not be unreasonably withheld. The Trust Account shall be separate from and not commingled with all other Airline funds, including PFCs collected on behalf of other airports. In accordance with Section 158.51 of the PFC Regulations, any amounts required to be remitted to the City under such section shall be paid in any event by Airline, as trustee, or by such third party bank trustee, to the City on or before the date specified in such section first out of the net principal amount, then, to the extent of any deficiency, by Airline, out of income earned thereon and then, by Airline, out of any available funds of Airline. Funds in the Trust Account shall be invested solely in instruments issued or guaranteed by the United States government or any of its
agencies, commercial paper rated A1 or P1 or better by, respectively, Standard & Poor’s Rating Services or Moody’s Investors Service, Inc., or federally insured bank certificates of deposit. Any income earned on funds in the Trust Account on or prior to the date of required remittance to the City shall be the property of Airline and shall be paid directly to Airline. Any income earned on funds in the Trust Account after the date of required remittance to the City shall be the property of the City and shall be paid immediately to the City and applied to the interest income in the O’Hare Passenger Facility Charge Revenue Fund.

16.6.3 Upon the determination of a United States bankruptcy court in a final non-appealable order that a trust account is not required to establish the City’s absolute right immediately to receive all PFCs collected for the City and held by Airline, Section 16.7.2 shall no longer apply.

16.6.4 In the absence of additional regulations governing the treatment of refunds, any refunds of PFCs due to passengers as a result of changes of itinerary shall be paid proportionately out of the net principal amount attributable to such PFCs and the amount that Airline was permitted to retain under Section 158.53(a) of the PFC Regulations attributable to such PFCs. Airline hereby acknowledges that the net principal amount of all PFCs collected on behalf of the City shall remain at all times the property of the City, except to the extent of amounts refunded to passengers pursuant to the preceding sentence (which shall remain the property of the City until refunded and become the property of the passenger upon and after refund). Other than the amounts that Airline is entitled to retain pursuant to Section 158.53 of the PFC Regulations, Airline shall be entitled to no compensation.

16.7 Security and Payment of Fines for Violation of Federal Regulations

16.7.1 Airline acknowledges that security is of primary importance at the Airport and that security requirements are likely to change during the Term. Airline, its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control, shall comply with security measures (a) required of Airline by the FAA or the TSA or by the City in accordance with applicable requirements of the FAA or the TSA or their authorized successor(s) or (b) contained in any Airport master security plan approved by the FAA or the TSA or their authorized successor(s). Airline shall comply, at its own expense, with the TSA’s security requirements applicable to Airline at the Airport including, but not limited to, employee security training, badging, criminal background checks, access control, screening and inspections. Airline shall cooperate with the TSA on all security matters.

16.7.2 Compliance with such security measures and requirements shall not relieve Airline of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Airline’s obligations with respect to all applicable federal laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Premises. To comply with TSA requirements, Airline hereby agrees to execute a reasonable exclusive area agreement pursuant to 49 C.F.R. 1542.111 with the City in form and substance which is reasonably acceptable to the parties. Airline accepts security responsibility to use best efforts to prevent unauthorized access to the Premises. Airline shall be responsible for preventing unauthorized persons from gaining access to the
restricted areas of the Airport through the Premises during times and to the extent that Airline has control of the Premises.

16.7.3 Airline understands and agrees that security requirements may affect Airline’s Air Transportation Business operations and costs. Airline shall be strictly liable for the payment of any fines assessed by the City or the payment of (or reimbursement of City for any payments of) any civil penalties assessed against City or Airline relating to security and resulting from the negligence or intentional acts of omission or commission of Airline’s officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control, and Airline shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control.

16.7.4 The City may impose and Airline agrees to pay a reasonable non-discriminatory cost-based user fee, if any, for the privilege of using identification cards or badges to gain access to the Airport security access control system.

16.8 No Exclusive Rights

Nothing contained in this Agreement shall be deemed to grant to Airline any exclusive right or privilege within the meaning of 49 U.S.C. § 40103(e) with respect to activity at the Airport, except that, subject to the terms and provisions of this Agreement, Airline shall have the right to exclusive possession of any Exclusive Use Premises made available to Airline under this Agreement.

16.9 Federal Tax and Securities Laws

16.9.1 Airline, upon the City’s request, shall provide to the City such information and certifications as the City may require to maintain the tax-exempt status of the interest on GARBs.

16.9.2 Airline, upon the City’s request, shall provide to the City such information as the City may reasonably request in writing in connection with the offering, sale and remarketing of GARBs to enable the City to comply with the requirements of the federal securities laws and to comply with the City’s continuing disclosure requirements under SEC Rule 15c2-12, as it may be amended from time to time, provided, however, that Airline may, in lieu of providing the requested information, direct the City to an Airline or SEC website where the requested information is then currently available.

16.10 Anti-Scofflaw

Airline hereby represents and warrants and shall cause each of its Contractors to represent and warrant, that Airline or such Contractors, as the case may be, is not in violation of Section 2-92-380 of the Municipal Code, and further agrees that, in the event of any such violation, the City shall be entitled to set off from those amounts invoiced by Airline an amount
equal to the amount of any fines or penalties owed to the City, subject to those exceptions stated in the Municipal Code.

16.11 Ethics

Airline hereby represents and warrants and shall cause each of its Contractors to represent and warrant that Airline or such Contractors, as the case may be, is not in violation of Chapter 2-156 of the Municipal Code.

16.12 Inspector General

Airline understands and will abide by the provisions of Chapter 2-56 of the Municipal Code. Airline acknowledges and agrees that it shall be the duty of Airline and its sub-licensees, Contractors and all their officers, directors, agents, partners and employees to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. All contracts and other agreements must inform the parties of this provision and require understanding and compliance with it.

16.13 Business Relationships With Elected Officials, Municipal Code Section 2-156-030(b)

Airline understands and will abide by the provisions of Section 2-156-030 of the Municipal Code, as applicable. Pursuant to Municipal Code Section 2-156-030(b), 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 that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months 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 that creates a financial interest on the part of the official, or the domestic partner or spouse of the official or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. Violation of Municipal Code Section 2-156-030(b) by any elected official with respect to this Agreement at the request or direction of Airline will be grounds for termination of this Agreement. The term “financial interest” is defined as set forth in Municipal Code Section 2-156-080.

Municipal Code Section 2-156-010(l) defines a “financial interest” as an interest held by an official or employee that is valued or capable of valuation in monetary terms with a current value of more than $1,000.00, provided that such interest shall not include: (1) the authorized compensation paid to an official or employee for any office or employment; or (2) a time or demand deposit in a financial institution; or (3) an endowment or insurance policy or annuity contract purchased from an insurance company; or (4) any ownership through purchase at fair market value or inheritance of the shares of a mutual fund corporation, 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; or (5) any ownership through purchase at fair market value or inheritance of not more than one-half of one percent of the outstanding common stock of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended.

16.14 City of Chicago Hiring Plan (Shakman Accord)

The City is subject to the May 31, 2007 Order entitled “Agreed Settlement Order and Accord” and 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 Agreed Settlement Order and Accord and the 2014 City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

Airline is aware that City policy prohibits City employees from directing any individual to apply for a position with Airline, either as an employee or as a contractor, and from directing Airline to hire an individual as an employee or as a contractor. Accordingly, Airline must follow its own hiring and contracting procedures, without being influenced by City employees.

16.15 No Waste Disposal in Public Way, Municipal Code Section 11-4-1600(E)

Airline warrants and represents that it has not violated and is not in violation of the following sections of the Municipal Code (collectively, the “Waste Sections”):

- 7-28-390 Dumping on public way;
- 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;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Airline’s violation of the Waste Sections, whether or not relating to this Agreement, constitutes a breach of and an event of default under this Agreement. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This Section 16.15 does not limit Airline’s duty to comply with Applicable Law.

16.16 Visual Artists Rights Act Waiver

Airline shall not install any object in the Airline’s Premises or elsewhere in the Airport that constitutes a work of visual art as defined in 17 U.S.C. § 101 (the “Artwork”) unless and
until Airline has both (a) obtained prior written approval of the Commissioner to install the Artwork and (b) provided the City with a written waiver from the author of the Artwork, in form and substance reasonably satisfactory to City, waiving any and all rights in the Artwork that may be granted or conferred under 17 U.S.C. § 106A and 17 U.S.C. § 113(d). Airline covenants that it will obtain a written waiver of all rights under 17 U.S.C. § 106A and 17 U.S.C. § 113(d) as necessary from any employees, contractors, subcontractors, subtenants or artists.

16.17 Boarding And Deplaning Assistance To Passengers With Disabilities

Airline shall comply, at its own expense, with all Applicable Laws relating to the boarding or deplaning of passengers with disabilities, including, but not limited to, 49 U.S.C. § 41705 and 14 C.F.R. § 382.

Article 17

DEFAULT, TERMINATION AND CHANGE OF LEASE TERM

17.1 Events of Default

Each of the following shall be an “Event of Default” under this Agreement:

17.1.1 Airline shall become insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code); or shall fail to pay its debts generally as they mature; or shall take the benefit of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors.

17.1.2 Airline shall file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Federal Bankruptcy Code or under any other law or statute of the United States or of any state thereof; or consent to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property; or an order for relief shall be entered by or against Airline under any chapter of the Federal Bankruptcy Code.

17.1.3 By order or decree of a court, Airline shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the restructuring of its indebtedness under the Federal Bankruptcy Code or under any other law or statute of the United States or any state thereof and such order or decree shall not be stayed or vacated within sixty (60) days of its issuance.

17.1.4 A petition under any chapter of the Federal Bankruptcy Code or an action under any federal or state insolvency law or statute shall be filed against Airline and shall not be dismissed or stayed within sixty (60) days after the filing thereof.

17.1.5 By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator or other similar official shall take possession or control of all or
substantially all of the property of Airline and such possession or control shall continue in effect for a period of sixty (60) days.

17.1.6 Airline shall become a corporation in dissolution.

17.1.7 The letting, license or other interest of or rights of Airline hereunder shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Sections 17.1.1 through 17.1.5.

17.1.8 Airline shall fail to duly and punctually pay any Airport Fees and Charges required to be paid hereunder or shall fail to make payment of any other sum required to be paid to the City pursuant to this Agreement on or prior to the date such payment is due and shall continue to remain unpaid ten (10) business days after written notice has been provided to Airline by the City or, with respect to any amount for which no payment date is provided herein, then ten (10) business days after written notice of the amount of such payment has been given to Airline or an invoice for such payment has been submitted to Airline.

17.1.9 Airline shall fail to keep, perform and observe any promise, covenant or other provision of this Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Airline by the City; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to the City’s right to exercise remedies under this Agreement if corrective action is instituted by Airline within such thirty (30) day period and diligently pursued until the failure is remedied.

17.1.10 Any lien shall be filed against the Premises or any portion thereof resulting from any act or omission of Airline, and shall not be discharged or bonded over within thirty (30) days after written notice from the City, unless Airline shall within the aforesaid thirty (30) days furnish the City such security as the Commissioner in his or her reasonable discretion determines to be adequate to protect the interests of the City.

17.1.11 Other than during a time of force majeure, Airline shall discontinue its Air Transportation Business at the Airport, other than for seasonal suspension of service or low frequency service, for a period of thirty (30) consecutive days or for a period of sixty (60) nonconsecutive days whenever occurring in the aggregate in any Fiscal Year or, after exhausting or abandoning any further appeals, Airline shall be prevented for a period of thirty (30) consecutive days by action of any governmental agency other than the City from conducting its Air Transportation Business at the Airport.

17.1.12 Other than during a time of force majeure, Airline shall cease using or abandon substantially all of its Premises for a period of thirty (30) days, and Airline has not commenced use or re-occupied its Premises within thirty (30) days after notice from the City.

17.1.13 Airline shall make any purported Assignment or Sublease without the consent of the City (to the extent required), as set forth in Section 4.2, and which has not been remedied within thirty (30) days after notice from the City to Airline.
17.1.14 Airline shall fail to maintain its corporate existence or to remain duly qualified to do business in the State of Illinois or Airline shall dissolve or otherwise dispose of all or substantially all of its assets or shall consolidate with or merge into another corporation; provided, however, that it shall not be an Event of Default if Airline consolidates with or merges into another corporation as permitted under Section 4.2.8.

17.1.15 To the extent applicable, Airline shall fail to meet any of Airline’s security deposit requirements set forth in Section 9.3.

17.1.16 Airline shall fail to transmit to the City PFCs on a timely basis in accordance with the PFC Regulations or shall fail to comply with the provisions of Sections 16.5 and 16.6.

17.1.17 Airline shall violate the Waste Sections of the Municipal Code or MCC 2-156-018, “Duty to report corrupt or unlawful activity” as set forth in Article 16 and Exhibit P; provided, however, that the Commissioner may provide for a reasonable cure period appropriate to the violation.

17.1.18 Airline shall fail to maintain insurance as required by this Agreement, including the cure period provided in Section 13.2.2(b).

17.2 Termination by the City

17.2.1 Whenever an Event of Default has occurred and is continuing, the City may, at its option, upon thirty (30) days’ prior written notice of such Event of Default:

(a) terminate this Agreement and the lettings, licenses and other rights of Airline hereunder, without discharging any of Airline’s obligations hereunder, including but not limited to Airport Fees and Charges, and, at the City’s further option, exclude Airline from its Premises;

(b) without terminating this Agreement, exclude Airline from its Premises and use commercially reasonable efforts to lease such Premises to another airline for the account of Airline, holding Airline liable for all Airport Fees and Charges and other payments due hereunder up to the effective date of such leasing and for the excess, if any, of Airport Fees and Charges and other amounts payable by Airline under this Agreement for the remainder of the term of this Agreement over the rentals and other amounts which are paid by such new airline under such new agreement; or

(c) without terminating this Agreement, request that Airline cease performing any work it may perform pursuant to Section 4.9.

17.2.2 In addition, the City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect Airport Fees and Charges and any other amounts payable by Airline hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement or covenant of Airline under this Agreement. For the avoidance of doubt, the City may seek an order for specific performance by Airline of any obligation pursuant to this Agreement, perform said obligations itself or take other
actions to mitigate losses that may result from Airline’s failure to perform and, if the City takes such actions, City may charge Airline for the City’s costs plus a 15% administrative fee.

17.2.3 All rights and remedies given to the City in this Agreement and all rights and remedies given to the City by law, shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Premises shall deprive the City of any of the City’s remedies or actions against Airline for Airport Fees and Charges or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Airport Fees and Charges or breach of covenant, or the resort to any other remedy herein provided for the recovery of Airport Fees and Charges be construed as a waiver of the right to obtain possession of the Premises.

17.2.4 In no event shall this Agreement or any rights or privileges hereunder be an asset of Airline under any bankruptcy, insolvency or reorganization proceedings.

17.2.5 To the extent consistent with and permitted under the United States Bankruptcy Code or similar debtor relief laws, if Airline seeks protection under the United States Bankruptcy Code or similar debtor relief laws, or is currently operating under the protection of the United States Bankruptcy Code or other similar debtor relief laws, Airline will comply with every provision of this Agreement as and when required under this Agreement, including without limitation performing any required remediation relating to any environmental matter pursuant to Airline’s obligations under Article 14 which arose prior to or arises during the course of Airline’s bankruptcy case. No Air Carrier will be allowed to assume this Agreement without performing any required remediation as part of the cure of any Event of Default under this Agreement.

17.3 **Change of Lease Term**

17.3.1 Notwithstanding the provisions of Sections 2.3 and 2.4, upon the occurrence of an Event of Default described in Sections 17.1.1, 17.1.10, 17.1.11, 17.1.12, 17.1.13, 17.1.14, 17.1.15, or 17.1.16, the City may notify Airline that the term of this Agreement shall convert to month-to-month, commencing five (5) days after such notice and terminating upon thirty (30) days’ written notice from the City to Airline, or from Airline to the City.

17.3.2 The conversion of the term of this Agreement pursuant to this Section 17.3 shall not discharge any of Airline’s obligations hereunder nor affect any of the City’s other remedies set forth herein.

17.4 **Pursuit of Remedies Against Defaulting Air Carriers**

A default by any Air Carrier (other than Airline) in the payment of Airport Fees and Charges pursuant to Article 9 or indemnification payments may, if not cured, result in a greater amount of Airport Fees and Charges payable by Airline than would otherwise have been required. Accordingly, the City shall diligently pursue all remedies deemed appropriate by the City against any such defaulting Air Carrier on behalf of and for the benefit of non-defaulting Air Carriers, including Airline, and shall give due consideration to any comments submitted to the City by Airline with respect to the pursuit of such remedies.
17.5 Agreement to Pay Attorneys’ Fees and Expenses

In the event Airline defaults under this Agreement and the City employs attorneys or incurs other expenses for the collection of Airport Fees and Charges or any other amounts due hereunder, or for the enforcement or performance or observance of any obligation or agreement on the part of Airline herein contained, Airline shall, on demand, pay to the City the reasonable fees and expenses of such attorneys and any such other reasonable expenses incurred by the City as a result of such default.

17.6 Force Majeure

17.6.1 If either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor disputes (all of which shall be subject to Section 18.15), inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, terrorism, war, fire or other casualty, or other reason of a similar nature beyond the reasonable control of the party delayed in performing work or doing acts required under this Agreement, performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay, an “Unavoidable Delay”). This Section 17.6.1 shall not be applicable to Airline’s obligations to procure insurance or to pay Airport Fees and Charges, or any other sums, moneys, costs, charges or expenses required to be paid by Airline. If any provision of this Agreement negates or limits the period of any force majeure or Unavoidable Delay extension, such provision shall override this Section 17.6.1 and Airline shall give the City notice of any Unavoidable Delay within a reasonable time (not to exceed one (1) year) following the occurrence of the delaying event.

17.6.2 The City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any Applicable Laws.

Article 18

GENERAL PROVISIONS

18.1 Agreement Not to Grant More Favorable Terms

During the Term, and subject to Section 8.15, the City agrees not to enter into any lease, contract, or other agreement directly or indirectly with any other Air Carrier conducting operations at the Airport that contains fees and charges or other terms more favorable to such Air Carrier than the fees and charges and other terms under this Agreement, unless the City also makes those more favorable terms available to Airline. The provisions of this Section 18.1 shall in no way limit, impair, or interfere with the City’s ability to enter into any lease, contract, or other agreement with any party that is not an Air Carrier.

18.2 No Partnership or Agency
Nothing herein contained is intended or shall be construed to in any respect create or establish any relationship other than that of licensor and licensee or lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Airline the general representative or agent of the City for any purpose whatsoever.

18.3 No Personal Liability

No member, director, officer, elected official or employee of either party to this Agreement shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution thereof.

18.4 Notices

Except as otherwise expressly provided hereunder, all notices and other communications provided for under this Agreement shall be in writing and shall be: (a) mailed; (b) personally delivered, including via overnight courier; or (c) to the extent expressly permitted elsewhere in this Agreement for a specific notice or as mutually agreed by parties, sent by electronic mail with electronic receipt, to the City and Airline at the following addresses:

If to the City, to:

Commissioner
Chicago Department of Aviation
Chicago O’Hare International Airport
10510 West Zemke Road
Chicago, IL  60666
CDACommissioner@cityofchicago.org

With a copy to:

General Counsel
Chicago Department of Aviation
Chicago O’Hare International Airport
10510 West Zemke Road
Chicago, IL  60666
CDAGeneralCounsel@cityofchicago.org

If to Airline for all notices, except pursuant to Sections 4.3 (City’s Right of Entry), 11.3 (Performance by City upon Failure of Airline), 14.13 (Notice for Environmental Matters) or 18.8 (Service of Process) of this Agreement, to:
If to Airline for notices on environmental matters pursuant to Section 14.13, to:

[cc: airline general contact]________________________
[Non-individual Electronic Mail Address]

If to Airline pursuant to Section 4.3 (City’s Right of Entry) or Section 11.3 (Performance by City upon Failure of Airline) of this Agreement, to:

[local station manager] ________________________________
[cc: airline general contact] __________________________
[Non-individual Electronic Mail Address]

With a copy to AAAC Representative:

____________________________________
____________________________________
____________________________________
____________________________________

Or, with respect to any notice given pursuant to this Section 18.4, to such other person or address as either the City or Airline may hereafter designate by written notice to the other in accordance with this Notices section. Except as otherwise expressly provided hereunder, any notice or communication under this Agreement shall be deemed to have been given or made: (a) if a messenger or courier service is used, when delivered to the addressee; (b) if sent by mail (certified or by other method with tracking and confirmation receipt), upon receipt, or upon attempted delivery where delivery is refused or mail is unclaimed five (5) days after being deposited in the mails, postage prepaid and properly addressed; and (c) if sent by electronic mail, upon receipt by either party of a written reply or electronic receipt). Airline agrees to provide City with any changes to its notice information, including electronic mail addresses, within five (5) business days of such change.

With respect to Section 18.8 (Service of Process) of this Agreement, Airline hereby designates as its agent in Chicago, Illinois;
18.5 **Entire Agreement**

This Agreement, including the attached Exhibits and endorsements, constitutes the entire agreement of the parties on the subject matter hereof. The parties intend that this Agreement shall be the final expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever (including prior drafts of the Agreement) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

18.6 **Amendment**

Except as otherwise expressly provided herein, the provisions of this Agreement may be amended only by a written agreement signed by the City and Airline.

18.7 **Applicable Law**

This Agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of Illinois.

18.8 **Authorization to Operate; Consent to Service of Process and Jurisdiction**

18.8.1 Airline represents that it is a corporation organized and existing under the laws of the state shown on the signature page hereof. Airline warrants that it is, and throughout the term of this Agreement it will continue to be, duly qualified to do business in the State of Illinois.

18.8.2 All judicial proceedings brought by the City against Airline with respect to this Agreement may be brought in any court of competent jurisdiction having situs within the boundaries of the federal court district of the Northern District of Illinois including any of the courts within Cook County, and by execution and delivery of this Agreement, Airline accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. Airline hereby designates and appoints the representative designated in Section 18.4 as its agent in Chicago, Illinois to receive on its behalf service of all process in any such proceedings in any such court (which representative shall be available to receive such service during regular business hours), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by Airline to the City of the name and address of a new Agent for Service of Process that works within the geographical boundaries of the State of Illinois and is employed by or contracted with
Airline. Airline irrevocably waives any objection (including any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of the City to bring proceedings against Airline in the courts of any other jurisdiction.

18.9 Severability

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

18.10 Representatives

The City and Airline shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and Airline, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the Commissioner, the City’s representative shall be the Commissioner. Airline’s representative shall be designated in a written notice delivered to the City. Any party hereto may change its designated representative by notice to the other party.

18.11 Successors and Assigns

All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18.12 No Third Party Beneficiaries

Unless otherwise provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

18.13 No Waiver

No failure by a party to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, prior to the expiration of the Term, shall constitute a waiver of such breach or of the non-defaulting party’s right to
demand strict compliance with such term, covenant or condition or operate as a surrender of this Agreement.

No waiver of default of any of the terms, covenants and conditions of this Agreement to be performed, kept and observed by the other party shall be construed or operate as a waiver of any subsequent default of any of the terms, covenants or conditions of this Agreement to be performed, kept and observed by the other party.

18.14 **No Exclusive Right or Remedy**

All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties hereunder or at law or in equity.

18.15 **Labor Disputes**

Airline agrees to use commercially reasonable efforts to avoid disruption to the City, its tenants, or members of the public arising from labor disputes involving Airline, and in the event of a strike, picketing, demonstration or other labor difficulty involving Airline, to use its good offices, including the utilization of available legal remedies Airline deems appropriate, to minimize or eliminate any disruption to the City, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

18.16 **Action or Exercise of Power by the City**

Any provision in this Agreement that requires action or an exercise of power by the City may be performed by the Commissioner or her or his designee, unless otherwise specified in this Agreement.

18.17 **Headings**

The headings of the several sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions, or the interpretation or construction, of this Agreement.

18.18 **Counterparts**

This Agreement may be executed in one or more counterparts.

* * * *
IN WITNESS WHEREOF, the City has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City, and its seal to be hereunto affixed and attested by the City Clerk of the City, and Airline has caused this Agreement to be executed on its behalf by its ________________, pursuant to due authorization, all as of the day and year first above written.

Attest: 

City Clerk

Mayor

Recommended by:
DEPARTMENT OF AVIATION

Commissioner

Approved as to form and legality:

Corporation Counsel

[AIRLINE]

By: ________________________
Its: ________________________

Address for Notice to Airline:

________________________________________________
________________________________________________
________________________________________________

Designation of Agent for Service of Process:

________________________________________________

Term Expiration Date:
Exhibit A
Map of the Airport
Exhibit B
Terminal Complex Space Exhibit

The following are included:

B-1.1 Aircraft Apron Areas
B-2.1 Baggage Claim Space Terminal 1 - Concourse B Lower Level
B-2.2 Baggage Claim Space Terminal 2 - Main Concourse Lower Level
B-2.3 Baggage Claim Space Terminal 3 - Main Concourse Lower Level
B-2.4 Baggage Claim Space Terminal 5 - Concourse M Basement
B-3.1 Baggage Make-Up Space Terminal 1 - Concourse B Lower Level
B-3.2 Baggage Make-Up Space Terminal 1 - Concourse B Upper Level
B-3.3 Baggage Make-Up Space Terminal 1 - Concourse C Lower Level
B-3.4 Baggage Make-Up Space Terminal 1 - BC Connector Basement
B-3.5 Baggage Make-Up Space Terminal 2 - Main Concourse Lower Level
B-3.6 Baggage Make-Up Space Terminal 2 - Main Concourse Upper Level
B-3.7 Baggage Make-Up Space Terminal 3 - Main Concourse/Concourse HK Basement
B-3.8 Baggage Make-Up Space Terminal 3 - Main Concourse/Concourse L Lower Level
B-3.9 Baggage Make-Up Space Terminal 3 - Main Concourse Upper Level
B-3.10 Baggage Make-Up Space Terminal 3 - Concourse H/Concourse K Lower Level
B-3.11 Baggage Make-Up Space Terminal 5 - Concourse M Basement
B-3.12 Baggage Make-Up Space Terminal 5 - Concourse M Lower Level
B-4.1 Check-in Space Terminal 1 - Concourse B Upper Level
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KEY PLAN

Legend

Baggage Claim Space

Effective May 12, 2018

City of Chicago O'Hare International Airport
Rahm Emanuel Mayor
Department of Aviation

Baggage Claim Space Terminal 5 - Concourse M Basement

Exhibit B-2.4
Legend

Baggage Make-Up Space
Baggage Make-Up Space
Terminal 1 - Concourse C
Lower Level

Effective May 12, 2018

Legend
- Baggage Make-Up Space
City of Chicago
Rahm Emanuel
Mayor
Chicago O'Hare
International Airport
Department of Aviation

Exhibit B-3.6

Terminal 2 - Main Concourse
Upper Level

Effective May 12, 2018

Legend
Baggage Make-Up Space
Baggage Make-Up Space
Terminal 3 - Concourse H/Concourse K
Lower Level
Effective May 12, 2018

Legend
Baggage Make-Up Space
City of Chicago
Rahm Emanuel
Mayor
Chicago O'Hare International Airport
Department of Aviation

Baggage Make-Up Space
Terminal 5 - Concourse M
Lower Level
Effective May 12, 2018

Legend

- Baggage Make-Up Space
Check-in Space
Terminal 1 - Concourse B
Effective May 12, 2018

Legend
- Check-in Space
KEY PLAN

Terminal 2 - Main Concourse
Upper Level

Effective May 12, 2018

Legend

Check-in Space
Check-in Space
Terminal 5 - Concourse M
Upper Level
Effective May 12, 2018

Legend
Check-in Space
KEY PLAN

Effective May 12, 2018

FIS Facilities
Terminal 5 - Concourse M
Lower Level

Legend

FIS Facilities
Holdroom Space
Terminal 1 - Concourse B
Upper Level
Effective May 12, 2018

Legend
Holdroom Space
Legend

**Holdroom Space**
Space related to the L-Concourse 5-Gate Expansion will be added to this exhibit upon completion of detailed survey of as-built facilities.
Holdroom Space
Terminal 5 - Concourse M
Upper Level
Effective May 12, 2018

Legend
Holdroom Space
City of Chicago
Rahm Emanuel
Mayor

Chicago O'Hare
International Airport
Department of Aviation

Common Use Baggage Claim Space
Terminal 5 - Concourse M
Basement
Effective May 12, 2018

Legend
- Common Use Baggage Claim Space

Exhibit B-7.1
City of Chicago
Rahm Emanuel
Mayor
Chicago O'Hare
International Airport
Department of Aviation

As of: 2/15/2018
Plot File: B7_2_Common_Baggage_Makeup.mxd
Exhibit B-7.2

Key Plan

Terminal 5
Concourse M

Common Use Baggage Make-Up Space
Terminal 5 - Concourse M
Lower Level
Effective May 12, 2018

Legend

- Domestic Common Use Baggage Make-Up Space
- International Common Use Baggage Make-Up Space
Effective May 12, 2018

Legend
- Domestic Common Use Check-in Space
- International Common Use Check-in Space
Common Use Holdroom Space
Terminal 5 - Concourse M
Upper Level

Effective May 12, 2018

Legend

International Common Use Holdroom Space
Exhibit C
Premises Notice

The following are included:

C-1  Airline Premises Notice
C-2  Premises Summary
# Premises Summary

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Exhibit D
Gate Space Assignments

The following are included:

D-1.1 Gate Space Assignments on May 12, 2018

D-1.2 1st Interim Gate Space Assignments – Post-G/L Swap and Concourse L 5-Gate Extension

D-1.3 2nd Interim Gate Space Assignments – Post-T-5 Extension
Factors that render an area unusable for Linear Frontage include (See Exhibit for examples):
A - areas associated with "inside" 90 degree angles
B - areas that are limited by the requirement to avoid active aircraft pushback operations onto taxiway
C - areas that are limited by the location of retaining walls
D - areas that preclude efficient aircraft parking due to the geometry of the terminal
Factors that render an area unusable for Linear Frontage include (see Exhibit for examples):

A - areas associated with "inside" 90 degree angles
B - areas that are limited by the requirement to avoid active aircraft pushback operations onto taxiway
C - areas that are limited by the location of retaining walls
D - areas that preclude efficient aircraft parking due to the geometry of the terminal
Exhibit E
Future Premises Commitment

The following are included:

E-1  Airline Future Premises Commitment
E-2  Future Premises Commitments Summary – 1st Interim Gate Space Assignments
E-3  Future Premises Commitments Summary – 2nd Interim Gate Space Assignments
E-4  Future Premises Commitments Summary – Post-TAP Phase I Completion
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Effective: By Completion of TAP Phase 1  
Exhibit E-4 | Page 4 of 4  
Terminal 5
Exhibit F
Affiliate Operating Agreement
O’HARE INTERNATIONAL AIRPORT
AFFILIATE OPERATING AGREEMENT

ARTICLE 1
SCOPE OF AGREEMENT

This Agreement between the City of Chicago ("City") and [Affiliate] ("Affiliate") grants to Affiliate certain rights to use facilities to conduct its Air Transportation Business as an Affiliate of [Signatory Airline] ("Signatory Airline") at O’Hare International Airport ("Airport"). The Airline Use and Lease Agreement between the City and Signatory Airline ("Signatory Airline Agreement") gives Signatory Airline the opportunity to designate one or more Affiliates if certain conditions are met. The intent of this Agreement is to adopt by reference various specified provisions of the Signatory Airline Agreement, and make them applicable to Affiliate. If a provision of the Signatory Airline Agreement is not specified below, it shall not apply to Affiliate. In consideration of these benefits, Affiliate agrees to abide by all of the terms and conditions of this Agreement.

ARTICLE 2
DEFINITIONS

All capitalized terms used in this Agreement, if not defined within this Agreement, shall have the meanings specified in Article 1, “Definitions,” of the Signatory Airline Agreement.

ARTICLE 3
TERM OF AGREEMENT

3.01 Effective Date. This Agreement shall take effect as of the date specified in the “Designation of Affiliate” form attached as Attachment 1 and made a part hereof.

3.02 Termination Date. This Agreement shall terminate as of the earliest of (a) the expiration or earlier termination of the Signatory Airline Agreement; (b) the termination date of this Agreement due to default as provided in Article ARTICLE 15 below; (c) the effective date of Signatory Airline’s termination of Affiliate’s status as an Affiliate of the Signatory Airline in accordance with Section 6.4 of the Signatory Airline Agreement; or (d) the date on which Affiliate becomes a Signatory Airline under the Signatory Airline Agreement at the Airport and terminates this Agreement in accordance with Section 6.4 of the Signatory Airline Agreement.

ARTICLE 4
USE OF THE AIRPORT

4.01 General Rights, Privileges, Exclusions and Obligations. For the operation of Affiliate’s Air Transportation Business as an Affiliate of Signatory Airline, Affiliate shall have
the same rights of use as the Signatory Airline under Article 3, “Uses, Rights and Privileges,” of the Signatory Airline Agreement and shall be subject to the same exclusions and conditions applicable to Signatory Airline under Section 3.8 of the Signatory Airline Agreement.

ARTICLE 5

USE OF SIGNATORY AIRLINE PREMISES

Affiliate shall have the same rights to use Signatory Airline’s Premises, as designated and described in Section 4.1 of the Signatory Airline Agreement, at times and locations within the Premises specified by Signatory Airline, and shall be bound by and subject to the same reallocation, accommodation, and other provisions under Article 5, “Assignment and Use of Space,” of the Signatory Airline Agreement that may affect Signatory Airline’s rights to and use of the Premises.

ARTICLE 6

AFFILIATE’S REPORTING AND PAYMENT OBLIGATIONS

Affiliate shall comply with and remain subject to Article 6, “Affiliates and Alliance Partners,” of the Signatory Airline Agreement, including but not limited to the requirements to report and pay to the City all PFCs that Affiliate collects for enplaning passengers at the Airport (unless Signatory Airline pays such PFCs for Affiliate), and to remain, with Signatory Airline, jointly and severally liable to the City for payment of all Airport Fees and Charges, and other charges (including PFCs) and for submission of all Monthly Activity Reports that are due to the City for Affiliate’s use of any Airport facilities or services as an Affiliate of Signatory Airline, which obligations are described in Articles 8 and 9 of the Signatory Airline Agreement.

If Affiliate executes and delivers to the City an Airline Use and Lease Agreement in substantially the same form as the Signatory Airline Agreement, and thus itself becomes a “Signatory Airline,” Affiliate shall immediately terminate its status as an Affiliate of Signatory Airline by written notice to the City; provided, however, that unless otherwise agreed to in writing by Signatory Airline and the City, Affiliate shall remain responsible to Signatory Airline and the City for all payment and other obligations that survive termination of this Agreement.

ARTICLE 7

SUBORDINATION TO BOND INDENTURE

Affiliate shall be subject to and bound by Section 7.2 of the Signatory Airline Agreement.

ARTICLE 8

CALCULATION OF RATES AND CHARGES
The Airport Fees and Charges due to the City for Affiliate’s use of the Airport facilities and services as an Affiliate of Signatory Airline shall be calculated in accordance with Article 8, “Calculations of Rates and Charges,” of the Signatory Airline Agreement; provided, however, that Affiliate’s activity as an Affiliate of Signatory Airline shall be treated as activity of Signatory Airline. Affiliate shall be subject to and bound by the PFC requirements in Sections 16.5 and 16.6 of the Signatory Airline Agreement.

The Airport Fees and Charges and other charges (including PFCs) due to the City for Affiliate’s use of the Airport as an Affiliate of Signatory Airline shall be adjusted as provided in Sections 8.17 and 8.18 of the Signatory Airline Agreement.

ARTICLE 9

ACTIVITY REPORTS

Monthly Activity Reports detailing Affiliate’s use of any Airport facilities or Services as an Affiliate of Signatory Airline shall be prepared by Affiliate or Signatory Airline and submitted to the City by Affiliate or Signatory Airline on behalf of Affiliate, as required by Section 6.1.3 of the Signatory Airline Agreement and in accordance with Section 8.20 of the Signatory Airline Agreement.

ARTICLE 10

PAYMENTS AND AUDIT

Payments of Airport Fees and Charges (including PFCs) due to the City on account of Affiliate’s use of any Airport facilities or services as an Affiliate of Signatory Airline shall be made to the City by [check one]:

☐ Affiliate

☐ Signatory Airline on behalf of Affiliate

pursuant to the requirements of Article 8, “Calculations of Rates and Charges,” and Article 9, “Payment of Rentals, Fees and Charges and Security Deposit” of the Signatory Airline Agreement. Affiliate shall be subject to the recordkeeping and audit requirements of Section 9.5 of the Signatory Airline Agreement.

ARTICLE 11

CAPITAL IMPROVEMENT PROJECTS

Article 10, “Capital Improvement Projects,” of the Signatory Airline Agreement shall not apply to Affiliate.
ARTICLE 12
OPERATIONS AND MAINTENANCE

Affiliate shall conduct its Air Transportation Business as an Affiliate of Signatory Airline in a manner consistent with Signatory Airline’s obligations under Article 11, “Additional Obligations of the Airline and the City,” of the Signatory Airline Agreement.

ARTICLE 13
INDEMNIFICATION AND INSURANCE

Affiliate shall be subject to and bound by Article 13, “Indemnification and Insurance,” of the Signatory Airline Agreement.

ARTICLE 14
ENVIRONMENTAL MATTERS

Affiliate shall be subject to and bound by Article 14, “Environmental Matters,” of the Signatory Airline Agreement, including without limitation the same obligation to indemnify the City as provided in Section 14.7 of the Signatory Airline Agreement.

ARTICLE 15
DEFAULT AND TERMINATION

Affiliate shall be subject to and bound by Article 17, “Default, Termination and Change of Lease Term,” of the Signatory Airline Agreement.

ARTICLE 16
SURRENDER AND HOLDING OVER

Section 4.5, “Surrender and Removal of Personal Property,” and Section 4.6, “Hold Over,” of the Signatory Airline Agreement shall not apply to Affiliate.

ARTICLE 17
ASSIGNMENT AND SUBLETTING

Section 4.2, “Assignment and Subletting,” of the Signatory Airline Agreement shall not apply to Affiliate. Affiliate shall have no right to assign or transfer this Agreement or sublet the whole or any portion of the Premises leased to the Signatory Airline.
ARTICLE 18

COMPLIANCE WITH LAWS AND RULES

Affiliate shall be subject to and bound by Article 16, “Compliance With Laws and Rules,” of the Signatory Airline Agreement.

ARTICLE 19

GENERAL PROVISIONS; NOTICE

Affiliate shall be subject to and bound by Article 18, “General Provisions,” of the Signatory Airline Agreement, including without limitation the notice provisions in Section 18.4.

IN WITNESS WHEREOF, the parties intending to be legally bound have executed this Affiliate Operating Agreement this ____ day of _____________ 20__.

CITY OF CHICAGO, 
an Illinois municipal corporation  

[AFILIATE]

By: ______________________________  
Name: ____________________________  
Title: ______________________________

By: ______________________________  
Name: ____________________________  
Title: ______________________________
Attachment 1 to Exhibit F Affiliate Operating Agreement

DESIGNATION OF AFFILIATE

[Airline] ("Airline"), a Signatory Airline under the Airline Use and Lease Agreement ("Signatory Airline Agreement") with the City of Chicago ("City"), dated as of [   ], hereby designates [Affiliate] ("Affiliate") as its Affiliate at O’Hare International Airport ("Airport") in accordance with and subject to Article 6 of the Signatory Airline Agreement. All capitalized terms not otherwise defined herein shall have the meanings specified in Article 1, "Definitions," of the Signatory Airline Agreement.

1. This designation is effective as of _________________, 20__.  
2. (a) Airline hereby represents to the City that Affiliate [check at least one]:

   ☐ is a parent or subsidiary, or a subsidiary of the parent company, of Airline, or is under the same parental control of Airline; or
   ☐ operates flights under an International Transport Association ("IATA") flight designator code of Airline; or
   ☐ otherwise operates under essentially the same trade name as Airline and uses essentially the same livery as Airline; or
   ☐ operates cargo feeder flights at the Airport under the direction and control of Airline.

   (b) No Passenger Carrier that sells tickets to passengers under its own trade name and flight number at the Airport shall be classified as an Affiliate of another Passenger Carrier unless the Affiliate (i) is a parent or subsidiary, or a subsidiary of the parent company, of the Airline, or is under the same parental control as the Airline, or (ii) otherwise operates under essentially the same trade name as the Airline and uses essentially the same livery as the Airline.

   Does Affiliate sell tickets to passengers under its own trade name and flight number at the Airport? [Circle one] Yes / No

   If so, does either clause 2(b)(i) or 2(b)(ii) above define the relationship between Airline and Affiliate? [Circle one] Yes / No

   (c) No Signatory Airline under the Airport Use and Lease Agreement shall be classified as an Affiliate of another Signatory Airline.

3. Affiliate has executed and delivered to the City an Affiliate Operating Agreement as required by Section 6.1.1 of the Signatory Airline Agreement.

4. Airline hereby confirms and agrees that [check one]:

   ☐ Airline
will pay to the City all Airport Fees and Charges, and other charges due to the City for Affiliate’s use of the Airport as an Affiliate of Airline, and will submit to the City the activity reports required by Article 8 of the Signatory Airline Agreement.

5. Airline hereby confirms and agrees that [check one]:

☐ Airline
☐ Affiliate

will pay to the City all PFCs collected for Affiliate’s emplaning passengers at the Airport.

6. Airline confirms and agrees that it shall remain, with Affiliate, jointly and severally liable to the City for the payment of all Airport Fees and Charges, and other charges (including PFCs) and the submission of all activity reports due to the City for Affiliate’s use of any Airport facilities or Airport services as an Affiliate of Airline.

[Airline]

By: ______________________________, Airline’s authorized representative
Name: ______________________________
Title: ______________________________
Date: ______________________________
DESIGNATION OF ALLIANCE PARTNER

[Airline] (“Airline”), a Signatory Airline under the Airline Use and Lease Agreement (“Signatory Airline Agreement”) with the City of Chicago (“City”), dated as of [   ], hereby designates [Alliance Partner] (“Alliance Partner”) as its Alliance Partner at O’Hare International Airport (“Airport”) in accordance with and subject to Article 6 of the Signatory Airline Agreement.

1. This designation is effective as of _________________, 20__. 

2. Airline hereby represents to the City that Alliance Partner is a member of the same Airline Alliance as Airline.

   Name of Airline Alliance: _____________________________________

3. As required by Section 6.5 of the Signatory Airline Agreement, Airline has attached hereto publicly available documentation demonstrating that the aforementioned Airline Alliance is active.

4. Alliance Partner is either a Signatory Airline under the Signatory Airline Agreement or has executed and delivered to the City a Non-Affiliate/Non-Signatory Operating Agreement.

[Airline]

By: _____________________________, Airline’s authorized representative

Name: ___________________________

Title: ____________________________

Date: ____________________________

Attachment(s) [ ] – See Paragraph 3.
CITY OF CHICAGO

NON-SIGNATORY AIRLINE OPERATING AGREEMENT

__________, 20__ – __________, 20__

AIRLINE:

______________________

O’HARE INTERNATIONAL AIRPORT
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This NON-SIGNATORY AIRLINE OPERATING AGREEMENT ("Agreement") is made by and between the City of Chicago (the "City"), a municipal corporation of the State of Illinois, and _____________________ ("Airline"), a corporation organized and existing under the laws of the State of ________ and authorized to do business in the State of Illinois.

Article 1

DEFINITIONS

1.1 Definitions

The following words, terms and phrases shall, for purposes of this Agreement, have the following meanings. Capitalized words, terms and phrases not defined in this Agreement shall have the meanings ascribed to them in the Signatory Airline Use and Lease Agreement.

"AAAC" or "Airline Airport Affairs Committee" means the Airline Airport Affairs Committee consisting of a representative designated by each Signatory Airline operating at the Airport.

"Activity-Based Terminal Charges" means Terminal Charges calculated under Sections 8.10 and 8.11 of the Signatory Airline Use and Lease Agreement.

"Affiliate" means an Air Carrier providing air service at the Airport that has executed an Affiliate Operating Agreement and has been properly designated as an Affiliate by a Signatory Airline in accordance with Section 6.1 of the Signatory Airline Use and Lease Agreement and either (a) is a parent or subsidiary of the designating Signatory Airline or a subsidiary of said Signatory Airline’s parent company or under the same parental control as said Signatory Airline, or (b) meets one or more of the following conditions:

(i) operates flights under an International Air Transport Association ("IATA") flight designator code of the designating Signatory Airline; or

(ii) otherwise operates under essentially the same trade name of the designating Signatory Airline and uses essentially the same livery as said Signatory Airline; or

(iii) operates cargo feeder flights at the Airport under the direction and control of the designating Signatory Airline;

provided, however, that an Air Carrier’s Affiliate status under clause (b) shall be limited to the extent the Air Carrier is operating flights on behalf of the designating Signatory Airline.

"Agreement" means this Non-Signatory Airline Operating Agreement, together with its Exhibits, as hereafter amended or supplemented from time to time in accordance with its terms.
“Air Carrier” means a carrier certificated by the Secretary of the U.S. Department of Transportation as a Passenger Carrier under 49 U.S.C. § 41102 or a Cargo Carrier under 49 U.S.C. § 41103.

“Air Transportation Business” means that business operated by Airline at the Airport for the commercial transportation by air of persons, property, mail, parcels and/or cargo.

“Airfield” means those areas of the Airport that provide for the landing, taking off, taxiing and parking of aircraft, and all facilities, equipment and improvements now or hereafter located thereon, including the runways, taxiways, Apron Areas and facilities at the Airport for the purpose of controlling and assisting arrivals, departures and operations of aircraft using the Airport, such as control towers or other facilities operated and maintained by the FAA or any other federal agency, security fences, service roads, signals, beacons, wind indicators, flood lights, landing lights, boundary lights, construction lights, radio and electronic aids or other aids to operations, navigation or ground control of aircraft whether or not of a type herein mentioned and even though located away from but related to the rest of the Airfield as all such areas, facilities, equipment and improvements may be modified, improved, or enlarged from time to time by the City. The Airfield as of the Effective Date is generally depicted in Exhibit A for illustrative purposes.

“Airline” means the Air Carrier named on the signature page hereof.

“Airline Airport Affairs Committee” or “AAAC” means the Airline Airport Affairs Committee consisting of a representative designated by each Signatory Airline operating at the Airport.

“Airline Liaison Office” means an entity designated by the Airline Airport Affairs Committee that provides technical and financial consulting services to the Airport and the Airline Airport Affairs Committee and facilitates airport/airline relations.

“Airport” means Chicago O’Hare International Airport, together with any additions thereto, or improvements or enlargements of it, later made, but any land, rights-of-way, or improvements which are now or later owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, are not deemed to be part of the Airport. The Airport as of the Effective Date is generally depicted in Exhibit A for illustrative purposes.

“Airport Fees and Charges” means, for any Fiscal Year, all rents, charges and fees payable by all Air Carriers for such Fiscal Year as determined and adjusted pursuant to Article 8 of the Signatory Airline Use and Lease Agreement.

“Airport Revenue Bonds” or “GARBs” means any bonds, commercial paper notes, credit agreement notes and any other debt obligations of the City, outstanding at any time having a lien on Revenues as provided in the Bond Indenture.

“Airport Rules” means, collectively, all rules, procedures, protocols and requirements currently effective and hereinafter amended, adopted or established by the City applicable to Airport operations and users, all of which are incorporated into and made a part of this
Agreement, provided that such Airport Rules do not conflict with applicable provisions of state or federal law or the provisions of this Agreement.

“Applicable Laws” means, collectively, all applicable present and future federal, state and local laws, rules, regulations, orders and ordinances, as they may be amended from time to time, whether foreseen or unforeseen, ordinary as well as extraordinary, including without implied limitation those relating to (i) health, sanitation and safety; (ii) the environment, including without limitation the Environmental Laws; (iii) access for persons with disabilities, including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; and (iv) airport security, including without limitation the regulations of the Transportation Security Administration, 49 CFR Parts 1540, 1542, 1544 et seq. This Agreement does not constitute a waiver by Airline of whatever rights it may have to challenge a local law, rule, regulation or ordinance on the basis that it is pre-empted by State or Federal law.

“Apron Areas” means the paved areas surrounding the Terminal Complex intended for use by Passenger Carriers for aircraft or aircraft servicing equipment, including hardstand positions, and the paved areas available for use in common by or for the benefit of the Cargo Carriers, as all such paved areas may be modified, improved, or enlarged by the City during the Term. The Apron Areas as of the Effective Date are generally depicted in Exhibit B for illustrative purposes.

“Artwork” means any work of visual art as defined in Section 101 of the Copyright Act.

“Associated Party(ies)” means Airline’s employees, contractors, subcontractors, agents, licensees, vendors, invitees (excluding passengers), and any other Air Carrier that Airline expressly authorizes to use its Common Use Facilities (regardless of whether Airline enters into a license with such Air Carrier), and other parties under Airline's direction or control that come onto the Airport arising out of or relating to Airline’s use or occupancy of the Airport.

“Bond Indenture” means the Master Indenture of Trust Securing Chicago O’Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of September 1, 2012, as the same may be amended, supplemented and restated from time to time, and any ordinance, credit agreement or indenture, or combination thereof adopted or authorized by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport, or any ordinance or indenture supplemental thereto.

“Cargo Carrier” means a carrier certificated by the Secretary of the U.S. Department of Transportation as a Cargo Carrier under 49 U.S.C. § 41103.

“CDA” or “Department of Aviation” means the Chicago Department of Aviation or any successor agency thereto.

“City” means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and (6)(a), respectively, of the 1970 Constitution of the State of Illinois.
“City Equipment” means moveable or permanent fixtures, furniture, millwork, technology systems, including SET components used by individual Passenger Carriers, and equipment located on or affixed to Airline’s Common Use Facilities, or elsewhere at the Airport, purchased, constructed or rented by the City or otherwise provided at the cost or expense of the City which the City makes available for use by Airline subject to Section 3.6 and the City Equipment Charge.

“City Equipment Charges” means standardized cost-recovery fees calculated annually by the City for the use of City Equipment.

“City Indemnified Parties” means the City, its elected and appointed officials, officers, agents, employees, contractors, consultants and representatives.

“Claim” or “Claims” means any and all losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards and settlements as described further in Section 13.1.1.

“Codeshare Partner” means a Signatory Airline or a Non-Signatory Airline that has entered into a codeshare agreement with a Signatory Airline that covers all the flights that the Codeshare Partner operates at the Airport.

“Commissioner” means the Commissioner of the Department of Aviation, her or his designee, or any successor to the duties of such official.

“Common Use Baggage Claim Space” means the Baggage Claim Space in the Terminal Complex designated by the Commissioner to be used in common by Passenger Carriers for arriving domestic flights or arriving international flights not carrying FIS Users, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Common Use Baggage Make-up Space” means the Baggage Make-up Space in the Terminal Complex designated by the Commissioner to be used in common by Passenger Carriers, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Common Use Check-in Space” means Check-in Space designated by the Commissioner to be used in common by Passenger Carriers. Common Use Check-in Space may be separately designated by the City as Domestic Common Use Check-in Space and International Common Use Check-in Space, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Common Use Gate Space” means the Gate Space designated by the City in accordance with Article 4 and Article 5 of the Signatory Airline Use and Lease Agreement to be used in common by Passenger Carriers operating at the Airport, and shall not be deemed to include any Preferential Use Gate Space. Common Use Gate Space may be separately designated by the City as Domestic Common Use Gate Space and International Common Use Gate Space, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.
“Common Use Facilities” means those areas within the Terminal Complex, including Common Use Gate Space, Common Use Check-in Space, Common Use Baggage Claim Space and Common Use Baggage Make-up Space, that are made available by the City to one or more Air Carriers, subject to Section 4.1 and as more fully described in the Terminal Complex Space Exhibit. Common Use Facilities may be separately designated by the City as Domestic Common Use Facilities and International Common Use Facilities, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Contaminant” means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

“Contractor” means a person or firm hired by Airline to act as an agent or independent contractor, whether or not Airline is reimbursed by the City for costs of hiring such person or firm, as well as subcontractors of any such agent or independent contractor, in connection with or pursuant to the performance of any acts or obligations under this Agreement.

“Copyright Act” means the U.S. Copyright Act (17 U.S.C. § 101 et seq.).

“Customer Facility Charge” means the customer facility charge authorized by the Illinois Vehicle Code (625 ILCS 5/6-305), or any successor law or provision, with respect to the Airport.

“Department of Aviation” or “CDA” means the Chicago Department of Aviation or any successor agency thereto.

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

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

“Domestic Common Use Baggage Make-up Space” means the Baggage Make-up Space in the Terminal Complex designated by the Commissioner to be used in common by Passenger Carriers for processing outbound baggage primarily on domestic flights, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Domestic Common Use Check-in Space” means the Check-in Space designated by the Commissioner to be used in common by Passenger Carriers primarily for domestic passenger check-in, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.
“Domestic Common Use Gate Space” means Domestic Gate Space that the City has designated as Common Use Gate Space in accordance with Article 5 of the Signatory Airline Use and Lease Agreement, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Domestic Gate Space” means any Gate Space that has not been designated as International Gate Space by the City.

“Effective Date” means the Effective Date as described in Section 2.1.

“Environmental Claim” means any demand, cause of action, proceeding or suit for (a) damages (actual or punitive), injuries to person or property, taking or damaging of property or interests in property without just compensation, nuisance, trespass, damages to natural resources, fines, penalties, interest, or (b) losses, or for the costs of site investigations, feasibility studies, information requests, health or risk assessments, contribution, settlement, or actions to correct, remove, remediate, Respond to, clean up, prevent, mitigate, monitor, evaluate, assess, or abate the Release of a Hazardous Substance or Other Regulated Material, or any other investigative, enforcement, cleanup, removal, containment, remedial, or other private or governmental or regulatory action at any time threatened, instituted, or completed pursuant to any applicable Environmental Law, or (c) to enforce insurance, contribution, or indemnification agreements being made pursuant to a claimed violation or non-compliance with any Environmental Law.

“Environmental Indemnitees” has the meaning set forth in Section 14.7.

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

“Event of Default” means an Event of Default as defined in Section 17.1.
“Exclusive Use Premises” means any office space, operation space, storage area, VIP Lounge, employee break room, baggage service office or other areas in the Terminal Complex designated for a Signatory Airline’s exclusive use in accordance with the Signatory Airline Use and Lease Agreement.

“FAA” or “Federal Aviation Administration” means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

“Federal Aviation Administration” or “FAA” means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.


“FIS Facilities” means the federal inspection services facilities wherever located in the Terminal Complex, including the sterile corridors connecting any such facilities to International Gate Space, as they may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“FIS User” means passengers (excluding flight crew) arriving on international flights (including pre-cleared passengers) who are required to use FIS Facilities.

“Fiscal Year” means January 1 through December 31 of any year or such other fiscal year as the City may adopt for the Airport.

“Fixed Terminal Charges” means Terminal Charges calculated under Sections 8.4 through 8.9 of the Signatory Airline Use and Lease Agreement.

“GARBs” or “Airport Revenue Bonds” means any bonds, commercial paper notes, credit agreement notes and any other debt obligations of the City, outstanding at any time having a lien on Revenues as provided in the Bond Indenture.

“Gate” means an area in the Terminal Complex made up of Holdroom Space and a portal or stairwell, if any, through which passengers must pass to board or disembark an aircraft and the associated Gate Ramp.

“Gate Ramp” means the Apron Area associated with Gate Space.

“Gate Space” means the areas of the Terminal Complex and Apron Areas that consist of Linear Frontage and the associated Holdroom Space and Gate Ramp.

“Gate Space Accommodating Airline” means a Long-Term Signatory Airline that accommodates a Gate Space Requesting Airline, as further described in Article 5.

“Gate Space Requesting Airline” means a Scheduled Airline seeking to operate in Preferential Use Gate Space that is leased to a Long-Term Signatory Airline, as further described in Article 5.
“Hazardous Substance” has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

“Holdroom Space” means the area in the Terminal Complex used for the staging of passengers waiting to board an aircraft.

“IATA” means the International Air Transport Association, a trade association of the world’s airlines that is currently headquartered in Montreal, Quebec, Canada with executive offices in Geneva, Switzerland.

“Initial Schedule Submission” means a Passenger Carrier’s flight schedule that must be submitted to the Scheduling Manager at least semi-annually in the form specified in the Terminal Space Use Protocols required by the City.

“International Common Use Check-in Space” means the Common Use Check-in Space designated by the Commissioner to be used in common by Passenger Carriers primarily for international passenger check-in, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“International Common Use Gate Space” means International Gate Space that the City has designated as Common Use Gate Space in accordance with Article 5 of the Signatory Airline Use and Lease Agreement, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“International Gate Space” means Gate Space with direct passenger access to FIS Facilities that has currently been designated by the City for international flights, as it may be adjusted from time to time, all as shown in Exhibit B as of the Effective Date.

“Light Maintenance” means aircraft servicing and inspections that regularly occur on the terminal apron and unscheduled repairs necessary for continuing flight.

“Landing Fee” means the Landing Fee calculated pursuant to Section 8.2 of the Signatory Airline Use and Lease Agreement.

“Main Terminal” means the terminal buildings, associated concourses and facilities, other than Terminal 5, as all such facilities may be modified, improved, or enlarged during the Term. The Main Terminal as of the Effective Date is generally depicted in Exhibit A for illustrative purposes.

“Monthly Activity Report” means the accurate summary report prepared by Airline describing Airline’s operations (and the operations of Airline’s Affiliates, if any) at the Airport during the month preceding the month in which the summary is submitted to the City, signed by an authorized representative of Airline certifying the accuracy of the information set forth therein, and submitted by Airline to the City in accordance with Section 8.20.1 of the Signatory Airline Use and Lease Agreement.

“Non-Signatory Airline” means any Air Carrier using the Airport for scheduled cargo or passenger service that is not a Signatory Airline and that has executed an agreement with the City substantially similar to this Agreement.

“Non-Signatory Airline Operating Agreement” means an agreement with the City substantially similar to this Agreement.

“NPDES” means the National Pollutant Discharge Elimination System.

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

“Passenger Carrier” means a Passenger Carrier certificated by the Secretary of the U.S. Department of Transportation under 49 U.S.C. § 41102.

“Passenger Facility Charge” or “PFC” means the passenger facility charge authorized under 49 U.S.C. § 40117 or any predecessor or successor law, and as approved by the FAA from time to time with respect to the Airport.

“Passenger Loading Bridge” or “PLB” means a passenger loading bridge and any preconditioned air system(s), ground power supply unit(s) and other related equipment attached to the bridge or a concourse at a Gate.

“PLB” or “Passenger Loading Bridge” means a passenger loading bridge and any preconditioned air system(s), ground power supply unit(s) and other related equipment attached to the bridge or a concourse at a Gate.

“Preferential Use Baggage Claim Space” means Baggage Claim Space assigned to a Long-Term Signatory Airline as Preferential Use Premises.

“Preferential Use Baggage Make-up Space” means Baggage Make-up Space assigned to a Long-Term Signatory Airline as Preferential Use Premises.

“Preferential Use Check-in Space” means Check-in Space assigned to a Long-Term Signatory Airline as Preferential Use Premises.

“Preferential Use Gate Space” means Gate Space assigned to a Long-Term Signatory Airline as Preferential Use Premises in accordance with Article 5 of the Signatory Airline Use and Lease Agreement.

“Preferential Use International Gate Space” means International Gate Space assigned by the City to a Long-Term Signatory Airline as Preferential Use Premises in accordance with Article 5 of the Signatory Airline Use and Lease Agreement.
“Preferential Use Premises” means those areas assigned to a Long-Term Signatory Airline in accordance with Article 5 of the Signatory Airline Use and Lease Agreement that are within the Terminal Complex and Apron Area, including Preferential Use Gate Space, Preferential Use Baggage Claim Space, Preferential Use Baggage Make-up Space and Preferential Use Check-in Space.

“Prior Use and Lease Agreement” means the Chicago-O’Hare International Airport Amended and Restated Airport Use Agreement and Terminal Facilities Lease with a stated expiration date of May 11, 2018 (the “Main Terminal Prior Use and Lease Agreement”) or the International Terminal Use Agreement and Facilities Lease with a stated expiration date of May 11, 2018 (the “Terminal 5 Prior Use and Lease Agreement”), or other substantially similar agreement to use or lease the Terminal Complex or the Airfield.

“Release” or “Released” means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, Discharging, injecting, escaping, leaching, dumping or Disposing of any Hazardous Substance or Other Regulated Material into the environment.

“Response” or “Respond” means action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess or abate the Release of any Hazardous Substance or Other Regulated Material, or to prevent or abate any public nuisance.

“Revenues” means “Revenues” as defined in the Bond Indenture.

“Runways” means paved areas at the Airport designated for the landing and taking-off of aircraft, including all associated safety areas.

“Scheduled Airline” means a Passenger Carrier performing or seeking to perform scheduled passenger service operations at the Airport.

“Scheduling Manager” means the third party hired by the City to receive and analyze Initial Schedule Submissions and perform the tasks specified for the Scheduling Manager under Section 5.5 of the Signatory Airline Use and Lease Agreement.


“Shared Equipment and Technology” or “SET” means equipment owned and installed by the City for use in passenger processing, including without limitation equipment casework, supporting infrastructure, network wiring, flight information displays (“FIDS”), gate information displays (“GIDS”), the baggage information display system (“BIDS”), boarding gate readers, passenger processing workstations and self-service kiosks (for boarding passes and bag tagging), and other shared use technology (such as a reservation system portal open to all Passenger Carriers at the Airport).

“Signatory Airline” means an Air Carrier that has executed a Signatory Airline Use and Lease Agreement with the City. A Signatory Airline may be either a Long-Term Signatory Airline or a Short-Term Signatory Airline.
“Signatory Airline Use and Lease Agreement” means the “City of Chicago O’Hare International Airport Airline Use and Lease Agreement” executed between the City of Chicago and Signatory Airlines for the use of the Airport and lease of space in the Terminal Area.

“Space Requesting Airline” means a Passenger Carrier seeking to commence or expand operations at the Airport without adequate space other than Gate Space for its operations, as further described in Article 5.

“SWPPP” means Storm Water Pollution Prevention Plan.

“T-5” or “Terminal 5” means the terminal buildings, associated concourses and facilities designated as of the Effective Date as Terminal 5 of the Airport, as all such facilities may be modified, improved or enlarged during the Term. T-5 as of the Effective Date is generally depicted in Exhibit A for illustrative purposes. T-5 may be renamed during the Term.

“Taxiways” means paved areas designated as taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the Runways, aircraft parking areas and other portions of the Airport.

“Term” means the term of this Agreement as further described in Article 2.

“Terminal 5” or “T-5” means the terminal buildings, associated concourses and facilities designated as of the Effective Date as Terminal 5 of the Airport, as all such facilities may be modified, improved or enlarged during the Term. Terminal 5 as of the Effective Date is generally depicted in Exhibit A for illustrative purposes. Terminal 5 may be renamed during the Term.

“Terminal Charges” means the charges calculated pursuant to Sections 8.3 through 8.11 of the Signatory Airline Use and Lease Agreement.

“Terminal Complex” means the Main Terminal and Terminal 5.

“Terminal Rental Rates” means, for any Fiscal Year, the Terminal Rental Rates established for such Fiscal Year pursuant to Section 8.3 of the Signatory Airline Use and Lease Agreement.

“Terminal Space Use Protocols” means the City’s policies, rules and protocols, as they shall be developed and may be amended from time to time by the Commissioner after consultation with the AAAC, governing priorities, procedures and requirements for the assignment and use of Common Use Space, Preferential Use Space, and Exclusive Use Space in the Terminal Complex and on the Apron Area, including Gate Space, Check-in Space, and Baggage Systems use, assignment, scheduling and accommodation.

“Trust Account” means a Trust Account as defined in Section 16.6.

“TSA” means the Transportation Security Administration or other federal agency which assumes the oversight and functions of the Transportation Security Administration, if the
Transportation Security Administration is abolished or combined with or merged into any other federal agency.

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

“Waste Sections” has the meaning set forth in Section 16.15.

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

1.2 Interpretation

The terms “hereby,” “herein,” “hereof,” “hereunder” and any similar terms used in this Agreement refer to this Agreement.

The term “including” shall be construed to mean “including, without limitation.”

All references in this Agreement to Articles, Sections, subsections, clauses, provisions, sentences or Exhibits, unless otherwise expressly stated, are to Articles, Sections, subsections, clauses, provisions, sentences or Exhibits of this Agreement.

Words importing persons shall include firms, associations, partnerships, trusts, corporations, limited liability companies and other legal entities, including public bodies, as well as natural persons.

Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

All references to a number of days mean calendar days, unless otherwise expressly indicated.

1.3 Incorporation of Exhibits

The following Exhibits attached hereto are hereby made a part of this Agreement:

Exhibit A Map of the Airport

Exhibit B Terminal Complex Space Exhibit

Exhibit C Compliance with Laws
Any changes to the Exhibits that occur from time to time consistent with the terms of this Agreement shall be reflected in revised Exhibits provided by the City to Airline. Such revised Exhibits shall be deemed to be effective without requiring a formal amendment to this Agreement.

Article 2

TERM

2.1 Effective Date

This Agreement shall commence on <DATE>, and shall continue until the earlier of (a) cancellation by either party upon sixty (60) days’ written notice to the other party, such cancellation to be effective at the end of the sixty (60) day notice period; (b) the date on which Airline becomes an Affiliate or a Signatory Airline at the Airport; (c) termination by the City in accordance with Section 17.2; or (d) expiration or earlier termination of the Signatory Airline Use and Lease Agreement with all Signatory Airlines (the “Term”).

2.2 Termination of Prior Use and Lease Agreement

Airline’s Prior Use and Lease Agreement, if any, shall be deemed terminated and shall be of no further force or effect on the Effective Date.

Article 3

USES, RIGHTS AND PRIVILEGES

3.1 Airline Rights, Privileges, Limitations and Prohibitions on Use of the Airport

Subject to the terms of this Agreement, the Terminal Space Use Protocols and Airport Rules, including without limitation operating procedures and protocols that may be imposed by the Commissioner from time to time for the safe and secure operation of the Airport, Airline shall have the right to conduct its Air Transportation Business at the Airport and to perform all operations and functions in connection with the conduct and operation of such business at the Airport. Except as provided in this Article 3, nothing in this Agreement shall be construed as authorizing Airline to conduct any business at the Airport separate and apart from the conduct of its Air Transportation Business. Airline shall not use, and shall not cause its Associated Parties to use, the Airport for any purpose other than as specified in this Agreement.

3.2 Terminal Complex

Airline’s use of the Terminal Complex shall be limited to the following activities:

3.2.1 Airline’s operation of an Air Transportation Business for the carriage and movement of persons, property, baggage, cargo, express packages and mail by means of
aircraft, including but not limited to the following categories of flights: revenue, training, test, inspection, emergency, charter and sightseeing.

3.2.2 Airline’s loading and unloading of persons, property, baggage, cargo, express packages and mail at the Terminal Complex by such motor vehicles or other means of conveyance as Airline may require in the operation of its Air Transportation Business; provided that Airline may designate third party transportation providers licensed by the City to operate at the Airport to transport Airline’s employees, passengers and their baggage, if such transportation is paid for, directly or indirectly, or arranged, by Airline; provided, further, that Airline shall not operate commercial ground transportation for the general public; and provided, further, that Airline is not responsible for ensuring that hotel shuttle services utilized by Airline employees traveling to or from the Airport are properly licensed by the City. If such transportation is not paid for or arranged by Airline, the City may charge operators of vehicles carrying passengers for hire reasonable fees for the privilege of entering upon the Airport, using the streets, highways and public roads within the Airport, soliciting passengers upon the Airport, and otherwise operating on the Airport.

3.2.3 Airline’s hiring, employment and training of personnel in the current or future employ of Airline, and training of Airline’s Contractors.

3.2.4 Airline’s use, alone or with other Air Carriers, for any and all purposes in connection with or incidental to the operation of its Air Transportation Business, including: the handling of reservations; the handling, ticketing and billing of passengers; services associated with the Airline’s frequent flier program.

3.2.5 Airline acknowledges and agrees that all passenger terminal facilities and amenities related thereto shall be located within the Terminal Complex, and that no passenger terminal functions, other than remote passenger and baggage check-in by Passenger Carriers that primarily check in passengers and baggage in the Terminal Complex, shall be conducted elsewhere on the Airport. The term “passenger terminal functions” as used in this Section 3.2.5 includes the reception, ticketing, collection of fees, check-in, loading, unloading, collection, or transfer of all persons and their baggage being transported by air, or by ground transport incidental to such transportation. The term specifically includes, without limitation, persons and their baggage being transported by Air Carriers and, except as hereinafter provided, all other aircraft operators, including operators of corporate and private aircraft. Notwithstanding the foregoing, the City reserves the right to permit fixed-base operators to operate passenger lounges and facilities within facilities leased by such operators on an exclusive use basis to accommodate passengers and baggage being transported on private Air Carrier charter and corporate aircraft.

3.3 **Gate Space and Gate Ramps**

Subject to the Terminal Space Use Protocols, Airline’s use of Gate Space and Gate Ramps shall be limited to:
3.3.1 Airline’s ticketing, check-in, passenger and baggage handling, boarding, deplaning, and collection of fees from passengers and use of the Passenger Loading Bridge, if any, and associated equipment and Gate Ramp during Airline’s use of Gate Space.

3.3.2 Airline’s and, subject to Section 3.7, Airline’s third-party service provider’s, operational staging of equipment for and performance of fueling, deicing, servicing, loading, unloading, and unscheduled repairs and Light Maintenance that can be completed during Airline’s use of such Gate Space, provided, however, that:

(a) Nothing in this Section 3.3.2 shall be implied or construed to grant to Airline the right to store or park equipment on a Gate Ramp in a Common Use Gate Space other than as required for the regular servicing of aircraft parked in such Gate Space during Airline’s use of such Common Use Gate Space; and

(b) In addition to regular Light Maintenance and so long as it does not interfere with another Passenger Carrier’s operations, the City may permit Airline to perform emergency Light Maintenance of aircraft on a Gate Ramp within Common Use Gate Space.

3.3.3 Airline’s loading and unloading of any persons, property, baggage, cargo, express packages and mail, and carriage and transport of all of the aforesaid, in properly designated areas by motor vehicles or other means of conveyance as Airline may reasonably require in the operation of its Air Transportation Business, all in accordance with Section 3.2.2.

3.3.4 Subject to Section 3.7, Airline’s provision, by its employees or others for whom Airline is responsible, to Airline’s aircraft on a Gate Ramp within Common Use Gate Space with supplies and services, including food and beverages and ground handling services required by Airline; provided, however, that Airline shall have the right to provide its own supplies and services, or to have such supplies and services provided by its wholly-owned subsidiary or majority-owned subsidiary, or wholly-owned subsidiary of its parent company, or by a third party (including another Air Carrier). Airline may contract with another Air Carrier permitted by the City to operate at the Airport for the provision of supplies or services for Airline that Airline itself is permitted to provide under this Agreement without Airline entering into one or more additional agreements with the City, and without such Air Carrier being required to pay fees to the City that would otherwise be required.

3.3.5 Subject to Section 3.7, Airline’s provision, by its employees or others for whom Airline is responsible (including Airline’s third party service provider), to aircraft of another Passenger Carrier on a Gate Ramp with supplies and services, including food and beverages and ground handling services, required by such other Passenger Carrier; provided, however, that Airline shall cause its third-party service providers to comply with the requirements described in Section 3.7.

3.4 Airfield

3.4.1 Airline’s use of the Airfield and related facilities shall be limited to take-off, landing, flying, taxiing, towing, maneuvering, parking, deicing, fueling, ground run-up, loading and unloading of Airline’s aircraft by such motor vehicles, ground service equipment, or
other equipment or means of conveyance as Airline may require, subject to the terms of this Agreement.

3.4.2 Airline shall control all of its vehicular traffic on the Airfield and employ such means as may be necessary to direct the movements of its vehicular traffic and take all precautions reasonably necessary to promote the safety of its passengers, customers, employees, business visitors and other persons.

3.5 Communications Equipment and Antennae

Airline has no right to install or use any telecommunications equipment or antennae on the roof or exterior of the Terminal Complex.

3.6 City Equipment

The City grants to Airline a non-exclusive license to use, subject to City Equipment Charges, City Equipment in the ordinary course of its business at the Airport and otherwise in accordance with this Agreement. Airline agrees to accept and use City Equipment in its “as is” condition, without any representations or warranties of any kind whatsoever, express or implied, from the City as to any matters concerning City Equipment, and Airline further agrees to assume all risk of loss, damage and injury arising out of Airline’s use of City Equipment.

3.7 Handling Arrangements and Third-Party Service Providers

3.7.1 Airline may, subject to the provisions of Sections 3.3.4 and 3.3.5, contract with third-party service providers for the handling of Airline’s air transportation operations within its Common Use Facilities and within space where it is accommodated by another Air Carrier; provided, however, that Airline shall require any such third-party service provider to, before beginning to provide the services to Airline, (a) obtain a license or other type of written contract issued by the City authorizing the third party to conduct the activities or provide the services to Airline, (b) provide evidence of insurance as required by the City, (c) obtain all required security authorizations in accordance with Airport Rules; and (d) comply with any other requirements imposed by the City on third-party service providers pursuant to its authority under Municipal Code § 2-20-020. The handling operations shall be subject to compliance with all applicable FAA standards and Airport Rules.

3.7.2 As contemplated in Section 3.7.1 and pursuant to its authority under Municipal Code § 2-20-020, the City may require third-party service providers to obtain a license from the City authorizing the third-party service provider to conduct certain activities or provide certain services at the Airport for an Air Carrier or other Airport user. For the avoidance of doubt, an Air Carrier (or its wholly-owned subsidiary or majority-owned subsidiary, or a subsidiary of its parent company, which service only the Air Carrier, its affiliates and its alliance partners) shall not be considered a third-party service provider subject to this license requirement.

(a) The City may contract with a consortium established by Air Carriers to enforce compliance with Airport Rules related to third-party service providers
licensed by the City, and if desired, to manage and maintain City-owned ground handling equipment.

(b) The City may, after consultation with the AAAC, approve the fueling sources or propulsion systems for the equipment utilized by each licensed third-party service provider, specifically to ensure compliance with City ordinances and Department of Aviation environmental and sustainability standards based on commercially reasonable best practices.

(c) The City may, at any time, after consulting with the AAAC, restrict the number of licensed third-party service providers at the Airport to no fewer than three (3) for safety and security reasons, and may, in such case, require an Air Carrier that wishes to contract with a third-party service provider to choose from a pool of third-party service providers approved and pre-qualified by the City.

3.8 **Exclusions and Reservations**

3.8.1 The City reserves the right to continue to offer Airline SET, rubbish removal and other services, including, but not limited to, new technology-related services and to charge Airline for such services on a cost-recovery basis.

3.8.2 Airline shall not, by action or failure to act, knowingly interfere or permit interference with the use, operation, or maintenance of the Airport and other Air Carrier operations, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications (including Wi-Fi services), fire protection, utility, electrical or other systems installed or located from time to time at the Airport.

3.8.3 Airline shall not do or permit to be done anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If Airline shall do or permit to be done any act not permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act shall constitute a breach of this Agreement, which act or failure, in and of itself, causes an increase in City's insurance premiums, then upon written notice from the City to do so, Airline shall promptly remedy or commence such actions as necessary to remedy or shall be subject to paying the increase in premiums to the extent caused by such act or failure of Airline until the issue is remedied.

3.8.4 The City or its duly authorized representative may enter Common Use Facilities at any and all reasonable times for the purpose of determining whether or not Airline is complying with the terms and conditions of this Agreement or for any other purpose incidental to the rights of the City; provided that such right of entry does not unreasonably interfere with Airline’s operations.

3.8.5 The City reserves the right to place advertising displays in all areas of the Airport that are visible to the public, including all Common Use Facilities.
3.9 **Flight Information Management System**

Airline shall provide or cause a third party to provide to the City information for the City’s Flight Information Management System by providing real time data output from Airline’s internal flight information display system, computer reservations system, cargo load message transmission, ARINC or SITA transmissions, or other information systems (including commercial information systems) on a per flight basis. Airline’s flight information shall be in a format prescribed by the City and consistent with the requirements of the City’s FIDS, Baggage Information Display Systems (“BIDS”) and Resource Management Systems (“RMS”), which also shall be consistent with IATA standards for providing information about Airline’s operations and activities at the Airport.

3.10 **Safety Management System**

Airline agrees to cooperate with the City’s implementation of a safety management system and safety risk management systems at the Airport including participation in committees, risk identification and assessment processes, training, and safety promotion and communication initiatives.

**Article 4**

**COMMON USE FACILITIES**

4.1 **Use of Common Use Facilities**

The City may grant to Airline, subject to the Terminal Space Use Protocols and any other common use protocols, regulations or policies that the Commissioner may adopt from time to time, the right to use, on a common use basis, Common Use Facilities; provided, however, that the City shall at all times have exclusive control and management of all Common Use Facilities.

4.2 **Assignment**

Airline shall not assign or transfer this Agreement or any right or interest herein or hereunder without first obtaining the City’s prior written consent, which consent may be withheld in the sole discretion of the City.

4.3 **City’s Right of Entry**

The City, by its officers, employees, agents, representatives, contractors, consultants and furnishers of utilities and other services, shall have the right at all times to enter any Common Use Facilities being used by Airline for the purpose of inspecting the same, for emergency repairs to utilities systems, and for any other purpose necessary for or incidental to or connected with the performance of the Airline’s obligations hereunder, or in the exercise of its governmental functions or in the City’s capacity as Airport owner.
4.4 No Warranty of Condition or Suitability

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE CITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE COMMON USE FACILITIES OR THAT THE COMMON USE FACILITIES SHALL BE SUITABLE FOR AIRLINE’S PURPOSES OR NEEDS. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LATENT DEFECT AND AIRLINE SHALL NOT, UNDER ANY CIRCUMSTANCES, WITHHOLD ANY AIRPORT FEES OR CHARGES OR OTHER AMOUNTS PAYABLE TO THE CITY HEREUNDER ON ACCOUNT OF ANY DEFECT IN THE COMMON USE FACILITIES. BY ITS ENTRY ONTO THE FACILITIES, AIRLINE ACCEPTS THE COMMON USE FACILITIES IN THEIR “AS IS” CONDITION.

Article 5

ACCOMMODATION OF AIRLINE BY SIGNATORY AIRLINES

5.1 General

If the City cannot accommodate Airline within Common Use Gate Space or within other Common Use Facilities under the City’s control, the City may identify Airline as a Gate Space Requesting Airline or Space Requesting Airline, respectively, to one or more Signatory Airlines in order that one or more Signatory Airlines may accommodate Airline within their Preferential Use Gate Space or within its/their Exclusive Use Premises or Preferential Use Premises (other than Gate Space) in accordance with Section 5.6 or Section 5.11 of the Signatory Airline Use and Lease Agreement. This Article 5 shall only apply where Airline is a Passenger Carrier.

5.2 Schedule Submission

In order to request Common Use Gate Space or accommodation within the Preferential Use Gate Space of a Signatory Airline, Airline shall submit its Initial Schedule Submission in the form and on the dates specified in the Terminal Space Use Protocols. The Terminal Space Use Protocols shall specify the information that must be reported in the Initial Schedule Submission.

5.3 Accommodation at Preferential Use Gate Space of Signatory Airline

If Airline is accommodated within the Preferential Use Gate Space of a Signatory Airline, the City shall charge Airline the same charges for use of the Gate Space and Airline-owned PLB and equipment, if any, that Airline would have been required to pay the City for use of Common Use Gate Space and City-owned PLB and City Equipment. The City may also charge Airline if it exceeds its allowable Period of Use in accordance with the Terminal Space Use Protocols. The accommodating Signatory Airline shall not demand any additional payments from Airline on account of its use of such Gate Space, PLB or equipment of similar functionality to the City-owned Equipment provided within Common Use Gate Space.
5.4 Accommodation within Exclusive Use or Preferential Use Premises of Signatory Airline

If Airline is accommodated within the leased premises of a Signatory Airline other than Gate Space, the City shall charge Airline the same charges Airline would have been required to pay the City for use of such a facility or equipment on a common use basis. The accommodating Signatory Airline shall not demand any additional payments from Airline on account of its use of such space; provided, however, that Airline may charge Airline for equipment or services that would not be typically available in Common Use Facilities.

5.5 Insurance and Indemnification Requirements for Accommodation.

As a condition of Airline’s accommodation on a Signatory Airline’s Preferential Use Gate Space or within a Signatory Airline’s Exclusive Use Premises or Preferential Use Premises other than Gate Space, Airline agrees that its insurance and indemnification obligations under this Agreement shall inure to the benefit of the accommodating Signatory Airline as a third-party beneficiary for any period of accommodation, and that Airline shall provide to the Signatory Airline upon its request proof of insurance, for the benefit of the Signatory Airline, of the types and with the limits of coverage that Airline is required to carry under this Agreement; and evidencing that the Signatory Airline has been named an additional insured on all liability policies of Airline.

Article 6

[RESERVED]

Article 7

SUBORDINATION TO BOND INDENTURE AND CREATION OF FUNDS

7.1 Definitions

Capitalized words and phrases used in this Article 7 but not in defined Article 1 shall have the meanings set forth in the Bond Indenture or, if not so set forth, shall have their usual and customary meanings.

7.2 Subordination to Bond Indenture

In the event of any conflict between this Agreement and the Bond Indenture, the terms and conditions of the Bond Indenture will control. For example, but not by way of limitation, subject to the terms and provisions of the Bond Indenture, it is mutually understood and agreed that, so long as any bonds, contracts or other obligations treated as Senior Lien Obligations or Junior Lien Obligations which are secured by or payable from Revenues under the Bond Indenture are outstanding, the deposit and application of Airport Revenues, or any casualty or condemnation proceeds, shall be governed by the Bond Indenture, but subject to applicable law.
Article 8

CALCULATION OF RATES AND CHARGES

Airline shall pay to City Airport Fees and Charges calculated in accordance with Article 8 of the Signatory Airline Use and Lease Agreement.

Article 9

PAYMENTS, SECURITY DEPOSIT AND RECORDS

9.1 Payment of Landing Fees and Terminal Charges

Beginning on the Effective Date, Airline shall pay to the City, on a monthly basis without invoice, Airport Fees and Charges calculated by the City in accordance with Article 8 as follows:

9.1.1 Not later than the first (1st) day of each month of each Fiscal Year, Airline shall remit to the City the amount of Airline’s Fixed Terminal Charges, based on the Terminal Rental Rates then in effect.

9.1.2 Not later than the twentieth (20th) day of each month of each Fiscal Year, Airline shall remit to the City the amount of Airline’s Landing Fees and Activity-Based Terminal Charges, together with Airline’s Monthly Activity Report described in Section 8.19 of the Signatory Airline Use and Lease Agreement on which Airline’s payment under this Section 9.1.2 is based; provided, however, that the City reserves the right to use in the future an automated tracking system instead of Airline’s Monthly Activity Report to determine the amount of Landing Fees due from Airline; and further provided, that if the City elects to use such an automated tracking system, the City shall consult with the AAAC and implement a reasonable method of reconciling the reports generated by the automated tracking system with Monthly Activity Reports submitted by each Air Carrier and resolving any discrepancies.

9.2 Place of Payment; Late Payments

9.2.1 All amounts due from Airline hereunder shall be paid in lawful money of the United States of America, without deduction or set off, to the City of Chicago at the Office of the City’s Comptroller or at such other place as may be hereafter designated by the City. Airline shall pay all amounts payable by Airline hereunder by either check, wire transfer or electronic funds transfer (“EFT”) or Automatic Clearing House (“ACH”), subject to the City’s ability to receive these payments.

9.2.2 Any amount which is not paid within five (5) business days of when due and, if appropriate, when invoiced and such invoice is received by Airline, shall bear an annualized interest charge from its due date at a rate three percent (3%) higher than the “US Prime Rate” as published in the Wall Street Journal or similar successor index of national recognition as determined by the Commissioner.
9.3 Security Deposits

9.3.1 Delivery and Use of Security Deposit

(a) Each Air Carrier shall provide to the City a security deposit equal to the following (the “Security Deposit”):

(i) Airline’s estimated Landing Fees for three (3) months (as determined on the basis of Airline’s and its Affiliate(s), if applicable, published schedule as of that date and the actual Landing Fee Rate effective as of that date), plus

(ii) Airline’s estimated Terminal Charges (including Affiliate’s, if applicable) for three (3) months.

(b) The Security Deposit shall be in the form of a surety bond the terms of which are acceptable to the City or a letter of credit meeting the requirements set forth in Section 9.3.1(c) to secure Airline’s performance and observance of Airline’s obligations under this Agreement.

(c) The City may deduct from the Security Deposit an amount equal to: (i) any sums payable to the City under this Agreement; (ii) all reasonable sums, if any, that the City expends as the result of an Event of Default; and (iii) an amount equal to the City’s reasonable costs all damages legally recoverable by the City, together with reasonable out-of-pocket costs and expenses incurred by the City, upon the occurrence of an Event of Default. In any such event, Airline shall again meet the Security Deposit requirement set forth in Section 9.3.1(a) above within seven (7) days from its receipt of such written notice; provided that if Airline does not so meet the Security Deposit requirement in a timely manner, the City shall be entitled to set-off such Security Deposit against the next ensuing payments by Airline of Airport Fees and Charges until such Security Deposit is complete.

9.3.2 Letter of Credit Requirements

(a) For a Security Deposit in the form of a letter of credit, such letter of credit shall be an irrevocable commercial standby letter of credit for the amount of the Security Deposit in form and substance reasonably acceptable to the City that meets the following criteria:

(i) the letter of credit shall provide for its continuance for at least one year from issuance and for automatic extension for additional periods of at least one year from initial expiry date and each subsequent expiry date, unless the issuer of the letter of credit gives the City notice of its intention not to renew such letter of credit not less than sixty (60) days before such expiry date (a “Nonrenewal Notice”);

(ii) the letter of credit shall be payable upon the City’s presentation of the original of such letter of credit together with a sight draft to the issuer, accompanied by the City’s signed statement that the City is entitled to draw on such letter of credit without further notice to Airline and hold the proceeds thereof;
(iii) the letter of credit shall be issued by a commercial bank reasonably satisfactory to the City which maintains a branch in Chicago, Illinois, provided that the Commissioner and the City Comptroller may jointly agree to waive the requirement set forth above that such financial institution maintain a branch in Chicago, for presentment for payment:

(1) that is chartered under the laws of the United States or any state thereof, or the District of Columbia;

(2) that is insured by the Federal Deposit Insurance Corporation;

(3) whose long-term, unsecured and unsubordinated debt obligations are rated by at least two of Fitch Ratings Ltd. (“Fitch”), Moody’s Investors Service, Inc. (“Moody’s) and Standard & Poor’s Ratings Services (“S&P”) or their respective successors (the “Rating Agencies”) with ratings of not less than A- from Fitch, A3 from Moody’s and A- from Standard & Poor’s (the “Long-Term LC Issuer Requirements”); and

(4) whose short-term rating from at least two Rating Agencies is not less than F2 from Fitch, P-2 from Moody’s and A-2 from S&P (the “Short-Term LC Issuer Requirements” and, together with the Long-Term LC Issuer Requirements, the “LC Issuer Requirements”).

(iv) If at any time the LC Issuer Requirements are not met, or if the financial condition of such issuer changes in any other materially adverse way, then Airline shall within ten (10) days of written notice from the City deliver to the City a replacement letter of credit which otherwise meets the requirements of this Agreement and that meets the LC Issuer Requirements (and Airline’s failure to do so shall, notwithstanding anything in this Agreement to the contrary, constitute an Event of Default for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid ten-day period).

(b) The letter of credit shall remain in effect until the date which is thirty (30) days after the Term.

(c) The City shall consent to reduce or release such letter of credit when and as this Agreement would entitle Airline to any reduction or release of the Security Deposit.

9.3.3 Use of Letter of Credit

If any of the following occurs, then the City may draw upon the balance of the letter of credit in an amount equal to the aggregate amount of the Security Deposit this Agreement then requires: (A) the issuer delivers a Nonrenewal Notice that such issuer no longer intends to maintain a branch in Chicago, Illinois and Airline fails to deliver a replacement letter of credit that complies with this Agreement within thirty (30) days after Airline receives the Nonrenewal Notice (for purposes of which, the parties shall reasonably cooperate to facilitate the simultaneous exchange of the old letter of credit for the new letter of credit); (B) the happening of any instance in which the criteria set forth in Section 9.3.2(a) are not met; or (C) if the
remaining term of the letter of credit is at any time less than thirty (30) days, but Airline has not delivered an extension or renewal of such letter of credit for at least one year.

9.4 **Right to Contest; No Abatement or Set-off**

9.4.1 Airline’s payment to the City, and the City’s acceptance from Airline, of any payment amount hereunder shall not preclude either Airline or the City from questioning, within six (6) months from the date of Airline’s payment receipt of the Final Accounting, as that phrase is described in Section 8.17 of the Signatory Airline Use and Lease Agreement, the accuracy of any statement on the basis of which such payment was made, or preclude the City from making, within such period, any claim against Airline for any additional amount payable by Airline under this Agreement, or preclude Airline from making, within such period, any claim against the City for any credit for any excess amount paid by Airline under this Agreement; provided, however, that the City shall not be limited by such six-month period if Airline shall have intentionally underreported its activity used in calculating any payment due by Airline under this Agreement.

9.4.2 Notwithstanding the foregoing, Airline shall not abate, suspend, postpone, set-off or discontinue any payments of Airport Fees and Charges which it is obligated to pay hereunder.

9.5 **Airline Books and Records**

9.5.1 Airline shall maintain or make available upon reasonable notice books (including documents or papers in physical or electronic form), records and accounts which are directly pertinent to this Agreement, including those relevant to the determination of any Airport Fees and Charges, each such item of information to be maintained at a minimum, until the later of seven (7) years from the date of creation or three (3) years after final payment is made, or for a longer period if necessary for pending litigation.

9.5.2 If such books, records and accounts are not maintained at Airline’s offices in Chicago, Illinois, or at the Airport office, Airline shall in any case maintain such books, records and accounts within the United States or Canada, and Airline shall promptly furnish the Commissioner, the City’s Chief Financial Officer (or, if there is no such officer, the City’s Comptroller), the Federal Aviation Administration or the U.S. Comptroller General with all information reasonably requested by them with respect to such books, records and accounts. The Commissioner, the City Chief Financial Officer (or, if there is no such officer, the City’s Comptroller), the Federal Aviation Administration or the U.S. Comptroller General, and such persons as may be designated by them, shall each have the right, at all reasonable times, subject to prior written notice to Airline, to examine and make copies of such books, records and accounts. If the requested books, records and accounts are not made available at the Airport, and the City or its auditors are required to travel elsewhere to review them, the City may require that Airline reimburse the City for the reasonable costs of such review of Airline’s books, records and accounts, provided that the City demonstrates an underpayment of five percent (5%) or more.
9.6 City Books and Records

The City shall follow such procedures and keep and maintain such books, records and accounts as may be necessary or appropriate under the provisions of this Agreement. Such books (physical and electronic), records and accounts shall contain all items affecting the computation of Airport Fees and Charges, recorded in accordance with generally accepted accounting principles. Airline shall have the right, at any reasonable time during the City’s regular business hours and at its own expense, to examine, make copies of, and take extracts from such books, records and accounts.

Article 10

[RESERVED]

Article 11

ADDITIONAL OBLIGATIONS OF THE AIRLINE AND THE CITY

11.1 Maintenance of Common Use Facilities.

Airline shall keep all Common Use Facilities that Airline uses clean at all times during and after its use. If Airline does not keep Common Use Facilities properly clean, in the reasonable opinion of the City, Airline will be so advised and shall take immediate corrective action. Airline shall promptly remove from all Common Use Facilities that Airline uses all garbage, refuse and trash, and shall store and dispose of it only in the manner approved by the City.

11.2 Taxes, Licenses and Permits

11.2.1 Airline shall pay or cause to be paid any and all taxes and shall obtain or cause to be obtained any and all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by Airline at the Airport, including any and all taxes and other charges in connection with Airline’s use or occupancy of the Common Use Facilities.

11.3 Utilities

11.3.1 Airline shall be solely responsible for paying all utilities provided to Airline, its Contractors, agents and employees at Common Use Facilities to the extent such utilities are metered or otherwise calculated to identify usage by Airline, its contractors, agents and employees.

11.3.2 Except where, and to the extent, caused by any willful and wanton act of the City, its agents, employees, contractors, officers, directors or predecessors in interest, Airline expressly waives any and all claims against the City for damages arising or resulting from failures or interruptions of utility services or any failure of performance by an independent
party providing utility services to the Common Use Facilities, including electricity, gas, water, plumbing, sewage, telephone, communications, heat, ventilation, air conditioning, or for the failure or interruption of any public or passenger conveniences.

11.4 City Ownership of Airport

Airline agrees and irrevocably elects, with respect to itself and any successors in interest under this Agreement, it will not claim depreciation or an investment credit for purposes of federal income taxes with respect to any portion of the Airport except an improvement or project that has been solely financed by Airline.

Article 12

[RESERVED]

Article 13

INDEMNIFICATION AND INSURANCE

13.1 Indemnification

13.1.1 Airline agrees to defend, indemnify and hold harmless the City Indemnified Parties to the maximum extent allowed by applicable statutes and case law, from and against any and all Claims, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property, arising out of or relating to:

(a) the tortious acts or omissions of Airline or its Associated Parties;

(b) Airline’s or its Associated Party’s use or occupancy of the Airport and the Common Use Facilities;

(c) the violation by Airline of this Agreement or of any law, ordinance, regulation or court order affecting the Airport; or

(d) suits of whatever kind or nature alleging violations of any federal or state laws as a result of any actions taken by Airline or its Associated Parties, or Airline’s failure to comply with obligations imposed upon Airline or its Associated Parties, pursuant to this Agreement;

and Airline will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. To the extent City Indemnified Parties reasonably expend any cost and expense, including attorney fees, in investigating or responding to such claims, demands and suits, Airline will reimburse the City Indemnified Parties for all such costs and expense, subject to Section 13.1.7.
13.1.2 Without limiting the foregoing, Airline also agrees to defend, indemnify and hold harmless the City Indemnified Parties:

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

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

13.1.3 Without limiting the foregoing, Airline shall cause any Contractor to agree to protect, defend, indemnify and hold the City Indemnified Parties free and harmless from and against any and all claims, damages, demands, and causes of action of all kinds including claims of property damage, injury or death, in consequence of granting the relevant Contract or arising out of or being in any way connected with the Contractor’s performance under this Agreement except for matters shown by final judgment to have been caused by or attributable to the negligence of any City Indemnified Party to the extent prohibited by 740 ILCS 35/1 et seq. The indemnification provided herein shall be effective to the maximum extent permitted by applicable statutes. To the extent Contractor fails to defend any and all claims, demands or suits against the City Indemnified Parties including claims by any employee, Contractors, agents or servants of Contractor even though the claimant may allege that a City Indemnified Party is or was in charge of the work or that there was negligence on the part of a City Indemnified Party, Airline shall be responsible for such defense. To the extent City Indemnified Parties reasonably expend any cost and expense, including attorney fees, in investigating or responding to such claims, demands and suits, Airline will reimburse the City Indemnified Parties for all such costs and expense, subject to Section 13.1.7. “Injury” or “damage,” as such words are used in this Section 13.1 shall be construed to include injury, death or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors, agents, servants or employees, of any scaffolding, hoist, cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by the City. Notwithstanding Airline’s obligation to cause any Contractor to agree to the requirements set forth in this Section 13.1.3 Airline’s failure to cause Contractor to do so shall not constitute a breach hereof, provided that Airline performs all such actions Contractor would have been required to perform under this Section 13.1.3, including indemnifying and defending the City, itself.
13.1.4 The City shall notify Airline as soon as practicable of each Claim in respect of which indemnity may be sought by the City against Airline hereunder, setting forth the particulars of such Claim, and shall furnish Airline with a copy of all judicial filings and legal process and any correspondence received by the City related thereto.

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

13.1.6 Without limiting the generality of any other provision hereof, Airline shall reimburse the City for the cost of any and all reasonable attorney’s fees and investigation expenses and any other reasonable costs incurred by the City in the investigation defense and handling of said suits and claims and in enforcing the provisions of this Agreement.

13.1.7 Notwithstanding the provisions of this Section 13.1, in the event that the City and Airline mutually agree or a court of competent jurisdiction determines by a final order that (a) a City Indemnified Party’s negligence is at least fifty-one (51%), or (b) a City Indemnified Party’s willful and wanton misconduct is any percentage, of the total fault which proximately caused the Claims, Airline’s obligation to indemnify the City for amounts to be paid in connection with the Claims shall be limited to the amount attributable to Airline’s and its Associated Parties’ proportionate share of the total fault which proximately caused the Claims. The City and Airline agree, however, that this Section 13.1.7 is not intended to obviate or lessen in any way Airline’s duty to defend the City Indemnified Parties; provided, however, that to the extent the City and Airline mutually agree or a court of competent jurisdiction rules that the Claims were the result of the sole negligent act or omission or the willful and wanton misconduct of a City Indemnified Party, the City shall reimburse Airline for its proportionate share of the costs of defense, including, but not limited to, attorneys’ fees and court costs. For the avoidance of doubt, the City shall reimburse Airline for all defense costs Airline incurred with respect to defending the City Indemnified Parties against Claims to the extent that the City and Airline mutually agree or a court of competent jurisdiction rules that such Claims were the result of the sole negligent act or omission of a City Indemnified Party.

13.1.8 Notwithstanding the provisions of this Section 13.1, Airline’s indemnification obligations for Environmental Claims are set forth in Section 14.7.

13.1.9 The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the City or a City Indemnified Party that would exist at common law or under other provisions of this Agreement, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Agreement.
13.1.10 Subject to Section 13.1.7, Airline shall be liable for any loss or damage to any personal property or equipment of Airline, its agents, servants, employees, officials, or independent contractors.

13.1.11 Airline waives the right of contribution against the City Indemnified Parties, subject to Section 13.1.7, and subrogation against the City Indemnified Parties.

13.1.12 In the event that Airline is accommodated by another Signatory Airline pursuant to Article 5, Airline’s indemnification obligations under this Section 13.1 to the City and City Indemnified Parties shall also apply to the accommodating Signatory Airline to the extent of Airline’s use of the accommodating Signatory Airline’s space.

13.1.13 This Section 13.1 shall survive expiration or early termination of this Agreement. Airline understands and agrees that any insurance protection furnished by Airline pursuant to Section 13.2 shall in no way limit Airline’s responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

13.2 Insurance

13.2.1 Insurance Coverage Required. Airline shall procure and maintain at all times, at Airline’s own expense, the types of insurance specified below, with insurance companies having an AM Best rating of A- or better, financial size rating of IV or better; or for those insurance companies not subject to AM Best’s rating (a) an equivalent financial strength rating from S&P or (b) as determined by the City in its sole discretion, a similar nationally or internationally recognized reputation and responsibility, or as reasonably approved by the City, covering all operations under this Agreement performed by Airline. The kinds and amounts of insurance required are as follows:

(a) Workers’ Compensation and Employer’s Liability Insurance. Workers’ Compensation Insurance, as prescribed by Applicable Law, covering all employees who are to provide a service under this Agreement with statutory limits. Such insurance shall include Employer’s Liability Insurance coverage with limits of not less than $1,000,000 each accident; $1,000,000 disease-policy limit; $1,000,000 disease EACH employee. Coverage shall include other states endorsement, alternate employer and voluntary compensation, when applicable.

(b) Commercial General/Airline Liability Insurance (Primary and Umbrella). Commercial General/Airline Liability Insurance or equivalent coverage with limits of not less than $750,000,000 per occurrence and in the aggregate for war risks and allied peril, for Air Carriers using passenger aircrafts with 100 seats or more and $500,000,000 per occurrence and in the aggregate for war risks and allied peril, for Air Carriers using passenger aircrafts with less than 100 seats for bodily injury (including death), personal injury, property damage liability, and aircraft liability (including passengers), including a $25,000,000 sublimit for personal injury to non-passengers. Such insurance shall include but not be limited to: all premises and operations, products/completed operations, war risk and allied peril liability (including terrorism), liability for any auto (owned, non-owned and hired) including liability for vehicles on the restricted access area of the Airport, including but not limited to baggage tugs,
aircraft pushback tugs, air stair trucks and belt loaders, mobile equipment, hangar keepers liability, cargo liability, explosion, collapse, underground, separation of insureds, defense, independent contractors (if commercially available), liquor liability and blanket contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City shall be named as an additional insured on the policy and coverage shall be at least as broad as that afforded the named insured. Also, in the event that a Signatory Airline accommodates Airline pursuant to Article 5, such Signatory Airline shall be named as an additional insured on the policy and coverage shall be at least as broad as that afforded the named insured. The additional insured coverage shall not have any limiting endorsement or language under the policy such as but not limited to, Airline’s sole negligence or the City vicarious liability. Airline’s insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by the City.

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

(c) **Automobile Liability Insurance** (Primary and Umbrella). When any motor vehicles are used in connection with work to be performed by or on behalf of Airline, Airline shall provide Automobile Liability Insurance with limits of not less than $10,000,000 per occurrence combined single limit, for bodily injury and property damage for any auto including owned, non-owned or hired autos; provided, however, that Airline may reduce the foregoing amount to $1,000,000 per occurrence combined single limit so long as Airline’s Commercial General/Airline Liability Insurance or equivalent coverage includes excess auto liability. The City and any Signatory Airline accommodating Airline pursuant to Sections 5.5 or 5.6 of the Airline Signatory Airline Use and Lease Agreement shall be named as an additional insured on a primary, non-contributory basis.

(d) **All Risk Builders Risk Insurance**. When Airline undertakes any construction at the Airport, including improvements, betterments or repairs, Airline shall provide or cause its Contractor to provide All Risk Blanket Builder’s Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage extensions shall include boiler and machinery, earthquake and flood.

(e) **All Risk Property Insurance**. All Risk Property Insurance shall be maintained at replacement cost valuation basis covering all loss, damage, or destruction for such premises including improvements and betterments on the Common Use Facilities and personal property in Airline’s care, custody and control at the Airport. Coverage shall include but not limited to boiler and machinery, earthquake, flood, sprinkler leakage, debris removal and business interruption and extra expense. The City and any Signatory Airline accommodating Airline pursuant to Sections 5.5 or 5.6 of the Airline Signatory Airline Use and Lease Agreement shall be named as a loss payee, as their interests may appear. Airline shall be responsible for all loss or damage to personal property owned, rented or used by Airline.
(f) **Professional Liability.** When any architects, engineers, project managers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions shall be maintained by such architects, engineers, project managers, construction managers or other professional consultants with limits of not less than $2,000,000; provided, however, that design and construction architects, engineers, project managers, construction managers or other professional consultants who perform work with respect to any construction project undertaken by Airline pursuant to this Agreement the cost of which is in excess of $50,000,000 shall be maintained with limits of not less than $5,000,000. When policies are renewed or replaced, the policy retroactive date shall coincide with, or precede, start of work on the contract. A claims made policy that is not renewed or replaced shall have an extended reporting period of at least two (2) years.

(g) **Pollution Liability Insurance.** Pollution Liability Insurance shall be provided covering bodily injury, property damage, clean-up and other losses caused by pollution conditions or incidents including any Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material with limits of not less than $10,000,000 per pollution condition or loss and $10,000,000 annual aggregate. Coverage shall include but not be limited to: response to and remediation of new, preexisting, known and unknown on-site and off-site pollution conditions and incidents, emergency response costs, repairs, removals, abatement, corrective actions, transportation, contractual liability and defense. When policies are renewed, the policy retroactive date shall coincide with, or precede, start of work in connection with the Agreement. A claims-made policy which is not renewed or replaced shall have an extended reporting period of two (2) years. The City and any Signatory Airline accommodating Airline pursuant to Sections 5.5 or 5.6 of the Airline Signatory Airline Use and Lease Agreement is to be named in the policy as an additional insured.

Coverage shall also include but not be limited to (a) underground and above ground storage tank(s) owned or operated by Airline or its Associated Parties including any on site integral piping or dispensing equipment at the Airport and (b) any structural controls (above-ground or below-ground) used to treat sanitary sewer waste and storm water runoff operated by Airline or Associated Parties at the Airport, as set forth in Section 14.1.6 (Environmental Article).

As an alternative to obtaining Pollution Liability Insurance, Airline may provide for reasonable limits of self-insurance as agreed with the City against the environmental risks that would be covered by a third-party insurer providing Pollution Liability Insurance. If Airline self-insures against such environment risks, Airline shall make available its financial statement on-line. All amounts paid to the City by Airline on account of any self-insurance program shall be deemed insurance proceeds for purposes of this Agreement.

13.2.2 **Additional Requirements**

(a) **Evidence of Insurance.** Airline will furnish the Commissioner and any Signatory Airline accommodating Airline pursuant to Sections 5.5 or 5.6 of the Signatory Airline Use and Lease Agreement, with original Certificates of Insurance (or copies thereof) and a copy of the additional insured endorsements where applicable evidencing the coverage required.
to be in force on the date of this Agreement, as well as renewal Certificates of Insurance and additional insured endorsements, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Airline shall submit evidence prior to the Effective Date. The receipt of a certificate or other insurance evidence does not constitute an agreement by the City that the insurance coverage required in this Agreement has been fully met or the insurance policies indicated on the certificate or other evidence of insurance provided are in compliance with all the Agreement requirements. Failure of the City to obtain certificates or any other insurance evidence from Airline showing compliance with these requirements of the Agreement is not a waiver by the City of any requirements for Airline to obtain and maintain the specified coverages. Airline shall advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Airline for liabilities that may arise from or relate to the Agreement. The City reserves the right to inspect complete, certified policy copies (or electronic copies thereof) of any required insurance at a mutually agreed location within the State of Illinois within ten (10) days of the City’s written request.

(b) Failure to Maintain Insurance. The insurance hereinbefore specified shall be carried during the term of this Agreement. Failure to carry or keep such insurance in force shall constitute a violation of the Agreement and an Event of Default under Section 17.1. To the extent there is such a failure, the City shall provide written notice thereof and Airline shall have fifteen (15) business days to cure such failure, after which the City may exercise any remedy in Article 17 or any other remedies under this Agreement until proper evidence of insurance is provided.

(c) Notice of Cancellation, Material Change and Non-Renewal. Airline shall provide for thirty (30) days’ advance notice to the City in the event coverage required in this Agreement (except coverage for war and allied peril risk for which Airline shall provide seven (7) days’ advance notice or such other period as may be agreed by the City and Airline) has substantially changed, canceled, or non-renewed. Upon the earlier of Airline’s receipt of a cancellation notice for non-payment of premium or Airline’s knowledge thereof, Airline shall provide immediate notice to the City of such cancellation or impending cancellation with Airline’s written plan for curing such non-payment and preventing non-payment of premiums thereafter.

(d) Insurance Required of Contractors. In each contract with any Contractor, Airline shall require such Contractor to obtain insurance coverages to adequately cover risks associated with any such Contractor that are reasonably appropriate in their limits and other terms and conditions to the nature of the contract and standard in the industry within which such Contractors practices. Such coverages shall insure the interests of the City, its employees, elected officials, agents and representatives including naming the City of Chicago as an additional insured on an additional insured form acceptable to the City. Airline is also responsible for ensuring that each Contractor has complied with the required coverage and terms and conditions outlined in this Section 13.2.2. When requested by the City, Airline shall provide, or cause to be provided, to the City certificates of insurance and copies of additional insured endorsements or such other evidence of insurance, acceptable in form and content to the City. The City reserves the right to inspect complete, certified policy copies (or electronic copies thereof) of any required insurance at a mutually agreed location within the State of Illinois.
within ten (10) days of the City’s written request. Failure of any Contractor to comply with required coverage and terms and condition outlined herein will not limit Airline’s liability or responsibility hereunder.

(e) **No Limitation as to Airline’s Liabilities.** Airline expressly understands and agrees that any insurance coverages and limits furnished by Airline shall in no way limit Airline’s liabilities and responsibilities specified within this Agreement or by Applicable Law.

(f) **Waiver of Subrogation.** Airline waives and shall cause its insurers to waive, and Airline shall cause each of its Contractors and each of Contractor’s insurers to waive, their respective rights of subrogation against the City Indemnified Parties for recovery of damages to the extent these damages are covered by the following insurance obtained by Airline pursuant to this Agreement; (1) Worker’s Compensation and Employer’s Liability Insurance; (2) Commercial General/Airline Liability Insurance (primary and umbrella); (3) Automobile Liability Insurance; (4) All Risk Blanket Builder’s Risk Insurance; and (5) All Risk Property Insurance. With respect to the waiver of subrogation for Worker’s Compensation and Employer’s Liability Insurance, Airline shall obtain an endorsement equivalent to WC 00 03 13 to effect such waiver.

In the event the insurers of Airline, or the insurers of any Contractor, should seek to pursue contribution or a subrogation claim against the City, Airline shall be responsible to pay all cost of defending such claims, including actual attorney’s fees of counsel of the City’s choosing, subject to Section 13.1.7.

(g) **Airline Insurance Primary.** Airline expressly understands and agrees that any insurance maintained by the City shall apply in excess of and not contribute with insurance provided by Airline under this Agreement. All insurance policies required of Airline under this Agreement shall be endorsed to state that Airline’s insurance policy is primary and not contributory with any insurance carried by the City.

(h) **Insurance Limits maintained by Airline.** If Airline maintains higher limits than the minimum required herein, the City requires and shall be entitled to coverage for the higher limits maintained by Airline. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City, as their interest may appear.

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

(j) **Other Insurance obtained by Airline.** If Airline desires additional coverages, Airline shall be responsible for the acquisition and cost.

(k) **Self-Insurance of Airline.** Airline may not self-insure any portion of any limit of primary coverage required hereunder unless specifically permitted under this Section 13.2 or otherwise permitted by the City in extraordinary circumstances. It is understood that in any instance in which Airline is permitted to and chooses to self-insure a portion of the
limit of primary coverage required hereunder, Airline, as a self-insurer, has the same duties and obligations to the City (e.g., obligation to provide a defense for covered claims) and to the City’s liability insurer(s) as a primary liability insurer has to excess insureds and excess insurers under a standard ISO policy form even though Airline’s self-insurance is not on a standard ISO form. For purposes of this subsection, self-insurance shall not be construed to include deductibles that apply on a per-occurrence basis.

(l) City’s Right to Modify. The City maintains the right, based on commercially reasonable standards, to modify, delete, alter or change the requirements set forth under this Section 13.2 with thirty (30) days’ prior written notice to Airline.

13.3 City’s Insurance

The City shall maintain in force during the Term commercial general liability and property insurance relating to its ownership, maintenance, use and occupancy of the Airport as determined by and as required by the Bond Indenture and Applicable Laws.

Article 14

ENVIRONMENTAL MATTERS

14.1 Airline Representations, Warranties, and Covenants

Airline represents, warrants, and covenants the following with respect to its use of the Airport pursuant to this Agreement:

14.1.1 Airline has obtained and throughout the term of this Agreement shall regularly maintain and timely update all applicable licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws, for conducting its operations at the Airport during the term of this Agreement. Airline shall ensure that its Associated Parties obtain, maintain and update all applicable licenses, permits, registrations and other authorizations required by Environmental Law pertaining to its and their use of and operations at the Airport.

14.1.2 Airline shall comply and shall ensure that its Associated Parties comply, with all applicable Environmental Laws pertaining to its and their use of and operations at the Airport.

14.1.3 Airline shall not conduct its operations at the Airport during the Term of this Agreement in such a manner so as to cause, unlawfully allow or contribute to, and shall ensure that its Associated Parties do not cause, unlawfully allow or contribute to:

(a) any Release, Discharge or Disposal of any Hazardous Substance or Other Regulated Material at the Airport, unless authorized by an Environmental Law;

(b) any violation of any applicable Environmental Law as a result, in whole or in part, of the use by or operations of Airline or its Associated Parties at the Airport;
(c) any Release, Discharge or Disposal in violation of any applicable Environmental Law which is a contributing cause of the City exceeding any terms, conditions or effluent limits of any NPDES permit or individual storm water discharge permit issued to the City, Multi-Sector General Permit, Municipal Separate Storm Sewer System permit, or any applicable federal or State of Illinois effluent limitation guideline, or standard of the MWRD;

(d) any Release, Discharge or Disposal to soil or Waters at, underlying, or adjacent to the Airport in violation of any applicable Environmental Law; or

(e) any emissions to the air in violation of any applicable Environmental Law that results in an exceedance of an applicable emission standard at the Airport or of any terms or conditions of any of Airline’s air permits.

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

14.1.5 Airline shall be, and shall ensure that its Associated Parties are, responsible for the proper transportation and Disposal of all Hazardous Substances or Other Regulated Material generated by Airline or its Associated Parties, or resulting from Airline’s use, activities, and operations, at the Airport during the term of this Agreement, including those activities and operations conducted by its Associated Parties. In such cases, in the event a signature as “Generator” is required on waste manifests, waste profile sheets or generator’s certifications of non-special waste, Airline shall ensure that either Airline or its appropriate Associated Party(ies) signs such documents. Airline shall be responsible for the proper removal, transportation, and Disposal of Hazardous Substances or Other Regulated Material confiscated by the Transportation Security Agency (“TSA”) or the City, but only with respect to such Hazardous Substances or Other Regulated Material obtained from Airline’s passengers’ checked baggage.

14.1.6 Airline shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of any structural controls (above-ground or below-ground), as defined below, used to treat sanitary sewer waste and storm water runoff operated by Airline or its Associated Parties at the Airport during the term of this Agreement. Maintenance frequencies for any such structural controls shall be established by Airline in a reasonable manner in accordance with industry standards and applicable Environmental Law to ensure effective operation of such controls and to prevent failures of such controls that could result in the Discharge, Release or Disposal of pollutants in violation of any applicable Environmental Law. Airline shall ensure that environmental records required to be kept by applicable law, including the O’Hare SWPPP, are maintained on-site for a period of three (3) years, unless a different document retention requirement is provided by applicable law. Structural controls to be maintained by Airline shall include, but not be limited to: oil/water separators (both storm and
sanitary sewer), grease traps, sand traps, diversion valves, shut-off valves, storm sewer drain filters, trench drains, catch basins, rain gardens, and retention/holding ponds and any other structural controls. Airline shall remove and properly Dispose of any Waste in said designated structural controls maintained by Airline prior to discontinuing use of the Common Use Facilities.

14.1.7 Airline shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of any air pollution control equipment required by any applicable Environmental Law operated by Airline or its Associated Parties at the Airport during the term of this Agreement. Maintenance frequencies for any such air pollution control equipment shall be established by Airline in a reasonable manner in accordance with industry standards, the provisions of applicable air permits and applicable Environmental Law to ensure effective operation of such equipment and to prevent failures of such equipment that could result in the emission of pollutants in violation of any applicable Environmental Law. Airline shall ensure that environmental records required to be kept by applicable law are maintained on-site for a period of three (3) years, unless a different document retention requirement is provided by applicable law. The air pollution control equipment units to be maintained by Airline shall include, but are not limited to: scrubbers, filters, adsorbers, condensers, precipitators, and other equipment. Airline shall remove and properly Dispose of any Waste in said designated air pollution control equipment operated by Airline prior to discontinuing use of the Common Use Facilities.

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

14.1.9 Airline acknowledges that the City is subject to certain NPDES permits, state and federal storm water regulations, federal and state effluent limitation guidelines, and MWRD standards for operations at the Airport. Airline shall conduct operations and activities at the Airport, including but not limited to de-icing, anti-icing, and construction, and shall ensure that its Associated Parties conduct operations and activities at the Airport in compliance with applicable Environmental Laws. Airline acknowledges that its reasonable cooperation is necessary to ensure Airport’s compliance with any applicable NPDES storm water permits and effluent limitation guidelines under Environmental Laws. Airline shall minimize the exposure to storm water of materials generated, stored, handled, or used by Airline or its Associated Parties at the Airport including Hazardous Substances or Other Regulated Material, by implementing and requiring implementation of certain written “Best Management Practices”
as defined by and required under Environmental Laws, and shall make them available to the City upon reasonable request. Airline further acknowledges that any effluent limitation guidelines in any NPDES storm water discharge permit issued to the City and timely provided to Airline applicable to Airline are incorporated by reference into this Agreement to the extent affecting Airline’s operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or necessitating Airline’s reasonable cooperation to assure the City’s compliance therewith. The City shall provide advance notice to Airline of and a reasonable opportunity to comment on, and shall otherwise endeavor to negotiate reasonable and cost effective terms and conditions of, any permits issued to the City which may affect Airline’s operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or which may necessitate Airline’s reasonable cooperation to assure the City’s compliance therewith.

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

14.1.11 Airline, prior to discontinuing use of any Common Use Facilities for any reason, shall remove and Dispose of any and all trash, debris, or Waste generated by Airline or its Associated Parties.

14.2 Right of Entry to Perform Environmental Inspections and Sampling

14.2.1 The City and its contractors and other agents shall have the full right to enter any part of the Common Use Facilities, at all reasonable times and in the City's sole discretion, for the purpose of conducting an inspection, assessment, investigation, regular inspection, or regulatory compliance audit of Airline’s operations thereon, or any other party’s use and operations, including operations of Airline’s Associated Parties.

14.2.2 Airline shall cooperate, and shall ensure that its Associated Parties cooperate, in allowing prompt, reasonable access to the City to conduct such inspection, assessment, audit, sampling, or tests. Airline remains solely responsible for its environmental, health, and safety compliance, notwithstanding any City inspection, audit, or assessment.

14.3 Information to be Provided to the City

14.3.1 If Airline receives any written notice, citation, order, warning, complaint, claim or demand regarding Airline's use of, or operations at, the Common Use Facilities during the term of this Agreement or other property at the Airport used by Airline pursuant to this Agreement that is not legally privileged, made confidential by applicable law, or protected as trade secrets:

(a) concerning any alleged Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material by Airline or by its Associated Parties; or
(b) alleging that Airline or any of its Associated Parties is the subject of an Environmental Claim or alleging that Airline or any Associated Party is, or may be, in violation of any Environmental Laws; or

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

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

14.3.2 Airline shall simultaneously provide to the City copies of its submittals of any non-privileged reports or notices required under Environmental Laws to any governmental agency regarding:

(a) Airline’s or its Associated Parties’ alleged failure to comply with any Environmental Laws at the Common Use Facilities or other property at the Airport used by Airline pursuant to this Agreement, or

(b) any Release or Discharge arising out of the past or present operations at or use of the Common Use Facilities or other property at the Airport used by Airline or its Associated Parties pursuant to this Agreement.

14.3.3 In connection with any matter arising under Section 14.3.1 above, Airline shall make available, within ten (10) business days of Airline’s receipt of the City’s written request, subject to document retention requirements provided by applicable law, the non-privileged documents that Airline has submitted to any governmental agency pertaining to the environmental compliance status of Airline’s operations at or use of the Common Use Facilities or other property at Airport used pursuant to this Agreement by Airline, including without limitation any and all non-privileged records, permits, permit applications, test results, sample results, written or electronic documentation, studies, or other documentation regarding environmental conditions or relating to the presence, use, storage, control, Disposal, or treatment of any Hazardous Substance or Other Regulated Material by Airline or its Associated Parties at the Common Use Facilities or other property at the Airport used by Airline pursuant to this Agreement.

14.4 Airline’s Environmental Response and Compliance Obligations

14.4.1 Without limiting the indemnity obligations of Section 14.7, if, during the term of this Agreement, Airline or any of its Associated Parties causes, unlawfully allows or contributes to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material (including, but not limited to those which contaminate or pollute any air, soil, Waters, storm sewer, detention basin, other stormwater infrastructure, or conveyance system) in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in an applicable Environmental Law including the O’Hare Spill Response Guide, at any portion of the Airport or adjacent Waters, in connection with their operations at the Common Use Facilities or at other property at the Airport used by Airline
pursuant to this Agreement, Airline shall perform or shall cause to be performed, consistent with
the provisions of Section 14.5, the following:

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

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

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

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

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

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

14.4.2 Any remedial or other activity undertaken by Airline under this Article
shall not be construed to impair Airline’s rights, if any, to seek contribution or indemnity from
any person, consistent with the terms and limitations of this Agreement, including Section 14.7,
below.

14.5 Investigation, Remediation, or Corrective Action Process

Before commencing any subsurface soil, surface water, stormwater, or groundwater
investigations, removals, remediation, or corrective actions that Airline or Airline’s Associated
Parties are required to perform at the Airport under this Agreement, including any such actions
mandated in Section 14.4, and except for immediate removal actions required by Environmental
Laws and otherwise undertaken pursuant to Section 14.4, Airline shall promptly provide any
proposed plans for such investigations, removals, remediation, or corrective actions to the City
for approval in accordance with applicable Environmental Laws, which shall not be
unreasonably withheld or conditioned. The work shall be performed in a diligent manner
consistent with the time(s) prescribed by Environmental Laws and relevant governmental
authorities and at Airline's expense, and the City shall have the right to review and inspect all
such work at any time using consultants and representatives of the City’s choice, at the City’s
expense. Specific cleanup levels for any environmental removals, remediation or corrective
actions shall comply with applicable Environmental Laws, with commercial and industrial
remediation standards being applied to such actions consistent with the use of the Airport for such purposes. Airline may also utilize institutional controls and other engineered barriers as part of any removals, remediation or corrective actions to the extent authorized by Environmental Laws and approved by the City in writing, which shall not be unreasonably withheld. In the event deed recordation by the City is necessary for the utilization of commercial and industrial remediation standards or other controls as part of any removals, remediation or corrective actions or any other costs and expenses are incurred in connection with the use of such standards or controls Airline shall reimburse the City for all deed recordation fees and reasonable attorneys’ fees incurred in connection with such recordation. Airline shall, at Airline’s own cost and expense, have all tests performed, and reports and studies prepared, and shall provide such information to any governmental agency as may be required by applicable Environmental Laws, with a copy simultaneously provided to the City. This obligation includes but is not limited to any requirements for a site characterization, site assessment, remediation objectives report, remedial action plan, and remedial action completion report that may be necessary to comply with applicable Environmental Laws.

14.6 The City’s Rights to Ensure Airline’s Compliance with Environmental Response and Compliance Obligations

14.6.1 If, as is reasonably determined by the City, Airline, Airline’s Associated Parties or their Associated Parties:

(a) do not take appropriate Response actions required by applicable Environmental Laws in response to a Release, Discharge or Disposal for which it is responsible under Section 14.4, within the time(s) prescribed by such Environmental Law(s) and relevant governmental authorities; or

(b) do not perform or complete reporting, notifications, investigations, removals, remediation, corrective actions, or closure actions for which it is required under Section 14.4 within the time(s) prescribed by applicable Environmental Laws and relevant governmental authorities, or within the time reasonably necessary to enable the City to meet its obligations under Environmental Laws (subject to the condition that, in the case of both Sections 14.6.1(a) and 14.6.1(b) above, the City must first provide reasonable advance written notice to Airline of Airline’s failure to comply with such obligations and a reasonable opportunity for Airline to cure such failure to comply by Airline initiating or recommencing any such actions consistent with required schedules (including exercising its legal right to reasonably and in good faith challenge such alleged obligation to comply), but in any event not to exceed forty-five (45) days, except in emergency circumstances in which such advance notice is not possible), then the City or its authorized contractor, in addition to its rights and remedies described elsewhere in this Agreement and otherwise available at law, in equity, or otherwise, may, at its election, upon reasonable notice, enter the affected area, and take whatever action the City reasonably deems necessary to meet Airline’s obligations under Environmental Laws, within the time required under such Environmental Laws, consistent with the requirements of Section 14.4. In addition to notice and opportunity to cure as set forth in Section 14.6.1(b) above, the City shall provide Airline with its plan to perform such work for Airline’s review and comment at least seven (7) business days before the commencement of such work, which comments shall be reasonably considered by the City, except in emergency circumstances where such advance notice is not
possible. Such action taken by the City consistent with the requirements of this Agreement shall be at Airline’s expense plus administrative expenses of the greater of five hundred dollars ($500.00) or 25% of all costs incurred by the City, including but not limited to reasonable attorneys’ and consultants’ fees and expenses, monetary fines and penalties, litigation costs or costs incurred in anticipation of litigation, expert witness fees, and expenses of investigation, removal, remediation, or other required plan, report, or Response action performed in accordance with applicable Environmental Laws.

14.6.2 If the City cannot identify with commercially reasonable effort any of the parties causing, unlawfully allowing, contributing to or responsible for a Release, Discharge, or Disposal at or from the Airport requiring the completion of appropriate Response actions as provided in Section 14.4.1, then City shall provide reasonable advance written notice to Airline of its intention to take actions, to the extent of Airline’s obligations for such actions as provided in Section 14.4.1, to report, repair, contain, investigate, remove, correct or remediate such Release, Discharge, or Disposal consistent with the requirements of Section 14.4. Airline shall thereafter be afforded a reasonable opportunity (not to exceed forty-five (45) days) to commence such actions or provide the City with information on the identity of the party or parties causing, contributing to, or responsible for such Release, Discharge, or Disposal, which information shall be considered in good faith by the City and, as appropriate, shall provide a basis for the City’s pursuit of any responsible parties consistent with the provisions of Section 14.6.1. In addition to the above written notice, the City shall provide Airline with its plan to perform such actions for Airline’s review and comment at least seven (7) business days before the commencement of any work (except in emergency circumstances in which such advance notice is not possible), which comments shall be reasonably considered by the City, after which the costs of such actions, if implemented by the City, shall be allocated by the City to Airline-Supported Cost Centers.

14.6.3 Nothing in this Section 14.6 is intended or shall be construed so as to prevent the City or Airline from exercising, in their reasonable discretion, any rights granted or available elsewhere in this Article, in this Agreement, or by law.

14.7 Environmental Indemnification and Reimbursement

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

(a) the breach by Airline of any representation or warranty made in this Article; or

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

(c) documented loss by any Environmental Indemnitee(s) from any Environmental Claim, to the extent caused, unlawfully allowed or contributed to by the unauthorized Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated
Material by Airline or by its Associated Parties or the failure of Airline or any Associated Party to comply with applicable Environmental Laws in connection with the operations of Airline or its Associated Parties at the Common Use Facilities or at other property at the Airport used by Airline pursuant to this Agreement, during the term of this Agreement;

14.7.2 Notwithstanding the provisions of this Section 14.7, in the event that the City and Airline mutually agree or a court of competent jurisdiction determines by a final order that an Environmental Indemnitee’s negligence or willful and wanton misconduct is at least fifty-one (51%) of the total fault which proximately caused the Environmental Claims, Airline’s obligation to indemnify the Environmental Indemnitee for amounts to be paid in connection with the Environmental Claims shall be limited to the amount attributable to Airline’s and its Associated Parties’ proportionate share of the total fault which proximately caused the Environmental Claims. The City and Airline agree, however, that this Section 14.7.2 is not intended to obviate or lessen in any way Airline’s duty to defend the Environmental Indemnitees; provided, however, that to the extent the City and Airline mutually agree or a court of competent jurisdiction rules that the Environmental Claims were the result of the sole negligent act or omission or the willful and wanton misconduct of an Environmental Indemnitee, the City shall reimburse Airline for its proportionate share of the costs of defense, including, but not limited to, attorneys’ fees and court costs. For the avoidance of doubt, the City shall reimburse Airline for all defense costs Airline incurred with respect to defending the City Indemnified Parties against Claims to the extent that the City and Airline mutually agree or a court of competent jurisdiction rules that such Claims were the result of the sole negligent act or omission of a City Indemnified Party.

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

14.7.4 Except to the extent set forth in Section 14.7.2, above, Airline waives the right of contribution and subrogation against the Environmental Indemnitees in connection with Environmental Claims set forth in Sections 14.7.1 and 14.7.3, above.

14.7.5 Regardless of the date of termination of this Agreement, the indemnifying party's representations, obligations and liabilities under this Article shall continue as long as the indemnified party bears any liability or responsibility under this Article or the Environmental Laws.
14.7.6 Any claims for environmental matters shall be subject to this Section 14.7 and shall not be subject to the General Indemnity provision of Section 13.1 in this Agreement.

14.8 Limitations

Except pursuant to Sections 14.6.2, Airline's obligations under this Article shall not apply to: (a) any Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials that existed at the Airport prior to Airline’s or its corporate predecessor(s)’s initial occupancy or operations at such area(s) of Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials at the Airport, provided that neither Airline or its corporate predecessor(s) nor any other party under Airline’s or its corporate predecessor(s)’s direction or control, or conducting operations or activities on its or their behalf caused, unlawfully allowed or contributed to such Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials, or caused, unlawfully allowed or contributed to a subsequent Release, Discharge or Disposal of such pre-existing Hazardous Substances or Other Regulated Materials; or (b) Releases, Discharges, or Disposal that migrate onto, into, or from the Common Use Facilities or the Airport and that were not caused, unlawfully allowed or contributed to by Airline or its corporate predecessor(s) or third parties under Airline’s or its corporate predecessor(s)’s direction or control or conducting operations or activities on its or their behalf; or (c) Releases, Discharges, or Disposal on, at, or from the Airport not caused, unlawfully allowed or contributed to by Airline or its corporate predecessor(s) or by its or their Associated Parties, or any other party under Airline’s or its corporate predecessor(s)’s direction or control.

14.9 Waiver

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

14.10 Notice for Environmental Matters

With respect to those provisions of this Article 14 which expressly require the City to provide written notice to Airline, electronic mail to the designated Airline representative will satisfy such requirement. Airline’s representative for receiving environmental notices is designated in the general Notices provisions in Section 18.3.
14.11 Survival of Environmental Provisions

Unless specifically stated elsewhere herein, the provisions of this Article, including the representations, warranties, covenants and indemnities of Airline, are intended to and shall survive termination of this Agreement.

Article 15

[RESERVED]

Article 16

COMPLIANCE WITH LAWS AND RULES

16.1 Airport Rules

Airline shall comply, and, to the maximum extent Airline has the legal power to do so, shall cause its agents, employees, guests, invitees and Contractors to comply, with all Airport Rules.

16.2 Observance and Compliance with Laws

16.2.1 Airline shall comply, and to the maximum extent Airline has legal power to do so, shall cause its agents, employees, Contractors and licensees to, observe and comply with, and pay all taxes and obtain all licenses, permits, certificates and other authorizations required by, all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, including all rules, regulations and directives of the Federal Aviation Administration. Airline agrees to make a part of and incorporate into this Agreement, by reference or by setting forth at length, at the option of the City, any and all statutes, rules and regulations and any assurances and covenants required pursuant thereto which may now or hereafter be required by the Federal Aviation Administration or other federal, state, county or municipal agency. To the extent applicable, Airline shall comply with the provisions of Exhibit C, “Compliance with Laws,” which may be amended by the Commissioner.

16.2.2 The City shall operate and maintain the Airport in a reasonably prudent manner and in accordance with Applicable Laws.

16.2.3 Airline shall operate and maintain the Airport in a reasonably prudent manner and in accordance with Applicable Laws; provided, however, that this provision shall not be construed as a waiver by Airline to challenge a local law, rule, regulation or ordinance that is pre-empted by State or Federal law.

16.2.4 Notwithstanding anything herein to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such statute or law as may be amended from time to time, (ii) all regulations, rules, executive orders, policies and instructions pertaining
16.3 **Subordination to Sponsor’s Assurance Agreement**

This Agreement shall be subordinate and subject to the terms of any “Sponsor’s Grant Assurances” or like agreement that has been or may be furnished by the City to the United States of America, its boards, commissions, or agencies, including without limitation the FAA, or that is required by Applicable Laws, as a condition precedent to receiving federal financial assistance for development of the Airport and other Airport programs and activities.

16.4 **Agreements with the United States**

This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the City and the United States, the terms and execution of which have been or may be required to enable or permit the transfer of rights or property to the City for airport purposes, or the expenditure of federal grant funds for Airport improvement, maintenance or development. Airline shall reasonably abide by the requirements of agreements entered into between the City and the United States, as applicable to Airline, and shall consent to amendments and modifications of this Agreement if required by such agreements or if required as a condition of the City’s entry into such agreements.

16.5 **PFC Act and Assurances**

16.5.1 Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall impair the authority of the City to impose a Passenger Facility Charge or to use the Passenger Facility Charge revenue as provided in the Aviation Safety and Capacity Expansion Act of 1990, 49 U.S.C. § 40117 (the “PFC Act”).

16.5.2 Airline acknowledges that the City has given to the United States of America, acting by and through the FAA, certain assurances set forth in the PFC Act and implementing regulations at 14 C.F.R. Part 158 (“PFC Assurances”), and Airline agrees that this Agreement shall be subordinate and subject to the PFC Assurances.

16.5.3 In the event that the FAA or its successors require any modifications or changes in this Agreement as a condition precedent to the collection of PFCs or otherwise complying with the PFC Act, Airline shall not withhold its consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may reasonably be required to collect PFCs or comply with the PFC Act. The City agrees to provide Airline with advance written notice of any provisions that would adversely modify material terms of this Agreement.

16.6 **PFCs to be held in Trust for the City**

16.6.1 Airline shall hold the net principal amount of all PFCs that are collected by Airline or its agents on behalf of the City pursuant to 49 U.S.C. App. § 1513 and the rules and regulations thereunder (14 C.F.R. Part 158, the “PFC Regulations”) in trust for the City. For purposes of this Section 16.6, net principal amount shall mean the total principal
amount of all PFCs that are collected by Airline or its agents on behalf of the City, reduced by all amounts that Airline is permitted to retain pursuant to Section 158.53(a) of the PFC Regulations.

16.6.2 In the event that Airline fails to make payments of PFCs to the City in accordance with the PFC Regulations, the City may require Airline to establish a PFC trust account pursuant to this Section 16.6.2. If Airline does not so agree, the Trust Account shall be held by an independent third party bank trustee, in which event such trustee’s fees shall be payable by the City. The City shall have the right to select such trustee subject to the approval of Airline, which approval will not be unreasonably withheld. The Trust Account shall be separate from and not commingled with all other Airline funds, including PFCs collected on behalf of other airports. In accordance with Section 158.51 of the PFC Regulations, any amounts required to be remitted to the City under such section shall be paid in any event by Airline, as trustee, or by such third party bank trustee, to the City on or before the date specified in such section first out of the net principal amount, then, to the extent of any deficiency, by Airline, out of income earned thereon and then, by Airline, out of any available funds of Airline. Funds in the Trust Account shall be invested solely in instruments issued or guaranteed by the United States government or any of its agencies, commercial paper rated A1 or P1 or better by, respectively, Standard & Poor’s Rating Services or Moody’s Investors Service, Inc., or federally insured bank certificates of deposit. Any income earned on funds in the Trust Account on or prior to the date of required remittance to the City shall be the property of Airline and shall be paid directly to Airline. Any income earned on funds in the Trust Account after the date of required remittance to the City shall be the property of the City and shall be paid immediately to the City and applied to the interest income in the O’Hare Passenger Facility Charge Revenue Fund.

16.6.3 Upon the determination of a United States bankruptcy court in a final non-appealable order that a trust account is not required to establish the City’s absolute right immediately to receive all PFCs collected for the City and held by Airline, Section 16.6.2 shall no longer apply.

16.6.4 In the absence of additional regulations governing the treatment of refunds, any refunds of PFCs due to passengers as a result of changes of itinerary shall be paid proportionately out of the net principal amount attributable to such PFCs and the amount that Airline was permitted to retain under Section 158.53(a) of the PFC Regulations attributable to such PFCs. Airline hereby acknowledges that the net principal amount of all PFCs collected on behalf of the City shall remain at all times the property of the City, except to the extent of amounts refunded to passengers pursuant to the preceding sentence (which shall remain the property of the City until refunded and become the property of the passenger upon and after refund). Other than the amounts that Airline is entitled to retain pursuant to Section 158.53 of the PFC Regulations, Airline shall be entitled to no compensation.
16.7 Security and Payment of Fines for Violation of Federal Regulations

16.7.1 Airline acknowledges that security is of primary importance at the Airport and that security requirements are likely to change during the Term. Airline, its officers, employees, representatives, agents, servants, consultants, contractors, successors, assigns and suppliers and those under its control, shall comply with security measures (a) required of Airline by the FAA or the TSA or by the City in accordance with applicable requirements of the FAA or the TSA or their authorized successor(s) or (b) contained in any Airport master security plan approved by the FAA or the TSA or their authorized successor(s). Airline shall comply, at its own expense, with the TSA’s security requirements applicable to Airline at the Airport including, but not limited to, employee security training, badging, criminal background checks, access control, screening and inspections. Airline shall cooperate with the TSA on all security matters.

16.7.2 Compliance with such security measures and requirements shall not relieve Airline of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Airline’s obligations with respect to all applicable federal laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Common Use Facilities. To comply with TSA requirements, Airline hereby agrees to execute a reasonable exclusive area agreement pursuant to 49 C.F.R. 1542.111 with the City in form and substance which is reasonably acceptable to the parties. Airline accepts security responsibility to use best efforts to prevent unauthorized access to the Common Use Facilities. Airline shall be responsible for preventing unauthorized persons from gaining access to the restricted areas of the Airport through the Common Use Facilities during times and to the extent that Airline has control of the Common Use Facilities.

16.7.3 Airline understands and agrees that security requirements may affect Airline’s Air Transportation Business operations and costs. Airline shall be strictly liable for the payment of any fines assessed by the City or the payment of (or reimbursement of City for any payments of) any civil penalties assessed against City or Airline relating to security and resulting from the negligence or intentional acts of omission or commission of Airline’s officers, employees, representatives, agents, servants, consultants, contractors, successors, assigns and suppliers and those under its control, and Airline shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, consultants, contractors, successors, assigns and suppliers and those under its control.

16.7.4 The City may impose and Airline agrees to pay a reasonable non-discriminatory cost-based user fee, if any, for the privilege of using identification cards or badges to gain access to the Airport security access control system.

16.8 No Exclusive Rights

Nothing contained in this Agreement shall be deemed to grant to Airline any exclusive right or privilege within the meaning of 49 U.S.C. § 40103(e) with respect to activity at the Airport.
16.9 Federal Tax and Securities Laws

16.9.1 Airline, upon the City’s request, shall provide to the City such information and certifications as the City may require to maintain the tax-exempt status of the interest on GARBs.

16.9.2 Airline, upon the City’s request, shall provide to the City such information as the City may reasonably request in writing in connection with the offering, sale and remarketing of GARBs to enable the City to comply with the requirements of the federal securities laws and to comply with the City’s continuing disclosure requirements under SEC Rule 15c2-12, as it may be amended from time to time, provided, however, that Airline may, in lieu of providing the requested information, direct the City to an Airline or SEC website where the requested information is then currently available.

16.10 Anti-Scofflaw

Airline hereby represents and warrants and shall cause each of its Contractors to represent and warrant, that Airline or such Contractors, as the case may be, is not in violation of Section 2-92-380 of the Municipal Code, and further agrees that, in the event of any such violation, the City shall be entitled to set off from those amounts invoiced by Airline an amount equal to the amount of any fines or penalties owed to the City, subject to those exceptions stated in the Municipal Code.

16.11 Ethics

Airline hereby represents and warrants and shall cause each of its Contractors to represent and warrant that Airline or such Contractors, as the case may be, is not in violation of Chapter 2-156 of the Municipal Code.

16.12 Inspector General

Airline understands and will abide by the provisions of Chapter 2-56 of the Municipal Code. Airline acknowledges and agrees that it shall be the duty of Airline and its sub-licensees, Contractors and all their officers, directors, agents, partners and employees to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. All contracts and other agreements must inform the parties of this provision and require understanding and compliance with it.

16.13 Business Relationships With Elected Officials, Municipal Code Section 2-156-030(b)

Airline understands and will abide by the provisions of Section 2-156-030 of the Municipal Code, as applicable. Pursuant to Municipal Code Section 2-156-030(b), 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 that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve
months or from whom or which he reasonably expects to derive any income or compensation in
the following twelve months 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 that creates a financial interest on the part of the
official, or the domestic partner or spouse of the official or from whom or which he has derived
any income or compensation during the preceding twelve months or from whom or which he
reasonably expects to derive any income or compensation in the following twelve months.
Violation of Municipal Code Section 2-156-030(b) by any elected official with respect to this
Agreement at the request or direction of Airline will be grounds for termination of this
Agreement. The term “financial interest” is defined as set forth in Municipal Code Section 2-
156-080.

Municipal Code Section 2-156-010(l) defines a “financial interest” as an interest held by
an official or employee that is valued or capable of valuation in monetary terms with a current
value of more than $1,000.00, provided that such interest shall not include: (1) the authorized
compensation paid to an official or employee for any office or employment; or (2) a time or
demand deposit in a financial institution; or (3) an endowment or insurance policy or annuity
contract purchased from an insurance company; or (4) any ownership through purchase at fair
market value or inheritance of the shares of a mutual fund corporation, 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; or (5) any ownership through purchase at fair
market value or inheritance of not more than one-half of one percent of the outstanding common
stock of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof,
regardless of the dividends on such shares, if such shares are registered on a securities exchange
pursuant to the Securities Exchange Act of 1934, as amended.

16.14 City of Chicago Hiring Plan (Shakman Accord)

The City is subject to the May 31, 2007 Order entitled “Agreed Settlement Order and
Accord” and 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 Agreed Settlement Order and Accord and the 2014 City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

Airline is aware that City policy prohibits City employees from directing any individual
to apply for a position with Airline, either as an employee or as a contractor, and from directing
Airline to hire an individual as an employee or as a contractor. Accordingly, Airline must follow
its own hiring and contracting procedures, without being influenced by City employees.

16.15 No Waste Disposal in Public Way, Municipal Code Section 11-4-1600(E)

Airline warrants and represents that it has not violated and is not in violation of the
following sections of the Municipal Code (collectively, the “Waste Sections”):
- 7-28-390 Dumping on public way;
- 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;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Airline’s violation of the Waste Sections, whether or not relating to this Agreement, constitutes a breach of and an event of default under this Agreement. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This Section 16.15 does not limit Airline’s duty to comply with Applicable Law.

16.16 Visual Artists Rights Act Waiver

Airline shall not install any object in the Common Use Facilities or elsewhere in the Airport that constitutes a work of visual art as defined in 17 U.S.C. § 101 (the “Artwork”) unless and until Airline has both (a) obtained prior written approval of the Commissioner to install the Artwork and (b) provided the City with a written waiver from the author of the Artwork, in form and substance reasonably satisfactory to City, waiving any and all rights in the Artwork that may be granted or conferred under 17 U.S.C. § 106A and 17 U.S.C. § 113(d). Airline covenants that it will obtain a written waiver of all rights under 17 U.S.C. § 106A and 17 U.S.C. § 113(d) as necessary from any employees, contractors, subcontractors, subtenants or artists.

16.17 Boarding And Deplaning Assistance To Passengers With Disabilities

Airline shall comply, at its own expense, with all Applicable Laws relating to the boarding or deplaning of passengers with disabilities, including, but not limited to, 49 U.S.C. § 41705 and 14 C.F.R. § 382.

Article 17

DEFAULT AND TERMINATION

17.1 Events of Default

Each of the following shall be an “Event of Default” under this Agreement:

17.1.1 Airline shall become insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code); or shall fail to pay its debts generally as they mature; or shall take the benefit of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors.
17.1.2 Airline shall file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Federal Bankruptcy Code or under any other law or statute of the United States or of any state thereof; or consent to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property; or an order for relief shall be entered by or against Airline under any chapter of the Federal Bankruptcy Code.

17.1.3 By order or decree of a court, Airline shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the restructuring of its indebtedness under the Federal Bankruptcy Code or under any other law or statute of the United States or any state thereof and such order or decree shall not be stayed or vacated within sixty (60) days of its issuance.

17.1.4 A petition under any chapter of the Federal Bankruptcy Code or an action under any federal or state insolvency law or statute shall be filed against Airline and shall not be dismissed or stayed within sixty (60) days after the filing thereof.

17.1.5 By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator or other similar official shall take possession or control of all or substantially all of the property of Airline and such possession or control shall continue in effect for a period of sixty (60) days.

17.1.6 Airline shall become a corporation in dissolution.

17.1.7 The letting, license or other interest of or rights of Airline hereunder shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Sections 17.1.1 through 17.1.5.

17.1.8 Airline shall fail to duly and punctually pay any Airport Fees and Charges required to be paid hereunder or shall fail to make payment of any other sum required to be paid to the City pursuant to this Agreement on or prior to the date such payment is due and shall continue to remain unpaid ten (10) business days after written notice has been provided to Airline by the City or, with respect to any amount for which no payment date is provided herein, then ten (10) business days after written notice of the amount of such payment has been given to Airline or an invoice for such payment has been submitted to Airline.

17.1.9 Airline shall fail to keep, perform and observe any promise, covenant or other provision of this Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Airline by the City; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to the City’s right to exercise remedies under this Agreement if corrective action is instituted by Airline within such thirty (30) day period and diligently pursued until the failure is remedied.
17.1.10 Airline shall make any purported Assignment or Sublease without the consent of the City, as set forth in Section 4.2.

17.1.11 Airline shall fail to maintain its corporate existence or to remain duly qualified to do business in the State of Illinois or Airline shall dissolve or otherwise dispose of all or substantially all of its assets or shall consolidate with or merge into another corporation; provided, however, that it shall not be an Event of Default if Airline consolidates with or merges into a wholly-owned subsidiary of Airline.

17.1.12 To the extent applicable, Airline shall fail to meet any of Airline’s security deposit requirements set forth in Article 9 of the Signatory Airline Use and Lease Agreement 9.3.

17.1.13 Airline shall fail to transmit to the City PFCs on a timely basis in accordance with the PFC Regulations or shall fail to comply with the provisions of Sections 16.5 and 16.6.

17.1.14 Airline shall violate the Waste Sections of the Municipal Code or MCC 2-156-018, “Duty to report corrupt or unlawful activity” as set forth in Article 16 and Exhibit C; provided, however, that the Commissioner may provide for a reasonable cure period appropriate to the violation.

17.1.15 Airline shall fail to maintain insurance as required by this Agreement, including the cure period provided in Section 13.2.2(b).

17.2 Termination by the City

17.2.1 Whenever an Event of Default has occurred and is continuing, the City may, at its option, upon thirty (30) days’ prior written notice of such Event of Default:

(a) terminate this Agreement and all rights of Airline hereunder, without discharging any of Airline’s obligations hereunder, including but not limited to Airport Fees and Charges;

17.2.2 In addition, the City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect Airport Fees and Charges and any other amounts payable by Airline hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement or covenant of Airline under this Agreement. For the avoidance of doubt, the City may seek an order for specific performance by Airline of any obligation pursuant to this Agreement, perform said obligations itself or take other actions to mitigate losses that may result from Airline’s failure to perform and, if the City takes such actions, City may charge Airline for the City’s costs plus a 15% administrative fee.

17.2.3 All rights and remedies given to the City in this Agreement and all rights and remedies given to the City by law, shall be cumulative and concurrent. No termination of this Agreement shall deprive the City of any of the City’s remedies or actions against Airline for Airport Fees and Charges or for damages or for the breach of any covenant herein contained.
17.2.4 In no event shall this Agreement or any rights or privileges hereunder be an asset of Airline under any bankruptcy, insolvency or reorganization proceedings.

17.2.5 To the extent consistent with and permitted under the United States Bankruptcy Code or similar debtor relief laws, if Airline seeks protection under the United States Bankruptcy Code or similar debtor relief laws, or is currently operating under the protection of the United States Bankruptcy Code or other similar debtor relief laws, Airline will comply with every provision of this Agreement as and when required under this Agreement, including without limitation performing any required remediation relating to any environmental matter pursuant to Airline’s obligations under Article 14 which arose prior to or arises during the course of Airline’s bankruptcy case. No Air Carrier will be allowed to assume this Agreement without performing any required remediation as part of the cure of any Event of Default under this Agreement.

17.3 Agreement to Pay Attorneys’ Fees and Expenses

In the event Airline defaults under this Agreement and the City employs attorneys or incurs other expenses for the collection of Airport Fees and Charges or any other amounts due hereunder, or for the enforcement or performance or observance of any obligation or agreement on the part of Airline herein contained, Airline shall, on demand, pay to the City the reasonable fees and expenses of such attorneys and any such other reasonable expenses incurred by the City as a result of such default.

17.4 Force Majeure

17.4.1 If either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor disputes (all of which shall be subject to 18.14), inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, terrorism, war, fire or other casualty, or other reason of a similar nature beyond the reasonable control of the party delayed in performing work or doing acts required under this Agreement, performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay, an “Unavoidable Delay”). This Section 17.4.1 shall not be applicable to Airline’s obligations to procure insurance or to pay Airport Fees and Charges, or any other sums, moneys, costs, charges or expenses required to be paid by Airline. If any provision of this Agreement negates or limits the period of any force majeure or Unavoidable Delay extension, such provision shall override this Section 17.4.1 and Airline shall give the City notice of any Unavoidable Delay within a reasonable time (not to exceed one (1) year) following the occurrence of the delaying event.

17.4.2 The City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any Applicable Laws.
Article 18

GENERAL PROVISIONS

18.1 No Partnership or Agency

Nothing herein contained is intended or shall be construed to in any respect create or establish any relationship other than that of licensor and licensee, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Airline the general representative or agent of the City for any purpose whatsoever.

18.2 No Personal Liability

No member, director, officer, elected official or employee of either party to this Agreement shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution thereof.

18.3 Notices

Except as otherwise expressly provided hereunder, all notices and other communications provided for under this Agreement shall be in writing and shall be: (a) mailed; (b) personally delivered, including via overnight courier; or (c) to the extent expressly permitted elsewhere in this Agreement for a specific notice or as mutually agreed by parties, sent by electronic mail with electronic receipt, to the City and Airline at the following addresses:

If to the City, to:

Commissioner
Chicago Department of Aviation
Chicago O’Hare International Airport
10510 West Zemke Road
Chicago, IL  60666
[Non-individual Electronic Mail Address:]

With a copy to:

General Counsel
Chicago Department of Aviation
Chicago O’Hare International Airport
10510 West Zemke Road
Chicago, IL  60666
[Non-individual Electronic Mail Address:]

If to Airline for all notices, except pursuant to Sections 4.3 (City’s Right of Entry), 14.10 (Notice for Environmental Matters) or 18.7 (Service of Process) of this Agreement, to:
If to Airline for notices on environmental matters pursuant to Section 14.10, to:

[cc: airline general contact] ____________________________
[Non-individual Electronic Mail Address]

If to Airline pursuant to Section 4.3 (City’s Right of Entry) of this Agreement, to:

[local station manager] ____________________________
[cc: airline general contact] ____________________________
[Non-individual Electronic Mail Address]

or, with respect to any notice given pursuant to this Section 18.3, to such other person or address as either the City or Airline may hereafter designate by written notice to the other in accordance with this Notices section. Except as otherwise expressly provided hereunder, any notice or communication under this Agreement shall be deemed to have been given or made: (a) if a messenger or courier service is used, when delivered to the addressee; (b) if sent by mail (certified or by other method with tracking and confirmation receipt), upon receipt, or upon attempted delivery where delivery is refused or mail is unclaimed five (5) days after being deposited in the mails, postage prepaid and properly addressed; and (c) if sent by electronic mail, upon receipt by either party of a written reply or electronic receipt. Airline agrees to provide City with any changes to its notice information, including electronic mail addresses, within five (5) business days of such change.

With respect to Section 18.7 (Service of Process) of this Agreement, Airline hereby designates as its agent in Chicago, Illinois;

18.4 Entire Agreement

This Agreement, including the attached Exhibits and endorsements, constitutes the entire agreement of the parties on the subject matter hereof. The parties intend that this Agreement shall be the final expression of their agreement with respect to its subject matter, and may not be
contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever (including prior drafts of the Agreement) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

18.5 Amendment

Except as otherwise expressly provided herein, the provisions of this Agreement may be amended only by a written agreement signed by the City and Airline.

18.6 Applicable Law

This Agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of Illinois.

18.7 Authorization to Operate; Consent to Service of Process and Jurisdiction

18.7.1 Airline represents that it is a corporation organized and existing under the laws of the state shown on the signature page hereof. Airline warrants that it is, and throughout the term of this Agreement it will continue to be, duly qualified to do business in the State of Illinois.

18.7.2 All judicial proceedings brought by the City against Airline with respect to this Agreement may be brought in any court of competent jurisdiction having situs within the boundaries of the federal court district of the Northern District of Illinois including any of the courts within Cook County, and by execution and delivery of this Agreement, Airline accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. Airline hereby designates and appoints the representative designated in Section 18.3 as its agent in Chicago, Illinois to receive on its behalf service of all process in any such proceedings in any such court (which representative shall be available to receive such service during regular business hours), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by Airline to the City of the name and address of a new Agent for Service of Process that works within the geographical boundaries of the State of Illinois and is employed by or contracted with Airline. Airline irrevocably waives any objection (including any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of the City to bring proceedings against Airline in the courts of any other jurisdiction.

18.8 Severability

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions
or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

18.9 Representatives

The City and Airline shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and Airline, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the Commissioner, the City’s representative shall be the Commissioner. Airline’s representative shall be designated in a written notice delivered to the City. Any party hereto may change its designated representative by notice to the other party.

18.10 Successors and Assigns

All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18.11 No Third Party Beneficiaries

Unless otherwise provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

18.12 No Waiver

No failure by a party to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, prior to the expiration of the Term, shall constitute a waiver of such breach or of the non-defaulting party’s right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Agreement.

No waiver of default of any of the terms, covenants and conditions of this Agreement to be performed, kept and observed by the other party shall be construed or operate as a waiver of any subsequent default of any of the terms, covenants or conditions of this Agreement to be performed, kept and observed by the other party.

18.13 No Exclusive Right or Remedy

All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties hereunder or at law or in equity.
18.14 **Labor Disputes**

Airline agrees to use commercially reasonable efforts to avoid disruption to the City, its tenants, or members of the public arising from labor disputes involving Airline, and in the event of a strike, picketing, demonstration or other labor difficulty involving Airline, to use its good offices, including the utilization of available legal remedies Airline deems appropriate, to minimize or eliminate any disruption to the City, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

18.15 **Action or Exercise of Power by the City**

Any provision in this Agreement that requires action or an exercise of power by the City may be performed by the Commissioner or her or his designee, unless otherwise specified in this Agreement.

18.16 **Headings**

The headings of the several sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions, or the interpretation or construction, of this Agreement.

18.17 **Counterparts**

This Agreement may be executed in one or more counterparts.
IN WITNESS WHEREOF, the parties intending to be legally bound have executed this Non-Signatory Airline Operating Agreement this ____ day of _____________ 20__.

CITY OF CHICAGO, an Illinois municipal corporation

By: ______________________________  
Name: ____________________________  
Title: _____________________________

[AIRLINE]

By: ______________________________  
Name: ____________________________  
Title: _____________________________
Exhibit A
Map of the Airport
Exhibit B
Terminal Complex Space Exhibit

The following are included:

B-1.1  Aircraft Apron Areas
B-2.1  Baggage Claim Space Terminal 1 - Concourse B Lower Level
B-2.2  Baggage Claim Space Terminal 2 - Main Concourse Lower Level
B-2.3  Baggage Claim Space Terminal 3 - Main Concourse Lower Level
B-2.4  Baggage Claim Space Terminal 5 - Concourse M Basement
B-3.1  Baggage Make-Up Space Terminal 1 - Concourse B Lower Level
B-3.2  Baggage Make-Up Space Terminal 1 - Concourse B Upper Level
B-3.3  Baggage Make-Up Space Terminal 1 - Concourse C Lower Level
B-3.4  Baggage Make-Up Space Terminal 1 - BC Connector Basement
B-3.5  Baggage Make-Up Space Terminal 2 - Main Concourse Lower Level
B-3.6  Baggage Make-Up Space Terminal 2 - Main Concourse Upper Level
B-3.7  Baggage Make-Up Space Terminal 3 - Main Concourse/Concourse HK Basement
B-3.8  Baggage Make-Up Space Terminal 3 - Main Concourse/Concourse L Lower Level
B-3.9  Baggage Make-Up Space Terminal 3 - Main Concourse Upper Level
B-3.10 Baggage Make-Up Space Terminal 3 - Concourse H/Concourse K Lower Level
B-3.11 Baggage Make-Up Space Terminal 5 - Concourse M Basement
B-3.12 Baggage Make-Up Space Terminal 5 - Concourse M Lower Level
B-4.1  Check-in Space Terminal 1 - Concourse B Upper Level
B-4.2  Check-in Space Terminal 2 - Main Concourse Upper Level
B-4.3  Check-in Space Terminal 3 - Main Concourse Upper Level
B-4.4  Check-in Space Terminal 5 - Concourse M Basement
B-4.5  Check-in Space Terminal 5 - Concourse M Upper Level
B-5.1  FIS Facilities Terminal 5 - Concourse M Basement
B-5.2  FIS Facilities Terminal 5 - Concourse M Lower Level
B-5.3  FIS Facilities Terminal 5 - Concourse M Upper Level
B-6.1  Holdroom Space Terminal 1 - Concourse B Upper Level
B-6.2  Holdroom Space Terminal 1 - Concourse C Upper Level
B-6.3  Holdroom Space Terminal 2 Upper Level
B-6.4  Holdroom Space Terminal 3 Upper Level
B-6.5  Holdroom Space Terminal 5 - Concourse M Upper Level
B-7.1  Common Use Baggage Claim Space Terminal 5 - Concourse M Basement
B-7.2  Common Use Baggage Make-Up Space Terminal 5 - Concourse M Lower Level
B-7.3  Common Use Check-in Space Terminal 5 - Concourse M Upper Level
B-7.4  Common Use Holdroom Space Terminal 5 - Concourse M Upper Level
Chicago O'Hare International Airport
Mayor
Department of Aviation

Baggage Claim Space
Terminal 1 - Concourse B
Lower Level
Effective May 12, 2018

Legend
Baggage Claim Space
Exhibit B-2.2

Legend

Baggage Claim Space

City of Chicago
Rahm Emanuel
Mayor

Chicago O'Hare
International Airport

Department of Aviation

Baggage Claim Space
Terminal 2 - Main Concourse
Lower Level

Effective May 12, 2018
Baggage Claim Space

Effective May 12, 2018

Legend
- Baggage Claim Space
KEY PLAN

Legend

Baggage Make-Up Space

Baggage Make-Up Space
Terminal 1 - Concourse B
Lower Level
Effective May 12, 2018
Baggage Make-Up Space
Terminal 1 - Concourse B
Upper Level
Effective May 12, 2018

Legend
Baggage Make-Up Space
Baggage Make-Up Space
Terminal 1 - Concourse C
Lower Level
Effective May 12, 2018

Legend

Baggage Make-Up Space
KEY PLAN

Baggage Make-Up Space

Terminal 2 - Main Concourse
Lower Level

Effective May 12, 2018

Legend

Baggage Make-Up Space
Legend

Baggage Make-Up Space
Baggage Make-Up Space
Terminal 5 - Concourse M
Lower Level
Effective May 12, 2018

Legend

Baggage Make-Up Space
KEY PLAN

Legend

Check-in Space

Terminal 1 - Concourse B
Upper Level

Effective May 12, 2018
Check-in Space
Terminal 2 - Main Concourse
Upper Level
Effective May 12, 2018

Legend

Check-in Space
KEY PLAN

Legend

Check-in Space

Effective May 12, 2018

Exhibit B-4.3
Check-in Space
Terminal 5 - Concourse M
Upper Level
Effective May 12, 2018

Legend

Check-in Space
Holdroom Space
Terminal 1 - Concourse B
Upper Level
Effective May 12, 2018

Legend
Holdroom Space
Space related to the L-Concourse 5-Gate Expansion will be added to this exhibit upon completion of detailed survey of as-built facilities.
KEY PLAN

Holdroom Space

Legend

Holdroom Space

Effective May 12, 2018
EXHIBIT C

COMPLIANCE WITH LAWS

Section 1. General Provisions

(A) Airline shall comply, and shall include in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement (regardless of whether they are reimbursed by the City) a requirement that its Contractors comply, with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders.

(B) Airline agrees that all of the applicable provisions set forth in this Exhibit will be incorporated in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement.

(C) Further, Airline shall execute, and shall include in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement a requirement that its Contractors execute, such affidavits and certifications as shall be required by the City setting forth Airline’s and its Contractor’s, as applicable, agreement to comply with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders. Such certifications shall be attached and incorporated by reference in the applicable agreements.

(D) In the event that any Contractor is a partnership or joint venture, Airline shall also include provisions in its agreement with Contractor insuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

(E) The City may unilaterally revise this Exhibit from time to time.

Section 2. Federal Nondiscrimination Requirements

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

i. Airline, for itself, its assignees and successors in interest, covenants and 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 program or activity conducted with or
benefitting from Federal financial assistance received by the City from the FAA. In the event of
Airline’s breach of any of the above Nondiscrimination covenants, the City shall have the right
to terminate this Agreement.

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

iii. In the event of Airline’s breach of any of the Nondiscrimination covenants
described in subsection (ii), above, the City shall have the right to terminate this Agreement, and
to enter, re-enter and repossess the Common Use Facilities and the facilities thereon, and hold
the same as if this Agreement had never been made or issued. This subparagraph (iii) shall not
become effective until the procedures of 49 CFR Part 21 are followed and completed, including
the expiration of appeal rights.

iv. Airline shall include these subsections (i) through (iv), inclusive, in
Airline’s licenses, permits and other instruments relating to the Airport, and shall require that its
licensees, permittees and others similarly include these statements in their licenses, permits and
other instruments relating to the Airport.

(B) Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, Airline, for itself, its assignees, and successors
in interest agrees to comply with the following nondiscrimination statutes and authorities;
including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252),
  (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Nondiscrimination In Federally-Assisted Programs of The Department
  of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,
  (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property
  has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended,
  (prohibits discrimination on the basis of disability); and 49 CFR part 27;
The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

(C) Nondiscrimination in Contracting Activities

i. Airline, with regard to any contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. Any contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations.

ii. In all solicitations, either by competitive bidding, or negotiation made by Airline or its contractor for work to be performed under a contract or subcontract, including procurements of materials, or leases of equipment, each potential contractor, subcontractor or
supplier will be notified by the contractor of Airline and contractor’s obligations under the Acts and Regulations relative to non-discrimination on the grounds of race, color, or national origin.

Section 3. **State Nondiscrimination Requirements**

Airline 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 therewith, including the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750, Appendix A. Airline must also comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended; the Environmental Barriers Act, 410 ILCS 25/1 *et seq.*; and all other applicable state laws, rules, regulations and executive orders.

Section 4. **City Nondiscrimination Requirements**

(A) Airline must comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.* of the Municipal Code; and all other applicable Municipal Code provisions, rules, regulations and executive orders.

(B) Further, Airline must furnish, or cause each of its Contractors to furnish, such reports and information as requested by the Chicago Commission of Human Relations.

Section 5. **Affirmative Action**

Airline assures that: (a) it shall undertake an affirmative action program as required by all federal, state and local laws, rules and regulations pertaining to Civil Rights (and any and all amendments thereto), including, without limitation, 49 CFR Part 21 and 49 U.S.C. § 47123, to assure that no person shall, on the grounds of race, creed, color, national origin, sex, or age be excluded from participation in or denied the benefits of the program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA; (b) it shall not engage in employment practices that result in excluding persons on the grounds of race, creed, color, national origin, sex, or age, from participating in or receiving the benefits of any program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA, or in subjecting them to discrimination or another violation of the regulations under any program covered by 49 CFR Part 21 and 49 U.S.C. § 47123; and (c) it shall include the preceding statements of this Section 5 in Airline’s contracts and other applicable documents under this Agreement, and shall require that its contractors and others similarly include these statements in their subcontracts and applicable documents.

Section 6. **Safety and Security**

(A) Airline expressly acknowledges its responsibility to provide security at the Airport in accordance with 49 U.S.C. sec. 449 and 49 CFR Part 1542, “Airport Security,” as such may be amended from time to time, including any applicable rules and regulations promulgated thereunder, and with all rules and regulations of the City concerning security procedures, including the Airport’s approved security program. Airline expressly acknowledges its responsibility to provide security with respect to airplane operations in accordance with 49 CFR
Part 1544, “Aircraft Operator Security,” as such may be amended from time to time, and with the rules and regulations of the City concerning security procedures, including the Airport’s approved security program.

(B) All employees providing services at the Airport must be badged by the City, as provided below in Section 7, “Airport Security Badges.” Airline, Contractors, and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration (“FAA”), the Under Secretary of the Transportation Security Administration (“TSA”), and the City may deem necessary. Airline, its Contractors, their respective employees, invitees and all other persons under the control of Airline must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

(C) All gates and doors that permit entry into restricted areas at the Airport must be kept locked at all times when not in use or under constant security surveillance. Airline shall ensure that such gates and doors within its Common Use Facilities are kept locked at all times when not in use or under Airline’s constant security surveillance. Any gate or door malfunctions discovered by Airline must be reported to the Commissioner without delay and must be kept under constant surveillance, in the case of malfunctions within its Common Use Facilities, until the malfunction is remedied, or in the case of other malfunctions, until relieved by a responsible party.

(D) Airline shall ensure that the following provision is inserted in all contracts entered into with any Contractors and with any labor organizations who furnish skilled, unskilled and craft union skilled labor, or who may provide any materials, labor or services in connection with this Agreement:

“Aviation Security: This Agreement is subject to the airport security requirements of 49 U.S.C. chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 C.F.R. Part 1542 and all other applicable rules and regulations promulgated thereunder. In the event that Airline, or any individual employed by Airline, in the performance of this Agreement, has (i) unescorted access to aircraft located on or at the Airport (ii) unescorted access to secured areas or (iii) capability to allow others to have unescorted access to such aircraft or secured area, Airline shall be subject to, and further shall conduct with respect to its Contractors and their respective employees, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration, the Under Secretary of the Transportation Security Administration and City may deem necessary. Further, in the event this Agreement involves the construction, reconstruction, demolition or alteration of facilities to be
located at or on the Airport, Airline shall, notwithstanding anything contained herein, at no cost to City, perform all obligations hereunder in compliance with those guidelines developed by City, the Transportation Security Administration and the Federal Aviation Administration, and in effect as of the Effective Date with the objective of maximum security enhancement. In the event the Agreement involves the design of facilities or equipment, the drawings, plans, and specifications to be provided under the Agreement shall comply with those guidelines developed by City, the Transportation Security Administration and the Federal Aviation Administration and in effect at the time of the submittal of such drawings, plans, and specifications."

Section 7. Airport Security Badges

(A) As part of Airport operations and security, Airline must obtain from the Airport badging office Airport Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Airline has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver’s Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his or her discretion, including but not limited to name, address, date of birth (and for vehicles, driver’s license and appropriate stickers). Airline is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his or her designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his or her sole discretion. Airline must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working under this Agreement.

(B) As provided in Section 6 above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check ("CHRC") conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

(C) Airport Security Badges, Vehicle Permits and Driver’s Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Airline will be jointly and severally liable for any fines imposed on its employees or its Contractors’ employees at the Airport by the City.

(D) In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Driver’s Licenses must be adhered to:
i. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the Airport.

ii. All individuals operating a vehicle on the Aircraft Operations Area (“AOA”) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operator’s Driver’s License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver’s Permit.

iii. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.

iv. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.

v. Airline’s personnel who function as supervisors, and those that escort Airline’s equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

Section 8. Confidentiality of Airport Security Data

Airline has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act, such as information affecting security of the airport (“Airport Security Data”). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Airline acknowledges that information provided to, generated by, or encountered by Airline may include Airport Security Data. If Airline fails to safeguard the confidentiality of Airport Security Data, Airline is liable for the reasonable costs of actions taken by the City, the Federal Aviation Administration (“FAA”), or the Transportation Security Administration (“TSA”) that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement by Airline must contain the language of this section. If Airline fails to incorporate the required language in all such agreements, the provisions of this section are deemed incorporated in all such agreements.

Section 9. Americans with Disabilities Act and Air Carrier Access Act

(A) Airline shall be solely and fully responsible for ensuring that Airline’s operations, wherever they may occur at the Airport, and any improvements made by Airline pursuant to this Agreement, shall comply with Title II (to the extent applicable) and III of the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., as amended from time to time (“ADA”), and the Air Carrier Access Act, 49 U.S.C. § 41705, as amended from time to time (“ACAA”), including
without limitation any obligation to provide boarding and deplaning assistance at the Airport. In
the event of a violation of or non-compliance with Title II (to the extent applicable) or III of the
ADA or the ACAA, Airline shall develop a work plan to correct such violation or non-
compliance. The City's approval of or acceptance of any aspect of Airline's activities under this
Agreement shall not be deemed or construed in any way as a representation that such item,
activity or practice complies with the ADA or the ACAA. Airline agrees to indemnify, defend,
and hold the City harmless from any and all costs incurred by the City with respect to Airline's
failure to comply with the ADA or the ACAA for Airline’s operations or any improvements
made by Airline at the Airport. The City shall comply with the ADA and the ACAA as
applicable to any facilities constructed by the City and any improvements made by the City at the
Airport.

(B) Airline shall insure that the appropriate provision set forth below is inserted in all
contracts entered into with any design professional or with any Contractors and any labor
organizations which furnish skilled, unskilled and craft union skilled labor, or which may
provide any materials, labor or services in connection with this Agreement:

Designs

“The Consultant warrants that all design documents produced for the City
under this Agreement shall comply with all federal, state and local laws
and regulations regarding accessibility standards for disabled or
environmentally limited persons including, but not limited to, the
following: Americans with Disabilities Act, 42 U.S.C. sec. 12101 et seq.;
41 C.F.R. part 60 et seq.; the Uniform Federal Accessibility Standards
(“UFAS”) or the Americans with Disabilities Act Accessibility Guidelines
for Buildings and Facilities (“ADAAG”); the Air Carrier Access Act, 49
Act. 410 ILCS 25/1 et seq., and the regulations promulgated thereto at 71
Ill. Adm. Code ch. 1, Sec. 400.110 et seq.; and all other applicable
statutes, rules, regulations and executive orders. In the event that the
above cited standards are inconsistent, the Consultant shall comply with
the standards providing greater accessibility.”

Construction Contracts

“All construction or alteration undertaken by Contractor under this
contract shall be performed in compliance with all federal, state and local
laws and regulations regarding accessibility standards for disabled or
environmentally limited persons including, but not limited to, the
following: Americans with Disabilities Act, 42 U.S.C. sec. 12101 et seq.;
41 C.F.R. part 60 et seq.; the Uniform Federal Accessibility Standards
(“UFAS”) or the Americans with Disabilities Act Accessibility Guidelines
for Buildings and Facilities (“ADAAG”); the Air Carrier Access Act, 49
Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at 71
Section 10. **Boarding and Deplaning Assistance**

(A) **Airline Responsibilities**

i. As required by 14 C.F.R. § 382.95(b), Airline “must . . . provide boarding and deplaning assistance through the use of lifts or ramps at [O’Hare] where boarding and deplaning by level-entry loading bridges or accessible passenger lounges is not available.” Consistent with the requirements of 14 C.F.R. § 382, Airline shall be responsible for acquiring or making arrangement – whether directly or through its ground handlers, other airlines operating at O’Hare, CDA (as set forth below in Section (B) or otherwise – for boarding and deplaning assistance devices for use with its aircraft at O’Hare.

ii. Consistent with the requirements of 14 C.F.R. § 382.141, Airline shall ensure that those personnel involved in providing boarding and deplaning assistance through the use of lifts, ramps or other accessibility devices are properly trained in the use and operation of the devices and appropriate boarding and deplaning assistance procedures that safeguard the safety and dignity of passengers.

iii. As explained in 66 Federal Register 22107, the use of a boarding chair to carry a passenger up or down stairs is only permitted in “abnormal circumstances (e.g., if a lift breaks down),” and “is conditioned on the passenger’s consent (except in the case of emergency evacuations).” Furthermore, pursuant to 14 C.F.R. § 382.101, Airline personnel “must never use hand-carrying (i.e., directly picking up the passenger's body in the arms of one or more carrier personnel to effect a level change the passenger needs to enter or leave the aircraft), even if the passenger consents, unless this is the only way of evacuating the individual in the event of an emergency.”

(B) **CDA Mechanical Lift**

i. The City owns a mechanical lift (“CDA Lift”) that can be used to board and deplane mobility-impaired passengers on aircraft covered by 49 CFR § 27.72.

ii. Airline may request the right to use the CDA Lift at O’Hare to satisfy its obligations under the Air Carrier Access Act (49 U.S.C. § 41705) and the regulations promulgated thereunder (14 CFR § 382.95) and will be allowed to use the CDA Lift, on the terms and conditions set forth herein.

iii. The City will make the CDA Lift available to Airline on a first-come, first-serve basis with other airlines. The City shall have no liability to Airline if the CDA Lift is not available at the time required by Airline.
(C) Agreements and Acknowledgements

i. Airline hereby acknowledges and agrees that the CDA Lift is made available to Airline “as is.” The City makes no warranty or representation, either express or implied, as to the design or condition of, or as to the quality of the CDA Lift, and the City makes no warranty of merchantability of fitness for a particular purpose or any component thereof as to any other matter, it being agreed that all such risks, as between the City and Airline, are to be borne by Airline, and the benefits of any and all implied warranties of the City are hereby waived by Airline.

ii. Airline agrees that it will only use and operate the CDA Lift with trained City personnel: (i) in accordance with the manufacturer’s instructions and the requirements of all applicable laws and regulations; (ii) on aircraft that are compatible with the CDA Lift; (iii) with Airline personnel or Airline’s ground handler personnel who have been properly trained to assist passengers on or off of the CDA Lift; (iv) with reasonable care; and (v) in connection with aircraft that Airline is authorized to operate or ground handle.

iii. Airline further agrees to take good care of the CDA Lift when using it, reasonable wear and tear excepted. Airline agrees to reimburse the City promptly after written demand for any costs incurred by the City in repairing or replacing the CDA Lift, if it was damaged or destroyed while in Airline’s possession or under its control.

Section 11. Inspector General

Pursuant to Article 16 of this Agreement, Airline shall ensure that the provision set forth below is inserted in all contracts or agreements entered into with any contractors, subtenants or licensees/sub-licensees, and any work or service providers providing any materials, labor, or services in connection with this Agreement, including but not limited to design professionals and Project Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor:

“[Contractor/Subtenant] and all of its [subcontractors/subtenants] have a duty to cooperate with the Inspector General of the City of Chicago in any investigation or hearing, if applicable, undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. [Contractor/Subtenant] understands and will abide by all provisions of that chapter. All [subcontracts/subtenant agreements] must inform [contractors/subtenants] of this provision and require understanding and compliance with it.”

Additionally, with respect to any work or services to be paid by the City, pursuant to MCC 2-156-018 it is the duty of Airline, and any of its Project Contractors, to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. “Corrupt activity” means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such
a report will be an event of default under any applicable reimbursement agreement. Reports may be made to the Inspector General’s toll-free hotline, 866-IG-TIPLINE (866-448-4754).

Section 12. Multi-Project Labor Agreement

The City has entered into the Multi-Project Labor Agreement (“PLA”) with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work on City property, as described in the PLA, a copy of which may be found on the City’s website at:


To the extent that Airline engages in work subject to the PLA, whether or not reimbursed by the City, Airline acknowledges familiarity with the requirements of the PLA and shall comply with them.

Section 13. Minimum Wage and Other Labor Laws

Airline will comply with all applicable federal, state, and local labor laws and regulations, including, without limitation: the Fair Labor Standards Act, 29 U.S.C. § 201; the Occupational Safety and Health Act, 20 CFR Part 1910; and City minimum wage ordinances and executive orders and associated rules and regulations. This includes, without limitation, compliance with the wage requirements set forth in Mayoral Executive Order 2014-1, incorporated by reference, to the extent that the Order would apply to Airline’s activities.

Section 14. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

(A) Neither Airline or any person or entity who directly or indirectly has an ownership or beneficial interest in Airline of more than 7.5% (“Owners”), spouses and domestic partners of such Owners, Airline’s Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% (“Sub-owners”) and spouses and domestic partners of such Sub-owners (Airline and all the other preceding classes of persons and entities are together, the “Identified Parties”), shall make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee (as such term is defined in Municipal Code Chapter 2-156) (a) after execution of this Agreement by Airline, (b) while this Agreement or another agreement between Airline and the City (an “Other Contract”) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

(B) From the date the City approached Airline or the date Airline 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 the Mayor’s political fundraising committee.

(C) Airline shall not (i) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee; (ii)
reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor’s political fundraising committee; or (iii) bundle or solicit others to bundle contributions to the Mayor or to the Mayor’s political fundraising committee.

(D) The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this Section 14 or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this Section 14 or Mayoral Executive Order No. 2011-4.

(E) Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 14 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement and any Other Contract, for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including termination for default) under this Agreement, under any Other Contract, at law and in equity. This Section 14 amends any Other Contract with respect to the matters described herein and supersedes any inconsistent provision contained therein.

Section 15. Certification Regarding Lobbying

(A) Airline certifies by signing and submitting this Agreement, to the best of its knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Airline, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

iii. Airline shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(B) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
Section 16.  Distracted Driving

(A)  In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

(B)  In support of this initiative, the City encourages Airline to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project.  Airline must include the substance of this Section 16 in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.
Exhibit I
Illustrative Rates and Charges Calculations
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<td>Capital Costs</td>
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<tr>
<td>Debt Service</td>
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<tr>
<td>minus:</td>
<td></td>
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<tr>
<td>Pledged or Applied PFC Revenues</td>
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<tr>
<td>Federal Funds, BAB Subsidy and Others</td>
<td>[c]</td>
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<tr>
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<td>[d] = [a] - [b] - [c]</td>
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<td>Subtotal</td>
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<tr>
<td>Shortfall in Air Service Incentive Program</td>
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<tr>
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<td>Forecast Maximum Gross Landed Weight</td>
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<td><strong>Landing Fee Rate</strong></td>
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Table 2
Terminal Rental Rates
Chicago - O'Hare International Airport

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<tr>
<th>Total Terminal Revenue Requirements</th>
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</thead>
<tbody>
<tr>
<td>Capital Costs</td>
<td></td>
</tr>
<tr>
<td>Debt Service</td>
<td>[a]</td>
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<tr>
<td>minus:</td>
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<tr>
<td>Pledged or Applied PFC Revenues</td>
<td>[b]</td>
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<td>Federal Funds, BAB Subsidy and Others</td>
<td>[c]</td>
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<tr>
<td>Net Debt Service</td>
<td>[d] = [a] - [b] - [c]</td>
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<td>Debt Service Coverage Requirement</td>
<td>[e]</td>
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<td>Pre-Approved Allowances</td>
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<td>Equipment Purchases and Small Capital Outlay</td>
<td>[h]</td>
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<tr>
<td>Capital Costs</td>
<td>[A] = [d] + [e] + [f] + [g] + [h]</td>
</tr>
<tr>
<td>O&amp;M Expenses</td>
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<td>Required Deposits</td>
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<tr>
<td>Unrecovered Domestic Common Use Gate Fees</td>
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<tr>
<td>Subtotal</td>
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<tr>
<td>Plus or minus</td>
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<td>Interest Income</td>
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<td>Terminal Concession Revenues</td>
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<td>Other Terminal Rental Payments</td>
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<td>Net CRE Revenues for Capital Costs</td>
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<td>Other Rate Covenant Requirements</td>
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<td>Less:</td>
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<tr>
<td>Terminal Space Revenue Requirements</td>
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<td>Weighted Airline Terminal Rented Space</td>
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<tr>
<td>Base Terminal Rental Rate</td>
<td>[U] = [S]/[T]</td>
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<tr>
<td>Discount Terminal Rental Rate</td>
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Common Use Gate Fees
Chicago - O'Hare International Airport

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<th>Base Terminal Rental Rate</th>
<th>Domestic Common Use Holdroom Space Costs</th>
<th>[c] = [a] * [b] plus SET Costs</th>
<th>[d]</th>
<th>City Equipment Costs</th>
<th>[e]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Delivered Seats</td>
<td>[B]</td>
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<tr>
<td>Domestically Common Use Gate Fee</td>
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<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Imputed Domestic Common Use Gate Fee</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td>International Common Use Gate Revenue Requirement</td>
<td></td>
<td></td>
<td></td>
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<tr>
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<td>[a] = 2,650</td>
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<td>Base Terminal Rental Rate</td>
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</tr>
<tr>
<td>International Common Use Holdroom Space Costs</td>
<td>[c] = [a] * [b] plus SET Costs</td>
<td>[d]</td>
<td>estimated cost for one gate</td>
<td></td>
<td></td>
<td>City Equipment Costs</td>
<td>[e]</td>
<td>estimated cost for one gate</td>
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</tr>
<tr>
<td>Subtotal</td>
<td>[A] = [c] + [d] + [e]</td>
<td>[B]</td>
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<td></td>
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<td>548,000 Annual Total Delivered Seats</td>
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<tr>
<td>Imputed Domestic Common Use Gate Fee</td>
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<tr>
<td>International Common Use Holdroom Space Square Footage</td>
<td>[a]</td>
<td></td>
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<td></td>
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<td></td>
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<tr>
<td>Base Terminal Rental Rate</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>International Common Use Holdroom Space Costs</td>
<td>[c] = [a] * [b] plus SET Costs</td>
<td>[d]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Equipment Costs</td>
<td>[e]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less: Domestic Fees for Int'l Gate</td>
<td>[f]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>International Common Use Gate Revenue Requirement</td>
<td>[A] = [c] + [d] + [e] - [f]</td>
<td>[B]</td>
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<td></td>
<td></td>
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<tr>
<td>Int'l Common Use Gate Seats</td>
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<tr>
<td>Int'l Common Use Gate Fee</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
# Table 4

Common Use Baggage System Fees  
Chicago - O’Hare International Airport

<table>
<thead>
<tr>
<th>Index</th>
<th>Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Common Use Baggage Make-up Revenue Requirement</td>
<td>$c = [a] \times [b] + [d] + [e]$</td>
</tr>
<tr>
<td>Domestic Common Use Baggage Make-up Square Footage</td>
<td>$[a]$</td>
</tr>
<tr>
<td>Discount Terminal Rental Rate</td>
<td>$[b]$</td>
</tr>
<tr>
<td>Domestic Common Use Baggage Make-up Space Costs</td>
<td>$[c] = [a] \times [b]$</td>
</tr>
<tr>
<td>SET Costs</td>
<td>$[d]$</td>
</tr>
<tr>
<td>City Equipment Costs</td>
<td>$[e]$</td>
</tr>
<tr>
<td>Domestic Common Use Baggage Make-up Revenue Requirement</td>
<td>$[A] = [c] + [d] + [e]$</td>
</tr>
<tr>
<td>Outbound Checked Bags</td>
<td>$[B]$</td>
</tr>
<tr>
<td>Domestic Common Use Baggage Make-up Fee</td>
<td>$[A]/[B]$</td>
</tr>
</tbody>
</table>

Int'l Common Use Baggage Make-up Revenue Requirement  
$[A] = [c] + [d] + [e] - [f]$  
Outbound Checked Bags | $[B]$  
Int'l Common Use Baggage Make-up Fee | $[A]/[B]$  

Common Use Baggage Claim Revenue Requirement  
$[A] = [c] + [d] + [e]$  
Arriving Domestic Seats (inc. Pre-cleared) | $[B]$  
Common Use Baggage Claim Fee | $[A]/[B]$
| Table 5 |
| Common Use Check-in Fees |
| Chicago - O'Hare International Airport |

<table>
<thead>
<tr>
<th>Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Common Use Check-in Revenue Requirement</td>
</tr>
<tr>
<td>Domestic Common Use Check-in Square Footage</td>
</tr>
<tr>
<td>Base Terminal Rental Rate</td>
</tr>
<tr>
<td>Domestic Common Use Check-in Space Costs</td>
</tr>
<tr>
<td>plus</td>
</tr>
<tr>
<td>SET Costs</td>
</tr>
<tr>
<td>City Equipment Costs</td>
</tr>
<tr>
<td>Domestic Common Use Check-in Revenue Requirement</td>
</tr>
<tr>
<td>Domestic Common Use Check-in Hours</td>
</tr>
<tr>
<td><strong>Domestic Common Use Check-in Fee</strong></td>
</tr>
</tbody>
</table>

| Int'l Common Use Check-in Revenue Requirement |
| Main Terminal Common Use Check-in Square Footage | [a] |
| Base Terminal Rental Rate | [b] |
| Main Terminal Common Use Check-in Space Costs | \[c = [a] \times [b]\] |
| plus |
| SET Costs | [d] |
| City Equipment Costs | [e] |
| Int'l Common Use Check-in Revenue Requirement | \[A = [c] + [d] + [e]\] |
| International Common Use Check-in Hours | [B] |
| **Int'l Common Use Check-in Fee** | \[A/B\] |
Table 6
FIS Facility Fee
Chicago - O'Hare International Airport

<table>
<thead>
<tr>
<th>Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIS Revenue Requirement</td>
</tr>
<tr>
<td>FIS Facility Space Costs</td>
</tr>
<tr>
<td>Base Terminal Rental Rate</td>
</tr>
<tr>
<td>FIS Facility Space Costs plus</td>
</tr>
<tr>
<td>SET Costs</td>
</tr>
<tr>
<td>City Equipment Costs</td>
</tr>
<tr>
<td>FIS Users</td>
</tr>
<tr>
<td>FIS Facility Fee</td>
</tr>
<tr>
<td>FIS Facility Fee</td>
</tr>
</tbody>
</table>
Exhibit J
Previously Approved Projects
### CHICAGO O'HARE INTERNATIONAL AIRPORT

#### PREVIOUSLY APPROVED PROJECTS

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>MII SUBMISSION</th>
<th>CRC ALLOCATION</th>
<th>PROJECT PHASE</th>
<th>APPROVED PROJECT COST</th>
<th>STATUS</th>
<th>Continuing Conditions of Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATS Running Rail Replacement</td>
<td>2012B</td>
<td>Park/Ground Trans</td>
<td>Construction</td>
<td>$ 9,945,160</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>ATS Railwork</td>
<td>2013A</td>
<td>ATS Cost Pool</td>
<td>Purchase and Install</td>
<td>$ 11,600,000</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>O'Hare Bridge Repairs (Bridge Structures, Roadway and Taxi Rehab Construction)</td>
<td>2012B</td>
<td>50% Roadway Cost Pool &amp; 50% Airfield</td>
<td>Construction</td>
<td>$ 2,300,000</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>Large Frame Aircraft Training Mock-Up RFP</td>
<td>2013A/2017A</td>
<td>Airfield</td>
<td>DBB</td>
<td>$ 5,100,000</td>
<td>ACTIVE</td>
<td>Work to be performed by OATS</td>
</tr>
<tr>
<td>Cathodic Protection Systems at Alpha and Bravo</td>
<td>2014/2016C</td>
<td>Airfield</td>
<td>Design/Construction</td>
<td>$ 806,268</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>Emergency and Standby Power System Upgrade</td>
<td>2014C/2017A</td>
<td>Terminal</td>
<td>Construction</td>
<td>$ 39,997,840</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>ORD Bridge and Elevated Parking Structure Biennial</td>
<td>2014C</td>
<td>Park/Ground Trans</td>
<td>Design</td>
<td>$ 350,000</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>Pedestrian Tunnel Repair (Water Infiltration)</td>
<td>2014C</td>
<td>Terminal</td>
<td>Design</td>
<td>$ 900,000</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>Ring and Utility Tunnel Repairs</td>
<td>2014C</td>
<td>H&amp;R Cost Pool</td>
<td>Design</td>
<td>$ 1,000,000</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>Terminal Area Fire Main Replacement</td>
<td>2014C</td>
<td>Terminal</td>
<td>Design</td>
<td>$ 1,000,000</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>Bessie Coleman Water Main Replacement</td>
<td>2015A</td>
<td>Roadway cost pool</td>
<td>Design/Construction</td>
<td>$ 3,825,000</td>
<td>ACTIVE</td>
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</tr>
<tr>
<td>Ring and Utility Tunnel Repair Program</td>
<td>2015A</td>
<td>H&amp;R Cost Pool</td>
<td>Construction</td>
<td>$ 8,820,000</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>Taxiways A &amp; B Study U of I</td>
<td>2015A</td>
<td>Airfield</td>
<td>Planning</td>
<td>$ 405,000</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>Burlington Building Demo - Police Facility</td>
<td>2015B/2017A</td>
<td>Airfield</td>
<td>Dema/Construction</td>
<td>$ 7,300,000</td>
<td>ACTIVE</td>
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<tr>
<td>Cathodic Protection Testing and Investigation</td>
<td>2015B</td>
<td>Airfield</td>
<td>Design</td>
<td>$ 840,000</td>
<td>ACTIVE</td>
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</tr>
<tr>
<td>Baggage Service Alley Retaining Wall Replacement</td>
<td>2012B</td>
<td>Airfield</td>
<td>Design</td>
<td>$ 700,000</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>Baggage Service Alley Retaining Wall Replacement</td>
<td>2012B</td>
<td>Airfield</td>
<td>Construction</td>
<td>$ 5,035,872</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>Replacement of High Temperature Water Generators (8)- Construction</td>
<td>2016A</td>
<td>H&amp;R Cost Pool</td>
<td>Construction</td>
<td>$ 36,882,971</td>
<td>ACTIVE</td>
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<tr>
<td>Elevated Parking Structure Repairs</td>
<td>2016C</td>
<td>Park/Ground Trans</td>
<td>Design</td>
<td>$ 300,000</td>
<td>ACTIVE</td>
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<tr>
<td>Leak Repairs to B&amp;C Tunnel</td>
<td>2016C</td>
<td>Terminal</td>
<td>Design</td>
<td>$ 1,000,000</td>
<td>ACTIVE</td>
<td></td>
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<tr>
<td>Public Address System Upgrades</td>
<td>2016C</td>
<td>Terminal</td>
<td>DBB</td>
<td>$ 14,179,789</td>
<td>ACTIVE</td>
<td></td>
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<tr>
<td>Trunk Radio System</td>
<td>2016C</td>
<td>Airfield</td>
<td>DBB</td>
<td>$ 8,171,000</td>
<td>ACTIVE</td>
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</tr>
<tr>
<td>Pedestrian Tunnel Repair (Architectural)</td>
<td>2016C/2017A</td>
<td>Park/Ground Trans</td>
<td>Design</td>
<td>$ 897,816</td>
<td>ACTIVE</td>
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<tr>
<td>Recirculation Bridge Reconstruction (Design)</td>
<td>2017A</td>
<td>Roadway cost pool</td>
<td>Design</td>
<td>$ 600,000</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>Upper Level Roadway Traffic Barrier Rail Replacement</td>
<td>2017A</td>
<td>Roadway cost pool</td>
<td>Design &amp; Construction</td>
<td>$ 2,950,000</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>T5 Expansion</td>
<td>2017 T5 Expansion</td>
<td>Terminal</td>
<td>Plan, Design &amp; Const.</td>
<td>$ 266,800,000</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>Implementation 2017</td>
<td>2017A/2017B</td>
<td>45% Terminal, 20% Parking &amp; Ground Trans, 35% Airfield</td>
<td>Other</td>
<td>$ 22,606,462</td>
<td>ACTIVE</td>
<td></td>
</tr>
</tbody>
</table>

Exhibit J

Previously Approved Projects

This exhibit provides the list of Previously Approved Projects that have been approved by Air Carriers under Prior Use and Lease Agreements and reconfirmed by execution of the Agreement, pursuant to Section 10.1. The exhibit contains two types of projects: (1) projects that have been approved under Prior Use and Lease Agreements as of February 26, 2018 and (2) projects that are anticipated to be approved under Prior Use and Lease Agreements between February 27, 2018 and May 11, 2018. For the second category of projects, the projects shall not be considered Previously Approved Projects under the Section 10.1 of the Agreement unless they are approved under the Prior Use and Lease Agreements prior to May 12, 2018.
<table>
<thead>
<tr>
<th>Description</th>
<th>Year/Status</th>
<th>Location</th>
<th>Type</th>
<th>Cost</th>
<th>Conditions of Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Runway 9C-27C Site Prep, Earthwork and Paving</td>
<td>2016B</td>
<td>Airfield</td>
<td>Construction</td>
<td>$558,400,000</td>
<td>MULTIPLE BID PACKAGES, SOME IN CONSTRUCTION, SOME PENDING</td>
</tr>
<tr>
<td>Runway 9C-27C Enabling Projects</td>
<td>2016B</td>
<td>Airfield</td>
<td>Construction</td>
<td>$90,100,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Centralized De-Icing Pads</td>
<td>2016B</td>
<td>Airfield</td>
<td>Design/Construction</td>
<td>$118,000,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Bravo Pad Employee Interim Parking Associated Roadway Reconfiguration</td>
<td>2017 - 9C Projects</td>
<td>Airfield</td>
<td>Design &amp; Construction</td>
<td>$40,401,792</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>10R-28L (10R Safety &amp; Security)</td>
<td>2011 - OMP</td>
<td>Airfield</td>
<td>Construction</td>
<td>$10,377,053</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>10R-28L (ARFF 1 Expansion)</td>
<td>2011 - OMP</td>
<td>Airfield</td>
<td>Construction</td>
<td>$8,492,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Projects Not Yet Procured</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I-190 Lift Station Replacement</td>
<td>2014C</td>
<td>Airfield</td>
<td>Construction</td>
<td>$1,650,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Miami Beach Lift Station Replacement</td>
<td>2016C</td>
<td>Terminal</td>
<td>Construction</td>
<td>$6,835,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Airside People Mover (APM) and Associated Tunnels (Conceptual Design)</td>
<td>2017B</td>
<td>Airfield</td>
<td>Design</td>
<td>$9,500,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Oversize GSE Road - NW Hangar Area (9C)</td>
<td>2017 - 9C Projects</td>
<td>Airfield</td>
<td>Design &amp; Construction</td>
<td>$5,221,060</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Crossfield Taxiway System and Taxiway A &amp; B Relocation</td>
<td>2016B</td>
<td>Airfield</td>
<td>Design/Construction</td>
<td>$186,300,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Additional ATS Pedestrian Bridges at Terminal 1 &amp; 3</td>
<td>2017A</td>
<td>ATS Cost Pool</td>
<td>Study &amp; Design</td>
<td>$1,500,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Replace Passenger and Freight Elevators H&amp;R Plant</td>
<td>2017A</td>
<td>H&amp;R Cost Pool</td>
<td>Design &amp; Construction</td>
<td>$2,170,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Concourses G &amp; L Gate Swap</td>
<td>2017B</td>
<td>Terminal</td>
<td>Design &amp; Construction</td>
<td>$54,382,675</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Restroom Modernization Program Phase 5</td>
<td>2017B</td>
<td>Terminal</td>
<td>Construction</td>
<td>$7,000,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Runway 4L-22R Partial Reconstruction (Design)</td>
<td>2017B</td>
<td>Terminal</td>
<td>Design</td>
<td>$1,400,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Terminal 5 Upper Level Control System Replacement</td>
<td>2017B</td>
<td>Terminal</td>
<td>Design &amp; Construction</td>
<td>$875,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Single Line Electrical Diagram Phase Study - Ph II</td>
<td>2013A/2017B</td>
<td>Terminal</td>
<td>Planning/Design</td>
<td>$2,100,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>I-190 Lift Station Replacement</td>
<td>2018A</td>
<td>Airfield</td>
<td>Construction</td>
<td>$3,566,736</td>
<td>March 2018 MII APPROVAL</td>
</tr>
<tr>
<td>Implementation 2018 First Half</td>
<td>2018A</td>
<td>Airfield</td>
<td>Construction</td>
<td>$16,336,735</td>
<td>March 2018 MII APPROVAL</td>
</tr>
<tr>
<td>Implementation (Previously Approved Projects)</td>
<td>2018A</td>
<td>Airfield</td>
<td>Construction</td>
<td>$24,254,485</td>
<td>March 2018 MII APPROVAL</td>
</tr>
<tr>
<td>Concourses G &amp; L Gate Swap</td>
<td>2018A</td>
<td>Terminal</td>
<td>N/A - no costs</td>
<td>$23,307,040</td>
<td>March 2018 MII APPROVAL</td>
</tr>
<tr>
<td>Incident Management Center (IMC) Renovations</td>
<td>2018A</td>
<td>Airfield</td>
<td>Construction</td>
<td>$2,145,000</td>
<td>March 2018 MII APPROVAL</td>
</tr>
<tr>
<td>Measurement and Verification Control System</td>
<td>2018A</td>
<td>H&amp;R Cost Pool</td>
<td>Installation</td>
<td>$1,520,640</td>
<td>March 2018 MII APPROVAL</td>
</tr>
<tr>
<td>North Airfield Lighting Control Vault Upgrades</td>
<td>2018A</td>
<td>Airfield</td>
<td>Installation</td>
<td>$4,249,631</td>
<td>March 2018 MII APPROVAL</td>
</tr>
<tr>
<td>Recirculation Bridge Reconstruction</td>
<td>2018A</td>
<td>Roadway cost pool</td>
<td>Construction</td>
<td>$6,879,600</td>
<td>March 2018 MII APPROVAL</td>
</tr>
<tr>
<td>Ring and Utility Tunnel Concrete Repairs Priorities 1 &amp; 2</td>
<td>2018A</td>
<td>H&amp;R Cost Pool</td>
<td>Construction</td>
<td>$13,500,000</td>
<td>March 2018 MII APPROVAL</td>
</tr>
<tr>
<td>Ring and Utility Tunnel Concrete Repairs Priorities 3-9</td>
<td>2018A</td>
<td>H&amp;R Cost Pool</td>
<td>Construction</td>
<td>$17,359,154</td>
<td>March 2018 MII APPROVAL</td>
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<tr>
<td>Roadway Light Pole Replacement Program</td>
<td>2018A</td>
<td>Roadway cost pool</td>
<td>Installation</td>
<td>$672,000</td>
<td>March 2018 MII APPROVAL</td>
</tr>
<tr>
<td>Salt Storage Facility</td>
<td>2018A</td>
<td>Roadway cost pool / Indirect</td>
<td>Installation</td>
<td>$4,187,500</td>
<td>March 2018 MII APPROVAL</td>
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<tr>
<td>Project Description</td>
<td>Year</td>
<td>Location</td>
<td>Work Type</td>
<td>Cost</td>
<td>Approval Date</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------</td>
<td>------</td>
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<tr>
<td>Terminal 1 Apron LED Lighting</td>
<td>2018A</td>
<td>Airfield</td>
<td>Installation</td>
<td>$1,393,920</td>
<td>March 2018 MII APPROVAL</td>
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<tr>
<td>Terminal 3 Apron LED Lighting</td>
<td>2018A</td>
<td>Airfield</td>
<td>Installation</td>
<td>$1,742,400</td>
<td>March 2018 MII APPROVAL</td>
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<tr>
<td>Terminal 3 Concourses H&amp;K and Building BC HVAC Upgrades</td>
<td>2018A</td>
<td>Terminal</td>
<td>Installation</td>
<td>$40,879,183</td>
<td>March 2018 MII APPROVAL</td>
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<tr>
<td>Terminal 3 Safety Glass Installation</td>
<td>2018A</td>
<td>Terminal</td>
<td>Installation</td>
<td>$1,357,388</td>
<td>March 2018 MII APPROVAL</td>
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<tr>
<td>Terminal 5 CBS Optimization &amp; CBRA Upgrade</td>
<td>2018A</td>
<td>Terminal</td>
<td>Construction</td>
<td>$990,939</td>
<td>March 2018 MII APPROVAL</td>
</tr>
<tr>
<td>Terminal 5 Building Automation Migration and Upgrade of Life Safety Automation Panels</td>
<td>2018A</td>
<td>Terminal</td>
<td>Other</td>
<td>$3,181,220</td>
<td>March 2018 MII APPROVAL</td>
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<tr>
<td>Terminal 5 Common Use Lobby Integration</td>
<td>2018A</td>
<td>Terminal</td>
<td>Construction</td>
<td>$5,252,029</td>
<td>March 2018 MII APPROVAL</td>
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<tr>
<td>Terminal 5 Glazing Re-Gasketing</td>
<td>2018A</td>
<td>Terminal</td>
<td>Other</td>
<td>$6,045,600</td>
<td>March 2018 MII APPROVAL</td>
</tr>
<tr>
<td>Terminal Area Fire Main Installation / Lower Level Utility / Pavement Reconstruction</td>
<td>2018A</td>
<td>Terminal</td>
<td>Installation</td>
<td>$26,616,394</td>
<td>March 2018 MII APPROVAL</td>
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<tr>
<td>On Call Funding - Term Construction (Not Bid)</td>
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<td>Signage Planning and Changes Allowance</td>
<td>2012B</td>
<td>Terminal</td>
<td>Design/Construction</td>
<td>$1,000,000</td>
<td>ACTIVE</td>
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<tr>
<td>Exterior Terminal Airside Maintenance Phase 2</td>
<td>2011B</td>
<td>Terminal</td>
<td>Design/Construction</td>
<td>$1,830,697</td>
<td>ACTIVE</td>
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<tr>
<td>Exterior Terminal Airside Maintenance Phase 3</td>
<td>2012B</td>
<td>Terminal</td>
<td>Design/Construction</td>
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<td>ACTIVE</td>
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<td>Asbestos Abatement in Terminal 2 and Terminal 3</td>
<td>2013A</td>
<td>Terminal</td>
<td>Design/Construction</td>
<td>$1,000,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Airside Pavement Replacement (Ramp)</td>
<td>2016C</td>
<td>Airfield</td>
<td>Construction</td>
<td>$5,500,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>T1 and T3 LED Lighting Retrofit</td>
<td>2016C</td>
<td>Terminal</td>
<td>Study &amp; Installation</td>
<td>$1,500,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Type 1 Marker Lightbase Replacement</td>
<td>2016C</td>
<td>Airfield</td>
<td>Construction</td>
<td>$1,000,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Apron Pavement Replacement 2017-2018</td>
<td>2017B</td>
<td>Airfield</td>
<td>Construction</td>
<td>$17,000,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Purchase Orders (no markup)</td>
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<tr>
<td>Access Control Hardware Upgrade</td>
<td>2013A</td>
<td>Airfield</td>
<td>Purchase and Install</td>
<td>$4,157,826</td>
<td>ACTIVE</td>
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<tr>
<td>Vehicle Procurement</td>
<td>2013A</td>
<td>Airfield</td>
<td>Purchase</td>
<td>$8,000,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Vehicle Replacement Program - Snow Blowers</td>
<td>2014A</td>
<td>Airfield</td>
<td>Purchase</td>
<td>$12,825,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Vehicle Purchase - 2015</td>
<td>2014C</td>
<td>Airfield</td>
<td>Purchase</td>
<td>$8,000,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Vehicle Replacement Program 2015</td>
<td>2015A</td>
<td>Airfield</td>
<td>Purchase</td>
<td>$11,613,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Vehicle Replacement Program 2016</td>
<td>2016A</td>
<td>Airfield</td>
<td>Purchase</td>
<td>$13,290,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Vehicle Replacement Program 2017</td>
<td>2017A</td>
<td>Airfield</td>
<td>Purchase</td>
<td>$31,763,991</td>
<td>ACTIVE</td>
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<td>Reimbursement Agreement Projects</td>
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</tr>
<tr>
<td>Terminal 1 Roof Repair</td>
<td>2014A</td>
<td>Terminal</td>
<td>Design</td>
<td>$2,000,000</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Terminal 1 Roof Repair Project - B6 United Club Area</td>
<td>2016A</td>
<td>Terminal</td>
<td>Construction</td>
<td>$3,160,442</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Terminal 3 Air Handling Units S12 &amp; S13 (Admirals Club)</td>
<td>2016C</td>
<td>H&amp;R Cost Pool</td>
<td>Design &amp; Construction</td>
<td>$3,553,680</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Terminal 1 Roof Repair at United Club C16</td>
<td>2016C</td>
<td>Terminal</td>
<td>Construction</td>
<td>$1,665,905</td>
<td>ACTIVE</td>
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Exhibit J | Page 3 of 6
<table>
<thead>
<tr>
<th>Project Description</th>
<th>Start Date</th>
<th>Category</th>
<th>Project Type</th>
<th>Estimated Cost ($M)</th>
<th>Status</th>
<th>Work to Be Done or Reimbursed</th>
</tr>
</thead>
<tbody>
<tr>
<td>T1 and T3 Innovation Lanes</td>
<td>2017A</td>
<td>Terminal</td>
<td>Construction</td>
<td>$2,789,000</td>
<td>ACTIVE</td>
<td>Work will be done by Airline via Reimb Agreement</td>
</tr>
<tr>
<td>Relocation of Airline Support Facilities</td>
<td>2016B</td>
<td>Airfield</td>
<td>Design/Construction</td>
<td>$235,000,000</td>
<td>ACTIVE</td>
<td>Work will be done by Airline via Reimb Agreement</td>
</tr>
<tr>
<td>West Fuel Line Relocation</td>
<td>2016B</td>
<td>Airfield</td>
<td>Design/Construction</td>
<td>$80,000,000</td>
<td>ACTIVE</td>
<td>Work will be done by OFC</td>
</tr>
<tr>
<td>AA Employee Parking Lot Improvements</td>
<td>2016B</td>
<td>Airfield</td>
<td>Design &amp; Construction</td>
<td>$11,588,407</td>
<td>ACTIVE</td>
<td>Work will be done by Airline via Reimb Agreement</td>
</tr>
<tr>
<td>AA Hangar 2 Sidings Modifications</td>
<td>2017 - 9C Projects</td>
<td>Airfield</td>
<td>Design &amp; Construction</td>
<td>$1,908,500</td>
<td>ACTIVE</td>
<td>Work will be done by OFC</td>
</tr>
<tr>
<td>Fuel System Improvement Program Vault Modifications Phase 1</td>
<td>2017B</td>
<td>Fuel System</td>
<td>Design &amp; Construction</td>
<td>$19,000,000</td>
<td>ACTIVE</td>
<td>Work will be done by OFC</td>
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**Matching Share - Grant Projects**

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Start Date</th>
<th>Category</th>
<th>Project Type</th>
<th>Estimated Cost ($M)</th>
<th>Status</th>
<th>Work to Be Done or Reimbursed</th>
</tr>
</thead>
<tbody>
<tr>
<td>T1 Checked Baggage Reconciliation Area (CBRA) Optimization</td>
<td>2014</td>
<td>Terminal</td>
<td>Airline Matching Share</td>
<td>$2,744,135</td>
<td>ACTIVE</td>
<td></td>
</tr>
<tr>
<td>Terminal 5 Checked Baggage Inspection System (CBIS) Optimization Plan and Checked Baggage Resolution Area (CBRA) Upgrades - Airline Matching Share</td>
<td>2016 - Additional Cert.</td>
<td>Terminal</td>
<td>Airline Matching Share GARB Issuance</td>
<td>$2,568,528</td>
<td>ACTIVE</td>
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</table>

**Grant Projects/ Non Rate Based Funding - Fully Reimbursed**

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Start Date</th>
<th>Category</th>
<th>Project Type</th>
<th>Estimated Cost ($M)</th>
<th>Status</th>
<th>Conditions of Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>TSA Advance Surveillance Program CCTV Project</td>
<td>2013A</td>
<td>N/A - fully reimbursed</td>
<td>Design/Construction</td>
<td>$24,056,809</td>
<td>ACTIVE</td>
<td>Interim Funding Only</td>
</tr>
<tr>
<td>March 8, 2013 - T1 &amp; T5 Recaps/Optz</td>
<td>2013 Additional Cert.</td>
<td>N/A - fully reimbursed</td>
<td>Design</td>
<td>$7,459,234</td>
<td>ACTIVE</td>
<td>Interim Funding Only</td>
</tr>
<tr>
<td>March 8, 2013 - T3 Recaps/Optz</td>
<td>2013 Additional Cert.</td>
<td>N/A - fully reimbursed</td>
<td>Design</td>
<td>$1,277,280</td>
<td>ACTIVE</td>
<td>Interim Funding Only</td>
</tr>
<tr>
<td>North Airfield Sanitary Sewer Relocation - Design &amp; Construction</td>
<td>2015B</td>
<td>N/A - fully reimbursed</td>
<td>Design/Construction</td>
<td>$2,930,000</td>
<td>ACTIVE</td>
<td>Interim Funding Only</td>
</tr>
<tr>
<td>T5 Optimization - Design (TSA Reimbursable)</td>
<td>2015B</td>
<td>N/A - fully reimbursed</td>
<td>Design</td>
<td>$267,055</td>
<td>ACTIVE</td>
<td>Interim Funding Only</td>
</tr>
<tr>
<td>Runway 9R/27L Status Lights</td>
<td>2016A</td>
<td>N/A - fully reimbursed</td>
<td>Design/Construction</td>
<td>$3,221,125</td>
<td>ACTIVE</td>
<td>Interim Funding Only</td>
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<tr>
<td>Terminal 5 Checked Baggage Inspection System (CBIS) Optimization Plan and Checked Baggage Resolution Area (CBRA) Upgrades</td>
<td>2016 - Additional Certificates</td>
<td>N/A - fully reimbursed</td>
<td>Interim Funding</td>
<td>$24,601,646</td>
<td>ACTIVE</td>
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<tr>
<td>Electric Vehicle Charging Station</td>
<td>2017B</td>
<td>N/A - fully reimbursed</td>
<td>Construction</td>
<td>$4,783,856</td>
<td>ACTIVE</td>
<td>Interim Funding Only</td>
</tr>
<tr>
<td>Remote GPU and Pre-Conditioned Air Units</td>
<td>2017B</td>
<td>N/A - fully reimbursed</td>
<td>Construction</td>
<td>$2,666,667</td>
<td>ACTIVE</td>
<td>Interim Funding Only</td>
</tr>
<tr>
<td>T2 Hydrant Fueling System</td>
<td>2017B</td>
<td>N/A - fully reimbursed</td>
<td>Construction</td>
<td>$2,666,667</td>
<td>ACTIVE</td>
<td>Interim Funding Only</td>
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**Projects Completed**

<table>
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<tr>
<th>Project Description</th>
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<th>Category</th>
<th>Project Type</th>
<th>Estimated Cost ($M)</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>T5 Preliminary Design - Airline Equipment</td>
<td>2009 - OCT</td>
<td>Terminal</td>
<td>Design</td>
<td>$2,847,000</td>
<td>ACTIVE</td>
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<tr>
<td>Baggage Service (Depressed) Road - Post Des &amp; Construction</td>
<td>2011A</td>
<td>Airfield</td>
<td>Construction</td>
<td>$9,419,994</td>
<td>ACTIVE</td>
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<tr>
<td>I-90 Entrance &amp; Exit Roadway Rehab - Des &amp; Post Des</td>
<td>2011A</td>
<td>Roadway Cost Pool</td>
<td>Design</td>
<td>$700,000</td>
<td>ACTIVE</td>
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<tr>
<td>O'Hare Cargo Tunnel Strengthening &amp; Rehabilitation</td>
<td>2011A</td>
<td>Airfield</td>
<td>Rehabilitation</td>
<td>$3,564,518</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Terminal 5 Roof Replacement - Design &amp; Post Design</td>
<td>2011A</td>
<td>Terminal</td>
<td>Design</td>
<td>$500,000</td>
<td>ACTIVE</td>
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<tr>
<td>LED Replacement</td>
<td>2011B</td>
<td>Terminal</td>
<td>Other</td>
<td>$300,000</td>
<td>ACTIVE</td>
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<tr>
<td>Upgrade Hydrazine Feed System</td>
<td>2011B</td>
<td>H&amp;B Cost Pool</td>
<td>Design</td>
<td>$150,000</td>
<td>2013a</td>
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**Exhibit J | Page 4 of 6**
<table>
<thead>
<tr>
<th>Project Description</th>
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<tr>
<td>Parking Revenue Control System - Updates</td>
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<tr>
<td>East Cooling Tower Replacement - Design &amp; Post Design</td>
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<tr>
<td>T1,T3,T5 Check Bag Resolution Area Upgrade (CBRA) - Design</td>
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<tr>
<td>Concourse E/F Concessions Redevelop &amp; Passenger Upgrades</td>
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<tr>
<td>AA Baggage Room HVAC Upgrade Construction</td>
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<tr>
<td>ORD Badging and Compliance Office at T3 EPS</td>
</tr>
<tr>
<td>Asbestos Abatement in Terminal 2 and Terminal 3</td>
</tr>
<tr>
<td>Comprehensive Overhaul (No. 4) of ATS Vehicles Phase 2 of 2</td>
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<tr>
<td>AMC Expansion</td>
</tr>
<tr>
<td>Replacement of Air Handling Units (AHU) in H&amp;R Plant</td>
</tr>
<tr>
<td>Restroom Modernization Phase 4</td>
</tr>
<tr>
<td>chillers 1,2,3,4,5 and South Cooling Tower Upgrades</td>
</tr>
<tr>
<td>Airside Catch Basin Repair - Construction</td>
</tr>
<tr>
<td>Airside Service Road Rehab - Construction</td>
</tr>
<tr>
<td>Outdoor Switchgear C&amp;D &amp; A&amp;B in H&amp;R - Construct</td>
</tr>
<tr>
<td>Replacement of Terminal 2 &amp; 3 LL Lighting - Construction</td>
</tr>
<tr>
<td>T2 Concourses E &amp; F Chilled Water Upgrade - Design</td>
</tr>
<tr>
<td>T5 FIDs, BIDs and VM Upgrade - Design/Install</td>
</tr>
<tr>
<td>Airside Apron Pavement Replacement 2014</td>
</tr>
<tr>
<td>AMC Access Road Reconstruction</td>
</tr>
<tr>
<td>H &amp; R Plant AHU Replacement - Construction</td>
</tr>
<tr>
<td>T3 Commercial Vehicle Entrance Roadway - Des&amp;Const</td>
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<tr>
<td>Chillers 1,2,3,4,5 and South Cooling Tower Upgrades</td>
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<tr>
<td>Airside Service Road Rehab</td>
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<tr>
<td>T5 Type VI Gate Enhancement - Design to 30%</td>
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<tr>
<td>T5 Landside PCC Pavement Reconstruction</td>
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<tr>
<td>Repainting of Exterior Vertical Surface at T1</td>
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<tr>
<td>T5 A380 Gate Enhancement - Phase 1 Const</td>
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<tr>
<td>AOA Security Fence</td>
</tr>
<tr>
<td>Sky Chef Building 511 Demolition</td>
</tr>
<tr>
<td>AMC Expansion - Construction</td>
</tr>
<tr>
<td>Runway 10L/18R Rehabilitation - Construction</td>
</tr>
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</table>

**Design Projects Completed - Awaiting Construction Bid**

These design projects are in the bid cycle. No changes needed for design services. Some construction phase design support may be needed.

<table>
<thead>
<tr>
<th>Project Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measurement and Verification Plan</td>
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<tr>
<td>Terminal 1 HVAC System Upgrades</td>
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<tr>
<td>Project Description</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
</tr>
<tr>
<td>Miami Beach Lift Station Improvements</td>
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<tr>
<td>Restroom Modernization - Domestic Terminal 1, 2, 3 - Phase V</td>
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<tr>
<td>Rotunda Air Handling Unit Replacement</td>
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</table>

### Design Projects Completed - Project In Construction

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Year</th>
<th>Category</th>
<th>Phase</th>
<th>Design Costs</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>Emergency Standby Power Systems Upgrade O'Hare</td>
<td>2012A</td>
<td>H&amp;R Cost Pool</td>
<td>Design</td>
<td>$950,000</td>
<td>ACTIVE</td>
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<tr>
<td>Replacement of High Temperature Water Generators</td>
<td>2012B</td>
<td>H&amp;R Cost Pool</td>
<td>Design</td>
<td>$650,000</td>
<td>ACTIVE</td>
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</table>
EXHIBIT K - TERMINAL AREA PROGRAM (TAP) (REFERENCED IN SECTION 10.2)

TAP Phase I Elements
1. Central Basin Elimination and South Basin Expansion
2. Satellite 1 Concourse
3. Satellite 2 Concourse
4. Concourse L 3-Gate Expansion
5. Terminal 5 Landside and Parking Improvements (Phase 1)
6. Consolidated APM, Pedestrian, and Utility Tunnel
7. Baggage Handling System (BHS) Equipment*
8. Terminal 2 Redevelopment - O'Hare Global Terminal (OGT) and O'Hare Global Concourse (OGC)
9. Terminal 5 Repurposing and Core Expansion
10. TAP Phase 1 Utilities Allowance*
11. Western Parking and Screening Facility Allowance
12. Concourse L 5-Gate Buyout*

Additional TAP Elements
13. Completion of Consolidated APM and Utility Tunnel and installation of APM
14. Satellite 3 Concourse
15. Satellite 4 Concourse
16. Terminal 1/Concourses B and C Redevelopment
17. Satellite 1 Northern Extension Concourse G Redevelopment
18. Terminal 3 Redevelopment
19. Garage at the Terminal Core
20. Terminal 5 Landside and Parking (Phase 2)
21. Western Parking and Screening Facility (Phase 2)
22. Baggage Handling System (BHS) Equipment Expansion*
23. * Not shown on the exhibit

* Not shown on the exhibit
Exhibit L
TAP Phase I Elements

The Phase I TAP Elements approved by the Long-Term Signatory Airlines pursuant to Article 10 of the Airline Use and Lease Agreement consist of the following projects:

1. Central Basin Elimination and South Basin Expansion
2. Satellite 1 Concourse
3. Satellite 2 Concourse
4. Concourse L 3-Gate Expansion
5. Terminal 5 Landside and Parking Improvements (Phase 1)
6. Consolidated APM, Pedestrian, and Utility Tunnel (Phase 1 Segments)
7. Baggage Handling System (BHS) Equipment
8. Terminal 2 Redevelopment - O’Hare Global Terminal (OGT) and O’Hare Global Concourse (OGC)
9. Terminal 5 Repurposing and Core Expansion
10. TAP Phase I Utilities Allowance
11. Western Parking and Screening Facility Allowance
12. Concourse L 5-Gate Buy-out

This document provides an overview of each Phase I TAP Element, as well as a summary of conceptual project details under consideration for each element.

The Total Project Costs for the Phase 1 TAP Elements, and therefore the Phase I TAP Budget, is $6,083,063,000 as shown in the table on the following page. The individual project descriptions within this document identify the individual Construction Costs for each project.

For each Phase I TAP Element, the Changes in Project Scope Requiring MII Review is identified.

Linear Frontages for Phase I Elements are listed within each Project Description and are shown graphically on the final page of this Exhibit.
## Project Costs for Phase I TAP Elements

<table>
<thead>
<tr>
<th>Project</th>
<th>Total Construction Cost</th>
<th>Total Program Cost</th>
</tr>
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<tbody>
<tr>
<td>1. Central Basin Elimination and South Basin Expansion</td>
<td>$149,682,000</td>
<td></td>
</tr>
<tr>
<td>2. Satellite 1 Concourse</td>
<td>$578,168,000</td>
<td></td>
</tr>
<tr>
<td>3. Satellite 2 Concourse</td>
<td>$447,350,000</td>
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</tr>
<tr>
<td>4. Concourse L 3-Gate Expansion</td>
<td>$18,175,000</td>
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<tr>
<td>5. Terminal 5 Landside and Parking Improvements (Phase 1)</td>
<td>$137,412,000</td>
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<tr>
<td>6. Consolidated APM, Pedestrian, and Utility Tunnel (Phase 1 Segments)</td>
<td>$353,220,000</td>
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<tr>
<td>7. Baggage Handling System (BHS) Equipment</td>
<td>$690,578,000</td>
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<tr>
<td>8. Terminal 2 Redevelopment - O‘Hare Global Terminal (OGT) and O‘Hare Global Concourse (OGC)</td>
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<tr>
<td>9. Terminal 5 Repurposing and Core Expansion</td>
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<th>Summarized Costs</th>
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<tr>
<td>Total Construction Cost 1/</td>
<td>$4,142,601,000</td>
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<tr>
<td>Total Owner’s Soft Cost 2/</td>
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<td>Total Design &amp; Construction Contingency</td>
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<tr>
<td>Total Management Reserve</td>
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</table>

10. TAP Phase I Utilities Allowance                                     | $126,000,000            |                    |
11. Western Parking and Screening Facility Allowance                   | $215,000,000            |                    |
12. Concourse L 5-Gate Buy-out                                         | $78,000,000             |                    |

**TOTAL TAP BUDGET**                                                    **$6,083,063,000**

Source: Chicago Department of Aviation; February 18, 2018.

Notes:
1/ Includes direct construction plus 12% for CMR General Conditions and fees; plus 3% for CMR contingency.
2/ $15.0 million for Public Art for Sat 1 & 2 and T2 included in owner soft cost.

Airline relocation costs are not included.

Costs are in 2017 dollars.
Chicago O’Hare International Airport
TAP Phase I Elements: Pre-Approved Phase I TAP Program

Note: Building dimensions and shapes are for planning purposes only. Final shapes and dimensions will be determined during design. Location, alignment and positioning of infrastructure elements (tunnel, utilities, roadways, and taxiways) are for planning purposes.

TAP Utilities and BHS Equipment are defined as separate projects.
1. PROJECT NAME: Central Basin Elimination and South Basin Expansion

**Central Basin Elimination and South Basin Expansion**

- **Demo**
- **New**

**Note:** Dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Central Basin Elimination and South Basin Expansion

PROJECT OVERVIEW: Elimination of the Central Detention Basin and rerouting the related storm-water detention to another viable location.

TOTAL ESTIMATED CONSTRUCTION COST: $149,682,000

CHANGES IN PROJECT SCOPE REQUIRING MII REVIEW: Selection of an alternative other than decommissioning the Central Basin and replacing the eliminated capacity with an expansion of the existing South Basin.

PROJECT SUMMARY

a. Elimination of the existing Central Basin, resulting in the loss of 350 acre-feet of storm water detention
b. Backfill of existing Central Basin with compacted material to grade
c. Expansion to the existing South Basin of approximately 500 acre-feet of storm water detention, which will have sufficient capacity to serve the full development of the western area to the full 30-Year development
d. Construct deep tunnel drainage system connecting existing drainage systems feeding the Central Basin and local drainage from terminal platform to South Detention Basin
e. Install new Lift / pump station and associated infrastructure and controls at South Basin to connect deep tunnel drainage to South Basin outfalls
f. Drainage structures and underground utilities to be located and aligned to allow a right-of-way for future construction of an east-west below grade airside service road, to the extent practical. This service road right-of-way would support bag carts, catering vehicles and other AOA traffic between the OGT to the western facility.
g. Relocation of the existing Central Basin Pumping Station
h. Modification of the existing storm drainage collection system at the central basin feeding into the deep tunnel connector
i. Installation of vertical subsurface drainage structures and subsurface junction stations(s) in connection with the deep trench and lift station(s).

j. Storm water drainage study to be conducted to determine:
   I. Excess capacity of the North Basin.
   II. Demand created by TAP Phase 1 and added TAP elements
   III. South Tunnel and South Basin capacity
   IV. Potential alternatives to improve drainage in the AMC Building area

k. New South Tunnel and South Basin should be planned to support excess demand from TAP phase 1 plus added TAP elements less other existing Basins. South Basin enlargement should be constructed to support only TAP phase 1 projects not supported by other existing basins.
2. **PROJECT NAME: Satellite 1 Concourse**

**Satellite 1 Concourse**

*Note:* Building dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Satellite 1 Concourse

PROJECT OVERVIEW: The new Satellite 1 concourse will provide approximately 2,776 feet of Linear Frontage with Gate Space being designed for a Multiple Aircraft Ramp System (MARS) configuration to allow flexible use of Gate Space between regional jets, narrow body and wide body aircraft (as deemed appropriate) to serve international and domestic operations.

TOTAL ESTIMATED CONSTRUCTION COST: $578,168,000 (Excluding Utilities and BHS equipment)

CHANGES IN PROJECT SCOPE REQUIRING MII REVIEW: (1) Any reduction in concourse width from 150’, or (2) Any change that reduces Linear Frontage from 2,776’, or (3) Any reduction in concourse length by more than 68’, or (4) Any modification that eliminates the use of Multiple Aircraft Ramp Stand (MARS) gates, or (5) The addition of more than 1 ADG VI Gate position, or (6) Gate Space is not capable of serving international operations, or (7) Expanding the APM station to more than 5 total cars.

PROJECT SUMMARY

a. A new multilevel concourse approximately 150’ wide by 1,360’ in length, to be built to the south of and in same north south orientation as existing Concourse C, including a 2-level temporary connector between Concourse C and S1 with boarding gate and hold room renovations in south Concourse C to make the connection to S-1
b. Approximately 690,679 new square feet of total building space to be constructed in phases
c. Apron level approximately 256,000 sq. ft., containing shell space including ready rooms for each gate
d. Departures level approximately 281,500 sq. ft., containing holdrooms, airline support space, and concessions shell space, restrooms, shell airline support space and secure circulation, and airline passenger clubs/lounges
e. Mezzanine level (level 3) approximately 153,200 sq. ft., containing sterile vertical circulation from each aircraft gate position to a sterile corridor network with an “effective” width of 20’ for international arriving flights, restrooms, Automated Passport Control (APC) kiosks, and an airline business class lounge accessible from the departures level.
f. Two level Phase I Connector totaling approximately 22,450 sq. ft. connecting S1 to Concourse C on both the apron and departures levels.
g. Holdrooms and gates capable of handling independent domestic and international departures/arrivals from origins with and without CBP preclearance.
h. Provide for a maximum of one (1) Airport Design Group VI gates
i. Secure and Sterile Bus-Station facility including vertical circulation

j. Mechanical/electrical/plumbing utility support space including data fiber backbone, communications rooms, including a branch tunnel from the consolidated tunnel, for distribution of utilities

k. Provide for either a ramp control tower or virtual tower in either OGT and/or Satellite 1 pending assessment of technical and cost considerations.

l. Provide a backbone for common use terminal equipment (CUTE) in ticketing and holdroom areas, FF&E, holdroom gate equipment and boarding elements, unless an airline chooses to install their branded FF&E / equipment such as branded holdroom FF&E, backwall graphics, holdroom gate equipment and boarding elements.

m. A common-use data/voice backbone is to be installed throughout the program elements to support data and voice services, including functions to support ground control, customer processing, and potentially a virtual ramp tower. End use devices such as computers, printers, gate readers, voice sets, etc. will be provided at common use counters and gates. The common use backbone will be capable of interfacing with hub airlines standard millwork at all preferential gates. If the common use backbone is not capable of connecting, use of individual airline specific data feeds shall be permitted.

n. Provide all FF&E in CBP and all public spaces.

o. Passenger amenities, such as restrooms, and concessions shell space and airline lounge shell space are to be provided. Provide convenience power for holdroom seating, public Wi-Fi networks, and passenger charging stations with subsequent support facilities.

p. Provide the shell space, utilities and aircraft support elements such as; aircraft ground power (AC and/or DC), PCA, potable water cabinets with drains, docking systems, digital gate signs, late gate bag vertical conveyor (dumbwaiter) and passenger loading bridges unless an airline chooses to provide their own equipment, in which case the project budget shall be reduced.

q. Airline/tenant support spaces (employee break and locker rooms, operational management offices, restroom for employees), concessions and airline clubs will have the shell provided (outer walls only), and the interior finishes provided by the airline/tenant.

r. Provide dedicated building service functions, including loading docks, goods delivery, waste removal, freight elevators, service elevators, etc.

s. Signage including dynamic and static way-finding and individual gate signage

t. Parking locations and areas for recharging stations for electric GSE equipment

u. For shell space with airline or tenant lease commitment, utilities necessary for proposed fit out will be brought to the space for tenant extension and fit out. All utility extensions and fit out are subject to CDA standards. Unassigned shell space will have basic utilities brought to the space for future extension and fit out. Any costs for additional utilities will be the responsibility of the future tenant.
v. Third level shell space for airline clubs and support space based on airline requirement and CBP support space, including both passenger and service elevators and the sterile corridor system for international arrivals.

w. Provide FIDS and BIDS

**APM Station**

a. Provide for vertical transportation to underground 5-car train APM Station (potentially expandable to a 6-car train station), maximizing Linear Frontage and efficient passenger flows. Natural daylight into the APM station platform is highly desirable.

b. APM guideway shall be aligned to optimize aircraft parking and passenger flows, and tie into the Consolidated Tunnel that runs east to OGT and west to S-2. The APM is aligned so that the station provides for optimization of aircraft parking and efficient passenger flows.

c. The shell for the underground APM station will be constructed as part of the S-1 structure. The footprint will be extended vertically through the building to provide vertical circulation, approximately 52’ wide and 390’ in length.

d. No equipment or supporting utilities shall be installed prior to the approval of the actual train construction.

**Sterile Arrivals Corridor and Cores**

a. A sterile arrivals corridor connecting all international arrival gates to the CBP.

b. Arriving international passengers ascend vertical cores associated with gate door at the face of the concourse to a Third-Level corridor network with an “effective” width of 20’ that includes Automated Passport Control kiosks that lead to escalators that descend to a sterile underground tunnel that leads to escalators up to the OGT CBP arrivals hall. Design may consider an arrivals corridor with a single side collection corridor with crossing corridors to vertical cores on opposite side of concourse.

c. To optimize gating flexibility for both international and domestic operations, vertical cores serving international arriving flights are to be located at the concourse perimeter within the concourse envelope. These cores are to facilitate arriving passenger flow to the arrivals corridor. Each core is to be equipped with two (2) loading bridges to serve two (2) aircraft simultaneously and be equipped to allow arrivals and departures from both gates. All gates connected to the international arrivals corridor should be made independent for both arrival and departure.

d. Ability to accommodate the implementation of BIWIS
Building MEP
a. While a study is needed to confirm; it is currently anticipated that the building HVAC delivery systems would be located on Third-Level and supplied by the existing H&R Plant. Major MEP systems cannot be located on levels where future expansion of BHS, gate holdrooms or other operational spaces are required.
b. Includes distribution of utilities inside the structure required to support the new facility. Includes upgrades to the existing central utility plant if determined to be necessary to support the new terminal/concourse facility. Scope includes existing utility modifications in Concourse “C” are to be directly impacted by the connection of the S-1 temporary corridor to Concourse “C.”

Apron - Civil
a. Airside work shall include new and transitional apron and taxilane pavement, demolition of pavement as needed, primary electrical distribution, storm water and sanitary sewer, potable water for domestic and fire protection systems, hydrant fueling, storm water and glycol collection, apron striping, in-ramp lighting systems, and airfield signage. Utility work will be from the termination of the utility main construction (included in the TAP Phase 1 Utilities project) to the exterior face of the structure.
b. Includes demolition of Runway 15/33, existing taxiways A/B, and existing apron areas as required to transition new apron and taxilane pavement with existing
c. Design shall include head of stand service road at all gates

POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII)
a. Preferentially leased counters and gates will utilize the common use backbone but will be equipped by the airlines.
b. Exclusive use spaces such as airline/tenant support spaces, concessions, and airline clubs will have the shell provided, and the interior finishes provided by the airline/tenant.
3. PROJECT NAME: Satellite 2 Concourse

Note: Building dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Satellite 2 Concourse

PROJECT OVERVIEW: The new Satellite 2 concourse will provide approximately 3,561 feet of Linear Frontage with Gate Space being designed for a Multiple Aircraft Ramp System (MARS) configuration to allow flexible use of Gate Space between regional jets, narrow body and wide body aircraft (as deemed appropriate) to serve domestic and/or precleared international flights.

TOTAL ESTIMATED CONSTRUCTION COST: $447,350,000 (Excluding Utilities and BHS equipment)

CHANGES IN PROJECT SCOPE REQUIRING MII REVIEW: (1) Any reduction in concourse width from 120’, or (2) Any change that reduces Linear Frontage from 3,561’, or (3) Any reduction in concourse length by more than 88’, or (4) Expanding the APM station to more than 5 total cars.

PROJECT SUMMARY

a. A new multilevel concourse approximately 120’ wide by 1,760’ in length, to be built directly to the west of the proposed Satellite 1 and in the same north south orientation of existing Concourse C.
b. Approximately 524,700 new square feet of total building space
c. Designed to serve domestic departures and arrivals and arrivals from international precleared markets.
d. Apron level approximately 263,400 sq. ft., containing shell space for airline/tenant operation/support, including BHS equipment if required.
e. Departures level approximately 261,300 sq. ft., containing passenger holdrooms, restrooms, secure circulation (no sterile corridors) and shell space for airline, concession and tenants, and airline passenger clubs/lounges
f. Holdrooms and gates capable of accommodating domestic departures and arrivals and arrivals from international precleared markets.
g. Secure Bus-Station facility including vertical circulation
h. Mechanical/electrical/plumbing utility support space including data fiber backbone, communications rooms, including a branch tunnel from the consolidated tunnel, for distribution of utilities.
i. Provide for either a ramp control tower or virtual tower in either OGT and/or Satellite 2 pending assessment of technical and cost considerations.
j. Provide a backbone for common use terminal equipment (CUTE) in ticketing and holdroom areas, FF&E, holdroom gate equipment and boarding elements, unless an airline chooses to install their branded FF&E / equipment such as branded holdroom FF&E, backwall graphics, holdroom gate equipment and boarding elements.
k. A common-use data/voice backbone is to be installed throughout the program elements to support data and voice services, including functions to support ground control, customer processing, and potentially a virtual ramp tower. End use devices such as computers, printers, gate readers, voice sets, etc. will be provided at common use counters and gates. The common use backbone will be capable of interfacing with hub airlines standard millwork at all preferential gates. If the common use backbone is not capable of connecting, use of individual airline specific data feeds shall be permitted.

l. Provide all FF&E in all public spaces.

m. Passenger amenities, such as, restrooms, and concessions shell space and airline lounge shell space are to be provided. Provide convenience power for holdroom seating, public Wi-Fi networks, and passenger charging stations with subsequent support facilities.

n. Provide the shell space, utilities and aircraft support elements such as; aircraft ground power (AC and/or DC), PCA, potable water cabinets with drains, docking systems, digital gate signs, late gate bag vertical conveyor (dumbwaiter) and passenger loading bridges unless an airline chooses to provide their own equipment, in which case the project budget shall be reduced.

o. Provide dedicated building service functions, including loading docks, goods delivery, waste removal, freight elevators, service elevators, etc.

p. Signage including dynamic and static way-finding and individual gate signage

q. Parking locations and areas for recharging stations for electric GSE equipment

r. Exclusive use spaces such as airline/tenant support spaces (employee break and locker rooms, operational management offices, restrooms for employees), concessions and airline clubs will have the shell provided (outer walls only), and the interior finishes provided by the airline/tenant.

s. Develop shell space for exclusive use. For shell space with airline or tenant lease commitment, utilities necessary for proposed fit out will be brought to the space for tenant extension and fit out. All utility extensions and fit out are subject to CDA standards. Unassigned shell space will have basic utilities brought to the space for future extension and fit out. Any costs for additional utilities will be the responsibility of the future tenant.

t. Provide FIDS and BIDS
APM Station
a. Provide for vertical transportation to underground 5-car train APM Station (potentially expandable to a 6-car train station), maximizing Linear Frontage and efficient passenger flows. Natural daylight into the APM station platform is highly desirable.
b. APM guideway shall be aligned to optimize aircraft parking and passenger flows, and tie into Consolidated Tunnels that runs east to S-1 and west to 10 feet past the western side of taxiway A/B OFA
c. The shell for the underground APM station will be constructed as part of the S-2 structure. The footprint will be extended vertically through the building for vertical circulation, approximately 52’ wide and 395’ in length.
d. No equipment or supporting utilities shall be installed prior to the approval of the actual train construction.

Building MEP
a. While a study is needed to confirm; it’s currently anticipated that the building HVAC delivery systems would be located on Third-Level and supplied by the existing H&R Plant. Major MEP systems cannot be located on levels where future expansion of BHS, gate holdrooms or other operational spaces are required.
b. Includes installation of utilities inside the building required to support the new facility. Includes upgrades to the existing central utility plan if determined to be necessary to support the new terminal/concourse facility.

Apron - Civil
a. Airside work shall include new and transitional apron and taxilane pavement, demolition of pavement as needed, primary electrical distribution, storm water and sanitary sewer, potable water for domestic and fire protection systems, hydrant fueling, storm water and glycol collection, apron striping, in-ramp lighting systems, and airfield signage. Utility work will be from the termination of the utility main construction (included in the TAP Phase 1 Utilities project) to the exterior face of the structure.
b. Includes demolition of Runway 15/33, existing taxiways A/B, and existing apron areas as required to transition new apron and taxilane pavement with existing
c. Design shall include tail stand service road behind all gates

POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII)

a. Preferentially leased counters and gates will utilize the common use backbone but will be equipped by the airlines.
b. Exclusive use spaces such as airline/tenant support spaces, concessions and airline clubs will have the shell provided, and the interior finishes provided by the airline/tenant.
4. PROJECT NAME: Concourse L 3-Gate Expansion

Note: Building dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Concourse L 3-Gate Expansion

PROJECT OVERVIEW: The Concourse L 3-Gate Expansion will provide approximately 330 linear feet of Linear Frontage with Gate Space being designed for regional jets to serve domestic and/or precleared international flights.

TOTAL ESTIMATED CONSTRUCTION COST: $18,175,000 (Excluding Utilities)

CHANGES IN PROJECT SCOPE REQUIRING MII REVIEW: Reduction of Linear Frontage by more than 33 linear feet.

PROJECT SUMMARY

a. Includes construction of approximately 15,500 square feet.

b. Holdrooms and gates capable of accommodating domestic departures and arrivals and arrivals from international precleared markets.

c. Provides a backbone for common use terminal equipment (CUTE) in ticketing and holdroom areas, FF&E, holdroom gate equipment and boarding elements, unless an airline chooses to install their branded FF&E / equipment such as branded holdroom FF&E, backwall graphics, holdroom gate equipment and boarding elements.

d. A common-use data/voice backbone is to be installed throughout the program elements to support data and voice services. End use devices such as computers, printers, gate readers, voice sets, etc. will be provided at common use counters and gates. The common use backbone will be capable of interacing with hub airlines standard millwork at all preferential gates. If the common use backbone is not capable of connecting, use of individual airline specific data feeds shall be permitted.

e. Provide all FF&E in all public spaces.

f. Passenger amenities, such as restrooms, and concessions shell space and airline lounge shell space are to be provided. Provide convenience power for holdroom seating, public Wi-Fi networks, and passenger charging stations with subsequent support facilities.

g. Provide the shell space, utilities and aircraft support elements such as; aircraft ground power (AC and/or DC), PCA, potable water cabinets with drains, docking systems, digital gate signs, late gate bag vertical conveyor (dumbwaiter) and passenger loading bridges unless an airline chooses to provide their own equipment, in which case the project budget shall be reduced.

h. Provide dedicated building service functions, including loading docks, goods delivery, waste removal, service elevators, etc. both landside and airside

i. Signage including dynamic and static way-finding and individual gate signage

j. Parking locations and areas for recharging stations for electric GSE equipment
k. Exclusive use spaces such as airline/tenant support spaces (employee break and locker rooms, operational management offices, and restrooms, concessions and airline clubs will have the shell provided (outer walls only), and the interior finishes provided by the airline/tenant.

l. Develop shell space for exclusive use. For shell space with airline or tenant lease commitment, utilities necessary for proposed fit out will be brought to the space for tenant extension and fit out. All utility extensions and fit out are subject to CDA standards. Unassigned shell space will have basic utilities brought to the space for future extension and fit out. Any costs for additional utilities will be the responsibility of the future tenant.

m. Provide FIDS and BIDS

n. Expansion materials, design and image to match existing Stinger base building.

Building MEP

a. Includes provision of new utilities inside the building.

Apron - Civil

a. Airside work shall include: apron and taxilane pavement, hydrant fueling, storm water and glycol collection, apron striping and airfield signage.

b. Includes demolition (potentially) but not relocation of Building #464 (AT&T Telecommunications Building), Building #466 (AT&T Garage) and Building #451 (City Substation)

POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII)

a. Preferentially leased counters and gates will utilize the common use backbone but will be equipped by the airlines.

b. Exclusive use spaces such as airline/tenant support spaces, concessions and airline clubs will have the shell provided, and the interior finishes provided by the airline/tenant.
5. PROJECT NAME: Terminal 5 Landside and Parking Improvements

Terminal 5 Landside and Parking Improvements (Phase 1)

Note: Building dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Terminal 5 Landside and Parking Improvements

PROJECT OVERVIEW: Development of initial phase of parking structure and surface lot near Terminal 5 with approximately 2,600 total parking spaces. Roadway improvements include the widening of the inbound terminal roadway from two to three lanes immediately south of the Terminal 5 roadway/Balmoral at-grade intersection; widening of the inbound terminal roadway from three to four lanes north of the future parking structure; and reconfiguration of current loop ramp from I-190 to 50-feet west of Bessie Coleman Drive.

TOTAL ESTIMATED CONSTRUCTION COST: $137,412,000

CHANGES IN PROJECT SCOPE REQUIRING MII REVIEW: (1) Change in roadway improvements forecast to cause Level of Service D or less, or (2) Elimination of more than 260 parking spaces.

PROJECT SUMMARY

a. Parking garage accommodating hourly (meeter/greeter) and daily (overnight) parking
b. Multi-level parking garage and adjacent surface parking lot with approximately 2,600 total parking spaces (approximately 9-foot by 18-foot spaces)
c. Includes parking structure revenue control, and parking guidance system, as well as other amenities and systems
d. New conditioned pedestrian bridge connection between parking garage and terminal building
e. Upper level curbside and roadway expansion
f. Roadway improvements sized to accommodate curbside and parking facility and provide separate service access for a future hotel
g. Includes demolition of parts of the existing T5 roadways, T5 Surface Parking, demolition of former Delta cargo building and surface lot, relocation of T5 Pumping Station, and relocation of building #407 Pumphouse Terminal 5
h. Includes provision of new utilities serving this area
i. Vertical transportation core to all levels and with adjacent floor to floor convenience stair
j. Static wayfinding for both vehicle and pedestrian movements – (possible dynamic signage and system to guide vehicles to available vacant parking space at each floor)
k. Garage maintenance and garage waste handling facility
l. Includes related modifications to existing utilities and provision of new related utilities.
m. Structure will be designed allowing future horizontal/vertical expansion without adversely impacting parking operations
6. PROJECT NAME: Consolidated APM, Pedestrian, and Utility Tunnel (Phase 1 Segments)

Consolidated APM Pedestrian, and Utility Tunnel

**Note:** Dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Consolidated APM, Pedestrian, and Utility Tunnel (Phase 1 Segments)

PROJECT OVERVIEW: Tunnel system from the east end of Terminal 2, through Satellite Concourse 1 and Satellite Concourse 2, to a point beyond the relocated Taxiways A & B for the purpose of conveying passengers (sterile and non-sterile), baggage, utilities and bag carts/GSE between the OGT and the satellite concourses. The tunnel provides sufficient width to enable the future installation of an APM.

TOTAL ESTIMATED CONSTRUCTION COST: $353,220,000

CHANGES IN PROJECT SCOPE REQUIRING MII REVIEW: (1) Change in tunnel origin or destination, or (2) Elimination of APM right-of-way or sterile corridor for international passengers from the tunnel capability, or (3) Reduction in the baggage tug / system tunnel with an approximately clear volume 26’ wide by 16’ high for the tug cart drive, or (4) Reduction of the Baggage conveyor tunnel between OGC and Satellite 1 with an approximately clear volume 21’ wide by 16’ high for conveyor lines, or (5) Elimination of moving walkways in the passenger corridors between the OGT, S1, and S2.

PROJECT SUMMARY

a. Tunnels under the OGT and satellite concourses containing the shells for future APM stations are to be constructed as basements for these structures. Alignment, tunnel compartment partitions, sections, and general section dimensions are to be consistent in each tunnel segment between structures. Tunnels will be constructed in a phased manner.

b. The tunnel section includes separate compartments for:
   I. Two future APM guideways with emergency exit walkways, controls and propulsion power rights-of-way and required APM control rooms and other facilities. The approximate area is 196,400 square feet.
   II. Secure passenger corridor that directly connects to each APM station with minimal level change. All APM stations must have secure passenger walkways for daily use by passengers who prefer to walk and serve as back-up if the APM is out of service. Dual directional moving walks are to be included in the pedestrian corridors. The area of the corridor is approximately 170,000 square feet.
III. Baggage tug / system tunnel with an approximately clear volume 26’ wide by 16’ high for the tug cart drive. Included is an overhead space preserved for BHS conveyors or ICS tracks that run from the OGT to western limits. A ramp from this tug drive to apron is required at each satellite and OGT, concourse G and T3. The approximate area is 112,300 sq. ft.

IV. Baggage conveyor tunnel between OGC and Satellite 1 with an approximately clear volume 21’ wide by 16’ high for conveyor lines. The approximate area is 31,600 sq. ft.

V. International arriving passengers require a sterile separate pedestrian corridor to connect arriving passengers from S-1 to the OGT CBP facility. Moving walkways in single direction. This sterile corridor is approximately 55,300 square feet.

VI. Parallel emergency egress

VII. Dry and wet utility tunnels

VIII. Utility tunnels, pump rooms, and branch tunnel intersections

c. OGT includes basement space of approximately 78,650 square feet to accommodate certain BHS functions (Early Bag Storage (EBS), high speed transport system, sortation matrices, etc.) adjacent to OGT APM station with access to consolidated tunnels and OGT/OGC ramp level BHS sub-systems.

d. The OGT basement includes 17,500 sq. ft. of airline support space adjacent to the EBS and APM station

e. The OGT basement shall include approximately 8,000 sq. ft. of mechanical space

f. A total of approximately 102,400 sq. ft. of tunnels will be located at basement level in the OGT and OGC, as well as both satellite concourses.

g. Provide several vertical circulation access points for passengers, employees, baggage tug tractors and utility/maintenance functions

h. Requires utility relocations of off-site/civil utilities and/or realignments along Consolidated Tunnel alignment

i. Provide FIDS

**POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII)**

[None]
7. **PROJECT NAME:** Baggage Handling System (BHS) Equipment

**PROJECT OVERVIEW:** Baggage Handling System (BHS) equipment and related infrastructure (other than shell space build-out) to be installed for use by hub airlines within O’Hare Global Terminal (OGT), O’Hare Global Concourse (OGC), Satellite 1 (S-1) Concourse, Satellite 2 (S-2) and in the basement adjacent to the consolidated tunnel; as well as Terminal 5 for use by airlines in operation at Terminal 5.

**TOTAL ESTIMATED CONSTRUCTION COST:** $690,578,000 (Excluding build-out of shell space)

**CHANGES IN PROJECT SCOPE REQUIRING MII REVIEW:** Any reduction in scope related to the hub airline or T5 BHS

**PROJECT SUMMARY**

a. **BHS for Hub Airlines**
   
   i. Provide shell building space in OGT, OGC and S-1 for outbound BHS. One hub carrier outbound sortation system and bagroom is to be provided primarily in the apron level of the OGC. The other hub carrier outbound OGT is to be provided in the apron level of S-1 and in the location of the existing bag room between Concourses B and C subject to hub airline requirements. The cost of shell building space to accommodate BHS is accounted for in other projects described herein.
   
   ii. The OGT is to house two separate CBIS areas – 1 for each hub carrier. Each CBIS system is to meet non-redundant and redundant EDS requirements per PGDS-V5 (or current version/revision). Systems are to be interconnected for added redundancy. These systems will be fed from OGT and existing T-1 and T-3 ATO, outbound systems. The existing CBIS area located in the current United Bag Room shall be decommissioned and removed.
   
   iii. Originating and transfer conveyance, subject to hub airline requirements, from existing HUB carrier terminal and concourses are to be provided to the new sortation systems in either the OGC or S-1.
   
   iv. The consolidated tunnel section is to provide a right-of-way for GSE and future high-speed BHS technology from the OGT sortation areas to each satellite concourse.
   
   v. Include right of way for baggage conveyors between the existing bag room, proposed CBIS, Concourse C to S-1, and proposed bag room locations.
   
   vi. Satellite concourses will include provisions for ICS BHS interface for future outbound and transfer inputs.
   
   vii. Individual early bag storage systems (EBS) are to be provided for each hub carrier, subject to hub airline requirements.
viii. The BHS systems shall be interconnected at the EBS or other central location to provide the ability to transport interline baggage automatically to down line carrier.

ix. BHS right-of-way and clearance requirements are to take dimensional priority over building utilities, vertical circulation cores, mechanical/electrical room placements or escalator/elevator pits and other building elements. Critical airline support spaces are to be carefully integrated with the BHS plan.

x. An underground tug road is provided in the consolidated tunnel with direct access from “Tug Alley”, OGT outbound bag room, and all planned satellites to the west.

xi. The number, location and alignment of interconnecting conveyors between each carrier existing systems, transfer input points will be determined during system design and approved by each carrier. Operational efficiency and system maintenance are critical requirements.

xii. Sloped pallet international claim devices will be provided, each with redundant feed conveyors

xiii. A minimum of four domestic/pre-clear claim devices will be provided

xiv. Basement areas to be provided if determined to be required by the airlines for elements of the BHS, including Early Bag Storage (EBS) to 20’ minimum clearance from finished floor to bottom of any structural member to allow for BHS clearances, space for a future ICS, or other elements of the BHS. System shall be designed to be optimized for baggage retrieval times, efficient crane usage/bag throughput, and a minimized overall footprint of the system.

xv. In OGT, BHS right-of-way for originating and transfer conveyor connected from/to Terminals 1 and 3

xvi. In Terminal 1/OGT/Concourse C, the United Airlines existing bag room shall be integrated into the new BHS equipment and right of ways.

xvii. Bag make-up room ceiling heights should be designed to 16’ minimum clearance from finished floor to bottom of any structural member to allow for BHS clearances.

xviii. The program includes all BHS equipment such as transport, conveyance, screening, processing, and transfer equipment.

xix. Refurbishment of the existing T1 bag room including the relocation of the existing CBIS to the new OGT, replacement of the sort piers with new flat plate make-up devices, and connections from T1 to OGT, Concourse C, and S1 through conveyance systems shown in the illustration shown herein.
b. BHS for Terminal 5 Airlines
   i. Replacement of entire outbound baggage handling system, including conveyance between check-in, TSA screening, and outbound bagroom.
   ii. Existing conveyor demolition
   iii. New standard belt conveyors
   iv. New ICS conveyor or conventional conveyor, as recommended by independent third-party review
   v. New makeup devices
   vi. New CBIS, consolidating TSA’s operation in a single system with 6 CTX 9800 DSI machines with space reserved for an additional 2 machines
   vii. Early bag storage system to be provided, sizing subject to airline requirements
   viii. Facility modifications to accommodate new system, including creation of conveyance rights-of-way and utility work

POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII): [None]
8. PROJECT NAME: Terminal 2 Redevelopment - O’Hare Global Terminal (OGT) and O’Hare Global Concourse (OGC)

**Note:** Building dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Terminal 2 Redevelopment - O’Hare Global Terminal (OGT) and O’Hare Global Concourse (OGC)

PROJECT OVERVIEW: The new OGT and OGC will provide approximately 2,901 feet of Linear Frontage with Gate Space being designed for a Multiple Aircraft Ramp System (MARS) configuration to allow flexible use of Gate Space between regional jets, narrow body and wide body aircraft (as deemed appropriate) to serve international and domestic operations, as well as a Customs & Border Protection (CBP) arrival hall with sufficient capacity to serve a peak-hour passenger rate of 3,500 per hour.

TOTAL ESTIMATED CONSTRUCTION COST: $1,581,724,000

CHANGES IN PROJECT SCOPE REQUIRING MII REVIEW: (1) Any reduction in concourse width from 150’, or (2) Any change that reduces Linear Frontage from 2,901’, or (3) Any modification that eliminates the use of Multiple Aircraft Ramp Stand (MARS) gates, or (4) The addition of more than 1 ADG VI Gate position, or (5) Gate Space is not capable of serving international operations, or (6) Expanding the APM station to more than 5 total cars.

PROJECT SUMMARY

O’Hare Global Terminal (OGT)

a. Includes redevelopment of existing Terminal 2 with a new multi-level facility expansion comprised of/totaling approximately 1,875,700 sq. ft. (+/-), including a new Terminal 2 Concourse, which extends the alignment of existing Concourse B

b. Approximately 1,875,700 new sq. ft., of total building space to be constructed in phases

c. The number of gates is dependent upon the gated aircraft mix.

d. Apron level approximately 800,500 sq. ft., of support space area based on airlines requirements including outbound bag room.

e. Departures level approximately 806,300 sq. ft., containing holdrooms, concessions shell space, restrooms, shell airline space and secure circulation

f. Mezzanine level (level 3) approximately 268,900 sq. ft., containing sterile vertical circulation from each aircraft gate position to a sterile corridor system with an “effective” width of 20’ for international arriving flights, restrooms, Automated Passport Control (APC) kiosks, an airline business class lounge accessible from the departures level and, CBP support space.

g. Designed to serve domestic flights and international arrival flights from origins without CBP Pre-clearance, as well as departures and arrivals from domestic and international Pre-cleared markets.
h. All new OGT/OGC gates and concourse holdrooms shall be capable of handling independent domestic and international departures/arrivals from origins with and without CBP preclearance.
i. New functional areas for ticketing, bag check, security checkpoint(s), check-in, domestic and international baggage handling and screening system, domestic and international bag claim, APM Station, international passenger processing and Customs & Border Patrol (CBP) facilities, international bag check/re-check, sterile and secure corridors, airline and tenant shell support space, concessions, meeter/greeter area and vertical core to ATS, and airline passenger clubs/lounges.
j. Secure and Sterile Bus-Station Facility including vertical circulation
k. Mechanical/electrical/plumbing utility support space including data fiber backbone, communications rooms, including a branch tunnel from the consolidated tunnel, for distribution of utilities throughout the OGT.
l. Provide a backbone for common use terminal equipment (CUTE) in ticketing and holdroom areas, FF&E, holdroom gate equipment and boarding elements, unless an airline chooses to install their branded FF&E / equipment such as branded holdroom FF&E, backwall graphics, holdroom gate equipment and boarding elements.
m. A common-use data/voice backbone is to be installed throughout the program elements to support data and voice services, including functions to support ground control, customer processing, and potentially a virtual ramp tower. End use devices such as computers, printers, gate readers, voice sets, etc. will be provided at common use counters and gates. The common use backbone will be capable of interfacing with hub airlines standard millwork at all preferential gates. If the common use backbone is not capable of connecting, use of individual airline specific data feeds shall be permitted.
n. Provide all FF&E in CBP and all public spaces.
o. Passenger amenities, such as restrooms, and concessions shell space and airline lounge shell space are to be provided. Provide convenience power for holdroom seating, public Wi-Fi networks, and passenger charging stations with subsequent support facilities.
p. Provide dedicated building service functions, including loading docks, goods delivery, waste removal, service elevators, etc. both landside and airside. Provide external guesthouses as required by the airlines.
q. Signage including dynamic and static way-finding and individual gate signage
r. Parking locations and areas for recharging stations for electric GSE equipment
s. Exclusive use spaces such as airline/tenant support spaces (break and locker rooms, operational management offices, and restrooms), concessions and airline clubs will have the shell provided (outer walls only), and the interior finishes provided by the airline/tenant.
t. Develop shell space for exclusive use. For shell space with airline or tenant lease commitment, utilities necessary for proposed fit out will be brought to the space for tenant extension and fit out. All utility extensions and fit out are subject to CDA standards. Unassigned shell space will have basic utilities brought to the space for future extension and fit out. Any costs for additional utilities will be the responsibility of the future tenant.

u. Third level shell space for airline clubs and support space based on airline requirement and CBP support space, including both passenger and service elevators and the sterile corridor system for international arrivals.

v. Provide FIDS and BIDS

w. Demolition of Concourses E and F

x. Includes Airport Transit System (ATS) station platform widening and vertical circulation improvements.

y. The west side of the OGT facility shall provide an efficient (same level) interface to existing Concourse B for passenger connectivity and accommodate use/relocation of loading/shipping docks and all existing baggage processing within the area.

z. The design of the east end will provide an efficient interface with the north end of existing Concourse G for passenger circulation and accommodate the required originating/transfer baggage conveyors from Terminal 3 and Concourses G/H/K/L. New construction to be fully integrated with a heavily renovated Terminal 2 and provide for landside and airside interface (same level) with Terminals 1 and 3, and “G” Rotunda for passenger connectivity.

aa. TSA Unified Command Center

bb. Government Protocol Center (Diplomat Receiving Area)

APM Station

a. The shell for the underground APM station will be constructed as part of the OGT structure. The footprint will provide for vertical transportation to underground APM Station potentially supporting a 5-car train (with potential flexibility for a 6-car train expansion), centered on existing T-2 for equal walking distances to T-1 and T-3. Natural daylight into the APM station platform is highly desirable.

b. APM guideway shall be extended to northwest from OGT station and connect to the Consolidated Tunnels and to the southeast to limit line of construction for future extension to existing Terminal 3.

c. APM station is underground, footprint is maintained upwards throughout the building for vertical circulation, approximately 52’ wide and 395’ in length.
d. Provide new basement level for future APM system guideway including cross-overs, train control and propulsion power facilities.
e. No equipment or supporting utilities shall be installed prior to the approval of the actual train construction.

CBP
a. Customs & Border Protection (CBP) arrival hall will serve a peak-hour rate of approximately 3,500 passengers; flexible to CBP “Bags First” (pending future CBP guidelines).
b. CBP will primarily be located on the departure level with the Automated Passport Control functions on a third level.
c. The International Bag Claim is to allow for segregation of precleared arrivals.

O’Hare Global Concourse (OGC)
a. The new OGC concourse is to be 150’ +/- wide
b. Provide for a maximum of one (1) Airport Design Group VI gate
c. Mechanical/electrical/plumbing utility support space including data fiber backbone, communications rooms, including a branch tunnel from the consolidated tunnel, for distribution of utilities throughout the OGC.
d. Provide for either a ramp control tower or virtual tower, pending assessment of technical and cost considerations (to be considered relative to similar facilities in S1 and/or S2).
e. Provide a backbone for common use terminal equipment (CUTE) in ticketing and holdroom areas, FF&E, holdroom gate equipment and boarding elements, unless an airline chooses to install their branded FF&E / equipment such as branded holdroom FF&E, backwall graphics, holdroom gate equipment and boarding elements.
f. A common-use data/voice backbone is to be installed throughout the program elements to support data and voice services, including functions to support ground control, customer processing, and potentially a virtual ramp tower. End use devices such as computers, printers, gate readers, voice sets, etc. will be provided at common use counters and gates. The common use backbone will be capable of interfacing with hub airlines standard millwork at all preferential gates. If the common use backbone is not capable of connecting, use of individual airline specific data feeds shall be permitted.
g. Provide all FF&E in CBP and all public spaces.
h. Passenger amenities, such as restrooms, concessions shell space and airline lounge shell space are to be provided. Provide convenience power for holdroom seating, public Wi-Fi networks, and passenger charging stations with subsequent support facilities.
i. Provide the shell space, utilities and aircraft support elements such as; aircraft ground power (AC and/or DC), PCA, potable water cabinets with drains, docking systems, digital gate signs, late gate bag vertical conveyor (dumbwaiter) and passenger loading bridges unless an airline chooses to provide their own equipment, in which case the project budget shall be reduced.

j. Provide dedicated building service functions, including loading docks, goods delivery, waste removal, service elevators, etc. both landside and airside

k. Signage including dynamic and static way-finding and individual gate signage

l. Parking locations and areas for recharging stations for electric GSE equipment.

m. Exclusive use spaces such as airline/tenant support spaces, concessions and airline clubs will have the shell provided, and the interior finishes provided by the airline/tenant.

n. Develop shell space for exclusive use. For shell space with airline or tenant lease commitment, utilities necessary for proposed fit out will be brought to the space for tenant extension and fit out. All utility extensions and fit out are subject to CDA standards. Unassigned shell space will have basic utilities brought to the space for future extension and fit out. Any costs for additional utilities will be the responsibility of the future tenant.

o. Provide FIDS and BIDS

Sterile Arrivals Corridor and Cores

a. A sterile arrivals corridor connecting all international arrival gates to the CBP

b. Arriving international passengers ascend vertical cores associated with gate door at the face of the concourse to a Third-Level sterile corridor network with an “effective” width of 20’ that lead to escalators that descend to the OGT CBP arrivals hall for international arriving passengers, restrooms, Automated Passport Control (APC) kiosks and an airline business class lounge. Design may consider an arrivals corridor with a single side collection corridor with crossing corridors to vertical cores on opposite side of concourse.

c. To optimize gating flexibility for both international and domestic operations, vertical cores serving international arriving flights are to be located at the concourse perimeter within the concourse envelope. These cores are to facilitate arriving passenger flow to the sterile arrivals corridor. Each gate core is to be equipped with two (2) loading bridges to serve two (2) aircraft simultaneously and be equipped to allow arrivals and departures from both gates. All gates connected to the international arrivals corridor should be made independent for both arrival and departure.

d. Ability to accommodate the implementation of BIWIS
Building MEP
a. While a study is needed to confirm; it’s currently anticipated that the building HVAC delivery systems would be located on Third-Level and supplied by the existing H&R Plant. Major MEP systems cannot be located on levels where future expansion of BHS, CBP, holdrooms or other operational spaces are required.
b. Includes all related modifications to existing utilities and provision of new utilities serving this facility. Includes upgrades to the existing central utility plant necessary to support the new terminal/concourse facility.

Apron - Civil
a. Airside work shall include new and transitional apron and taxilane pavement, demolition of pavement as needed, primary electrical distribution, storm water and sanitary sewer, potable water for domestic and fire protection systems, hydrant fueling, storm water and glycol collection, apron striping, in-ramp lighting systems, and airfield signage.
b. Design shall include head of stand service road. Utility work will be from the termination of the utility main construction (included in the TAP Phase 1 Utilities project) to the exterior face of the structure.
c. Includes safety management system coordination and plan alterations to accommodate construction sequencing near active taxiways, taxilanes, and aprons.
d. RON areas as required to transition new apron and taxilane pavement with existing

POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII)

a. Preferentially leased counters and gates will utilize the common use backbone but will be equipped by the airlines.
b. Exclusive use spaces such as airline/tenant support spaces, concessions and airline clubs will have the shell provided, and the interior finishes provided by the airline/tenant.
9. PROJECT NAME: Terminal 5 Repurposing and Core Expansion

**Note:** Dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Terminal 5 Repurposing and Core Expansion

PROJECT OVERVIEW: Reconfiguration and expansion of Terminal 5 (T5) facilities to accommodate increased domestic and reduced international passengers and flows.

TOTAL ESTIMATED CONSTRUCTION COST: $186,292,000

CHANGES IN PROJECT SCOPE REQUIRING MII REVIEW: Any modification that limits operational efficiency for airlines to be relocated to T5 upon completion of the OGT and OGC.

PROJECT SUMMARY

a. Expansion of building footprint between Gates M7 – M12  
b. Enlarged passenger security screening checkpoint  
c. Additional baggage claim  
d. Airline space projects – Shell and Core Only (ATO, lounge, operations, etc.)  
e. Reconfiguration and right-sizing of Terminal 5 FIS facility to match future demand  
f. Enlarged passenger security screening checkpoint  
g. East concourse widening and/or reconfiguration for two-way flow  
h. Refinement to gate configurations, including MARS capability where needed  
i. Improvements to domestic baggage claim area to meet demand for additional flight activity and additional pre-cleared international arrivals  
j. Provision for flexible use of CBP space to serve swing gate capability for domestic and international CBP accessible flights. Including the redefining sterile CBP space with partitions to use CBP claim units for domestic/precleared arriving flights

POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII)

a. Preferentially leased counters and gates will utilize the common use backbone, but will be equipped by the airlines.  
b. Exclusive use spaces such as airline/tenant support spaces, concessions and airline clubs will have the shell provided, and the interior finishes provided by the airline/tenant.
10. PROJECT NAME: TAP Phase I Utilities Allowance

PROJECT OVERVIEW: Allowance to provide supply capacity and utility mains for TAP Phase 1 facilities

TOTAL ESTIMATED PROJECT COST: $126,000,000

CHANGES IN PROJECT SCOPE REQUIRING MII REVIEW: Any investment for a purpose other than for utilities infrastructure improvement.

PROJECT SUMMARY

The scope of the TAP Phase 1 Utilities work will cover the costs associated with installing the distribution and collection systems to locations immediately outside S1, S2, and OGT/OGC (typically a point 50-100 foot from the face of buildings). The costs to extend these systems from the termination points to and inside the building are included in the estimates for S1, S2, and OGT/OGC. The aircraft fueling system included in this project will terminate at the tail of aircraft. Remaining expenses for the aircraft fueling system are included in the estimates for S1, S2, and OGT/OGC. For the T5 Parking Garage and Western Parking and Screening Facility, this project includes extension of utilities to points outside the buildings. The costs for distribution of utilities inside these structures are included in the individual projects.

a. Allowance for Power / Electricity Distribution
b. Allowance for Domestic Water Distribution
c. Allowance for Life Safety Systems
d. Allowance for Natural Gas Distribution
e. Allowance for Sanitary Sewer Collection and Conveyance
f. Allowance for Fuel Distribution
g. Allowance for Storm Water Collection and Conveyance Systems
h. Allowance for Communication Systems

i. Utilities for the OGT/OGC and Satellite concourses 1 and 2 facilities are anticipated to being brought in from the existing central H&R plant via the ring tunnel.

j. The remainder of the projects will connect to existing utilities or to new main feeder lines to be provided to the area of the project.

k. Modifications to existing utilities to increase capacity, relocate alignment, abandoning of redundant lines, and connections to new service lines.

l. Temporary utility relocations due to construction activities.
m. Temporary utilities for construction services.

n. All utilities up to the feeder line tie-in point including distribution systems within the project limits are considered part of the respective facility’s project scope.

POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII): [None]
11. PROJECT NAME: Western Parking and Screening Facility Allowance

**Note:** Building dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Western Parking and Screening Facility Allowance

PROJECT OVERVIEW: Employee parking and security screening facility.

TOTAL ESTIMATED PROJECT COST: $215,000,000

CHANGES IN PROJECT SCOPE REQUIRING MII REVIEW: (1) Any change in facility-function other than employee parking and screening, or (2) Reduction in parking capacity of less than number necessary for all ORD airline employee parking other than employees based in maintenance or cargo areas, (3) Reduction in capacity of employee security pavilion to less than 3,200 employees within 45 minutes, or (4) Reduction in capacity of vehicle plaza to less than 2,900 vehicles within 45 minutes, or (5) Elimination of toll-free access to the facility.

PROJECT SUMMARY

a. May be a combination of structured and surface parking
b. Final number of parking spaces to be confirmed and agreed based on demand study.
c. Parking spaces, all measuring approximately 9-foot by 18-foot, to accommodate employee parking facilities and revenue control/electric vehicle charging stations/other amenities and systems.
d. Roadway projects to tie the multilevel parking structure and curbsides into the Elgin-O’Hare Expressway, future Western Bypass, and York Road at such time these are constructed.
e. Tie in to Hook ramp provided by the Illinois Department of Transportation and the Illinois Tollway Authority, connecting York Rd to and from Western Employee Parking and Screening Facility (accessible from surface roads not connected to the tollway). Access to the facility for Airline employees will not be subject to a toll.
f. Provide a security pavilion for employee processing with sufficient processing capacity to meet airline defined throughput rates
g. Includes provision of new utilities right-of-ways serving this area, including space for potential new utility feeds for the future Satellites.
h. Provide secure bus station with waiting area that is segregated from arriving shift-end employees
i. Provide vehicle plaza with sufficient capacity to meet airline defined processing rates
j. Exit ramp designed to accommodate large volume of vehicles at shift change
k. Static wayfinding for both vehicle and pedestrian movements
I. Plan for interface with future APM and alignment
m. Airside employee bus roadways and bus parking area adjacent to the waiting area and security pavilion
n. Landside bus curbside area for dropoff and pick-up
o. Includes installation of site utilities required to support the new facility
p. The facility will be sized to support target travel times for employee arrival to duty station per worker policy
q. Access into the parking area should be sufficient to support peak shift changes without producing traffic congestion.

POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII)

[None]
12. PROJECT NAME PROJECT NAME: Concourse L 5-Gate Buy-out

PROJECT OVERVIEW: Buy-out of Concourse L 5-Gate “Stinger” from American Airlines

TOTAL ESTIMATED PROJECT COST: $78,000,000

CHANGES IN PROJECT SCOPE REQUIRING MII REVIEW: Acquisition terms inconsistent with the L Stinger Lease.

PROJECT SUMMARY

a. Buy-out of the Concourse L 5-Gate “Stinger” pursuant to Section 15.19 of the Gate Ground Lease Agreement at Chicago O’Hare International Airport between City of Chicago and American Airlines, Inc. dated May 31, 2016, as it may be amended from time to time.
TAP PROGRAM CONTINGENCY AND SOFT COSTS

The TAP Phase 1 Elements project descriptions do not specify an initial allocation of program-wide soft costs, design and construction contingency or the management reserve. The program-wide soft costs for the TAP Phase I Elements are $801,009,000. The program-wide design and construction contingency costs for the TAP Phase 1 Elements are $630,396,000. The total management reserve account costs for the TAP Phase 1 Elements are $90,057,000. Initial allocations will be made based on the type of project and risks and adjustments will be ongoing throughout the program.

**Soft Costs:** Soft costs include planning & design services; program management services; owner’s legal & financial services; permits; testing & inspection services; CM inspections; QA/QC services; owner’s insurance program; owner’s administrative costs; and commissioning services. During each stage of design, at the time of the project bid and during construction, the City will allocate soft costs to each TAP Phase 1 Element in accordance with its complexity and size.

**Design and Construction Contingency:** The design and construction contingency consists of both a design contingency and a construction contingency. Design contracts shall include a “Design to Budget” clause that will limit the designer to the construction budget, plus any allocated design contingency, for the project. CMR’s will be contractually responsible for providing cost estimates at key design milestones. Scope creep will be mitigated through the development of a clear and comprehensive project definition document for each project, along with the use of periodic value engineering sessions.

Construction contingency will be managed by the PMO rather than the CMR. Issues arising during construction that could affect budget or schedule will be addressed with selective use of resequencing and acceleration. Any proposed descoping for budget purposes will be considered in context of the required project functionality as described in this Exhibit L.

The City will consult with the EWG concerning the allocation of the design and construction contingency during risk workshops, monthly meetings and other scheduled meetings. The City has final approval authority for the allocation design and construction contingency.
Management Reserve: Measured as a percentage of Direct Construction Costs. Management reserve funds will be used only when the remaining design and construction contingencies are projected to be insufficient to complete the TAP Phase 1 elements. Before management reserve funds are committed, the PMO will provide the City with alternatives, justifications and recommendations. If the City agrees with the PMO recommendation, the City will consult with the EWG. After considering input from the EWG, the City will make the final determination on the use of the management reserve.

Guidelines for Contingency Management

The City, through the Program Management Office (PMO) created by the City, will establish a Work Breakdown Structure (WBS) and Cost Breakdown Structure (CBS) for each TAP Phase 1 Element. The CBS will allocate initial design, permitting, third party agreement, construction, commissioning, contingencies and project soft costs which will serve as the baseline for the total Project Costs of each project. Contingency amounts will be re-allocated to individual TAP Phase 1 Elements by the City based on updated risk assessments and project requirements. The City shall consult with the Air Carrier facilities representative when establishing the allocation of contingency funds and subsequent re-allocations. The total soft cost, design and construction contingency and management reserve shall not exceed the amounts described in Table 1 of this Exhibit L. Contingency management functions will include the following.

- As estimates are updated during the design phase by the project teams and CMR’s, the CBS will be updated with revised Current Working Estimates (CWE). Each revision will include a detailed analysis of the changes to include: scope and budget transfers, allocations of soft costs and contingencies to each TAP Phase 1 Element, reallocations of soft costs and contingencies among TAP Phase 1 Elements, and allocations and re-reallocations of the management reserve.

- Once a project enters the construction phase, the CBS report will be updated monthly with same information as described above.

- The City will provide EWG with a Phase I TAP program monthly cost report that tracks the total current working estimate for all TAP Phase 1 Elements and will also include an overall tabulation of total Project Costs for all TAP Phase 1 Elements relative to the TAP budget. The updated CBS cost reports included in the Phase I TAP program monthly cost report will include Current Working Estimates, commitments, expenditures, estimates to complete, and remaining soft costs and contingency amounts for each project.
Usage/replenishment of contingency funds will be tracked by the Program Controls team established by the City and will be categorized into one of the following: design errors and omissions; changing market conditions; infrastructure increases; unforeseen conditions; unanticipated scope required to complete the TAP Phase 1 Elements; additional safety and security requirements; additional regulatory requirements; additional operational/business continuity requirements; scope modifications, and others.

Cost estimates will be prepared to support the decision-making actions associated with the allocation and reallocation of soft costs, contingencies and the management reserve.
### Acronyms

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<tr>
<th>AC</th>
<th>Alternating Current</th>
<th>MEP</th>
<th>Mechanical Electrical Plumbing</th>
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<tbody>
<tr>
<td>AMC</td>
<td>Airport Maintenance Complex</td>
<td>MII</td>
<td>Majority-In-Interest</td>
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<td>AOA</td>
<td>Aircraft Operations Area</td>
<td>MWDA</td>
<td>MWRD Agreement</td>
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<td>Automated Passport Control</td>
<td>MWRD</td>
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<td>APM</td>
<td>Automated People Mover</td>
<td>OFA</td>
<td>Object Free Area</td>
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<td>ATO</td>
<td>Airline Ticket Office</td>
<td>OGC</td>
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<td>Airport Transit System</td>
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<td>O'Hare Global Terminal</td>
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<td>Baggage Handling System</td>
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<td>Pre-conditioned Air-conditioning</td>
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<td>Baggage Information Displays</td>
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<td>Remain Over Night</td>
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<td>Check Bag Inspection System</td>
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<td>Right-of-Way</td>
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<td>Remote Transmitter / Receiver</td>
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<td>Check Bag Resolution Area</td>
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<td>Closed Circuit Television</td>
<td>TAP</td>
<td>Terminal Area Plan</td>
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<td>Chicago Department of Aviation</td>
<td>TSA</td>
<td>Transportation Security Administration</td>
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<tr>
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<td>Common Use Terminal Equipment</td>
<td>U&amp;LA</td>
<td>Use &amp; Lease Agreement</td>
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<td>Satellite 1</td>
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<td>Early Bag Storage</td>
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<td>Satellite 2</td>
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<tr>
<td>MARS</td>
<td>Multiple Aircraft Ramp System</td>
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TAP Phase I Linear Frontage

Legend
- Terminal 1 Concourse B - 2,604 ft.
- Terminal 1 Concourse C - 3,604 ft.
- OGT/OGC - 2,901 ft.
- Terminal 3 Concourse G - 1,840 ft.
- Terminal 3 Concourse HK - 850 ft.
- Terminal 3 Concourse H - 1,538 ft.
- Terminal 3 Concourse K - 2,415 ft.
- Terminal 3 Concourse L - 2,005 ft.
- Terminal 3 Concourse L (5 Gate Extension) - 535 ft.
- Terminal 3 Concourse L (3 Gate Extension) - 330 ft.
- Terminal 5 - 5,631 ft.
- Satellite 1 - 2,776 ft.
- Satellite 2 - 3,561 ft.

TOTAL - 30,990 ft.

**Factors that render an area unsuitable for Linear Frontage Include (See Exhibit for examples):**
- Areas associated with "no-slip" 90-degree angles
- Areas that are limited by the requirement to avoid active aircraft/passenger operations until later
- Areas that are limited by the location of retaining walls
- Areas that preclude efficient aircraft parking due to the geometry of the terminal
Exhibit M
Additional TAP Elements

The Additional TAP Elements approved by the Long-Term Signatory Airlines pursuant to Article 10 of the Airline Use and Lease Agreement consist of the following projects:

13. Completion of Consolidated APM and Utility Tunnel and installation of APM
14. Satellite 3 Concourse
15. Satellite 4 Concourse
16. Terminal 1/Concourses B and C Redevelopment
17. Satellite 1 Northern Extension
18. Concourse G Redevelopment
19. Terminal 3 Redevelopment
20. Garage at the Terminal Core
21. Terminal 5 Landside and Parking Improvements (Phase 2)
22. Western Parking and Screening Facility (Phase 2)
23. Baggage Handling System (BHS) Equipment Expansion

This document provides an overview of each Additional TAP Element, as well as a summary of conceptual project details under consideration for each element. The current order of the projects does not indicate the construction sequencing. The order in which the projects shall be completed shall be determined by the Airlines and City after TAP Phase 1 is complete.

**Linear Frontages** for Additional TAP Elements are listed within each Project Description and are shown graphically on the final page of this Exhibit.
Note: Building dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.

TAP Phase 1 Elements: see Exhibit L.
13. PROJECT NAME: Completion of Consolidated APM and Utility Tunnel and installation of APM – Eastern and Western Section

Note: Dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Completion of Consolidated APM and Utility Tunnel and installation of APM – Eastern and Western Section

PROJECT OVERVIEW: Completion of the Tunnel system, procurement, and installation of APM system extending in two directions from the completed Phase I tunnel segment:

- **West Segment** – from the west end of the Phase I tunnel westerly passing under the site of Satellite Concourse 3 (S3), Satellite Concourse 4 (S4), and below grade passing between the western parking and the screening facility to an Automated People Mover (APM) Maintenance Facility and test track situated in the southern portion of the western corridor. The APM station for S3 to be constructed along with the tunnel, to be fitted out during construction of S3.

- **East Segment** – from the east end of the Phase I tunnel easterly to Terminal 3. The APM Station for T3 to be constructed along with the tunnel. T3 Station design shall include terminal master planning for T3 Redevelopment.

This project includes completion of the above two tunnel segments and related APM stations and installation of an airside APM system, guideway, rolling stock and associated infrastructure for conveying people between the Western Parking and Security Screening Facility and the core TAP terminals. This project includes the fit-out of APM stations at the O’Hare Global Terminal (OGT), Concourses S1, S2, and the Western Parking and Screening Facility, and the construction and fit-out of new APM stations at T3 and S3, and the APM Maintenance Facility and Test Track. All components and stations of the APM system must become operational on the same date.

**TOTAL ESTIMATED PROJECT COST:** $1,252,646,800

**CHANGES IN PROJECT SCOPE REQUIRING MII REVIEW:** (1) Change in tunnel origin or destination, or (2) elimination of APM right-of-way or sterile corridor for international passengers from the tunnel capability, or (3) Reductions to the tunnel dimensions for the tug/baggage clearances and widths, or (4) Removal of pedestrian moving walkways.

**PASSENGER TRIGGER:**

<table>
<thead>
<tr>
<th>Additional TAP Element</th>
<th>Annual Passenger Trigger</th>
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<tbody>
<tr>
<td>Completion of Consolidated APM and Utility Tunnel and installation of APM</td>
<td>101,500,000</td>
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</table>
PROJECT SUMMARY

a. The West Phase includes the construction of a new Consolidated Tunnel starting from its Phase I terminus just west of the midfield crossfield North/South taxiways extending westward underneath Concourses S3 and S4, passing between the newly constructed Employee Parking and Security Screening and terminating at the APM Maintenance Facility and Test Track.
b. The West Phase includes the construction and fit out of new APM stations at the OGT, S1, S2 and the Western Parking and Screening Facility
c. The East Phase includes the construction of the continuation of the Consolidated Tunnel starting from its Phase I completion point at the east end of the OGT wrapping around the southern side of the existing Rotunda and terminating at a new APM station at Terminal 3.
d. The East Phase includes the construction and fit-out of a new APM station at T3
e. Tunnel profiles must accommodate pedestrians, baggage, utilities, and Automated People Mover (APM) system
f. Several vertical circulation access points for passengers, employees, and utility/maintenance functions
g. APM Maintenance facility and test track at the end of the line to the west shall be outside of, and clear of, all adjacent runway protection zones, approach/departure surfaces, FAA transmission systems for airfield operations, and navigational aid systems.
h. APM track, rolling stock, and control systems Installed in the Consolidated Tunnel between the Western Facility and the O’Hare Global Terminal (OGT) and onwards to Terminal 3
i. Details regarding width and section will be determined during design process
14. PROJECT NAME: Satellite 3 Concourse

Note: Dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
**PROJECT NAME:** Satellite 3 Concourse

**PROJECT OVERVIEW:** The new Satellite 3 Concourse will provide approximately 5,208 feet of Linear Frontage with Gate Space being designed for a Multiple Aircraft Ramp System (MARS) configuration to allow flexible use of Gate Space between regional jets and narrow body aircraft (as deemed appropriate) to serve domestic operations.

**TOTAL ESTIMATED PROJECT COST:** $980,942,825

**CHANGES IN PROJECT SCOPE REQUIRING MII REVIEW:** (1) Any reduction in concourse width from 120’, or (2) Any change that reduces Linear Frontage from 5,208, or (3) any reduction in concourse length by more than 125’, or (4) Expanding the APM station to more than 5 total cars, or (5) Any modification that eliminates the use of Multiple Aircraft Ramp Stand (MARS) gates.

**PASSENGER TRIGGERS:**

<table>
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<tr>
<th>Additional TAP Element</th>
<th>Annual Passenger Trigger</th>
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<tbody>
<tr>
<td>Satellite 3 Concourse</td>
<td>101,500,000</td>
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</table>

**PROJECT SUMMARY**

a. A new multilevel concourse approximately 120’ wide by 2,500’ in length, to be built directly to the west of Satellite 2 and in the same north-south orientation of existing Concourse C.

b. Approximately 699,510 square feet of new building space

c. Designed to serve domestic departures and arrivals, and international arrivals from precleared markets.

d. Apron level approximately 349,755 sq. ft., containing shell space for airline/tenant operation/support.

e. Departures level approximately 349,755 sq. ft., containing passenger holdrooms, restrooms, secure circulation (no sterile corridors) and shell space for airline, concession and tenants, and airline passenger clubs/lounges

f. Holdrooms and gates capable of accommodating domestic departures and arrivals and international arrivals from precleared markets.

g. Secure Bus-Station facility including vertical circulation
h. Mechanical/electrical/plumbing utility support space including data fiber backbone, communications rooms, including a branch tunnel from the consolidated tunnel, for distribution of utilities.

i. Provide for either a ramp control tower or virtual tower in either OGT and/or Satellite 2 pending assessment of technical and cost considerations.

j. Provide a backbone for common use terminal equipment (CUTE) in ticketing and holdroom areas, FF&E, holdroom gate equipment and boarding elements, unless an airline chooses to install their branded FF&E / equipment such as branded holdroom FF&E, backwall graphics, holdroom gate equipment and boarding elements.

k. A common-use data/voice backbone is to be installed throughout the program elements to support data and voice services, including functions to support ground control, customer processing, and potentially a virtual ramp tower. End use devices such as computers, printers, gate readers, voice sets, etc. will be provided at common use counters and gates. The common use backbone will be capable of interfacing with hub airlines standard millwork at all preferential gates

l. Provide all FF&E in all public spaces

m. Passenger amenities, such as moving sidewalks (as required), restrooms, and concessions shell space and airline lounge shell space are to be provided. Provide convenience power for holdroom seating, public Wi-Fi networks, and passenger charging stations with subsequent support facilities.

n. Provide the shell space, utilities and aircraft support elements such as; aircraft ground power (AC and/or DC), PCA, potable water cabinets with drains, docking systems, digital gate signs, late gate bag vertical conveyor (dumbwaiter) and passenger loading bridges unless an airline chooses to provide their own equipment, in which case the project budget shall be reduced.

o. Provide dedicated building service functions, including loading docks, goods delivery, waste removal, freight elevators, service elevators, etc.

p. Signage including dynamic and static way-finding and individual gate signage

q. Parking locations and areas for recharging stations for electric GSE equipment

r. Exclusive use spaces such as airline/tenant support spaces, concessions and airline clubs will have the shell provided (outer walls only), and the interior finishes provided by the airline/tenant.

s. Develop shell space for exclusive use. For shell space with airline or tenant lease commitment, utilities necessary for proposed fit out will be brought to the space for tenant extension and fit out. All utility extensions and fit out are subject to CDA standards. Unassigned shell space will have basic utilities brought to the space for future extension and fit out. Any costs for additional utilities will be the responsibility of the future tenant.

t. Provide FIDS and BIDS
APM Station
   a. Provide for vertical transportation to underground APM Station, maximizing Linear Frontage and efficient passenger flows. Natural daylight into the APM Station is highly desirable.

Building MEP
   a. While a study is needed to confirm; it’s currently anticipated that the building HVAC delivery systems would be located on Third-Level and supplied by the existing H&R Plant or by a new facility. Major MEP systems cannot be located on levels where future expansion of BHS, gate holdrooms or other operational spaces are required.

Apron - Civil
   a. Airside work shall include new and transitional apron and taxilane pavement, demolition of pavement as needed, primary electrical distribution, storm water and sanitary sewer, potable water for domestic and fire protection systems, hydrant fueling, storm water and glycol collection, apron striping, in-ramp lighting systems, and airfield signage.
   b. Design shall include tail of stand service road behind all gates

POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII)
   a. Preferentially leased counters and gates will utilize the common use backbone, but will be equipped by the airlines.
   b. Exclusive use spaces such as airline/tenant support spaces, concessions and airline clubs will have the shell provided, and the interior finishes provided by the airline/tenant.
15. PROJECT NAME: Satellite 4 Concourse

Note: Dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Satellite 4 Concourse

PROJECT OVERVIEW: The new Satellite 4 Concourse will provide approximately 5,208 feet of Linear Frontage with Gate Space being designed for a Multiple Aircraft Ramp System (MARS) configuration to allow flexible use of Gate Space between regional jets and narrow body aircraft (as deemed appropriate) to serve domestic operations.

PROJECT SUMMARY

a. A new multilevel concourse approximately 120’ wide by 2,500’ in length, to be built directly to the west of the proposed Satellite 3 and in the same north south orientation of existing Concourse C.

b. The minimum number gates shall be determined by the gated fleet mix.

c. Approximately 699,510 new square feet of total building space

d. Designed to serve domestic departures and arrivals and arrivals from international precleared markets.

e. Apron level approximately 349,755 sq. ft., containing shell space for airline/tenant operation/support.

f. Departures level approximately 349,755 sq. ft., containing passenger holdrooms, restrooms, secure circulation (no sterile corridors) and shell space for airline, concession and tenants, and airline passenger clubs/lounges

g. Holdrooms and gates capable of accommodating domestic departures and arrivals and arrivals from international precleared markets.

h. Secure Bus-Station facility including vertical circulation

i. Mechanical/electrical/plumbing utility support space including data fiber backbone, communications rooms, including a branch tunnel from the consolidated tunnel, for distribution of utilities.

j. Provide for either a ramp control tower or virtual tower in either OGT and/or Satellite 2 pending assessment of technical and cost considerations.

k. Provide a backbone for common use terminal equipment (CUTE) in ticketing and holdroom areas, FF&E, holdroom gate equipment and boarding elements, unless an airline chooses to install their branded FF&E / equipment such as branded holdroom FF&E, backwall graphics, holdroom gate equipment and boarding elements.

l. A common-use data/voice backbone is to be installed throughout the program elements to support data and voice services, including functions to support ground control, customer processing, and potentially a virtual ramp tower. End use devices such as computers, printers, gate readers, voice sets, etc. will be provided at common use counters and gates. The common use backbone will be capable of interfacing with hub airlines standard millwork at all preferential gates. If the common use backbone is not capable of connecting, use of individual airline specific data feeds shall be permitted.
m. Provides all FF&E in all public spaces and FF&E not provided by airlines, concessions, or other tenants.

n. Passenger amenities, such as moving sidewalks (as required), restrooms, and concessions shell space and airline lounge shell space are to be provided. Provide convenience power for holdroom seating, public Wi-Fi networks, and passenger charging stations with subsequent support facilities.

o. Provide the shell space, utilities and aircraft support elements such as; aircraft ground power (AC and/or DC), PCA, potable water cabinets with drains, docking systems, digital gate signs, late gate bag vertical conveyor (dumbwaiter) and passenger loading bridges unless an airline chooses to provide their own equipment, in which case the project budget shall be reduced.

p. Provide dedicated building service functions, including loading docks, goods delivery, waste removal, freight elevators, service elevators, etc.

q. Signage including dynamic and static way-finding and individual gate signage

r. Parking locations and areas for recharging stations for electric GSE equipment

s. Exclusive use spaces such as airline/tenant support spaces (employee break and locker rooms, operational management offices, restroom for employees), concessions and airline clubs will have the shell provided, and the interior finishes provided by the airline/tenant.

t. Develop shell space for exclusive use. For shell space with airline or tenant lease commitment, utilities necessary for proposed fit out will be brought to the space for tenant extension and fit out. All utility extensions and fit out are subject to CDA standards. Unassigned shell space will have basic utilities brought to the space for future extension and fit out. Any costs for additional utilities will be the responsibility of the future tenant.

u. Provide FIDS and BIDS

**APM Station**

a. Construction and fit out of new APM station at S4

b. Provide for vertical transportation to underground APM Station, maximizing Linear Frontage and efficient passenger flows. Natural daylight into the APM station platform is highly desirable.

**Building MEP**

a. While a study is needed to confirm; it’s currently anticipated that the building HVAC delivery systems would be located on Third-Level and supplied by the existing H&R Plant or by a new facility. Major MEP systems cannot be located on levels where future expansion of BHS, gate holdrooms or other operational spaces are required.
Apron - Civil
   a. Airside work shall include new and transitional apron and taxilane pavement, demolition of pavement as needed, primary electrical distribution, storm water and sanitary sewer, potable water for domestic and fire protection systems, hydrant fueling, storm water and glycol collection, apron striping, in-ramp lighting systems, and airfield signage.
   b. Design shall include tail of stand service road behind all gates

POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII)
   a. Preferentially leased counters and gates will utilize the common use backbone, but will be equipped by the airlines.
   b. Exclusive use spaces such as airline/tenant support spaces, concessions and airline clubs will have the shell provided, and the interior finishes provided by the airline/tenant.
16. PROJECT NAME: Terminal 1/Concourses B and C Redevelopment

**Note:** Dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Terminal 1/Concourses B and C Redevelopment

PROJECT OVERVIEW: Renovation of existing Terminal 1, Concourse B and Concourse C, and Expand existing Terminal 1 over the existing surface parking lot along Upper Level T1 Street (approximately 340’ x 120’). Renovation and expansion to include new curbside access to Terminal 1, passenger processing, potential concession space, potential security checkpoint, airline support space, and necessary baggage system connections.

PROJECT SUMMARY

a. Infill of second level, Concourse B Terminal 1 space, of approximately 40,800 square feet
b. Renovation of existing Concourses B and C and Terminal 1
c. New curbside access to Terminal 1
d. New airline support space
e. Renovated passenger processing areas and holdrooms
f. Potential renovated and new concession space
g. Potential renovated and new security checkpoint
h. Concourses shall be renovated in a phased manner with no more than two gates being closed at once. Renovations shall include, but are not limited to, restroom replacement/upgrades, holdroom shell space upgrades, and public space upgrades
i. Necessary baggage system connections to the existing T1 bag room, new OGT CBIS, and new S-1 bag room
j. New terminal space to be designed to serve the processing of domestic passengers and precleared markets.
k. New terminal space to include mechanical/electrical/plumbing utility support space including data fiber backbone, necessary communications rooms. Concourses MEP shall be renovated to meet current demand and any failing services lines/equipment shall be replaced.
l. New terminal space and renovated areas to provide a backbone for common use terminal equipment (CUTE) in ticketing and FF&E unless an airline chooses to install their branded FF&E / equipment such as branded FF&E, backwall graphics, equipment and boarding elements; unless an airline chooses to provide their own equipment, in which case the project budget shall be reduced.
m. A common-use data/voice backbone is to be installed throughout the terminal and renovated holdrooms to support data and voice services, including functions to support customer processing. End use devices such as computers, printers, voice sets, etc. will be provided at common use counters. The common use backbone will be capable of interfacing with hub airlines standard millwork at all preferential gates. If the common use backbone is not capable of connecting, use of individual airline specific data feeds shall be permitted.
n. Provide all FF&E in all public spaces and FF&E not provided by airlines, concessions, or other tenants.
o. Provide dedicated building service functions, including loading docks, goods delivery, waste removal, freight elevators, service elevators, etc. for the new terminal space and resizing/renovation of existing facilities to meet current demand.
p. Signage including dynamic and static way-finding and individual counter signage.
q. Develop shell space for exclusive use in the new terminal space. For shell space with airline or tenant lease commitment, utilities necessary for proposed fit out will be brought to the space for tenant extension and fit out. All utility extensions and fit out are subject to CDA standards. Unassigned shell space will have basic utilities brought to the space for future extension and fit out. Any costs for additional utilities will be the responsibility of the future tenant.

POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII)

a. Preferentially leased counters will utilize the common use backbone, but will be equipped by the airlines.
b. Exclusive use spaces such as airline/tenant support spaces, and concessions will have the shell provided, and the interior finishes provided by the airline/tenant.
17. PROJECT NAME: Satellite 1 Northern Extension

Note: Dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Satellite 1 Northern Extension

PROJECT OVERVIEW: Northerly expansion of Satellite 1 concourse will provide approximately 1,322 feet of new Linear Frontage with Gate Space being designed for a Multiple Aircraft Ramp System (MARS) configuration to allow flexible use of Gate Space between regional jets, narrow body and wide body aircraft (as deemed appropriate) to serve international and domestic operations. Southern section of Concourse C will be demolished.

PROJECT SUMMARY

a. Northerly expansion of Satellite 1 and the associated demolition of the southern portion of existing Concourse C
b. Demolition of the southern portion of Concourse C
c. Multilevel concourse extension approximately 150’ wide by 715’ in length, to be built directly north of S1 as a building extension
d. Approximately 300,500 square feet of new building space
e. Apron level approximately 124,300 sq. ft., containing hub airline outbound bag sortation system and airline shell support space
f. Departures level approximately 124,300 sq. ft., containing passenger holdrooms, restrooms, secure circulation (no sterile corridors) and shell space for airline, concession and tenants.
g. Mezzanine level (level 3) approximately 51,900 sq. ft., containing the sterile corridor system for international arriving flights and vertical circulation.
h. Provides additional wide-body, CBP accessible gates for non-pre-cleared international flights with increased lateral separation between Concourse B and Satellite 1
i. Provide a backbone for common use terminal equipment (CUTE) in ticketing and holdroom areas, FF&E, holdroom gate equipment and boarding elements, unless an airline chooses to install their branded FF&E / equipment such as branded holdroom FF&E, backwall graphics, holdroom gate equipment and boarding elements.
j. A common-use data/voice backbone is to be installed throughout the program elements to support data and voice services, including functions to support ground control, customer processing, and potentially a virtual ramp tower. End use devices such as computers, printers, gate readers, voice sets, etc. will be provided at common use counters and gates. The common use backbone will be capable of interfacing with hub airlines standard millwork at all preferential gates. If the common use backbone is not capable of connecting, use of individual airline specific data feeds shall be permitted.
k. Provides all FF&E in CBP and all public spaces and FF&E not provided by airlines, concessions, or other tenants.
l. Passenger amenities, such as moving sidewalks (as required), restrooms, and concessions shell space and airline lounge shell space are to be provided. Provide convenience power for holdroom seating, public Wi-Fi networks, and passenger charging stations with subsequent support facilities.

m. Provides the shell space, utilities and aircraft support elements such as; aircraft ground power (AC and/or DC), PCA, potable water cabinets with drains, docking systems, digital gate signs, late gate bag vertical conveyor (dumbwaiter) and passenger loading bridges unless an airline chooses to provide their own equipment, in which case the project budget shall be reduced.

n. Provide dedicated building service functions, including loading docks, goods delivery, waste removal, freight elevators, service elevators, etc.

o. Signage including dynamic and static way-finding and individual gate signage

p. Parking locations and areas for recharging stations for electric GSE equipment

q. Exclusive use spaces such as airline/tenant support spaces (employee break and locker rooms, operational management offices, restroom for employees), concessions and airline clubs will have the shell provided, and the interior finishes provided by the airline/tenant.

r. Develop shell space for exclusive use. For shell space with airline or tenant lease commitment, utilities necessary for proposed fit out will be brought to the space for tenant extension and fit out. All utility extensions and fit out are subject to CDA standards. Unassigned shell space will have basic utilities brought to the space for future extension and fit out. Any costs for additional utilities will be the responsibility of the future tenant.

s. Provide FIDS and BIDS

**Sterile Corridor and Vertical Cores**

a. A sterile arrivals corridor connecting all international arrival gates to the CBP.

b. Arriving international passengers ascend vertical cores associated with gate door at the face of the concourse to a Third-Level corridor network that includes Automated Passport Control kiosks that lead to escalators that descend to a sterile underground tunnel that leads to escalators up to the OGT CBP arrivals hall.

c. To optimize aircraft arrival and departing flexibility for both international and domestic operations, vertical cores serving international arriving flights are to be located at the concourse perimeter within the concourse envelope. These cores are to facilitate arriving passenger flow to the arrivals corridor. Each core is to be equipped with two (2) loading bridges to serve two (2) aircraft simultaneously and be equipped to allow arrivals and departures from both gates. All gates connected to the international arrivals corridor should be made independent for both arrival and departure.
Building MEP
a. While a study is needed to confirm; it’s currently anticipated that the building HVAC delivery systems would be located on mezzanine and supplied by the existing H&R Plant. Major MEP systems cannot be located on levels where future expansion of BHS, gate holdrooms or other operational spaces are required.

Apron - Civil
a. Airside work shall include: new apron and taxilane pavement, demolition of pavement as needed, hydrant fueling, storm water and glycol collection, apron striping, in-ramp lighting systems and airfield signage.
b. Design shall include head of stand service road at all gates

POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII)

a. Preferentially leased counters and gates will utilize the common use backbone, but will be equipped by the airlines.
b. Exclusive use spaces such as airline/tenant support spaces, concessions, and airline clubs will have the shell provided, and the interior finishes provided by the airline/tenant.
18. PROJECT NAME: Concourse G Redevelopment

Note: Dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Concourse G Redevelopment

PROJECT OVERVIEW: Redevelopment of Concourse G will provide approximately 1,309 feet of Linear Frontage with Gate Space being designed for a Multiple Aircraft Ramp System (MARS) configuration to allow flexible use of Gate Space between regional jets, narrow body and wide body aircraft (as deemed appropriate) to serve international and domestic operations. Includes demolition of existing Concourse G.

PROJECT SUMMARY

a. Demolition of existing Concourse G
b. A new multilevel concourse approximately 120’ wide by 844’ in length
c. Approximately 305,200 square feet of new building space
d. Apron level approximately 116,400 sq. ft., containing hub airline outbound bag sortation system and shell space for airline/tenant operation/support.
e. Departures level approximately 116,400 sq. ft., containing passenger holdrooms, restrooms, secure circulation (no sterile corridors) and shell space for airline, concession and tenants
f. Mezzanine level (level 3) approximately 72,400 sq. ft., containing the sterile corridor system for international arriving flights and vertical circulation.
g. Provides additional wide-body, CBP accessible gates for non-pre-cleared international flights with increased lateral separation between OGT Concourse and Concourse G
h. Provides a net increase in International CBP Accessible Linear Feet of 1,400 +/-
i. Passenger holdrooms, capable of accommodating domestic departures and arrivals and arrivals from international precleared markets.
j. Secure Bus-Station facility
k. Provide convenience power for holdroom seating
l. Provide a backbone for common use terminal equipment (CUTE) in ticketing and holdroom areas, FF&E, holdroom gate equipment and boarding elements, unless an airline chooses to install their branded FF&E / equipment such as branded holdroom FF&E, backwall graphics, holdroom gate equipment and boarding elements.
m. A common-use data/voice backbone is to be installed throughout the program elements to support data and voice services, including functions to support ground control, customer processing, and potentially a virtual ramp tower. End use devices such as computers, printers, gate readers, voice sets, etc. will be provided at common use counters and gates. The common use backbone will be capable of interfacing with hub airlines standard millwork at all preferential gates. If the common use backbone is not capable of connecting, use of individual airline specific data feeds shall be permitted.
n. Mechanical, utility support space and supporting utilities including a branch tunnel from the consolidated tunnel to allow for distribution of primary services.

o. Technology-enabled and Data system/s for airline support and operations, ground control, virtual tower, automated processing and customer convenience.

p. Signage including dynamic and static way-finding

Sterile Corridor

  a. A sterile arrivals corridor connecting all international arrival gates to the CBP
  b. Arriving international passengers ascend vertical cores associated with gate door at the face of the concourse to a mezzanine level corridor network that includes Automated Passport Control kiosks and then descends into the OGT CBP arrivals hall

Building MEP

  a. While a study is needed to confirm; it’s currently anticipated that the building HVAC delivery systems would be located on mezzanine and supplied by the existing H&R Plant. Major MEP systems cannot be located on levels where future expansion of BHS, gate holdrooms or other operational spaces are required.

Apron - Civil

  a. Airside work shall include: new apron and taxilane pavement, demolition of pavement as needed, hydrant fueling, storm water and glycol collection, apron striping, in-ramp lighting systems and airfield signage.

POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII)

  a. Preferentially leased counters and gates will utilize the common use backbone, but will be equipped by the airlines.
  b. Exclusive use spaces such as airline/tenant support spaces, concessions and airline clubs will have the shell provided, and the interior finishes provided by the airline/tenant.
19. PROJECT NAME: Terminal 3 Redevelopment

**Note:** Dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Terminal 3 Redevelopment

PROJECT OVERVIEW: The Terminal 3 Redevelopment will provide approximately 1,495 feet of Linear Frontage with Gate Space being designed for a Multiple Aircraft Ramp System (MARS) configuration to allow flexible use of Gate Space between regional jets, narrow body and wide body aircraft (as deemed appropriate) to serve international and domestic operations. Includes demolition of existing Concourses H, K, L, and the Concourse-L expansion as new gates come on-line.

PROJECT SUMMARY

a. Phased demolition of Concourses H, K, L, and the Concourse L Expansion
b. Renovation of Existing Terminal 3 to include both structure and systems to be compliant with future requirements, and with minimum impact to operations
c. 100’ Widening of Terminal 3 to integrate the new APM Station and associated vertical core within the T3 master plan
d. New curbside access to Terminal 3
e. New airline support space
f. Renovated passenger processing areas and holdrooms
g. Potential renovated and new concession space
h. Potential renovated and new security checkpoint
i. Necessary baggage system connections to OGT CBIS, EBS, and OGC bag room
j. Renovations shall include, but are not limited to, restroom replacement/upgrades, holdroom shell space upgrades, and public space upgrades
k. Necessary baggage system connections to the OGC bag room and OGT CBIS
l. New terminal space to be designed to serve the processing of domestic passengers and precleared markets.
m. New terminal space to include mechanical/electrical/plumbing utility support space including data fiber backbone, necessary communications rooms. Concourses MEP shall be renovated to meet current demand and any failing services lines/equipment shall be replaced.
n. New terminal space and renovated areas to provide a backbone for common use terminal equipment (CUTE) in ticketing and FF&E unless an airline chooses to install their branded FF&E / equipment such as branded FF&E, backwall graphics, equipment and boarding elements; unless an airline chooses to provide their own equipment, in which case the project budget shall be reduced.
o. A common-use data/voice backbone is to be installed throughout the terminal and renovated holdrooms to support data and voice services, including functions to support customer processing. End use devices such as computers, printers, voice sets, etc. will be provided at common use counters. The common use backbone will be capable of interfacing with hub airlines standard millwork at all preferential gates. If the common use backbone is not capable of connecting, use of individual airline specific data feeds shall be permitted.
p. Provide all FF&E in all public spaces and FF&E not provided by airlines, concessions, or other tenants.
q. Provide dedicated building service functions, including loading docks, goods delivery, waste removal, freight elevators, service elevators, etc. for the new terminal space and resizing/renovation of existing facilities to meet current demand
r. Signage including dynamic and static way-finding and individual counter signage
s. Develop shell space for exclusive use in the new terminal space. For shell space with airline or tenant lease commitment, utilities necessary for proposed fit out will be brought to the space for tenant extension and fit out. All utility extensions and fit out are subject to CDA standards. Unassigned shell space will have basic utilities brought to the space for future extension and fit out. Any costs for additional utilities will be the responsibility of the future tenant.

POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII)
a. Preferentially leased counters and gates will utilize the common use backbone, but will be equipped by the airlines.
b. Exclusive use spaces such as airline/tenant support spaces, concessions and airline clubs will have the shell provided, and the interior finishes provided by the airline/tenant
20. PROJECT NAME: Garage at the Terminal Core

Note: Dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Garage at the Terminal Core

PROJECT OVERVIEW: Redevelopment and expansion of the current garage with integrated supplemental curbside and roadway to provide up to 16,000 public parking spaces.

PROJECT SUMMARY

a. Redevelopment and expansion of the current garage to accommodate long-term parking curbside and parking
b. Modifications to terminal access roadway necessary to accommodate redeveloped parking structure and supplemental curbsides
c. Redeveloped parking entry and cashier plaza and pedestrian access to passenger terminals, hotel, and ATS stations
d. Includes improvements in revenue control systems and related technology

POTENTIAL AIRLINE FUNDED ELEMENTS (NOT INCLUDED IN PROJECT COSTS AND NOT SUBJECT TO MII)

[None]
21. PROJECT NAME: Terminal 5 Parking Garage & Landside Improvements (Phase 2)

**Terminal 5 Landside and Parking (Phase 2)**

*Note:* Building dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Terminal 5 Parking Garage & Landside Improvements (Phase 2)

PROJECT OVERVIEW: Expansion of terminal access roadways and parking garage near Terminal 5 (T5) to provide up to 4,000 public parking spaces. Roadway improvements will support enlarged parking garage and increased passenger demand at T5.

PROJECT SUMMARY/AMENITIES FOR CONSIDERATION DURING DESIGN

a. Expansion of the parking garage constructed in TAP Phase I to provide up to 4,000 public parking spaces within walking distance of Terminal 5

b. Roadway improvements to accommodate increased demand at Terminal 5, including widening of the I-190 off-ramp for traffic heading to Terminal 5 and development of an overpass to carry outbound terminal curbside roadway traffic across Balmoral Avenue to outbound I-190
22. PROJECT NAME: Western Parking and Screening Facility (Phase 2)

Note: Building dimensions and shape are for planning purposes only. Final shapes and dimensions will be determined during design.
PROJECT NAME: Western Parking and Screening Facility (Phase 2)

PROJECT OVERVIEW: Build-out of the Western Parking and Screening Facility to include additional parking and passenger processing as required to meet demand and additional roadway connections.

PROJECT SUMMARY

a. Expansion of the TAP Phase I employee security pavilion to accommodate passenger processing if needed to meet future demand
b. Completion of on/off ramps and expanded roadway connections to the Western Bypass (future IL 490)
23. PROJECT NAME: Baggage Handling System (BHS) Equipment Expansion

PROJECT OVERVIEW: Future expansion of Baggage Handling System (BHS) equipment and related infrastructure to be defined, to be in S3 and S4, with interface and connections to the Phase I TAP BHS.

PROJECT SUMMARY

Details related to the expansion of the TAP Phase I BHS to be defined, as required to meet demand.
# Acronyms

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Full Form</th>
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</thead>
<tbody>
<tr>
<td>AC</td>
<td>Alternating Current</td>
</tr>
<tr>
<td>AMC</td>
<td>Airport Maintenance Complex</td>
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<td>AOA</td>
<td>Aircraft Operations Area</td>
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<tr>
<td>APC</td>
<td>Automated Passport Control</td>
</tr>
<tr>
<td>APM</td>
<td>Automated People Mover</td>
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<tr>
<td>ATO</td>
<td>Airline Ticket Office</td>
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<tr>
<td>ATS</td>
<td>Airport Transit System</td>
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<td>BHS</td>
<td>Baggage Handling System</td>
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<td>CBIS</td>
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<td>CBP</td>
<td>Customs Boarder Protection</td>
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<td>CBRA</td>
<td>Check Bag Resolution Area</td>
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<td>CCTV</td>
<td>Closed Circuit Television</td>
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<td>CDA</td>
<td>Chicago Department of Aviation</td>
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<tr>
<td>CUTE</td>
<td>Common Use Terminal Equipment</td>
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<td>DC</td>
<td>Direct Current</td>
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<td>EBS</td>
<td>Early Bag Storage</td>
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<td>Electronic Detection System</td>
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<td>FAA</td>
<td>Federal Aviation Administration</td>
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<td>FF&amp;E</td>
<td>Furniture Fixtures &amp; Equipment</td>
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<td>FIDS</td>
<td>Flight Information Displays</td>
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<tr>
<td>GSE</td>
<td>Ground Service Equipment</td>
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<td>H&amp;R</td>
<td>Heating and Refrigerant</td>
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<td>HVAC</td>
<td>Heating, Ventilation, and Air Conditioning</td>
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<tr>
<td>ICS</td>
<td>Individual Carrier System</td>
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<tr>
<td>MARS</td>
<td>Multiple Aircraft Ramp System</td>
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<td>MEP</td>
<td>Mechanical Electrical Plumbing</td>
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<td>Majority-In-Interest</td>
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<td>Metropolitan Water Reclamation District</td>
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<td>Object Free Area</td>
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<tr>
<td>OGC</td>
<td>O'Hare Global Concourse</td>
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<td>O'Hare Global Terminal</td>
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<td>PCA</td>
<td>Pre-conditioned Air-conditioning</td>
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<td>Remain Over Night</td>
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<td>RTR</td>
<td>Remote Transmitter / Receiver</td>
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<td>Security Screening Check Point</td>
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<td>TAP</td>
<td>Terminal Area Plan</td>
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<td>U&amp;LA</td>
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<td>T3</td>
<td>Terminal 3</td>
</tr>
<tr>
<td>T5</td>
<td>Terminal 5</td>
</tr>
</tbody>
</table>
Additional TAP Element Linear Frontage

Legend
- Terminal 1 Concourse B - 2,604 ft.
- Terminal 1 Concourse C - 2,123 ft.
- Terminal 2 - 2,477 ft.
- Terminal 3 - 1,495 ft.
- Terminal 3 Concourse G - 1,309 ft.
- Terminal 5 - 5,631 ft.
- Satellite 1 - 2,552 ft.
- Satellite 1 Extension - 1,332 ft.
- Satellite 2 - 3,563 ft.
- Satellite 3 - 5,208 ft.
- Satellite 4 - 5,208 ft.

TOTAL - 33,490 ft.

Factors that render an area unsuitable for Linear Frontage include (see Exhibit for examples):
- Areas associated with "inside" 90 degree angles
- Areas that are limited by the requirement to avoid active aircraft/parking operations onto taxiway
- Areas that are limited by the location of retaining walls
- Areas that prohibit efficient aircraft parking due to the geometry of the terminal

Exhibit M
Exhibit N

Pre-Approved CIP Projects

The Pre-Approved projects pursuant to section 10.4 of this Airline Use and Lease Agreement consist of the projects shown in the following summary table and described in the individual project sheets contained in this exhibit.
## Project Listing and Costs

<table>
<thead>
<tr>
<th>Project</th>
<th>Estimated Total Project Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Leak Repairs to Concourse B &amp; C Pedestrian Tunnel – Construction</td>
<td>$25,110,250</td>
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<tr>
<td>2. Runway 4L-22R Partial Reconstruction – Construction</td>
<td>$29,276,581</td>
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<tr>
<td>3. Runway 4R-22L Rehabilitation</td>
<td>$20,405,000</td>
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<tr>
<td>4. Airport Maintenance Center (AMC) Building Renovations</td>
<td>$6,700,000</td>
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<tr>
<td>5. Runway 9R-27L (2022) Rehabilitation</td>
<td>$23,227,623</td>
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<tr>
<td>6. Taxiway LL Phase 2 Extension</td>
<td>$51,827,250</td>
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<tr>
<td>7. Runway 10L-28R (2023) Rehabilitation</td>
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<td>8. Runway 9R-27L Extension</td>
<td>$334,442,520</td>
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<tr>
<td>9. Bravo Hold Pad Reconfiguration – Aircraft Hold-pad Construction</td>
<td>$38,850,000</td>
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<tr>
<td>10. Taxiway A/B Relocation, Phase 2</td>
<td>$87,067,500</td>
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<tr>
<td>11. Infrastructure Asset Tagging Program</td>
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<tr>
<td>12. Airport Geographic Information System (GIS)</td>
<td>$5,000,000</td>
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<tr>
<td>13. Airport Wide Asset Management System</td>
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<tr>
<td>14. 202.2A West Pump Pad Improvements</td>
<td>$12,650,000</td>
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<tr>
<td>15. 203.2C West Tank Farm Electrical &amp; Control Upgrades</td>
<td>$1,690,000</td>
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<tr>
<td>16. 210.2E East Pump Pad Improvements</td>
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<td>17. 2GDBF New West Administration Building &amp; Other Facility Renovations</td>
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<td>Project Description</td>
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<tr>
<td>18. 312.1B Truck Rack &amp; Vehicle Fueling Facility</td>
<td>$19,360,000</td>
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<tr>
<td>19. 313.1C-2 Super Satellite Enabling &amp; Decommissioning</td>
<td>$15,320,000</td>
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<td>20. 315.1A New South Transmission Mains</td>
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<td>21. 314.1E.1 Vault Mods, EFSO and Related</td>
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<tr>
<td>22. Ring Tunnel Exhaust System, EM Haz gas, and smoke evac</td>
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<td>24. Ring Tunnel – Electrical and Lighting Infrastructure</td>
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<tr>
<td>25. H&amp;R Study Ph. 2 – Testing, Balancing, (TAB and Commissioning Reports)</td>
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<tr>
<td>26. Upgrade Domestic Water Converters in H&amp;R and Ops Tower</td>
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<td>27. Comprehensive Sewer Televising Program</td>
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<tr>
<td>28. T1 &amp; T3 Back-up Heat Exchanger Pump</td>
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<tr>
<td>29. Sewer Main Lining – Construction</td>
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<tr>
<td>30. Fire Hydrant and Backflow Prevention Improvements</td>
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<tr>
<td>31. Domestic Water Pump Control Upgrades at H&amp;R</td>
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<tr>
<td>32. Water Main Automatic Meter Readers Replacement</td>
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<td>33. T2, T3, and Rotunda Heat Exchangers</td>
<td>$4,157,685</td>
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<td>34. Pedestrian Tunnels – Civil &amp; Architectural Renovation (Construction)</td>
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<tr>
<td>35. United North Parking Lot Rehab – Design &amp; Construction</td>
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<td>36. Spine Road Relocation – Design &amp; Construction</td>
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<td>37</td>
<td>90” JAWA Relocation – Design &amp; Construction</td>
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<td>38</td>
<td>Concourse K Concessions Infrastructure Upgrades</td>
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<td>39</td>
<td>Concourse L Renovation</td>
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<tr>
<td>40</td>
<td>L Concourse HVAC System Upgrades – Design &amp; Construction</td>
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<tr>
<td>41</td>
<td>Ramp Tower Improvements - T1</td>
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<tr>
<td>42</td>
<td>Replacement of Rotunda Air Handling Units – Construction</td>
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<tr>
<td>43</td>
<td>Restroom Modernization Program – International - Phase 1</td>
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<td>44</td>
<td>Restroom Modernization Program – International - Phase 2</td>
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<tr>
<td>45</td>
<td>Terminal 1 - HVAC System Upgrades – Construction</td>
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<tr>
<td>46</td>
<td>Terminal 5 Design/Development/Procurement/CIP Management</td>
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<tr>
<td>47</td>
<td>T5 Comm. Room/Baggage Control Room HVAC Upgrades</td>
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<td>48</td>
<td>Terminal Building ADA Improvements</td>
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<td>49</td>
<td>Terminal LED Lighting Program – 2019</td>
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<td>50</td>
<td>Ramp Tower Improvements – T3 L &amp; K</td>
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<td>51</td>
<td>T5 GIDS, Common Use Recheck Area, Baggage Make-up Monitors</td>
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<td>52</td>
<td>Terminal 5 Security Camera Upgrades</td>
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<td>53</td>
<td>Terminal 5 Self Park Upgrades</td>
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<td>Terminal 1 Roof Replacement – Construction</td>
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<td>55</td>
<td>H/K Skylight Repairs</td>
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<td>56. Concourses H/K Public Area Architectural Renovations</td>
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<td>57. Concourse B &amp; C Public Area Architectural Renovations</td>
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<td>58. Terminal 5 Fuel System and EFSO Upgrades</td>
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<td>59. Terminal 5 Ticket Counter Baggage Scales</td>
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<td>60. Common-Use Jet-bridge, PC Air, 400 Hz Replacements – T5</td>
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<td>61. Guardbooth Replacement at Terminals</td>
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<td>62. Terminal 3 LL Sprinkler System Conversion from Wet to Dry System</td>
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<td>63. T1 – Terminal and Concourse Storm Sewer Repairs; Roof Drains &amp; Oil/Water Separators</td>
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<td>64. T3 – Terminal and Concourse Storm Sewer Repairs; Roof Drains &amp; Oil/Water Separators</td>
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<td>65. T1 B/C Terminal Apron Level Exterior Repairs (Masonry, columns, walls)</td>
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<td>66. T3 G,H,K,L Term. Apron Level Exterior Repairs (Masonry, columns, walls)</td>
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<td>67. Terminal Apron Level Exterior Repairs (Masonry, columns, walls) – T5</td>
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<td>68. Terminal Apron Level Overhead Roll-up Door Replacement – T1 B&amp;C</td>
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<td>69. Terminal Apron Level Overhead Roll-up Door Replacement – T3 G,H,K,L</td>
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<td>70. Terminal Apron Level Overhead Roll-up Door Replacement – T5</td>
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<td>71. Terminal Building ADA Improvements – T5</td>
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<td>72. Terminal Core Upper Level Expansion Joints</td>
<td>$6,968,000</td>
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<td>Exhibit N</td>
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<tr>
<td>73. Terminal Domestic Water Infrastructure</td>
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<td>74. Terminal Domestic Water Infrastructure</td>
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<td>75. Terminal Fiber and Comm. Infrastructure</td>
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<td>76. Common-Use Jet-bridge, PC Air, 400 Hz</td>
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<td>Replacements</td>
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<td>77. Terrazzo Replacement in Concourse G, H &amp;</td>
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</tr>
<tr>
<td>78. T3 New Concessions/Freight Elevator –</td>
<td>$1,340,000</td>
</tr>
<tr>
<td>Design &amp; Construction</td>
<td></td>
</tr>
<tr>
<td>79. Rotunda Renovations</td>
<td>$28,194,201</td>
</tr>
<tr>
<td>80. T1 Exterior Emergency Stairwell Removal &amp;</td>
<td>$1,270,320</td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
</tr>
<tr>
<td>81. T3 Exterior Emergency Stairwell Removal &amp;</td>
<td>$1,143,288</td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
</tr>
<tr>
<td>82. T5 BAS &amp; Fire Alarm System Controls</td>
<td>$7,956,250</td>
</tr>
<tr>
<td>Upgrades</td>
<td></td>
</tr>
<tr>
<td>83. T5 Common &amp; Maintenance Area LED Lighting</td>
<td>$1,920,220</td>
</tr>
<tr>
<td>Upgrades</td>
<td></td>
</tr>
<tr>
<td>84. Concourse C Ramp Level Ceiling Replacement</td>
<td>$7,754,547</td>
</tr>
<tr>
<td>Drive Aisles</td>
<td></td>
</tr>
<tr>
<td>85. Fire Alarm System Replacements – Design &amp;</td>
<td>$1,507,830</td>
</tr>
<tr>
<td>Construction</td>
<td></td>
</tr>
<tr>
<td>86. T5 HVAC Equipment &amp; Controls Replacements</td>
<td>$46,351,721</td>
</tr>
<tr>
<td>&amp; Upgrades</td>
<td></td>
</tr>
<tr>
<td>87. G,H/K &amp; L Concourse Window, Gasket, and</td>
<td>$5,360,000</td>
</tr>
<tr>
<td>Panel Replacement</td>
<td></td>
</tr>
<tr>
<td>88. Concourse B &amp; C Holdroom Architectural</td>
<td>$30,966,382</td>
</tr>
<tr>
<td>Renovations</td>
<td></td>
</tr>
<tr>
<td>89. Concourse G Holdroom Architectural</td>
<td>$7,249,145</td>
</tr>
<tr>
<td>Renovations</td>
<td></td>
</tr>
<tr>
<td>90. Concourse H/K Holdroom Architectural</td>
<td>$25,169,957</td>
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<tr>
<td>Renovations</td>
<td></td>
</tr>
<tr>
<td>91. Concourse G Public Area Architectural</td>
<td>$10,118,340</td>
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<tr>
<td>Renovations</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
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<tr>
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<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>92.</td>
<td>T3 LL Metal Pan Ceiling Replacement Drive Aisles</td>
</tr>
<tr>
<td>93.</td>
<td>T3 G,H,K &amp; L Roof Repairs</td>
</tr>
<tr>
<td>94.</td>
<td>T5 Curtainwall Repairs &amp; Replacement – Design &amp; Construction</td>
</tr>
<tr>
<td>95.</td>
<td>T5 Power Distribution Panels &amp; Switchgear Upgrades &amp; Recertification</td>
</tr>
<tr>
<td>96.</td>
<td>T5 Architectural Renovations – Public Areas and Holdrooms</td>
</tr>
</tbody>
</table>

Notes: Costs are in 2017 dollars.
1. PROJECT NAME: Leak Repairs to Concourse B & C Pedestrian Tunnel - Construction

PROJECT ACTIVITY: Construction

SCOPE: The proposed scope of work consists of repairing water infiltration in the pedestrian tunnel between concourses B and C and taxiway pavement. A Task Order Services Agreement has been issued to investigate, analyze and conceptually propose a design solution to various impacted areas of improvement. Design solutions may include the following elements: expansion joint replacement, tunnel waterproofing membrane, apron pavement restoration, storm sewer pipe lining, surface and subsurface drainage improvements, leak mitigation systems, dewatering pumps, and other items that were identified during the investigation of the tunnel system. Construction bid documents will be prepared for the system improvements.

The scope of this project is to affect the changes recommended in the design and investigation phases. The apron pavement replacement, assumed at up to 50,000 square yards, will be coordinated to minimize impacts to the operation.

Design for this project was funded in 2017 and is underway under the CDA Project H1170.16.00.

START AND END DATE: 2018 - 2021

TOTAL ESTIMATED PROJECT COST: $25,110,250

- Construction Cost: $19,850,000
- Soft Cost + Contingency: $5,260,250

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $25,110,250

COST CENTER: AIRFIELD
2. **PROJECT NAME:** Runway 4L-22R Partial Reconstruction - Construction  

**PROJECT ACTIVITY:** Construction  

**SCOPE:** This project consists of the construction implementation of the rehabilitation of Runway 4L-22R. The construction work scope will consist of pavement removal and replacement of the existing runway surface, striping, grooving, and LED edge lighting. Concrete pavement will be placed north of future Runway 9C-27C with a bituminous overlay south of Taxiway Echo. This project will be coordinated with the Runway 9C/27C project to minimize impact to the airfield operations.

To mitigate the current FAA hot spot, Taxiway Alpha 2 will be demolished, and the area restored as infield as part of this project or potentially as a separate project. The FAA has indicated this demolition scope will be grant eligible in which case the funding will be reduced accordingly.

**START AND END DATE:** 2018 - 2020  

**TOTAL ESTIMATED PROJECT COST:** $29,276,581  

- Construction Cost: $21,848,195  
- Soft Cost + Contingency: $7,428,386

**TOTAL ESTIMATED AIRLINE RATE-BASED COST:** $29,276,581  

**COST CENTER:** AIRFIELD
3. PROJECT NAME: Runway 4R-22L Rehabilitation

PROJECT ACTIVITY: Design and Construction

SCOPE: This project consists of the design and construction of the rehabilitation of Runway 4R-22L and adjacent taxiways. The construction scope will include pavement removal and replacement of the existing runway surface as well as the necessary striping, grooving and LED lighting installation.

The estimated cost is based on 148,000 SY of three (3) inch mill and overlay. The work area includes portions of Taxiway D and Taxiway Y5 within the Runway Object Free Area (OFA).

START AND END DATES: 2019 - 2020

TOTAL ESTIMATED PROJECT COST: $ 20,405,000

- Construction Cost: $ 15,400,000
- Soft Cost + Contingency: $ 5,005,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 20,405,000

COST CENTER: AIRFIELD
4. PROJECT NAME: Airport Maintenance Center (AMC) Building Renovations

PROJECT ACTIVITY: Design and Construction

SCOPE: The scope of work includes renovations to the existing AMC building which is currently not code compliant. Items to be addressed include carbon monoxide sensors, exhaust fans and dampers, oil and hazmat storage upgrades, battery room upgrades, and various ADA and CFD Code issues throughout the facility.

START AND END DATE: 2021 - 2022

TOTAL ESTIMATED PROJECT COST: $6,700,000

- Construction Cost: $5,000,000
- Soft Cost + Contingency: $1,700,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $6,700,000

COST CENTER: AIRFIELD
5. PROJECT NAME: RUNWAY 9R-27L (2022) Rehabilitation

PROJECT ACTIVITY:  Design and Construction

SCOPE: This project consists of the design and construction of the comprehensive maintenance of Runway 9R-27L and adjacent taxiways. The construction scope will include a three (3) inch mill and overlay of the existing runway surface, along with the necessary striping, grooving and lighting adjustments. Work will be coordinated with airfield operations.

The cost estimate is based on 172,000 SY of milling and overlay.

START AND END DATE:  2020 - 2021

TOTAL ESTIMATED PROJECT COST: $ 23,227,623

- Construction Cost:  $18,656,725
- Soft Cost + Contingency:  $ 4,570,898

TOTAL ESTIMATED AIRLINE RATE-BASED COST:  $ 23,227,623

COST CENTER: AIRFIELD
6. PROJECT NAME: Taxiway LL Phase 2 Extension

PROJECT ACTIVITY: Design and Construction

SCOPE: The Phase 2 portion of Taxiway LL consists of constructing new pavement to extend Taxiway LL between Taxiway EE and Taxiway Y. Also included in the scope of work is the relocation of Taxiway N to previously constructed pavement to the south and installing new airfield lighting and marking, demolishing existing Taxiway N pavement and constructing new shoulders where necessary. These improvements will enhance future airfield operations. The project will construct new ADG V Taxiways LL on the south-east airfield north of Runway 10L-28R between Domestic and International concourse facilities. The project has been divided into two (2) phases. Phase 1 was completed August 2016. The remaining Taxiway LL Phase 2 work is defined by the improvements east of Taxiway ZV realigning Taxiway M. This will require the relocation of the Super Fuel Satellite and the associated fuel piping. The fuel work is not included in this project but is described in other Pre-Approved Projects. Estimated work quantities include 42,200 SY of new taxiway pavement and 44,200 SY of existing taxiway pavement conversion (widen for future use). Construction work will be coordinated with airfield operations.

START AND END DATES: 2022 - 2023

TOTAL ESTIMATED PROJECT COST: $ 51,827,250

- Construction Cost: $ 36,370,000
- Soft Cost + Contingency: $ 15,457,250

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 51,827,250

COST CENTER: AIRFIELD
7. PROJECT NAME: Runway 10L-28R (2023) Rehabilitation

PROJECT ACTIVITY: Design and Construction

SCOPE: Runway 10L-28R will require a three (3) mill and overlay in 2023 to maintain reliable, operational pavement. Work will include the design and construction of the milling, asphalt overlay, pavement grooving, lighting adjustments, and markings of approximately 188,000 SY of the runway and taxiways within the Runway Safety Area (RSA). Work will be restricted to bituminous asphalt pavements. Construction work will be scheduled to comply with airfield operational requirements.

START AND END DATE: 2022 - 2023

TOTAL ESTIMATED PROJECT COST: $24,860,038

- Construction Cost: $19,967,902
- Soft Cost + Contingency: $4,892,136

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $24,860,038

COST CENTER: AIRFIELD
8. PROJECT NAME: Runway 9R-27L Extension

PROJECT ACTIVITY: Final Design and Construction

SCOPE: The project scope consists of extending the existing Runway 9R-27L by 3,593 feet to the west, relocation of the 27R threshold to meet FAA Runway Safety Area (RSA) requirements and construction of the associated taxiway system. This extension is the final runway element of the O'Hare Modernization Program. The work includes all site work, earthwork, drainage and grading, pavements, lighting and signage, and navigational and landing equipment. Work also includes construction of three (3) exit taxiways immediately east of the extension.

Construction will be coordinated with airfield operations and FAA. The existing runway will have to be closed during a portion of the construction duration.

START AND END DATE: 2019 - 2021

TOTAL ESTIMATED PROJECT COST: $334,442,520

- Construction Cost: $242,601,153
- Soft Cost + Contingency: $91,841,367

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $334,442,520

COST CENTER: AIRFIELD
9. PROJECT NAME: Bravo Hold Pad Reconfiguration – Aircraft Hold-pad Construction

PROJECT ACTIVITY: Design and Construction

SCOPE: This project is the second phase and includes conversion of the Employee Parking Lot constructed at the Bravo Hold Pad location into an aircraft rated Hold Pad. This scope includes variable depth mill, selective pavement removal, and completion of a full depth aircraft rated pavement section. Drainage structure adjustments, lighting, pavement markings and removal of the parking and access control equipment are included in this scope. Also included is the construction of an area for GSE Storage, Snow equipment, and other Maintenance Vehicles.

In 2017, the CDA proposed the development of an employee parking lot along the south side of the Bravo Hold Pad. This is a phased development with the first phase serving as an airline employee facility and ultimately, the construction of an aircraft holding area. Included in this project, are several improvements to Bessie Coleman Drive and the addition of a Guard Post or checkpoint to accommodate multiple movements at the current intersection with the Commercial Vehicle lot and to accommodate the expected traffic resulting from the relocation of airline employee parking.

START AND END DATE: 2024 - 2025

TOTAL ESTIMATED PROJECT COST: $38,850,000

- Construction Cost: $30,000,000
- Soft Cost + Contingency: $8,850,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $38,850,000

COST CENTER: AIRFIELD
10. PROJECT NAME: Taxiway A/B Relocation, Phase 2

PROJECT ACTIVITY: Design and Construction

SCOPE: Phase 2 of the Taxiway A/B Relocation program will be an east-west connector between Phase 1 of the Taxiway A/B program and the terminal core area just west of Concourse C. This connector, once completed, will provide for enhanced aircraft movements between the airfield and the terminal core area. Work will include the design and construction of approximately 122,200 SY of new taxiway pavement, the removal of existing pavements, utilities to support the taxiway, grading and sub base improvements, lighting, signage, markings, and restoration work. Construction will be coordinated with airfield operations and the FAA.

START AND END DATES: Design 2018-2019 / Construction 2020-2021

TOTAL ESTIMATED PROJECT COST: $87,067,500

- Construction Cost: $61,100,000
- Soft Cost + Contingency: $25,967,500

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $87,067,500

COST CENTER: AIRFIELD
11. PROJECT NAME: Infrastructure Asset Tagging Program

PROJECT ACTIVITY: Planning and Implementation

SCOPE: The CDA will develop a tagging program for facilities and equipment at the Airport. This tagging program will be used to support the creation of a data base that will identify the types and locations of the equipment and other infrastructure components of selected Airport systems. This tagging program will include the major systems on the Airport. CDA may contract with a consultant to assist with this project. Costs associated with this project will be primarily for planning, inventorying equipment, and installing a system (tags) to identify the various equipment components. This project represents only a two-year startup phase. Additional capital and O&M will be required to support this project after the startup phase.

START AND END DATE: 2018 - 2019

TOTAL ESTIMATED PROJECT COST: $5,000,000

- Construction Cost: $0
- Soft Cost + Contingency: $5,000,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $5,000,000

COST CENTER: INDIRECT COST POOL
12. PROJECT NAME: Airport Geographic Information System (GIS)

PROJECT ACTIVITY: Planning and System Development

SCOPE: Development of a GIS program will support the long-term planning, design, construction, and asset management activities at the Airport. A GIS program will provide a standard platform for identifying, locating, and managing the various infrastructure systems and equipment at the Airport. The Airport GIS Manager will oversee the acquisition of hardware and software required to implement an Airport wide GIS for existing facilities as well as future ones to be designed and constructed. The scope will also include compiling and inputting existing information into the GIS. This information will include electronic asbuilts, surveys, and inventories conducted as part of the Airport Wide Asset Management System and Infrastructure Asset Tagging projects. CDA may hire a consultant to assist with this project. This project represents only a two-year startup phase. Additional capital and O&M will be required to support this project after the startup phase.

START AND END DATE: 2018 - 2020

TOTAL ESTIMATED PROJECT COST: $ 5,000,000

- Construction Cost: $ 0
- Soft Cost + Contingency: $ 5,000,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $5,000,000

COST CENTER: INDIRECT COST POOL
13. PROJECT NAME: Airport Wide Asset Management System

PROJECT ACTIVITY: Planning and Implementation

SCOPE: This project will plan and implement an airport wide asset management program. The program will include GIS based asset management software application as well as the framework for future enhancements. The initial implementation will focus on the automation of work order/service requests for facilities as well as life cycle analysis, inventory management and capital expense forecasting. Gradually, other user groups (airside ops, landside ops, terminal support, safety and security, real estate/revenue) will be incorporated with their own process specific asset management software modules. This project has 3 phases: 1) planning - creating a vision and selecting a solution; 2) implementation – launch and engage users; 3) enhancement – improve application and add additional users. This project represents only a two-year startup phase. Additional capital and O&M will be required to support this project after the startup phase.

START AND END DATE: 2019 - 2021

TOTAL ESTIMATED PROJECT COST: $8,000,000

- Construction Cost: $0
- Soft Cost + Contingency: $8,000,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $8,000,000

COST CENTER: INDIRECT COST POOL
14. PROJECT NAME: 202.2A West Pump Pad Improvements

PROJECT ACTIVITY: Design and Construction

SCOPE: The scope of this project consists of replacing 6-1,000-gpm / 150-hp constant speed centrifugal pumps (and concrete pads) and related vertical filter separators, valves, meters, gauges, probes, conduit, wiring, grounding and miscellaneous equipment, necessary to support growth, reconfiguration and planned expansion of the airport. This project will also add a new fire suppression system to the west pump pad. Demolition and disposal of existing components and related product and soils may be necessary and will be executed in accordance with governing Federal, State and Local Protocols and Laws. All project administration, construction and construction supervision will be performed under the jurisdiction of the O’Hare Fuel Committee (OFC) in accordance with the Fuel Master Plan and Lease Agreement.

START AND END DATE: 2020 - 2021

TOTAL ESTIMATED PROJECT COST: $12,650,000

- Construction Cost: $10,773,000
- Soft Cost + Contingency: $1,877,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $12,650,000

COST CENTER: AIRFIELD
15. PROJECT NAME: 203.2C West Tank Farm Electrical & Control Upgrades

PROJECT ACTIVITY: Design and Construction

SCOPE: This project upgrades and replaces various electrical components and monitoring systems in both the east and west fuel farms to provide new integrated pump controls, an inventory management system and fire suppression system monitoring. The scope will include, but not be limited to ongoing re-programming of existing systems while new systems are constructed; upgrading emergency generator capability; providing conditioned air to the existing East Pump Farm electrical room; providing a centralized electrical distribution system within the Fuel Farm; replacing antiquated copper communication lines with reliable fiber-based systems within the farm itself, and from the farm to various monitoring points throughout the airport. The controls will also serve to combine the two existing pumping systems today into one single functioning system in the future. All project administration, construction and construction supervision will be performed under the jurisdiction of the O’Hare Fuel Committee (OFC) in accordance with the Fuel Master Plan and Lease Agreement.

START AND END DATE: 2020 - 2021

TOTAL ESTIMATED PROJECT COST: $1,690,000

- Construction Cost: $1,431,675
- Soft Cost + Contingency: $258,325

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $1,690,000

COST CENTER: AIRFIELD
16. PROJECT NAME: 210.2E East Pump Pad Improvements

PROJECT ACTIVITY: Design and Construction

SCOPE: The existing East Fuel Farm operates independently from the West Fuel Farm and consists of two (2) twenty (24) inch fuel distribution mains, all of which serve Terminal 1. Located on the east pump pad, this project consists of replacing the pumps (and concrete pads) which currently sits in two (2) banks of seven (7), for a total of fourteen (14) 1,000 gpm / ISO hp constant speed centrifugal pumps. Pumps include related vertical filter separators, valves, meters, gauges, probes, conduit, wiring, grounding and miscellaneous equipment. Generator power upgrades will be included in this scope, along with providing conditioned air to the Generator/ Fire Pump Room. This project will also add a new fire suppression system, identical to the one for the west pump pad. Demolition and disposal of existing components and related product and soils may be necessary and will be executed in accordance with governing Federal, State and Local Protocols and laws. All project administration, construction and construction supervision will be performed under the jurisdiction of the O’Hare Fuel Committee (OFC) in accordance with the Fuel Master Plan and Lease Agreement.

START AND END DATE: 2020 - 2021

TOTAL ESTIMATED PROJECT COST: $7,100,000

- Construction Cost: $5,996,025
- Soft Cost + Contingency: $1,103,975

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $7,100,000

COST CENTER: AIRFIELD

Note: East Pump Pad will be located in proximity to West Pump Pad
17. PROJECT NAME: 2GDBF New West Administration Building & Other Facility Renovations

PROJECT ACTIVITY: Design and Construction

SCOPE: The scope of this project includes a new stand-alone 5,000 sf, two (2) story Administration Building that will house a state-of-the-art control room to monitor and operate both new and existing Fuel Farm Facilities, office space for administrative staff, combination conference / training room, restrooms and an electrical equipment room to support the new pump pads. The electrical equipment room will include new transformers, variable frequency drives (VFD's), motor starters and related pump support. The control room will feature state-of-the-art Programmable Logic Control (PLC) devices, an Uninterrupted Power Source (UPS) and related supporting components. The existing Maintenance and Administration Building will be re-purposed to serve solely as a maintenance building. The renovation will upgrade the maintenance bays, expand material and tool storage, provide maintenance manager offices, expand the break room, upgrade the locker area, painting and new flooring. All project administration, construction and construction supervision will be performed under the jurisdiction of the O’Hare Fuel Committee (OFC) in accordance with the Fuel Master Plan and Lease Agreement.

START AND END DATE: 2020 - 2021

TOTAL ESTIMATED PROJECT COST: $ 7,360,000

- Construction Cost: $ 6,262,515
- Soft Cost + Contingency: $ 1,097,485

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 7,360,000

COST CENTER: AIRFIELD
18. PROJECT NAME: 312.1B Truck Rack & Vehicle Fueling Facility

PROJECT ACTIVITY: Design and Construction

SCOPE: The new truck rack will be a multi-purpose facility, located adjacent to the proposed De-Icing Facility. The scope of the project includes a building, a jet fueling rack, and a Ground Service Equipment (GSE) re-fueling station. The building consists of a heated garage area, restrooms, a waiting area, an electrical room and a controls room, in support of the GSE and Jet-A fueling operation. The controls will include an inventory management system which will communicate with the existing Fuel Farm and provide the Farm with alerts in case of an alarm condition. With the exception of fiber and fuel, all utilities are brought to the site by the O'Hare Modernization Program. All storm drains will be directed to a 50,000 gallon underground Oil Water Separator (OWS). The site will have task lighting and cameras for safety and security. The site surface consists of eleven (11) inch thick concrete. The new facility includes four (4) Jet-A filling positions. Two 25,000 gallon underground fuel storage tanks are included; one (1) for gasoline and one (1) for diesel. All dispensing islands will have an Emergency Fuel Shut Off (EFSO) System. All project administration, construction and construction supervision will be performed under the jurisdiction of the O'Hare Fuel Committee (OFC) in accordance with the Fuel Master Plan and Lease Agreement.

START AND END DATE: 2018 - 2019

TOTAL ESTIMATED PROJECT COST: $19,360,000

- Construction Cost: $16,576,000
- Soft Cost + Contingency: $2,784,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $19,360,000

COST CENTER: AIRFIELD
19. PROJECT NAME: 313.1C-2 Super Satellite Enabling & Decommissioning

PROJECT ACTIVITY: Design and Construction

SCOPE: The scope of this project includes connecting the two (2) twenty (20) inch lines that feed Concourses E/F, G, and H to the two (2) twenty (20) inch lines that feed the Concourse K/L and M bypass vaults being constructed in the Vault Modification Phase 1 project. Disconnecting existing ten (10) inch and sixteen (16) inch lines at the E/F vault is also necessary. Upon completion of the bypass, the scope of this work will include removing and disposing of eighteen (18) 50,000 gallon storage tanks, fuel product capture and disposal, soil remediation, and placement of specified backfill to support future taxiway construction. The scope of this project will plan to continue to feed the Truck Rack on an interim basis to support T5 hardstand fueling, to the extent possible, depending on the airport’s development schedule. All project administration, construction and construction supervision will be performed under the jurisdiction of the O’Hare Fuel Committee (OFC) in accordance with the Fuel Master Plan and Lease Agreement.

START AND END DATE: 2021 - 2022

TOTAL ESTIMATED PROJECT COST: $15,320,000

- Construction Cost: $13,041,000
- Soft Cost + Contingency: $2,279,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $15,320,000

COST CENTER: AIRFIELD
20. PROJECT NAME: 315.1A New South Transmission Mains

PROJECT ACTIVITY: Design and Construction

SCOPE: The project scope will consist of constructing two (2) twenty (20) inch transmission fuel mains, starting from the west airfield near the proposed Truck Fill Facility and traveling east toward the Terminal Core to an existing valve vault along the service road, south of Concourse G. The scope will include seamless single wall piping, coatings, protective backfill materials, isolation valve vaults, high point vents, low point drains, leak detection and cathodic protection systems. Installation methods will be by direct bury and horizontal directional drilling. The scope will include new pipe tie-ins to existing piping near Concourse G and at the existing Super Satellite, along with system flushing, testing and commissioning. Upon successful tie-in of the new transmission mains, existing mains will be nitrogen filled and left in place for the most part; smaller segments of piping will be removed; other segments will be left in place and grout filled. Existing break out and isolation valve vaults will be demolished. All project administration, construction and construction supervision will be performed under the jurisdiction of the O’Hare Fuel Committee (OFC) in accordance with the Fuel Master Plan and Lease Agreement.

START AND END DATE: 2018 - 2020

TOTAL ESTIMATED PROJECT COST: $ 46,130,000

- Construction Cost: $ 39,290,265
- Soft Cost + Contingency: $ 6,839,735

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 46,130,000

COST CENTER: AIRFIELD
21. PROJECT NAME: 314.1E.1 Vault Mods, EFSO and Related

PROJECT ACTIVITY: Design and Construction

SCOPE: A portion of the Fuel System Master Plan (2014) took into consideration fuel vault improvements (including hydrant areas) and leak detection requirements for the fuel system to be compliant with 2015 Federal UST Regulations. In total, the fuel system is divided into twenty-six (26) segments for semi-annual leak detection testing. The Phase 2 scope includes the remaining segments not included in Phase 1 funding - West and East Tank Farm suction piping (Segments 1 through 4) and Concourse E/F (Segments 22 and 23). The work includes new or rehabilitated concrete vaults and pits, surrounding concrete pavement replacement, piping connections, related cathodic protection, EFSO valves, controls, and resultant disposal of contaminated soils and liquids, if necessary. All project administration, construction and construction supervision will be performed under the jurisdiction of the O’Hare Fuel Committee (OFC) in accordance with the Fuel Master Plan and Lease Agreement.

START AND END DATE: 2020 - 2021

TOTAL ESTIMATED PROJECT COST: $13,490,000

- Construction Cost: $11,481,750
- Soft Cost + Contingency: $2,008,250

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $13,490,000

COST CENTER: AIRFIELD
22. PROJECT NAME: Ring Tunnel Exhaust System, EM Haz gas, and smoke evac

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of the design and construction to upgrade the existing exhaust fan system in the ring utility tunnel. The project will include, but not be limited to the following:

• Replace and upgrade of the two (2) existing exhaust North fans and the addition of two (2) new exhaust South fans.
• Upgrade and addition of new motorized intake dampers; new openings in existing shafts will be required.
• Replacement of the pneumatic controls with DDC Controls, with BACnet compatibility and linkage to the SMS for monitoring, alarming, and control.
• Install new DDC control system will include thermostats; pressure sensors; carbon monoxide, chlorides, hydrazine, and other gas sensors; all sensors will be interconnected with the Fire Alarm system.
• Upgrade of Fire Alarm devices which will include the installation of automatic door closers.
• Install a fire separation wall and door to T5, T3 L concourse.
• The new system will extract hazardous gases from the area to prevent any injuries or fatalities and provide the requisite ventilation.

START AND END DATE: 2020 - 2021

TOTAL ESTIMATED PROJECT COST: $21,976,000

• Construction Cost: $16,400,000
• Soft Cost + Contingency: $5,576,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $21,976,000

COST CENTER: H&R COST POOL

PROJECT ACTIVITY: Design and Construction

SCOPE: The project work scope consists of the design and construction of a ventilation and pressurization system to augment and replace parts of the existing H & R Building Ventilation Systems. The construction will include:

- The installation of an upgraded Ventilation Controls Systems to monitor control devices, sensors, detectors, and interlocks to optimize the operation of the ventilation system.
- The removal and replacement of twenty-three (23) existing roof Exhaust Fans (EF) and the installation of additional exhaust fans where design requires them. The installation will include upgraded controls.
- The removal and replacement of sixty-four (64) existing smoke vents and installation of operable dampers. The installation will include upgraded controls.
- The installation of pressure relief dampers and controls.
- The upgrade of existing Rooftop Air Handling Units (RTU) and the installation of additional RTU’s in locations that require spot cooling.
- The installation of spot cooling systems for applicable temperature sensitive critical equipment.
- The construction of an enclosed air-conditioned “work-break” space for personnel.
- The installation of filters, insect screens, and bird screens on all outside ventilation air openings.

START AND END DATE: 2019 - 2020

TOTAL ESTIMATED PROJECT COST: $3,675,000

- Construction Cost: $3,000,000
- Soft Cost + Contingency: $675,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $3,675,000

COST CENTER: H&R COST POOL
24. PROJECT NAME: Ring Tunnel – Electrical and Lighting Infrastructure

PROJECT ACTIVITY: Design and Construction

SCOPE: The project work scope includes the replacement of approximately fifty (50) percent of the existing electrical and lighting infrastructure in the Ring Tunnel inclusive of cost saving LED lighting. The work will include the removal and replacement of conduit, wiring/cable, fixtures and Life Safety Improvements in approximately 196,000 SF of the entire 392,000 SF tunnel.

START AND END DATES: 2024 - 2025

TOTAL ESTIMATED PROJECT COST: $11,346,048

- Construction Cost: $8,467,200
- Soft Cost + Contingency: $2,878,848

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $11,346,048

COST CENTER: H&R COST POOL
25. PROJECT NAME: H&R Study Ph. 2 – Testing, Balancing, (TAB and Commissioning Reports)

PROJECT ACTIVITY: Investigation, Commissioning and Report

SCOPE: H&R Study Phase 2 will be conducted to provide empirical information based on the testing and balancing of the heating and cooling systems in the H&R Plant and the terminals. An existing system Commissioning Report will be issued upon completion. The Commissioning Agent (CxA) will develop a comprehensive building-operation plan (BOP) to accurately define the present-day requirements of the building and its ancillary systems. The plan which will incorporate the information from the Phase 1 Study in addition to the user’s operation information. The CxA will prepare a commissioning plan for conducting the testing of all building systems to confirm correct operation and/or identify shortcomings. The testing will be conducted by a TAB Contractor and witnessed by the CxA. The resultant Commissioning Report will provide recommendations for immediate remedial work, equipment calibration, and repair or upgrade of systems found to be deficient during the testing process.

START AND END DATE: 2020 – 2021 – This will be scheduled based on the completion of ongoing improvements to the overall system.

TOTAL ESTIMATED PROJECT COST: $1,000,000

- Construction Cost: N/A
- Soft Cost + Contingency: $1,000,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $1,000,000

COST CENTER: H&R COST POOL
26. PROJECT NAME: Upgrade Domestic Water Converters in H&R and Ops Tower

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of the design and construction to upgrade the existing domestic water converters in the H&R Plant and Ops Tower. Each domestic hot water system presently uses High Temperature Water (HTW) single-wall convertors to generate domestic hot water. Domestic hot water is stored in hot water storage tanks. The existing domestic hot water systems also include pumps, piping, and other ancillary devices. The system will be upgraded utilizing a combination of Low Temperature Water (LTW) to domestic hot water double-wall convertors and electric water heaters to generate domestic hot water.

START AND END DATE: 2018 - 2019

TOTAL ESTIMATED PROJECT COST: $1,200,450

- Construction Cost: $906,000
- Soft Cost + Contingency: $294,450

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $1,200,450

COST CENTER: H&R COST POOL
27. PROJECT NAME: Comprehensive Sewer Televising Program

PROJECT ACTIVITY: Investigation and Report

SCOPE: The project scope of work includes televising a portion of the sanitary and storm sewer to identify issues with drainage throughout the airport that service O’Hare Terminals and Facilities.

The estimated cost is to televise 190,000 LF of the more than a million linear feet of sewer. The cost is expected to include the cost to monitor, evaluate and prepare recommendations for remediation.

START AND END DATES: 2019 - 2020

TOTAL ESTIMATED PROJECT COST: $1,770,800

- Construction Cost: $1,520,000
- Soft Cost + Contingency: $250,800

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $1,770,800

COST CENTER: 50% TERMINAL / 50% INDIRECT COST POOL
28. PROJECT NAME: T1 & T3 Back-up Heat Exchanger Pump

PROJECT ACTIVITY: Design and Construction

SCOPE: The program consists of the design and construction of back-up heat exchanger systems for Terminal 1 and Terminal 3. Each terminal work scope will be performed in a separate phase. The designer shall evaluate the existing conditions and design replacements for the existing heat pumps and provide for back-up pumps. The work scope includes the design and installation of variable speed pumps, piping, valves, controls, control devices, sensors and electric power. Detailed calculations shall verify that the design will provide adequate pressure to distribute water throughout the existing systems.

START AND END DATE: 2021 - 2022

TOTAL ESTIMATED PROJECT COST: $4,767,880

- Construction Cost: $3,598,400
- Soft Cost + Contingency: $1,169,480

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $4,767,880

COST CENTER: H&R COST POOL
29. PROJECT NAME: Sewer Main Lining - Construction

PROJECT ACTIVITY:  Construction

SCOPE:  The project scope of work includes lining segments of the sewer mains that were identified by the sewer televising project (Project No. 27).

Lining work will reduce inflow and infiltration and extend the useful life of the piping network.

The estimated cost is based on approximately 9,125 LF of sewer liner to be identified.

START AND END DATE:  2021 - 2022

TOTAL ESTIMATED PROJECT COST: $ 2,126,125

- Construction Cost:  $ 1,825,000
- Soft Cost + Contingency:  $   301,125

TOTAL ESTIMATED AIRLINE RATE-BASED COST:  $2,126,125

COST CENTER: 50% TERMINAL / 50% INDIRECT COST POOL
30. PROJECT NAME: Fire Hydrant and Backflow Prevention Improvements

PROJECT ACTIVITY: Investigation, Design and Construction

SCOPE: The project will consist of improving both landside and airside domestic water quality by reducing the lengths of stagnant water lines leading to fire hydrants. This will be accomplished by utilizing the O’Hare GEM Water Model to determine where existing hydrants can be removed, relocated or looped back into the main. Areas of multiple hydrants out of code may require design of a separate fire main and backflow prevention to achieve the water quality requirements. This work will require coordination with ongoing interfacing projects.

START AND END DATE: 2023 - 2032

TOTAL ESTIMATED PROJECT COST: $3,350,000

- Construction Cost: $2,500,000
- Soft Cost & Contingency: $850,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $3,350,000

COST CENTER: INDIRECT COST POOL
31. PROJECT NAME: Domestic Water Pump Control Upgrades at H&R

PROJECT ACTIVITY: Design and Construction

SCOPE: The Domestic Water Pump Control Upgrades project at the H&R requires the designer to evaluate the existing condition and provide a design to upgrade the existing Controls Systems. The project work scope requires the upgrade of the three (3) reservoirs, three (3) fill pumps & three (3) distribution pumps for Domestic Water Control Systems. The DWCS work scope includes the design and installation of variable speed pump controls, piping, automatic control valves, DDC controls, control devices, sensors, and electric power. Each system will be tested, adjusted, balanced and calibrated to efficiently distribute the systems flows based on upgrade design calculations.

START AND END DATE: 2024

TOTAL ESTIMATED PROJECT COST: $1,428,440

- Construction Cost: $1,066,000
- Soft Cost + Contingency: $362,440

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $1,428,440

COST CENTER: H&R COST POOL
32. PROJECT NAME: Water Main Automatic Meter Readers Replacement

PROJECT ACTIVITY: Design and Construction

SCOPE: The project scope of work includes the installation or replacement of automatic water main meter reader systems at all water main connections that serve O’Hare Terminals and Facilities. Multiple locations have inadequate or missing readers, thereby allowing water usage to go unaccounted for. Updated meter reading systems will match demands with current water main infrastructure and provide a standard requirement for future upgrades.

START AND END DATES: 2020 - 2023

TOTAL ESTIMATED PROJECT COST: $3,685,000

- Construction Cost: $2,750,000
- Soft Cost + Contingency: $935,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $3,685,000

COST CENTER: To Be Determined by Location
33. PROJECT NAME: T2, T3, and Rotunda Heat Exchangers

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of upgrading current heat exchangers in Terminals 2, 3, and the Rotunda. The designer will evaluate the existing conditions of Heat Exchangers to provide detailed design documents. The Design/Construction will include the replacement of exchangers and upgrading the pneumatic controls to a DDC system.

START AND END DATE: 2025 - 2026

TOTAL ESTIMATED PROJECT COST: $4,157,685

- Construction Cost: $3,102,750
- Soft Cost + Contingency: $1,054,935

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $4,157,685

COST CENTER: TERMINAL
34. PROJECT NAME: Pedestrian Tunnels – Civil & Architectural Renovation (Construction)

PROJECT ACTIVITY: Construction

SCOPE: The initial project steps consisted of investigating the sources of water infiltration. Based on the findings and remediation recommendations, a matrix of repairs and preventative measures was incorporated in construction documents. The repairs will include repairing surface elements, such as grading and drainage repairs. The damage to structural elements will be addressed by reconstructive patching. Preventative measures will include joint repairs, polyurethane void injection and epoxy crack injection. In addition, the work scope will address the water infiltration damaged tunnel finishes with the replacement of floors, walls and other interior elements which will also result in an updated interior. The repair and replacement of mechanical and electrical systems will be included in the work scope.

The prevention of the water seepage will include a comprehensive program to divert the groundwater’s path to the tunnel, correct the above ground grading to flow away from the tunnel to drainage structures, install sub-drains as needed, repair damaged storm water piping or structures, install water barriers at tunnel repairs, replace failed expansion joints, repair damaged concrete including steel rebar, and inject epoxy in cracks.

The estimated cost is based on 90% complete design for water infiltration and architectural finishes.

Funding previously provided for this project includes:

- MII 2014C Funding for Design (Water Infiltration only) - $900,000 and;
- MII 2016C Funding for Design (Architectural Finishes) - $750,000

START AND END DATE: 2018 - 2020

TOTAL ESTIMATED PROJECT COST: $ 34,860,000

- Construction Cost: $ 29,620,506
- Soft Cost & Contingency: $ 5,239,494

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 34,860,000

COST CENTER: TERMINAL
35. PROJECT NAME: United North Parking Lot Rehab – Design & Construction

PROJECT ACTIVITY: Design and Construction

SCOPE: This project scope involves design and construction of the landside pavement of the United Small Package delivery area. Also included will be the improving of ADA compliant pedestrian walkway ramps adjacent to the pavement.

In Spring of 2017, the adjacent pavement of the United Employee parking lot has been reconstructed to improve the surface drainage in the area. To complete the surface drainage, the 555 SY pavement of the Small Package Delivery will be replaced along with the pedestrian walkway ramps. This lot was resurfaced as part of the pedestrian tunnel water remediation to stop the leaks, the lot is directly over the tunnel. Any future work should protect the current drainage profile.

START AND END DATE: 2019 - 2020

TOTAL ESTIMATED PROJECT COST: $370,500

- Construction Cost: $279,625
- Soft Costs + Contingency: $90,875

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $370,500

COST CENTER: TERMINAL
36. PROJECT NAME: Spine Road Relocation – Design and Construction

PROJECT ACTIVITY: Design and Construction

SCOPE: The purpose of this project is to upgrade a section of Spine Road and convert it to an airside roadway. This project will improve the traffic patterns along the eastern perimeter of the airfield, provide for a widened travel way, and increase the area for snow removal equipment storage. The project will also upgrade sections of deficient pavement and relocate a section of the existing AOA fence to an alignment east of Spine Road. The project also includes the relocation and possible expansion of the AMC guardpost. See the attached graphic.

Work includes demolition, approximately 34,000 SY of new pavement section, upgrades of the existing drainage system, miscellaneous utility work, miscellaneous grading and subgrade improvements, relocation of AOA fencing, relocation of a guard post, and pavement markings. Construction will be coordinated with airfield operations.

START AND END DATE: 2019 - 2020

TOTAL ESTIMATED PROJECT COST: $7,316,000

- Construction Cost: $5,460,000
- Soft Cost + Contingency: $1,856,000

COST CENTER: AIRFIELD

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $7,316,000
37. PROJECT NAME: 90” JAWA Relocation – Design & Construction

PROJECT ACTIVITY: Design and Construction

SCOPE: IDOT, CDOT, and the CDA currently have an intergovernmental agreement to reconfigure the I-190 corridor. The project is an enabling project to future reconfiguration projects at the I-190 and Mannheim Road interchange as the existing utility elevation need to be lowered in areas adjacent to I-190. The project will include installation of a by-pass forty-eight (48) inch water main, new forty-eight (48) inch CDWM water main, new 90” JAWA (Joint Action Water Agency) water main, two 90” hot taps, and other associated water main infrastructure.

START AND END DATE: 2019 - 2021

TOTAL ESTIMATED PROJECT COST: $21,650,000

- Construction Cost: $16,160,000
- Soft Cost + Contingency: $5,490,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $21,650,000

COST CENTER: ROADWAY COST POOL
38. PROJECT NAME: Concourse K Concession Infrastructure Upgrades

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of the renovation of the Concession space in the Concourse K. The work includes interior walls, structural and architectural finishes modifications; stairwell upgrades, plumbing, electrical, fire protection, communication infrastructure modifications and upgrades inclusive of restroom renovations.

The cost estimate is based on 36,825 SF and specifically excludes any work to HVAC, roofing, fixed furnishings, conveying systems, exterior enclosure, and provision of site mechanical & electrical utilities.

START AND END DATE: 2024 - 2026

TOTAL ESTIMATED PROJECT COST: $14,059,520

- Construction Cost: $10,492,179
- Soft Costs + Contingency: $3,567,341

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $14,059,520

COST CENTER: TERMINAL
39. PROJECT NAME: Concourse L Renovation

PROJECT ACTIVITY: Design and Construction

SCOPE: This project is to update and modernize the public areas and holdrooms in the L Concourse to create a modern and passenger friendly environment. The work will be focused on public circulation areas, and holdrooms and will include replacing architectural finishes such as paint, ceiling, column and wall coverings, lighting improvements, and terrazzo flooring.

Concessions and advertising shells and framework will be architecturally integrated into the building where required. Work could include relocation and minor reconfiguration of existing public spaces and hold rooms and will be coordinated to minimize the impact to passengers due to required closure of public corridors or holdrooms.

The cost estimate is based on 71,333 SF and specifically excludes any work to HVAC, roofing, fixed furnishings, conveying systems, exterior enclosure, and provision of site mechanical and electrical utilities.

START AND END DATE: 2028 - 2032

TOTAL ESTIMATED PROJECT COST: $ 43,013,799

- Construction Cost: $32,099,850
- Soft Cost + Contingency: $10,913,949

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 43,013,799

COST CENTER: TERMINAL
40. PROJECT NAME: L Concourse HVAC System Upgrades – Design & Construction

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of the design and replacement of the existing twelve (12) Air Handling Units and all VAV boxes in Terminal 3, Concourse L. The work scope will also include replacement or upgrades of the associated equipment including return/exhaust fans, smoke detectors, heat detectors, HVAC controls and supervisory monitoring system; the distribution system including ductwork and dampers, low temperature water piping, chilled water piping, pumps and valves. This will include associated electrical, DDC Control with BACnet and fiber optic system. All existing pneumatic controls are to be replaced with DDC Controls and devices with connection to the H&R SMS to monitor, control, and view alarms.

The cost estimate is based on twelve (12) upgraded and replaced AHU and 120 VAV boxes, concrete pad replacements and associated waterproofing.

The work will be phased to minimize disruptions to airport operations. Temporary HVAC systems will be employed as necessary to maintain comfort levels throughout the construction of the project.

START AND END DATE: 2018 – 2022

TOTAL ESTIMATED PROJECT COST: $34,423,500

- Construction Cost: $25,980,000
- Soft Cost + Contingency: $8,443,500

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $34,423,500

COST CENTER: TERMINAL
41. PROJECT NAME: Ramp Tower Improvements – T1

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of improvements of the T1 ramp tower including roof repairs, exterior façade repair, interior finishes, HVAC, and communications infrastructure.

The cost estimate is based on a nominal 1,000 SF and specifically excludes communications equipment, fixed furnishings, elevators, electrical, fire protection, and provision of site mechanical & electrical utilities.

START AND END DATE: 2021 – 2022

TOTAL ESTIMATED PROJECT COST: $230,000

- Construction Cost: $171,420
- Soft Cost + Contingency: $58,580

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $230,000

COST CENTER: TERMINAL
42. PROJECT NAME: Replacement of Rotunda Air Handling Units – Construction

PROJECT ACTIVITY: Construction*

SCOPE: The Replacement of Rotunda AHUs project requires the removal of eleven (11) existing air handling units and associated return fans serving the Rotunda. The existing units will be replaced with ten (10) new air-handling units and return fans located in the lower level and basement. Existing ductwork will be modified to accommodate the new units. Interconnection of main ducts shall be provided to have redundancies in the systems. The chilled water and low temperature heating water piping will be removed and replaced from the tunnel to the new air-handling units. The existing hot water coil pumps on each air-handling unit will be replaced with new. The existing controls are pneumatic and will be replaced with DDC for all new air handling units. Electrical service will be provided to the new air handling units. Existing pneumatic air valves will be replaced with new DDC VAV terminal units. New VAV terminal units with hot water reheat coils shall be provided for each zone of the existing multi-zone air handling units. Modifications of concrete pads and other structural work will be provided to accommodate new equipment. If any material contains asbestos, abatement will be performed.

The cost estimate is based on a lump sum for replacement of the AHU and seventy (70) VAV boxes.

* Design for this project is complete and was funded in MII 2015B and performed under the CDA Project H7106.15-00.

START AND END DATE: 2018 – 2020

TOTAL ESTIMATED PROJECT COST: $19,417,750

- Construction Cost: $15,350,000
- Soft Cost + Contingency: $4,067,750

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $19,417,750

COST CENTER: TERMINAL
43. PROJECT NAME: Restroom Modernization Program – International – Phase 1

PROJECT ACTIVITY: Design and Construction

SCOPE: The design and subsequent construction work will include renovation of three restrooms in locations throughout Terminal 5. All the planning and schematic design for restrooms will be advanced at the same time; however, detail design packages focusing on three (3) locations related to a program of annual construction will be advanced such that bidding documents can be issued in a timely manner to support the construction schedules. From the fifteen (15) locations, the first group to create bid documents for construction will include three (3) restrooms locations, one (1) men’s, one (1) women’s and one (1) FIS restroom. The renovation priority is based on the condition of the restrooms.

The design will incorporate the latest airport restroom design standards, ADA requirements and all applicable Federal, State and local codes and ordinances and, where possible the inclusion of family and assisted toilets. The CDA, in coordination with the carriers, will determine standardized finishes and fixtures to coordinate restrooms throughout the terminal.

The cost estimate is based on a total of 5,260 SF of restroom renovation for this phase of work.

START AND END DATE: 2018 – 2020

TOTAL ESTIMATED PROJECT COST: $8,347,500

- Construction Cost: $6,300,000
- Soft Cost + Contingency: $2,047,500

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $8,347,500

COST CENTER: TERMINAL
44. PROJECT NAME: Restroom Modernization Program – International – Phase 2

PROJECT ACTIVITY: Design and Construction

SCOPE: The design and subsequent construction work will include renovation of 3 to 4 restrooms in locations throughout Terminal 5. Planning and schematic design for restrooms will be advanced at the same time in Phase 1. In Phase 2, detail design packages focusing on three (3) or four (4) locations related to a program of annual construction will be advanced such that bidding documents can be issued in a timely manner to support the construction schedules. From the fifteen (15) locations, the second group to create bid documents for construction will include locations selected based on the condition of the remaining restrooms.

The design will incorporate the latest airport restroom design standards, ADA requirements and all applicable Federal, State and local codes and ordinances and, where possible the inclusion of family and assisted toilets. The CDA, in coordination with the carriers, will determine standardized finishes and fixtures to coordinate restrooms throughout the terminal.

The cost estimate is based on a total of 5,260 SF of restroom renovation for this phase of work.

START AND END DATES: 2020 – 2022

TOTAL ESTIMATED PROJECT COST: $8,347,500

- Construction Cost: $6,300,000
- Soft Cost + Contingency: $2,047,500

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $8,347,500

COST CENTER: TERMINAL
45. PROJECT NAME: Terminal 1 – HVAC System Upgrades - Construction

PROJECT ACTIVITY: Construction*

SCOPE: The project consists of implementation of the completed design for the T1 HVAC Upgrades. The work scope includes:

• Replacing existing air handling unit fans and motors
• Installing VFD’s for the fan motors
• Installing pressure-independent control valves
• Upgrading existing controls including developing control sequences
• Upgrading existing cooling coils
• Modifying air distribution systems
• Installing terminal-wide fiber optic infrastructure
• Installing new air handling units
• Replacing pneumatic VAV boxes with digital VAV boxes
• Upsizing associated distribution ductwork
• Modifying diffuser systems

The estimated cost is based on the design engineer’s Final Design Cost Estimate

* Design for this project is complete and was performed under the CDA Project H7100.13-01.

START AND END DATE: 2019 - 2021

TOTAL ESTIMATED PROJECT COST: $ 83,363,500

• Construction Cost: $ 65,900,000
• Soft Cost + Contingency: $ 17,463,500

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 83,363,500

COST CENTER: TERMINAL
46. PROJECT NAME: Terminal 5 Design/Development/Procurement/CIP Management

PROJECT ACTIVITY: Design and Construction

SCOPE: Services include design development, stakeholder coordination and approvals, design procurement, design management, construction procurement, and overall CIP management for the duration of the projects listed in the associated program plan. (Program management only)

Projects are included as follows:

- Jet bridge replacement
- Security camera upgrades
- Communication room / Control room HVAC
- Common use re-check area / baggage make-up monitors
- Fuel system and EFSO upgrades
- Self Park upgrades
- Ticket counter baggage scales

START AND END DATE: 2018 - 2021

TOTAL ESTIMATED PROJECT COST: $ 2,000,000

- Construction Cost: $ 0
- Soft Cost + Contingency: $ 2,000,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 2,000,000

COST CENTER: TERMINAL
47. PROJECT NAME: T5 Comm. Room/ Baggage Control Room HVAC Upgrades

PROJECT ACTIVITY: Design and Construction

SCOPE: Replacement and right sizing of the existing Communication Room HVAC, Baggage Control Room, and Break Room HVAC system. Work will be coordinated with the new proposed BHS proposed for T5.

START AND END DATE: 2018 - 2019

TOTAL ESTIMATED PROJECT COST: $1,130,000

- Construction Cost: $915,300
- Soft Cost + Contingency: $214,700

Design not included as it was previously performed by CCJM and completed in 2017. The soft cost and contingency amount reflects twenty-three (23) percent of the estimated construction cost.

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $1,130,000

COST CENTER: TERMINAL
48. PROJECT NAME: Terminal Building ADA Improvements

PROJECT ACTIVITY: Design and Construction

SCOPE: This project consists of the design and construction of ADA improvements in and adjacent to the Terminal Buildings. The project will incorporate the most current compliance issues as identified by the FAA and the ADA standards for Accessible Design.

The estimated cost is based on build-out of five (5) ADA disabled persons restroom facilities as well as interior and exterior building improvements.

START AND END DATE: 2018 - 2020

TOTAL ESTIMATED PROJECT COST: $ 4,663,750

- Construction Cost: $ 3,500,000
- Soft Cost + Contingency: $ 1,163,750

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 4,663,750

COST CENTER: TERMINAL
49. PROJECT NAME: Terminal LED Lighting Program - 2019

PROJECT ACTIVITY: Material and Equipment

SCOPE: The CDA intends to reduce maintenance costs and increase safety with an improved Terminal LED Lighting. The current Terminals have many different fixtures and luminaires and, as a result, each terminal will be addressed differently in achieving LED lighting goals. With rising energy costs, there is added benefit to increasing efficiency by cost-effective LED lighting at the Airport. The first phase of the ongoing program will address LED lighting in the Terminal 3 Concourses. Subsequent areas will be identified and coordinated with the users.

This project provides funding for material and equipment purchase to be installed by CDA Operations and Maintenance labor.

START AND END DATE: 2018 - 2019

TOTAL ESTIMATED PROJECT COST: $1,325,000

- Construction Cost: $1,000,000
- Soft Cost + Contingency: $325,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $1,325,000

COST CENTER: TERMINAL
50. PROJECT NAME: Ramp Tower Improvements – T3 L & K

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of renovation of the T3, Concourses L and K ramp towers including roof repairs, exterior façade repair, interior finishes, HVAC, and communications infrastructure.

The cost estimate is based on a nominal 1,000 SF for each of two (2) towers and specifically excludes communications equipment, fixed furnishings, elevators, electrical, fire protection, and provision of site mechanical & electrical utilities.

START AND END DATE: 2021 - 2022

TOTAL ESTIMATED PROJECT COST: $ 459,406

- Construction Cost: $ 342,840
- Soft Cost + Contingency: $ 116,566

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 459,406

COST CENTER: TERMINAL
51. PROJECT NAME: T5 GIDS, Common Use Recheck Area, Baggage Make-up Monitors

PROJECT ACTIVITY: Design and Construction

SCOPE: Replacement of the existing, outdated, and failing monitors included in the gate, common use re-check, and baggage make-up areas.

START AND END DATE: 2019

TOTAL ESTIMATED PROJECT COST: $970,000

- Construction Cost: $659,600
- Soft Cost + Contingency: $310,400

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $970,000

COST CENTER: TERMINAL – SET
52. PROJECT NAME: Terminal 5 Security Camera Upgrades

PROJECT ACTIVITY: Design and Construction

SCOPE: Upgrades to the existing T5 security camera system including replacement of existing cameras/hardware, upgrades to efficiencies in the system infrastructure and updates to the end user hardware, software, and user interfaces.

START AND END DATE: 2019 - 2020

TOTAL ESTIMATED PROJECT COST: $4,180,000

- Construction Cost: $2,842,400
- Soft Cost + Contingency: $1,337,600

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $4,180,000

COST CENTER: TERMINAL
53. PROJECT NAME: Terminal 5 Self Park Upgrades

PROJECT ACTIVITY:  Design and Construction

SCOPE: Installation/replacement of Self-Parking Units – current units are obsolete, they will be replaced under a systematic program until all units have been upgraded to provide the safest and most efficient means of aircraft parking.

START AND END DATE:  2019

TOTAL ESTIMATED PROJECT COST: $ 3,010,000

- Construction Cost:  $ 2,046,800
- Soft Cost + Contingency:  $ 963,200

TOTAL ESTIMATED AIRLINE RATE-BASED COST:  $ 3,010,000

COST CENTER: AIRFIELD
54. PROJECT NAME: Terminal 1 Roof Replacement - Construction

PROJECT ACTIVITY: Design and Construction

SCOPE: This work follows extensive investigation and mock-up to determine the best roofing system to achieve the project purpose. Preceding projects include:

- T1 Roof Leak Repairs (Design) MII2011A
- T1 Roof Leak Repairs – Demonstration Section (Construction) MII2012B
- T1 Roof Repair/Replacement (Design) - MII2014A
- T1 Roof Repair at B6 United Club – MII2016A
- T1 Roof Repair at United Club C16 – MII2016C

Scope includes replacement of the roof at Terminal 1, Concourses B and C. This project will be executed by United Air Lines under a reimbursement agreement.

START AND END DATE: 2019 - 2020

TOTAL ESTIMATED PROJECT COST: $ 88,550,000

- Construction Cost: $ 70,000,000
- Soft Cost + Contingency: $ 18,550,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 88,550,000

COST CENTER: TERMINAL
55. PROJECT NAME: H/K Skylight Repairs

PROJECT ACTIVITY: Investigation, Design and Construction

SCOPE: The H and K Concourses were upgraded in the 1980’s which included the addition of skylights and other features to improve lighting and passenger experience within the concourse.

The scope of this project is to evaluate, design and construct a replacement for the existing roof level skylight in the Admirals Club area at the apex of the H and K Concourses in Terminal 3. This replacement is required to address a leakage issue and repair damage that has resulted from the leaks. Project scope will include engineering investigation of the original design for the skylight as well as a determination of the source of the existing leaks. The design is to eliminate the current leak issue while maintaining the architectural look and feel of the skylight architecture. Design is to include phasing and staging to minimize impacts to the passengers and to airline operations. This project also includes all construction and staging to replace the leaking skylight system along with any identified damage that has resulted from the leaking over time.

START AND END DATE: 2019 - 2020

TOTAL ESTIMATED PROJECT COST: $402,000

- Construction Cost: $300,000
- Soft Cost + Contingency: $102,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $402,000

COST CENTER: TERMINAL
56. PROJECT NAME: Concourse H/K Public Area Architectural Renovations

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of an architectural renovation in the public areas of Concourses H and K including wall coverings, skylight repairs, ceilings, soffits, and column covers. Concessions and advertising shells and framework may be architecturally integrated into the building where required.

Minor infrastructure work may be necessary to install the new finishes, but the estimated cost does not include HVAC replacement, restroom modernization, terrazzo replacement, roofing, building changes or other major infrastructure.

CDA will work closely with the airlines to prioritize the areas and finishes to fit within the budgeted amount.

START AND END DATE: 2028 - 2032

TOTAL ESTIMATED PROJECT COST: $46,197,036

- Construction Cost: $34,475,400
- Soft Cost + Contingency: $11,721,636

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $46,197,036

COST CENTER: TERMINAL
57. PROJECT NAME: Concourse B & C Public Area Architectural Renovations

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of an architectural renovation in the public areas of Concourses B and C including walls, skylight repairs, ceilings, soffits, and column covers. Concessions and advertising shells and framework may be architecturally integrated into the building where required.

Minor infrastructure work may be necessary to install the new finishes, but the estimated cost does not include HVAC replacement, restroom modernization, terrazzo replacement, roofing, building changes or other major infrastructure.

CDA will work closely with the airlines to prioritize the areas and finishes to fit within the budgeted amount.

START AND END DATE: 2028 - 2032

TOTAL ESTIMATED PROJECT COST: $46,426,846

- Construction Cost: $34,646,900
- Soft Cost + Contingency: $11,779,946

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $46,426,846

COST CENTER: TERMINAL
58. PROJECT NAME: Terminal 5 Fuel System and EFSO Upgrades

PROJECT ACTIVITY:  Design and Construction

SCOPE: The project includes upgrades to the existing Terminal 5 fuel system including the Emergency Fuel Shut Off (EFSO) system, as a result of Terminal 5 extension and related apron / ramp work. All project administration, construction and construction supervision will be performed under the jurisdiction of the O’Hare Fuel Committee (OFC) in accordance with the Fuel Master Plan and Lease Agreement.

START AND END DATE:  2021

TOTAL ESTIMATED PROJECT COST: $ 3,810,000

-  Construction Cost:  $ 2,590,800
-  Soft Cost + Contingency:  $ 1,219,200

TOTAL ESTIMATED AIRLINE RATE-BASED COST:  $ 3,810,000

COST CENTER: AIRFIELD
59. PROJECT NAME: Terminal 5 Ticket Counter Baggage Scales

PROJECT ACTIVITY: Design and Construction

SCOPE: Replacement of existing ticket counter and recheck scales with new scales, displays, and controls. Project includes demolition and responsible disposal of existing scales as well as balancing/commissioning of new scales by an independent certified scales contractor.

START AND END DATE: 2021

TOTAL ESTIMATED PROJECT COST: $ 780,000

- Construction Cost: $ 530,400
- Soft Cost + Contingency: $ 249,600

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 780,000

COST CENTER: TERMINAL
60. PROJECT NAME: Common-Use Jet-bridge, PC Air, 400 Hz Replacements – T5

PROJECT ACTIVITY: Design and Construction

SCOPE: Replacement of seventeen (17) existing jet bridges original to the T5 facility with seventeen (17) new jet bridges.

START AND END DATE: 2018 - 2019

TOTAL ESTIMATED PROJECT COST: $17,000,000

• Construction Cost: $11,560,000
• Soft Cost + Contingency: $5,440,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $17,000,000

COST CENTER: TERMINAL – CITY EQUIPMENT
61. PROJECT NAME: Guardbooth Replacement at Terminals

PROJECT ACTIVITY: Design and Construction

SCOPE: The project will replace three (3) guardbooths. One at each of Posts 7, 8, and 10. Scope will include concrete work to install new islands, conduit for communications and electricity, installation of the new booths, and bollards to protect them as required.

START AND END DATE: 2022 - 2024

TOTAL ESTIMATED PROJECT COST: $3,678,300

- Construction Cost: $2,745,000
- Soft Cost + Contingency: $933,300

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $3,678,300

COST CENTER: TERMINAL

62. PROJECT NAME: Terminal 3 LL Sprinkler System Conversion from Wet to Dry System

PROJECT ACTIVITY: Design and Construction

SCOPE: This Project consists of the conversion of the T3 Lower Level sprinkler system. These systems are to be converted from a wet to a dry system to prevent freezing damages and EM repairs. The A/E shall evaluate existing conditions of the system, and recommend their Design with critical changes that need to be made to make the wet system a dry system or provide additional heat in limited areas where freezing occurs. This could include changing only a portion of a wet system to a dry system.

START AND END DATE: 2023 - 2024

TOTAL ESTIMATED PROJECT COST: $ 5,511,159

- Construction Cost: $ 4,112,805
- Soft Cost + Contingency: $ 1,398,354

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 5,511,159

COST CENTER: TERMINAL
63. PROJECT NAME: T1 – Terminal and Concourse Storm Sewer Repairs; Roof Drains & Oil/Water Separators

PROJECT ACTIVITY: Design and Construction

SCOPE: This project will install or repair existing storm sewers including roof drains and related oil/water separators.

START AND END DATE: 2023 - 2024

TOTAL ESTIMATED PROJECT COST: $2,779,810

- Construction Cost: $2,074,485
- Soft Cost + Contingency: $705,325

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $2,779,810

COST CENTER: TERMINAL
64. PROJECT NAME: T3 – Terminal and Concourse Storm Sewer Repairs; Roof Drains & Oil/Water Separators

PROJECT ACTIVITY: Design and Construction

SCOPE: This project will install or repair existing storm sewers including roof drains and related oil/water separators.

START AND END DATE: 2023 - 2024

TOTAL ESTIMATED PROJECT COST: $ 2,779,810

- Construction Cost: $ 2,074,485
- Soft Cost + Contingency: $ 705,325

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 2,779,810

COST CENTER: TERMINAL
65. PROJECT NAME: T1 B/C Terminal Apron Level Exterior Repairs (Masonry, columns, walls)

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of masonry repairs including tuckpointing, partial and full brick repair/replacement along the exterior LL walls of Terminal 1 concourses B & C.

The estimated cost is based on 3,020 LF of wall on Concourse B and 4,190 LF of wall on Concourse C.

START AND END DATE: 2018 - 2019

TOTAL ESTIMATED PROJECT COST: $ 2,186,553

• Construction Cost: $ 1,631,756
• Soft Cost + Contingency: $ 554,797

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 2,186,553

COST CENTER: TERMINAL
66. PROJECT NAME: T3 G,H,K,L Term. Apron Level Exterior Repairs (Masonry, columns, walls)

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of masonry repairs including tuckpointing, partial and full brick repair/replacement along the exterior LL walls of Terminal 3 concourses G,H,K and L.

The estimated cost is based on 2,210 LF of wall on Concourse G, 2,260 LF of wall on Concourse H, 2,760 LF of wall on Concourse K and 1,840 LF of wall on Concourse L.

START AND END DATE: 2024 - 2026

TOTAL ESTIMATED PROJECT COST: $7,123,822

- Construction Cost: $5,316,285
- Soft Cost + Contingency: $1,807,537

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $7,123,822

COST CENTER: TERMINAL
67. PROJECT NAME: Terminal Apron Level Exterior Repairs (Masonry, columns, walls) – T5

PROJECT ACTIVITIES: Design and Construction

SCOPE: The project consists of masonry repairs including tuckpointing, partial and full brick repair/replacement along the exterior LL walls of Terminal 5 concourse M. The estimated cost is based on 4,320 LF of wall.

START AND END DATE: 2021 - 2023

TOTAL ESTIMATED PROJECT COST: $ 1,310,129

- Construction Cost: $ 977,708
- Soft Cost + Contingency: $ 332,421

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 1,310,129

COST CENTER: TERMINAL
68. PROJECT NAME: Terminal Apron Level Overhead Roll-up Door Replacement – T1 B & C

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of the removal of the existing Overhead Roll-up Doors and the replacement with high-speed, insulated, high wind resistant, metal coiling doors inclusive of all electrical work and controls.

The estimated cost includes sixteen (16) doors total.

START AND END DATE: 2023

TOTAL ESTIMATED PROJECT COST: $1,626,760

- Construction Cost: $1,220,070
- Soft Cost + Contingency: $406,690

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $1,626,760

COST CENTER: TERMINAL
PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of the removal of the existing Overhead Roll-up Doors and the replacement with high-speed, insulated, high wind resistant, metal coiling doors inclusive of all electrical work and controls.

The estimated cost includes twenty-six (26) doors total.

START AND END DATE: 2023

TOTAL ESTIMATED PROJECT COST: $1,922,900

- Construction Cost: $1,435,358
- Soft Cost + Contingency: $487,542

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $1,922,900

COST CENTER: TERMINAL
70. PROJECT NAME: Terminal Apron Level Overhead Roll-up Door Replacement – T5

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of the removal of the existing Overhead Roll-up Doors and the replacement with high-speed, insulated, high wind resistant, metal coiling doors inclusive of all electrical work and controls.

The estimated cost includes ten (10) doors total.

START AND END DATE: 2023 – 2024

TOTAL ESTIMATED PROJECT COST: $ 808,020

- Construction Cost: $ 603,000
- Soft Cost + Contingency: $ 205,020

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 808,020

COST CENTER: TERMINAL
71. PROJECT NAME: Terminal Building ADA Improvements – T5

PROJECT ACTIVITY: Design and Construction

SCOPE: This project consists of the design and construction of ADA improvements in and adjacent to the Terminal Building. The project will incorporate the most current code compliance requirements as identified by the FAA and the ADA standards for Accessible Design.

The estimated cost includes one (1) ADA restroom build-out as well as correction of FAA/ADA compliance Exterior Terminal issues and Interior Terminal issues.

START AND END DATE: 2019 – 2021

TOTAL ESTIMATED PROJECT COST: $871,000

- Construction Cost: $650,000
- Soft Cost + Contingency: $221,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $871,000

COST CENTER: TERMINAL
72. PROJECT NAME: Terminal Core Upper Level Expansion Joints

PROJECT ACTIVITY: Inspection, Design and Construction

SCOPE: The inner bridge expansion joints and sidewalks in the upper level roadway consisting of the inner roadway lanes and sidewalk in front of Terminals 1, 2, and 3 at O'Hare International Airport were not replaced during the last expansion joint replacement project in 2015 which replaced only the outer bridge expansion joints. In the sidewalk areas, the contraction and longitudinal joints have been repaired/replaced; however, it appears many of the transition joints in the sidewalks (that extend from the roadway transition joints) may need to be replaced.

The existing expansion joints have been repaired numerous times over the past several years. They can no longer be effectively repaired and must be cut out and replaced with a new Expansion Joint System. Currently, they represent a safety hazard to pedestrians and vehicles alike. The existing membranes have been penetrated, water and debris are falling down below. In the 2013 Bridge Inspection Report, it was found that the strip seal expansion joints were in poor condition and in need of replacement. Existing conditions will greatly worsen, and increase repair/replacement costs, if action is not implemented at this juncture.

It is desired to have an AE firm, solicited and selected via the CDA TOSR process, to perform an inspection of all the expansion joints, determine the extent of the failures, develop a bid package to address the failed joints, including bid/award phase, construction phase, and post construction phase services.

START AND END DATE: 2023 - 2024

TOTAL ESTIMATED PROJECT COST: $6,968,000

- Construction Cost: $5,200,000
- Soft Cost + Contingency: $1,768,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $6,968,000

COST CENTER: TERMINAL
73. PROJECT NAME: Terminal Domestic Water Infrastructure Improvements T1, B, C

PROJECT ACTIVITY: Design and Construction (as required)

SCOPE: The Project consists of replacing plumbing piping and other components to maintain continuous flow in the terminals, eliminating restrictions where possible. Metering may need to be installed at various locations as determined by an engineer.

The estimated cost is a non-specific $6.00 per square foot across the area.

START AND END DATE: 2021 - 2023

TOTAL ESTIMATED PROJECT COST: $3,335,772

- Construction Cost: $2,489,382
- Soft Cost + Contingency: $846,390

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $3,335,772

COST CENTER: TERMINAL
74. PROJECT NAME: Terminal Domestic Water Infrastructure Improvements T3, G, H, K, L

PROJECT ACTIVITY: Design and Construction

SCOPE: The Project consists of replacing plumbing piping and other components to maintain continuous flow in the terminals, eliminating restrictions where possible. Metering may need to be installed at various locations determined by an engineer.

The estimated cost is a non-specific $6.00 per square foot across the area.

START AND END DATE: 2021 - 2023

TOTAL ESTIMATED PROJECT COST: $4,051,581

- Construction Cost: $3,023,568
- Soft Cost + Contingency: $1,028,013

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $4,051,581

COST CENTER: TERMINAL
75. PROJECT NAME: Terminal Fiber and Comm. Infrastructure Improvements T5

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of fiber and communications cabling installation or replacement as necessary to accommodate existing equipment in Terminal 5.

START AND END DATE: 2023

TOTAL ESTIMATED PROJECT COST: $7,652,211

- Construction Cost: $5,710,605
- Soft Cost + Contingency: $1,941,606

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $7,652,211

COST CENTER: TERMINAL
76. PROJECT NAME: Common-Use Jet-bridge, PC Air, 400 Hz Replacements

PROJECT ACTIVITY: Equipment Purchase and Construction

SCOPE: The project consists of the replacement of eight (8) Jet Bridges at Terminal 3, which are owned by the city.

START AND END DATE: 2019 – 2021

TOTAL ESTIMATED PROJECT COST: $10,630,500

- Construction Cost: $7,933,200
- Soft Cost + Contingency: $2,697,300

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $10,630,500

COST CENTER: TERMINAL – CITY EQUIPMENT
77. PROJECT NAME: Terrazzo Replacement in Concourse G, H & K

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of replacing twenty-five (25) percent of T3 terrazzo and all of G, H and K terrazzo. The estimated cost includes 345,000 SF of terrazzo replacement in T3 G, H, and K.

START AND END DATE: 2022

TOTAL ESTIMATED PROJECT COST: $ 23,115,000

- Construction Cost: $ 17,250,000
- Soft Cost + Contingency: $ 5,865,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 23,115,000

COST CENTER: TERMINAL
78. PROJECT NAME: T3 New Concessions/Freight Elevator – Design & Construction

PROJECT ACTIVITY: Design and Construction

SCOPE: This project will install a new freight elevator in Terminal 3. The location will be determined based on both the 2017 elevator study and available operations space.

START AND END DATE: 2025

TOTAL ESTIMATED PROJECT COST: $1,340,000

- Construction Cost: $1,000,000
- Soft Cost + Contingency: $340,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $1,340,000

COST CENTER: TERMINAL
79. PROJECT NAME: Rotunda Renovations

PROJECT ACTIVITY: Design and Construction

SCOPE: The Rotunda Renovation project consists of a Renovation of the existing space, including replacement of interior finishes, staircases, electrical, fire protection, repair of existing exterior finish, reconfiguration of current space to allow for new tenants and services to the space. HVAC and Roofing have been removed from the scope of this project as they are captured in other projects.

The estimated cost is based on 56,442 SF of renovation (less HVAC and roofing).

START AND END DATE: 2028 - 2032

TOTAL ESTIMATED PROJECT COST: $28,194,201

- Construction Cost: $21,145,650
- Soft Cost + Contingency: $7,048,551

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $28,194,201

COST CENTER: TERMINAL
80. PROJECT NAME: T1 Exterior Emergency Stairwell Removal & Replacement

PROJECT ACTIVITY:  Design and Construction

SCOPE: The project consists of replacement of twenty (20) emergency stairwells on Concourses B & C.

START AND END DATE: 2025

TOTAL ESTIMATED PROJECT COST: $1,270,320

- Construction Cost: $952,740
- Soft Cost + Contingency: $317,580

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $1,270,320

COST CENTER: TERMINAL
81. PROJECT NAME: T3 Exterior Emergency Stairwell Removal & Replacement

PROJECT ACTIVITY:  Design and Construction

SCOPE:  The project consists of replacement of eighteen (18) emergency stairwells on concourses G, H, K & L.

START AND END DATE:  2025

TOTAL ESTIMATED PROJECT COST:  $1,143,288

- Construction Cost:  $857,466
- Soft Cost + Contingency:  $285,822

TOTAL ESTIMATED AIRLINE RATE-BASED COST:  $1,143,288

COST CENTER: TERMINAL
82. PROJECT NAME: T5 BAS & Fire Alarm System Controls Upgrades

PROJECT ACTIVITY: Design and Construction

SCOPE: The project will upgrade the existing Fire Alarm (FA) Control Panels and test all FA Devices to assure devices are all properly operating and reporting to all annunciator panels in the Terminal. The project will upgrade the fire safety devices and the Fire Alarm (FA) System. The work scope will include upgrading annunciators and graphics for each terminal panel. The work scope will also include upgrading or adding horn/strobes, pull stations, door holders, shunt trip breakers, and FA Control Panel(s) where required. In addition, the work scope will also include the testing, repair, replacement and/or addition of air monitoring systems devices. The BAS upgrades will monitor the status of the fire alarm system for the prompting of emergency operating modes of the HVAC and lighting/electrical systems. Fire Alarm System hardware and software will be upgraded to meet current code requirements.

START AND END DATE: 2025 – 2026

TOTAL ESTIMATED PROJECT COST: $7,956,250

- Construction Cost: $5,937,500
- Soft Cost + Contingency: $2,018,750

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $7,956,250

COST CENTER: TERMINAL
83. PROJECT NAME: T5 Common & Maintenance Area LED Lighting Upgrades

PROJECT ACTIVITY:  Design and Construction

SCOPE:  Project scope consists of replacing the current lighting system in the common and maintenance areas with a cost-effective LED lighting system. Installation labor will be performed by CDA trades or SMG trades.

START AND END DATE:  2019 – 2020

TOTAL ESTIMATED PROJECT COST: $ 1,920,220

- Construction Cost: $ 1,433,000
- Soft Cost + Contingency: $ 487,220

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 1,920,220

COST CENTER: TERMINAL
84. PROJECT NAME: Concourse C Ramp Level Ceiling Replacement Drive Aisles

PROJECT ACTIVITIES: Design and Construction

SCOPE: The project consists of the removal and replacement of the ceiling in the lower level of Terminal 1 Concourse C in the non-public driving areas (i.e. Tug Roads), inclusive of the installation of LED lighting, controls and associated electrical upgrades and the installation of insulation for piping and walls for thermal and moisture protection at locations exposed to the exterior.

The estimated cost is based on 125,000 SF of removed and replaced drywall and 80,000 SF of LED lighting, along with associated insulation and interface/fascia reconstruction.

START AND END DATE: 2024 - 2025

TOTAL ESTIMATED PROJECT COST: $7,754,547

- Construction Cost: $5,775,000
- Soft Cost + Contingency $1,979,547

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $7,754,547

COST CENTER: TERMINAL
85. PROJECT NAME: Fire Alarm System Replacements – Design & Construction

PROJECT ACTIVITY: Design and Construction

SCOPE: The project Design & Construction will upgrade the existing Fire Alarm (FA) Control Panels and test all FA Devices to assure devices are all properly operating and reporting to all Annunciator Panels in each Terminal. The work scope will include upgrading annunciators and graphics for each Terminal’s panel. The Contractor will then verify that each device in the system is operating properly.

START AND END DATE: 2019 - 2020

TOTAL ESTIMATED PROJECT COST: $1,507,830

- Construction Cost: $1,130,872
- Soft Cost + Contingency: $376,958

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $1,507,830

COST CENTER: TERMINAL
86. PROJECT NAME: T5 HVAC Equipment & Controls Replacements & Upgrades

PROJECT ACTIVITY: Design and Construction

SCOPE: This project includes selective replacement and renovations of the HVAC system including VAV’s, AHU’s and ductwork as required. The system is approaching thirty (30) years old and will require upgrades to controls and valves, as well new monitoring and test points. This funding provides for replacement of approximately fifty (50) percent of the existing system.

START AND END DATE: 2026 – 2030

TOTAL ESTIMATED PROJECT COST: $46,351,721

- Construction Cost: $34,590,836
- Soft Cost + Contingency: $11,760,885

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $46,351,721

COST CENTER: TERMINAL
87. PROJECT NAME: G,H/K & L Concourse Window, Gasket and Panel Replacement

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of the removal and replacement of the existing window gaskets and window repairs in the upper level of the G, H, K, and L Concourses.

START AND END DATE: 2028

TOTAL ESTIMATED PROJECT COST: $ 5,360,000
- Construction Cost: $ 4,000,000
- Soft Cost + Contingency: $ 1,360,000

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 5,360,000

COST CENTER: TERMINAL
88. PROJECT NAME: Concourse B & C Holdroom Architectural Renovations

PROJECT ACTIVITY: Design and Construction

SCOPE: This project scope consists of renovations to the Concourse B and C holdroom architectural finishes. The work will focus on the holdrooms and gate areas on Concourse B and C. This project will include replacing architectural finishes such as paint, ceiling and wall coverings, new carpeting, and lighting improvements. The estimated area is 110,000 SF.

Minor infrastructure work may be necessary to install the new finishes. The estimated cost does not include City equipment, other gate systems, ticket counters, seating, HVAC replacement, restroom modernization, gate furniture, jet bridges, roofing, building changes or other major infrastructure. Replacement finishes and upgrades are assumed to be like for like and meet current standards for passenger amenities. Work may require closure of holdrooms and gates for periods of time.

CDA will work closely with the airlines to prioritize the areas and finishes to fit within the budgeted amount.

START AND END DATE: 2028 - 2032

TOTAL ESTIMATED PROJECT COST: $ 30,966,382

- Construction Cost: $ 23,224,787
- Soft Cost + Contingency: $ 7,741,595

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 30,966,382

COST CENTER: TERMINAL
89. PROJECT NAME: Concourse G Holdroom Architectural Renovations

PROJECT ACTIVITY: Design and Construction

SCOPE: This project scope consists of renovations to the Concourse G holdroom architectural finishes. The work will focus on the holdrooms and gate area on the G Concourse. This project will include replacing architectural finishes such as paint, ceiling and wall coverings, new carpeting, and lighting improvements. The estimated area is 25,760 SF.

Minor infrastructure work may be necessary to install the new finishes. The estimated cost does not include City equipment, other gate systems, ticket counters, seating, HVAC replacement, restroom modernization, gate furniture, jet bridges, roofing, building changes or other major infrastructure. Replacement finishes and upgrades are assumed to be like for like and meet current standards for passenger amenities. Work may require closure of hold rooms and gates for periods of time.

CDA will work closely with the airlines to prioritize the areas and finishes to fit within the budgeted amount.

START AND END DATE: 2028 - 2032

TOTAL ESTIMATED PROJECT COST: $7,249,145

- Construction Cost: $5,436,859
- Soft Cost + Contingency: $1,812,286

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $7,249,145

COST CENTER: TERMINAL
90. PROJECT NAME: Concourse H/K Holdroom Architectural Renovations

PROJECT ACTIVITY: Design and Construction

SCOPE: This project scope consists of renovations to the Concourse H and K holdroom architectural finishes. The work will focus on the holdrooms and gate area on the H and K Concourses. This project will include replacing architectural finishes such as paint, ceiling and wall coverings, new carpeting, and lighting improvements. The estimated area is 79,900 SF.

Minor infrastructure work may be necessary to install the new finishes. The estimated cost does not include City equipment, other gate systems, ticket counters, seating, HVAC replacement, restroom modernization, gate furniture, jet bridges, roofing, building changes or other major infrastructure. Replacement finishes and upgrades are assumed to be like for like and meet current standards for passenger amenities. Work may require closure of hold rooms and gates for periods of time.

CDA will work closely with the airlines to prioritize the areas and finishes to fit within the budgeted amount.

START AND END DATE: 2028 - 2032

TOTAL ESTIMATED PROJECT COST: $25,169,957

- Construction Cost: $18,783,550
- Soft Cost + Contingency: $6,386,407

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $25,169,957

COST CENTER: TERMINAL
91. PROJECT NAME: Concourse G Public Area Architectural Renovations

PROJECT ACTIVITY: Design and Construction

SCOPE: This project scope consists of renovations to the public areas of Concourse G to replace aging architectural finishes. The work will focus on the public circulation areas in the concourse, excluding hold rooms. The project will include replacing architectural finishes such as paint, ceiling, column and wall coverings, and lighting improvements. Concessions and advertising shells and framework may be architecturally integrated into the building where required. The estimated area is 50,340 SF.

Minor infrastructure work may be necessary to install the new finishes, but the estimated cost does not include HVAC replacement, restroom modernization, roofing, building changes or other major infrastructure.

CDA will work closely with the airlines to prioritize the areas and finishes to fit within the budgeted amount.

START AND END DATE: 2028 - 2032

TOTAL ESTIMATED PROJECT COST: $10,118,340

- Construction Cost: $7,551,000
- Soft Cost + Contingency: $2,567,340

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $10,118,340

COST CENTER: TERMINAL
92. PROJECT NAME: T3 LL Metal Pan Ceiling Replacement Drive Aisles

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of the removal and replacement of the metal pan ceiling in the lower level of Terminal 3. The Terminal 3 lower level metal pan ceiling was installed in 2007. Based on similar airport installations, the ceiling will require replacement before 2028. The estimated area is 165,000 SF.

START AND END DATE: 2023 - 2024

TOTAL ESTIMATED PROJECT COST: $2,117,200

- Construction Cost: $1,580,000
- Soft Cost + Contingency: $537,200

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $2,117,200

COST CENTER: TERMINAL
93. PROJECT NAME: T3 G,H,K & L Roof Repairs

PROJECT ACTIVITY: Design and Construction

SCOPE: The project consists of the full removal and replacement of the Terminal 3 roof including the G, H, K, and L Concourses. The barrel section of the H and K Concourse is excluded. The total area included is approximately 577,000 SF.

START AND END DATE: 2027 - 2028

TOTAL ESTIMATED PROJECT COST: $ 20,877,602

- Construction Cost: $ 15,580,300
- Soft Cost + Contingency: $ 5,297,302

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $ 20,877,602

COST CENTER: TERMINAL
94. PROJECT NAME: T5 Curtainwall Repairs & Replacement – Design & Construction

PROJECT ACTIVITY: Design and Construction

SCOPE: The exterior walls of the Terminal 5 building and the Concourse mechanical rooms have deep ribbed metal panel siding. Over time the ribbed metal siding, in particular at the corners, has experienced serious degradation. Comparative analysis over the years suggests the wear has progressed and indications are it will continue without remedial action. The scope of this project provides for a combination of replacement of deteriorated panels and refinishing existing panels. It is assumed that thirty (30) percent of the panels will need to be replaced. The project also includes repairs and painting of the T5 front fascia.

START AND END DATE: 2029 – 2030

TOTAL ESTIMATED PROJECT COST: $12,096,073

- Construction Cost: $9,026,920
- Soft Cost + Contingency: $3,069,153

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $12,096,073

COST CENTER: TERMINAL
95. PROJECT NAME: T5 Power Distribution Panels & Switchgear Upgrades & Recertification

PROJECT ACTIVITY: Design and Construction

SCOPE: This project includes replacement and recertification of Switchgears and Power Distribution panels throughout Terminal 5. The facility will be 35 years old at the time this project is scheduled for completion, the panels will be due for replacement.

START AND END DATE: 2020 - 2022

TOTAL ESTIMATED PROJECT COST: $11,111,009

- Construction Cost: $8,291,798
- Soft Cost + Contingency: $2,819,211

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $11,111,009

COST CENTER: TERMINAL
96. PROJECT NAME: T5 Architectural Renovations – Public Areas and Holdrooms

PROJECT ACTIVITY: Design and Construction

SCOPE: The proposed scope of work is to implement a plan for the refurbishment and modernization of the T5 Concourse, gates M1-M21. A total of 58,960 SF of holdroom space will be renovated as well as 82,702 SF of public spaces. Work will include new carpet, base, new ceilings, new efficient lighting, and the repair and repainting of walls.

Work will not include restrooms and concession spaces.

START AND END DATE: 2024 - 2026

TOTAL ESTIMATED PROJECT COST: $37,965,416

- Construction Cost: $28,332,400
- Soft Cost + Contingency: $9,633,016

TOTAL ESTIMATED AIRLINE RATE-BASED COST: $37,965,416

COST CENTER: TERMINAL
Exhibit O

Pre-Approved Allowances

The Pre-Approved Allowances approved by the Long-Term Signatory Airlines pursuant to Article 10.5 of the Airline Use and Lease Agreement consist of the following:

Pre-Approved Allowance Descriptions

Section 1. Annual budgets

For each funded year included in the Airline Use and Lease Agreement, the City will provide the EWG with a listing of scheduled projects for the upcoming year. The project listing and associated cost estimates will categorize projects per the types listed below. To provide flexibility to meet Airport requirements, the annual allowances listed for each category are only a guide and can be transferred from one type of allowance to another. Funding expenditures will be limited to the total annual amount plus any unspent transfers from previous years as provided for in and subject to the terms Article 10 of the Airline Use and Lease Agreement.

<table>
<thead>
<tr>
<th>Pre-Approved Allowance</th>
<th>Estimated Annual Budget</th>
<th>Total for 15 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxiway Pavement Rehabilitation</td>
<td>$7.0M</td>
<td>$105.0M</td>
</tr>
<tr>
<td>Apron Pavement Repair</td>
<td>$8.0 M</td>
<td>$120.0 M</td>
</tr>
<tr>
<td>Airfield Roadway Repair and Replacement</td>
<td>$1.0 M</td>
<td>$15.0 M</td>
</tr>
<tr>
<td>Parking Maintenance and Repair</td>
<td>$3.0 M</td>
<td>$45.0 M</td>
</tr>
<tr>
<td>Roadway Pavement Replacement</td>
<td>$5.0 M</td>
<td>$75.0 M</td>
</tr>
<tr>
<td>Terminal Conveyance Replacement</td>
<td>$3.0 M</td>
<td>$45.0 M</td>
</tr>
<tr>
<td>Restroom Refresh and Modernization</td>
<td>$1.0M</td>
<td>$15.0M</td>
</tr>
<tr>
<td>Vehicle Replacement</td>
<td>$12.0M</td>
<td>$180.0M</td>
</tr>
<tr>
<td><strong>Total Pre-Approved Allowances:</strong></td>
<td><strong>$40.0M</strong></td>
<td><strong>$600.0M</strong></td>
</tr>
</tbody>
</table>

While annual budgets have been defined above, CDA in consultation with the EWG may increase amounts spent annually within a category provided that annual expenditures in other categories are reduced so that total annual allowance expenditures do not exceed $40 million.
Section 2. Pre-Approved Allowance Descriptions

“Taxiway Pavement Rehabilitation”: This allowance is intended for minor taxiway maintenance and repair projects. Work includes, but is not limited to:

- Removal and replacement of asphalt and concrete pavements;
- Taxiway bridge deck pavement as well as taxiway shoulders;
- Demolition of hotspots outside runway object free area when requested by FAA to prevent surface incidents or incursions;
- Contaminated material remediation and subgrade/subbase stabilization;
- Necessary installation, repair, replacement or adjustment of utility/infrastructure, lighting, signage, pavement markings, artificial turf, grading and drainage of turf areas, drainage structures and other appurtenances, devices and/or incidental items required for compliance with current codes, laws, standards and best industry practices; and
- Costs associated with phasing and logistics for construction including temporary construction or other measures to maintain airfield operations as necessary.

“Apron Pavement Repair”: Removal and replacement or repair of apron and taxilane concrete or asphalt pavement which includes, but is not limited to:

- Contaminated material remediation and subgrade/subbase stabilization, if necessary;
- Necessary installation, repair, replacement or adjustment of utility/infrastructure, joint sealing, bollards, and associated sewers, pavement markings, drainage and drainage structures and other appurtenances, devices and/or incidental items required for compliance with current codes, laws, standards and best industry practices; and
- Hauling, storage and crushing of removed pavement and materials, and aggregate stockpiling for future use.

“Airfield Roadways and Bridges Maintenance and Repair”: Work includes, but is not limited to:

- Removal and replacement or repair of asphalt and concrete roadways;
- Contaminated material remediation and subgrade/subbase stabilization, if necessary;
- Necessary installation, repair, replacement or adjustment of sealants, utility/infrastructure, drainage, landscaping, fencing and gates, bollards, medians and pavement markings;
- Lighting repair/replacement, signage and guard rails/attenuators;
- Repairs, modifications and improvements of Airfield Guard posts and access gates;
- Inspection and minor structural repairs to taxiway bridges;
- Crack sealing and spall repairs of bridge structures;
- Maintenance of bridge lighting, signage and guardrails;
- Concrete repairs to bridge decks, columns, and abutments; and
• Other appurtenances, devices and/or incidental items required for compliance with current codes, laws, standards and best industry practices.

“Parking Maintenance and Repair”: Removal and replacement or repair of asphalt and concrete parking lots which includes, but is not limited to:

• Contaminated material remediation and subgrade/subbase stabilization, if necessary;
• Necessary installation, repair, replacement or adjustment of sealants, utility/infrastructure, drainage, landscaping, rain gutters, expansion joints, fencing, bollards and pavement markings;
• Other appurtenances, devices and/or incidental items required for compliance with current codes, laws, standards and best industry practices;
• Lighting repair/replacement and toll plaza repairs;
• Bus shelter repair / replacement including call boxes, heating and other infrastructure
• Changes or additions to revenue and access control technology and equipment; and
• Maintenance and minor repairs to elevated parking structures.

“Landside Roadways and Bridges Maintenance and Repairs”: Work includes, but is not limited to:

• Removal and replacement or repair of asphalt and concrete pavements;
• Contaminated material remediation and subgrade/subbase stabilization, if necessary;
• Necessary installation, repair, replacement or adjustment of utility/infrastructure, drainage, landscaping, fencing, bollards, medians and pavement markings;
• Inspection and minor structural repairs to bridges;
• Crack sealing and spall repairs;
• Concrete repairs to bridge decks, column, and abutments;
• Lighting repair/replacement, signage and guard rails/attenuators; and
• Other appurtenances, devices and/or incidental items required for compliance with current codes, laws, standards and best industry practices.

“Terminal Conveyance Replacement”: Removal and replacement or modernization of escalators, elevators, moving walkways and dumbwaiters which includes, but is not limited to:

• Work in all hoist ways, pits and machine rooms;
• Structural/MEP modifications and repairs, air conditioning, oil cooling;
• Replacement of elevator cabs or cab components;
• System controls;
• Treads, handrails, architectural finishes;
• Necessary infrastructure to install compliant equipment; and
• Other appurtenances, devices and/or incidental items required for compliance with current codes, laws, standards and best industry practices.
“Restroom Refresh and Modernization”: Removal and replacement of restroom architectural finishes, in accordance with all CDA and ADA requirements, which includes, but is not limited to:

- Flooring, wall panels, ceiling, lighting, lavatories, stalls, counters, mirrors, etc.;
- Partial or total plumbing, mechanical, electrical infrastructure and fixture replacement; and
- Family companion restrooms, assisted shower/changing and mother’s rooms, pet relief areas; and
- Other appurtenances, devices and/or incidental items required for compliance with current codes, laws, standards and best industry practices.

“Vehicle Replacement”: Replacement of City of Chicago vehicles and equipment dedicated for use at the Airport, which includes, but is not limited to:

- Snow equipment, landscape, construction and facility maintenance equipment, fire department, OEMC and police department vehicles, CDA operations, CDA maintenance vehicles; and
- Necessary equipment and attachments for useful function of vehicles including sirens, lighting, and radios.

Section 3. Infrastructure Reliability Allowance Descriptions

The aggregate amount of the Infrastructure Reliability allowance for the term of this agreement is equal to $168,157,000; provided that the expenditure of this amount is not restricted to any individual year. When the City presents to the EWG the list of projects to be implemented in the following year with Pre-Approved Allowances, the City will specify the Infrastructure Reliability projects to be implemented and funded or financed, in the following year with Pre-Approved Allowances for Infrastructure Reliability Projects. The use or encumbrance of the aggregate Pre-Approved Allowance for Infrastructure Reliability projects shall not be taken into account under Section 10.5.3.

“Infrastructure Reliability Allowances”: Work includes, but is not limited to the following repairs, upgrades, replacement of existing airport infrastructure:

- Building expansion joints, electrical infrastructure and equipment, fiber and communication infrastructure and cabling, mechanical equipment, mechanical/plumbing valves, pumps and piping, civil infrastructure;
- Water main system replacement, duct bank, lift stations and sewer;
• Incidental work to complete the abovementioned systems such as insulation, painting and identification, excavation, backfill, pavement repair, landscaping, temporary requirements, design, utility infrastructure owned/maintained by CDA, etc.; and
• Other appurtenances, devices and/or incidental items related to the Infrastructure Reliability Projects required for compliance with current codes, laws, standards and best industry practices.
EXHIBIT P

COMPLIANCE WITH LAWS

Section 1. General Provisions

(A) Airline shall comply, and shall include in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement (regardless of whether they are reimbursed by the City) a requirement that its Contractors comply, with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders.

(B) Airline agrees that all of the applicable provisions set forth in this Exhibit will be incorporated in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement.

(C) Further, Airline shall execute, and shall include in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement a requirement that its Contractors execute, such affidavits and certifications as shall be required by the City setting forth Airline’s and its Contractor’s, as applicable, agreement to comply with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders. Such certifications shall be attached and incorporated by reference in the applicable agreements.

(D) In the event that any Contractor is a partnership or joint venture, Airline shall also include provisions in its agreement with Contractor insuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

(E) The City may unilaterally revise this Exhibit from time to time.

Section 2. Federal Nondiscrimination Requirements

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

   i. Airline, for itself, its assignees and successors in interest, covenants and 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 program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA. In the event of Airline’s breach of any of the above Nondiscrimination covenants, the City shall have the right to terminate this Agreement.

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

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

iv. Airline shall include these subsections (i) through (iv), inclusive, in Airline’s licenses, permits and other instruments relating to the Premises, and shall require that its licensees, permittees and others similarly include these statements in their licenses, permits and other instruments relating to the Premises.

(B) Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, Airline, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Nondiscrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
• Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
• Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
• The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

(C) Nondiscrimination in Contracting Activities

i. Airline, with regard to any contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. Any contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations.

ii. In all solicitations, either by competitive bidding, or negotiation made by Airline or its contractor for work to be performed under a contract or subcontract, including procurements of materials, or leases of equipment, each potential contractor, subcontractor or
supplier will be notified by the contractor of Airline and contractor’s obligations under the Acts and Regulations relative to non-discrimination on the grounds of race, color, or national origin.

Section 3. State Nondiscrimination Requirements

Airline 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 therewith, including the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750, Appendix A. Airline must also comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; the Environmental Barriers Act, 410 ILCS 25/1 et seq.; and all other applicable state laws, rules, regulations and executive orders.

Section 4. City Nondiscrimination Requirements

(A) Airline must comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code; and all other applicable Municipal Code provisions, rules, regulations and executive orders.

(B) Further, Airline must furnish, or cause each of its Contractors to furnish, such reports and information as requested by the Chicago Commission of Human Relations.

Section 5. Affirmative Action

Airline assures that: (a) it shall undertake an affirmative action program as required by all federal, state and local laws, rules and regulations pertaining to Civil Rights (and any and all amendments thereto), including, without limitation, 49 CFR Part 21 and 49 U.S.C. § 47123, to assure that no person shall, on the grounds of race, creed, color, national origin, sex, or age be excluded from participation in or denied the benefits of the program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA; (b) it shall not engage in employment practices that result in excluding persons on the grounds of race, creed, color, national origin, sex, or age, from participating in or receiving the benefits of any program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA, or in subjecting them to discrimination or another violation of the regulations under any program covered by 49 CFR Part 21 and 49 U.S.C. § 47123; and (c) it shall include the preceding statements of this Section 5 in Airline’s contracts and other applicable documents under this Agreement, and shall require that its contractors and others similarly include these statements in their subcontracts and applicable documents.

Section 6. Safety and Security

(A) Airline expressly acknowledges its responsibility to provide security at the Airport in accordance with 49 U.S.C. sec. 449 and 49 CFR Part 1542, “Airport Security,” as such may be amended from time to time, including any applicable rules and regulations promulgated thereunder, and with all rules and regulations of the City concerning security procedures, including the Airport’s approved security program. Airline expressly acknowledges its responsibility to provide security with respect to airplane operations in accordance with 49 CFR
Part 1544, “Aircraft Operator Security,” as such may be amended from time to time, and with the rules and regulations of the City concerning security procedures, including the Airport’s approved security program.

(B) All employees providing services at the Airport must be badged by the City, as provided below in Section 7, “Airport Security Badges.” Airline, Contractors, and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration (“FAA”), the Under Secretary of the Transportation Security Administration (“TSA”), and the City may deem necessary. Airline, its Contractors, their respective employees, invitees and all other persons under the control of Airline must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

(C) All gates and doors that permit entry into restricted areas at the Airport must be kept locked at all times when not in use or under constant security surveillance. Airline shall ensure that such gates and doors within its Premises are kept locked at all times when not in use or under Airline’s constant security surveillance. Any gate or door malfunctions discovered by Airline must be reported to the Commissioner without delay and must be kept under constant surveillance, in the case of malfunctions within its Premises, until the malfunction is remedied, or in the case of other malfunctions, until relieved by a responsible party.

(D) Airline shall ensure that the following provision is inserted in all contracts entered into with any Contractors and with any labor organizations who furnish skilled, unskilled and craft union skilled labor, or who may provide any materials, labor or services in connection with this Agreement:

“Aviation Security: This Agreement is subject to the airport security requirements of 49 U.S.C. chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 C.F.R. Part 1542 and all other applicable rules and regulations promulgated thereunder. In the event that Airline, or any individual employed by Airline, in the performance of this Agreement, has (i) unescorted access to aircraft located on or at the Airport (ii) unescorted access to secured areas or (iii) capability to allow others to have unescorted access to such aircraft or secured area, Airline shall be subject to, and further shall conduct with respect to its Contractors and their respective employees, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration, the Under Secretary of the Transportation Security Administration and City may deem necessary. Further, in the event this Agreement involves the construction, reconstruction, demolition or alteration of facilities to be located at or on the Airport, Airline shall, notwithstanding anything
contained herein, at no cost to City, perform all obligations hereunder in compliance with those guidelines developed by City, the Transportation Security Administration and the Federal Aviation Administration, and in effect as of the Effective Date with the objective of maximum security enhancement. In the event the Agreement involves the design of facilities or equipment, the drawings, plans, and specifications to be provided under the Agreement shall comply with those guidelines developed by City, the Transportation Security Administration and the Federal Aviation Administration and in effect at the time of the submittal of such drawings, plans, and specifications.”

Section 7. Airport Security Badges

(A) As part of Airport operations and security, Airline must obtain from the Airport badging office Airport Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Airline has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver’s Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his or her discretion, including but not limited to name, address, date of birth (and for vehicles, driver’s license and appropriate stickers). Airline is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his or her designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his or her sole discretion. Airline must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working under this Agreement.

(B) As provided in Section 6 above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (“CHRC”) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

(C) Airport Security Badges, Vehicle Permits and Driver’s Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Airline will be jointly and severally liable for any fines imposed on its employees or its Contractors’ employees at the Airport by the City.

(D) In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Driver’s Licenses must be adhered to:
i. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the Airport.

ii. All individuals operating a vehicle on the Aircraft Operations Area (“AOA”) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operator’s Driver’s License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver’s Permit.

iii. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.

iv. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.

v. Airline’s personnel who function as supervisors, and those that escort Airline’s equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

Section 8. Confidentiality of Airport Security Data

Airline has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act, such as information affecting security of the airport (“Airport Security Data”). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Airline acknowledges that information provided to, generated by, or encountered by Airline may include Airport Security Data. If Airline fails to safeguard the confidentiality of Airport Security Data, Airline is liable for the reasonable costs of actions taken by the City, the Federal Aviation Administration (“FAA”), or the Transportation Security Administration (“TSA”) that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement by Airline must contain the language of this section. If Airline fails to incorporate the required language in all such agreements, the provisions of this section are deemed incorporated in all such agreements.

Section 9. Americans with Disabilities Act and Air Carrier Access Act

(A) Airline shall be solely and fully responsible for ensuring that Airline’s operations, wherever they may occur at the Airport, and any improvements made by Airline pursuant to this Agreement, shall comply with Title II (to the extent applicable) and III of the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., as amended from time to time (“ADA”), and the Air Carrier Access Act, 49 U.S.C. § 41705, as amended from time to time (“ACAA”), including
without limitation any obligation to provide boarding and deplaning assistance at the Airport. In
the event of a violation of or non-compliance with Title II (to the extent applicable) or III of the
ADA or the ACAA, Airline shall develop a work plan to correct such violation or non-
compliance. The City's approval of or acceptance of any aspect of Airline's activities under this
Agreement shall not be deemed or construed in any way as a representation that such item,
activity or practice complies with the ADA or the ACAA. Airline agrees to indemnify, defend,
and hold the City harmless from any and all costs incurred by the City with respect to Airline's
failure to comply with the ADA or the ACAA for Airline’s operations or any improvements
made by Airline at the Airport. The City shall comply with the ADA and the ACAA as
applicable to any facilities constructed by the City and any improvements made by the City at the
Airport.

(B) Airline shall insure that the appropriate provision set forth below is inserted in all
contracts entered into with any design professional or with any Contractors and any labor
organizations which furnish skilled, unskilled and craft union skilled labor, or which may
provide any materials, labor or services in connection with this Agreement:

Designs

“The Consultant warrants that all design documents produced for the City
under this Agreement shall comply with all federal, state and local laws
and regulations regarding accessibility standards for disabled or
environmentally limited persons including, but not limited to, the
following: Americans with Disabilities Act, 42 U.S.C. sec. 12101 et seq.;
41 C.F.R. part 60 et seq.; the Uniform Federal Accessibility Standards
(“UFAS”) or the Americans with Disabilities Act Accessibility Guidelines
for Buildings and Facilities (“ADAAG”); the Air Carrier Access Act, 49
Act. 410 ILCS 25/1 et seq., and the regulations promulgated thereto at 71
Ill. Adm. Code ch. 1, Sec. 400.110 et seq.; and all other applicable
statutes, rules, regulations and executive orders. In the event that the
above cited standards are inconsistent, the Consultant shall comply with
the standards providing greater accessibility.”

Construction Contracts

“All construction or alteration undertaken by Contractor under this
contract shall be performed in compliance with all federal, state and local
laws and regulations regarding accessibility standards for disabled or
environmentally limited persons including, but not limited to, the
following: Americans with Disabilities Act, 42 U.S.C. sec. 12101 et seq.;
41 C.F.R. part 60 et seq.; the Uniform Federal Accessibility Standards
("UFAS") or the Americans with Disabilities Act Accessibility Guidelines
for Buildings and Facilities ("ADAG"); the Air Carrier Access Act, 49
U.S.C. § 41705, et seq. ("ACAA"); the Illinois Environmental Barriers
Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at 71
III. Adm. Code ch. 1, Sec. 400.110; and all other applicable statutes, rules, regulations and executive orders. The Contractor shall, prior to construction, review the plans and specifications and notify Airline and the City in the event that the plans and specifications are not in compliance with the above referenced standards.”

Section 10. Boarding and Deplaning Assistance

(A) Airline Responsibilities

i. As required by 14 C.F.R. § 382.95(b), Airline “must . . . provide boarding and deplaning assistance through the use of lifts or ramps at [O’Hare] where boarding and deplaning by level-entry loading bridges or accessible passenger lounges is not available.” Consistent with the requirements of 14 C.F.R. § 382, Airline shall be responsible for acquiring or making arrangement – whether directly or through its ground handlers, other airlines operating at O’Hare, CDA (as set forth below in Section (B) or otherwise – for boarding and deplaning assistance devices for use with its aircraft at O’Hare.

ii. Consistent with the requirements of 14 C.F.R. § 382.141, Airline shall ensure that those personnel involved in providing boarding and deplaning assistance through the use of lifts, ramps or other accessibility devices are properly trained in the use and operation of the devices and appropriate boarding and deplaning assistance procedures that safeguard the safety and dignity of passengers.

iii. As explained in 66 Federal Register 22107, the use of a boarding chair to carry a passenger up or down stairs is only permitted in “abnormal circumstances (e.g., if a lift breaks down),” and “is conditioned on the passenger’s consent (except in the case of emergency evacuations).” Furthermore, pursuant to 14 C.F.R. § 382.101, Airline personnel “must never use hand-carrying (i.e., directly picking up the passenger's body in the arms of one or more carrier personnel to effect a level change the passenger needs to enter or leave the aircraft), even if the passenger consents, unless this is the only way of evacuating the individual in the event of an emergency.”

(B) CDA Mechanical Lift

i. The City owns a mechanical lift (“CDA Lift”) that can be used to board and deplane mobility-impaired passengers on aircraft covered by 49 CFR § 27.72.

ii. Airline may request the right to use the CDA Lift at O’Hare to satisfy its obligations under the Air Carrier Access Act (49 U.S.C. § 41705) and the regulations promulgated thereunder (14 CFR § 382.95) and will be allowed to use the CDA Lift, on the terms and conditions set forth herein.

iii. The City will make the CDA Lift available to Airline on a first-come, first-serve basis with other airlines. The City shall have no liability to Airline if the CDA Lift is not available at the time required by Airline.
(C) Agreements and Acknowledgements

i. Airline hereby acknowledges and agrees that the CDA Lift is made available to Airline “as is.” The City makes no warranty or representation, either express or implied, as to the design or condition of, or as to the quality of the CDA Lift, and the City makes no warranty of merchantability of fitness for a particular purpose or any component thereof as to any other matter, it being agreed that all such risks, as between the City and Airline, are to be borne by Airline, and the benefits of any and all implied warranties of the City are hereby waived by Airline.

ii. Airline agrees that it will only use and operate the CDA Lift with trained City personnel: (i) in accordance with the manufacturer’s instructions and the requirements of all applicable laws and regulations; (ii) on aircraft that are compatible with the CDA Lift; (iii) with Airline personnel or Airline’s ground handler personnel who have been properly trained to assist passengers on or off of the CDA Lift; (iv) with reasonable care; and (v) in connection with aircraft that Airline is authorized to operate or ground handle.

iii. Airline further agrees to take good care of the CDA Lift when using it, reasonable wear and tear excepted. Airline agrees to reimburse the City promptly after written demand for any costs incurred by the City in repairing or replacing the CDA Lift, if it was damaged or destroyed while in Airline’s possession or under its control.

Section 11. Inspector General

Pursuant to Article 16 of this Agreement, Airline shall ensure that the provision set forth below is inserted in all contracts or agreements entered into with any contractors, subtenants or licensees/sub-licensees, and any work or service providers providing any materials, labor, or services in connection with this Agreement, including but not limited to design professionals and Project Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor:

“[Contractor/Subtenant] and all of its [subcontractors/subtenants] have a duty to cooperate with the Inspector General of the City of Chicago in any investigation or hearing, if applicable, undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. [Contractor/Subtenant] understands and will abide by all provisions of that chapter. All [subcontracts/subtenant agreements] must inform [contractors/subtenants] of this provision and require understanding and compliance with it.”

Additionally, with respect to any work or services to be paid by the City, pursuant to MCC 2-156-018 it is the duty of Airline, and any of its Project Contractors, to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. “Corrupt activity” means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such
a report will be an event of default under any applicable reimbursement agreement. Reports may be made to the Inspector General’s toll-free hotline, 866-IG-TIPLINE (866-448-4754).

Section 12. Multi-Project Labor Agreement

The City has entered into the Multi-Project Labor Agreement (“PLA”) with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work on City property, as described in the PLA, a copy of which may be found on the City’s website at:


To the extent that Airline engages in work subject to the PLA, whether or not reimbursed by the City, Airline acknowledges familiarity with the requirements of the PLA and shall comply with them.

Section 13. Minimum Wage and Other Labor Laws

Airline will comply with all applicable federal, state, and local labor laws and regulations, including, without limitation: the Fair Labor Standards Act, 29 U.S.C. § 201; the Occupational Safety and Health Act, 20 CFR Part 1910; and City minimum wage ordinances and executive orders and associated rules and regulations. This includes, without limitation, compliance with the wage requirements set forth in Mayoral Executive Order 2014-1, incorporated by reference, to the extent that the Order would apply to Airline’s activities.

Section 14. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

(A) Neither Airline or any person or entity who directly or indirectly has an ownership or beneficial interest in Airline of more than 7.5% (“Owners”), spouses and domestic partners of such Owners, Airline’s Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% (“Sub-owners”) and spouses and domestic partners of such Sub-owners (Airline and all the other preceding classes of persons and entities are together, the “Identified Parties”), shall make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee (as such term is defined in Municipal Code Chapter 2-156) (a) after execution of this Agreement by Airline, (b) while this Agreement or another agreement between Airline and the City (an “Other Contract”) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

(B) From the date the City approached Airline or the date Airline 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 the Mayor’s political fundraising committee.

(C) Airline shall not (i) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee; (ii)
reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor’s political fundraising committee; or (iii) bundle or solicit others to bundle contributions to the Mayor or to the Mayor’s political fundraising committee.

(D) The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this Section 14 or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this Section 14 or Mayoral Executive Order No. 2011-4.

(E) Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 14 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement and any Other Contract, for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including termination for default) under this Agreement, under any Other Contract, at law and in equity. This Section 14 amends any Other Contract with respect to the matters described herein and supersedes any inconsistent provision contained therein.

Section 15. Certification Regarding Lobbying

(A) Airline certifies by signing and submitting this Agreement, to the best of its knowledge and belief, that:

   i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Airline, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

   iii. Airline shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(B) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
Section 16. **Distracted Driving**

(A) In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

(B) In support of this initiative, the City encourages Airline to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Airline must include the substance of this Section 16 in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.
EXHIBIT Q

Air Service Incentive Program Annual Budget

Chicago O’Hare International Airport

Annual Not-To-Exceed Budgets

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Exhibit R
Short-Term Facilities Use Agreement
CITY OF CHICAGO

SHORT-TERM FACILITIES USE AGREEMENT

TENANT:

_____________________

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This SHORT-TERM FACILITIES USE AGREEMENT ("Agreement") is made by and between the City of Chicago (the "City"), a municipal corporation of the State of Illinois, and ___________________ ("Tenant"), a corporation organized and existing under the laws of the State of ________ and authorized to do business in the State of Illinois.

Article 1

DEFINITIONS

1.1 Definitions

All capitalized terms used in this Agreement, if not defined within this Agreement, shall have the meanings specified in Article 1, "Definitions," of the Signatory Airline Agreement.

The following words, terms and phrases shall, for purposes of this Agreement, have the following meanings:

“AAAC” or “Airline Airport Affairs Committee” means the Airline Airport Affairs Committee consisting of a representative designated by each Signatory Airline operating at the Airport.

“Agreement” means this Short-Term Facilities Use Agreement, together with its Exhibits, as hereafter amended or supplemented from time to time in accordance with its terms.

“Air Carrier” means a carrier certificated by the Secretary of the U.S. Department of Transportation as a Passenger Carrier under 49 U.S.C. § 41102 or a Cargo Carrier under 49 U.S.C. § 41103.

“Airline Airport Affairs Committee” or “AAAC” means the Airline Airport Affairs Committee consisting of a representative designated by each Signatory Airline operating at the Airport.

“Airport” means Chicago O’Hare International Airport, together with any additions thereto, or improvements or enlargements of it, later made, but any land, rights-of-way, or improvements which are now or later owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, are not deemed to be part of the Airport.

“Airport Rules” means, collectively, all rules, procedures, protocols and requirements currently effective and hereinafter amended, adopted or established by the City applicable to Airport operations and users, all of which are incorporated into and made a part of this Agreement, provided that such Airport Rules do not conflict with applicable provisions of state or federal law or the provisions of this Agreement.

“Applicable Laws” means, collectively, all applicable present and future federal, state and local laws, rules, regulations, orders and ordinances, as they may be amended from time to time, whether foreseen or unforeseen, ordinary as well as extraordinary, including without
implied limitation those relating to (i) health, sanitation and safety; (ii) the environment, including without limitation the Environmental Laws; (iii) access for persons with disabilities, including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; and (iv) airport security, including without limitation the regulations of the Transportation Security Administration, 49 CFR Parts 1540, 1542, 1544 et seq. This Agreement does not constitute a waiver by Tenant of whatever rights it may have to challenge a local law, rule, regulation or ordinance on the basis that it is pre-empted by State or Federal law.

“Artwork” means any work of visual art as defined in Section 101 of the Copyright Act.

“Assignment” means to assign, transfer, convey, sell, mortgage, pledge or encumber as described further in Section 4.2.

“Associated Party(ies)” means Tenant’s employees, contractors, subcontractors, agents, licensees, vendors, invitees (excluding passengers), and any other party that Tenant expressly authorizes to use its Premises (regardless of whether Tenant enters into a sublease or license with such party), and other parties under Tenant’s direction or control that come onto the Airport arising out of or relating to Tenant’s use or occupancy of the Airport.

“Bond Indenture” means the Master Indenture of Trust Securing Chicago O’Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of September 1, 2012, as the same may be amended, supplemented and restated from time to time, and any ordinance, credit agreement or indenture, or combination thereof adopted or authorized by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport, or any ordinance or indenture supplemental thereto.

“Cargo Carrier” means a carrier certificated by the Secretary of the U.S. Department of Transportation as a Cargo Carrier under 49 U.S.C. § 41103.

“CDA” or “Department of Aviation” means the Chicago Department of Aviation or any successor agency thereto.

“City” means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and (6)(a), respectively, of the 1970 Constitution of the State of Illinois.

“City Equipment” means moveable or permanent fixtures, furniture, millwork, technology systems, including SET components used by individual Passenger Carriers, and equipment located on or affixed to Tenant’s Premises, or elsewhere at the Airport, purchased, constructed or rented by the City or otherwise provided at the cost or expense of the City which the City makes available for use by Tenant subject to Section 3.3 and the City Equipment Charge.

“City Equipment Charges” means standardized cost-recovery fees calculated annually by the City for the use of City Equipment.
“City Indemnified Parties” means the City, its elected and appointed officials, officers, agents, employees, contractors, consultants and representatives.

“Claim” or “Claims” means any and all losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards and settlements as described further in Section 13.1.1.

“Commissioner” means the Commissioner of the Department of Aviation, her or his designee, or any successor to the duties of such official.

“Concluding Walk-Through” means a physical walk-through of Tenant’s Premises or any portion thereof by a representative or consultant of the City and Tenant prior to the date that such Premises are vacated or surrendered pursuant to this Agreement for the purpose of observing the environmental condition of Tenant’s Premises or any portion thereof and Tenant’s compliance with Section 14.10, the findings of which shall be documented in a report prepared by such City representative or consultant in consultation with Tenant.

“Contaminant” means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

“Contractor” means a person or firm hired by Tenant to act as an agent or independent contractor, whether or not Tenant is reimbursed by the City for costs of hiring such person or firm, as well as subcontractors of any such agent or independent contractor, in connection with or pursuant to the performance of any acts or obligations under this Agreement.

“Copyright Act” means the U.S. Copyright Act (17 U.S.C. § 101 et seq.).

“Department of Aviation” or “CDA” means the Chicago Department of Aviation or any successor agency thereto.

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

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

“Effective Date” means the Effective Date as described in Section 2.1.

“Environmental Claim” means any demand, cause of action, proceeding or suit for (a) damages (actual or punitive), injuries to person or property, taking or damaging of property or interests in property without just compensation, nuisance, trespass, damages to natural resources, fines, penalties, interest, or (b) losses, or for the costs of site investigations, feasibility studies,
information requests, health or risk assessments, contribution, settlement, or actions to correct, remove, remediate, Respond to, clean up, prevent, mitigate, monitor, evaluate, assess, or abate the Release of a Hazardous Substance or Other Regulated Material, or any other investigative, enforcement, cleanup, removal, containment, remedial, or other private or governmental or regulatory action at any time threatened, instituted, or completed pursuant to any applicable Environmental Law, or (c) to enforce insurance, contribution, or indemnification agreements being made pursuant to a claimed violation or non-compliance with any Environmental Law.

“Environmental Indemnitees” has the meaning set forth in Section 14.7.

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

“Exclusive Use Premises” means any office space, operation space, storage area, employee break room, baggage service office or other areas in the Terminal Complex designated for Tenant’s exclusive use, subject to Section 4.1.2 and as more fully described in the Premises Notice.

“FAA” or “Federal Aviation Administration” means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

“Facilities Maintenance Protocols” means the City’s policies, rules and protocols governing the maintenance of equipment and facilities at the Airport, as they shall be developed and may be amended from time to time by the Commissioner after consultation with the AAAC, which may include a matrix detailing operations and maintenance responsibilities of the City, Tenant, the Equipment and Services Consortium, and any other parties as indicated herein.
“Federal Aviation Administration” or “FAA” means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.


“Fiscal Year” means January 1 through December 31 of any year or such other fiscal year as the City may adopt for the Airport.

“Fixed Terminal Charges” means charges calculated under Article 8.

“GARBS” or “Airport Revenue Bonds” means any bonds, commercial paper notes, credit agreement notes and any other debt obligations of the City, outstanding at any time having a lien on Revenues as provided in the Bond Indenture.

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

“Initial Walk-Through” means a physical walk-through of the Premises by a representative or consultant of the City and Tenant prior to the date Tenant occupies the Premises or conducts operations thereon pursuant to this Agreement for the purpose of observing the environmental condition of Tenant’s Premises and Tenant’s state of compliance with Environmental Laws, the findings of which shall be documented in a report prepared by such City representative or consultant in consultation with Tenant.

“Main Terminal” means the terminal buildings, associated concourses and facilities, other than Terminal 5, as all such facilities may be modified, improved, or enlarged during the Term.


“NPDES” means the National Pollutant Discharge Elimination System.

“O&M Expenses” means the costs incurred by the City in operating and maintaining the Airport’s facilities.

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

“Passenger Carrier” means a Passenger Carrier certificated by the Secretary of the U.S. Department of Transportation under 49 U.S.C. § 41102.
“Premises” means any Exclusive Use Premises assigned to Tenant by the City under this Agreement.

“Premises Notice” means the notice described in Section 4.1 and in the form attached as Exhibit A.

“Release” or “Released” means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, Discharging, injecting, escaping, leaching, dumping or Disposing of any Hazardous Substance or Other Regulated Material into the environment.

“Response” or “Respond” means action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess or abate the Release of any Hazardous Substance or Other Regulated Material, or to prevent or abate any public nuisance.


“Shared Equipment and Technology” or “SET” means equipment owned and installed by the City for use in passenger processing, including without limitation equipment casework, supporting infrastructure, network wiring, flight information displays (“FIDS”), gate information displays (“GIDS”), the baggage information display system (“BIDS”), boarding gate readers, passenger processing workstations and self-service kiosks (for boarding passes and bag tagging), and other shared use technology (such as a reservation system portal open to all Passenger Carriers at the Airport).

“Signatory Airline” means an Air Carrier that has executed a Signatory Airline Use and Lease Agreement with the City. A Signatory Airline may be either a Long-Term Signatory Airline or a Short-Term Signatory Airline.

“Signatory Airline Use and Lease Agreement” means the “City of Chicago O’Hare International Airport Airline Use and Lease Agreement” executed between the City of Chicago and Signatory Airlines for the use of the Airport and lease of space in the Terminal Area.

“SWPPP” means Storm Water Pollution Prevention Plan.

“T-5” or “Terminal 5” means the terminal buildings, associated concourses and facilities designated as of the Effective Date as Terminal 5 of the Airport, as all such facilities may be modified, improved or enlarged during the Term.

“Term” means the lease term of this Agreement as further described in Article 2.

“Terminal 5” or “T-5” means the terminal buildings, associated concourses and facilities designated as of the Effective Date as Terminal 5 of the Airport, as all such facilities may be modified, improved or enlarged during the Term.

“Terminal Complex” means the Main Terminal and Terminal 5.
“Terminal Space Use Protocols” means the City’s policies, rules and protocols, as they shall be developed and may be amended from time to time by the Commissioner upon consultation with the AAAC, governing priorities, procedures and requirements for the assignment and use of Common Use Space, Preferential Use Space, and Exclusive Use Space in the Terminal Complex and on the Apron Area, including Gate Space, Check-in Space, and Baggage Systems use, assignment, scheduling and accommodation.

“TSA” means the Transportation Security Administration or other federal agency which assumes the oversight and functions of the Transportation Security Administration, if the Transportation Security Administration is abolished or combined with or merged into any other federal agency.

“VIP Lounge” means Exclusive Use Premises used by Air Carriers to provide premium services to its passengers.

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

“Waste Sections” has the meaning set forth in Section 16.12.

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

1.2 Interpretation

The terms “hereby,” “herein,” “hereof,” “hereunder” and any similar terms used in this Agreement refer to this Agreement.

The term “including” shall be construed to mean “including, without limitation.”

All references in this Agreement to Articles, Sections, subsections, clauses, provisions, sentences or Exhibits, unless otherwise expressly stated, are to Articles, Sections, subsections, clauses, provisions, sentences or Exhibits of this Agreement.

Words importing persons shall include firms, associations, partnerships, trusts, corporations, limited liability companies and other legal entities, including public bodies, as well as natural persons.

Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.
All references to a number of days mean calendar days, unless otherwise expressly indicated.

1.3 **Incorporation of Exhibits**

The following Exhibits attached hereto are hereby made a part of this Agreement:

Exhibit A  Permitted Uses

Exhibit B  Premises Notice

Exhibit C  Compliance with Laws

Any changes to the Exhibits that occur from time to time consistent with the terms of this Agreement shall be reflected in revised Exhibits provided by the City to Tenant. Such revised Exhibits shall be deemed to be effective without requiring a formal amendment to this Agreement.

**Article 2**

**TERM**

2.1 **Effective Date**

The Effective Date shall be such date as is mutually agreed to by the City and Tenant and reflected on the signature page of this Agreement.

2.2 **Term**

The City’s grant of rights to Tenant under this Agreement shall be on a month-to-month basis and continue until the earlier of (a) cancellation of this Agreement by either party for any reason upon thirty (30) days’ written notice to the other party, such cancellation to be effective at the end of the thirty (30) day notice period; (b) termination of this Agreement by the City in accordance with Section 17.1; or (c) expiration or earlier termination of the Signatory Airline Use and Lease Agreement with all Signatory Airlines (the “Term”).

**Article 3**

**RIGHTS AND PRIVILEGES**

3.1 **Tenant Rights, Privileges, Limitations and Prohibitions on Use of the Premises**

Subject to the terms of this Agreement and Airport Rules, including without limitation operating procedures and protocols that may be imposed by the Commissioner from time to time for the safe and secure operation of the Airport, Tenant shall have the right to use the Premises
on an exclusive basis. Tenant's use of the Premises shall be limited to the permitted uses described in Exhibit A (“Permitted Uses”). Tenant shall not use the Premises, and shall not cause or permit its Associated Parties to use the Premises, for any purpose other than as specified in this Agreement.

3.2 Communications Equipment and Antennae

Tenant has no right to install or use any telecommunications equipment or antennae on the roof or exterior of the Terminal Complex, unless (a) the installation and use are directly related to the conduct of Tenant’s business at the Premises and are in full compliance with Applicable Laws and Airport Rules, and (b) the installation is effected in compliance with the prior written consent of the City. Tenant will not license, sublease or in any other manner permit any other person to use any telecommunications equipment or antennae installed by Tenant at the Terminal Complex.

3.3 City Equipment

The City grants to Tenant a non-exclusive license to use, subject to City Equipment Charges and the City’s control and maintenance thereof in accordance with Section 11.1, City Equipment in the ordinary course of its business at the Airport and otherwise in accordance with this Agreement. Tenant agrees to accept and use City Equipment in its “as is” condition, without any representations or warranties of any kind whatsoever, express or implied, from the City as to any matters concerning City Equipment, and Tenant further agrees to assume all risk of loss, damage and injury arising out of Tenant’s use of City Equipment.

3.4 Exclusions and Reservations

3.4.1 The City reserves the right to offer Tenant SET, rubbish removal and other services, including, but not limited to, new technology-related services, as provided in Sections 11.1 and 11.4, and to charge Tenant for such services on a cost-recovery basis.

3.4.2 Tenant shall not, by action or failure to act, knowingly interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications (including Wi-Fi services), fire protection, utility, electrical or other systems installed or located from time to time at the Airport.

3.4.3 Tenant shall not do or permit to be done anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If Tenant shall do or permit to be done any act not permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act shall constitute a breach of this Agreement, which act or failure, in and of itself, causes an increase in City's insurance premiums, then upon written notice from the City to do so, Tenant shall promptly remedy or commence such actions as necessary to remedy or shall be subject to paying the increase in premiums to the extent caused by such act or failure of Tenant until the issue is remedied.
3.4.4 The City or its duly authorized representative may enter upon the Premises at any and all reasonable times and upon reasonable notice (except in emergency situations) for the purpose of determining whether or not Tenant is complying with the terms and conditions of this Agreement or for any other purpose incidental to the rights of the City; provided that such right of entry does not unreasonably interfere with Tenant’s operations. In the case of an emergency, the City shall provide as much notice as reasonably possible in light of the circumstances.

3.4.5 Tenant shall not use the Premises for the operation of any VIP Lounge, passenger club or lounge room.

3.5 Safety Management System

Tenant agrees to cooperate with the City’s implementation of a safety management system and safety risk management systems at the Airport including participation in committees, risk identification and assessment processes, training, and safety promotion and communication initiatives.

Article 4

TENANT’S PREMISES

4.1 Rights to Use Premises

4.1.1 Premises Notice. On or before the Effective Date, the City will issue to Tenant a Premises Notice, attached hereto as Exhibit B, that will designate which areas of the Airport the City will make available for Tenant’s use on an exclusive use basis.

4.1.2 Exclusive Use Premises. The City grants to Tenant, subject to the terms of this Agreement and Airport Rules, the exclusive right to use the Premises identified in the Premises Notice.

4.1.3 Condition of Premises. Except as otherwise expressly provided in this Agreement, including the City’s maintenance responsibilities under Section 11.1, Tenant specifically acknowledges and agrees that the City is permitting Tenant’s use of the Premises on an “as is with all faults” basis, and that Tenant is not relying on any representations or warranties of any kind whatsoever, express or implied, from the City, as to any matters concerning the Premises.

4.2 Assignment

Tenant shall not assign or transfer this Agreement or any right or interest herein or hereunder without first obtaining the City’s prior written consent, which consent may be withheld in the sole discretion of the City.

4.3 City’s Right of Entry
The City, by its officers, employees, agents, representatives, contractors, consultants and furnishers of utilities and other services, shall have the right at all times upon reasonable notice to enter Tenant’s Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, and for any other purpose necessary for or incidental to or connected with the performance of the City’s obligations hereunder, or in the exercise of its governmental functions or in the City’s capacity as Airport owner. The City shall make commercially reasonable efforts to conduct each inspection, repair or other activity in a manner that does not unreasonably interfere with Tenant’s operations. The City will provide forty-eight (48) hours advance notice pursuant to Section 18.3 (which additionally may be provided by telephone, accompanied with or separately by written notice or electronic mail) of any planned inspection or intrusive sampling to Tenant, except in emergencies, when advance notice shall not be required. Tenant shall have the right to accompany the City when any such inspection or sampling is performed, provided that the City is not required to unreasonably delay its inspection or sampling to enable Tenant to be present. The City shall repair any damage to Tenant’s Premises caused by such inspection or intrusive sampling and the cost of any repairs shall be an O&M Expense of the Terminal Complex. Notwithstanding the above, the City, its contractors and other agents’ right of entry to Tenant’s Premises to perform environmental inspections and sampling shall be governed exclusively by Section 14.2.

4.4 Quiet Enjoyment

The City covenants, unless otherwise provided by this Agreement, that, if Tenant shall perform all obligations and make all payments as provided herein, Tenant shall peaceably have and enjoy the Premises and all the rights, privileges, appurtenances and facilities granted herein, subject to the exercise of governmental police powers by either the City or any other governmental authority having jurisdiction over the Airport.

4.5 Surrender and Removal of Personal Property

4.5.1 Tenant covenants and agrees to surrender possession of the Premises (or a portion of the Premises, if applicable) upon:

(a) the expiration or early termination of this Agreement;

(b) partial termination of Premises under Section 15.2.2;

(c) termination of any holdover period

in substantially the same condition as of the Effective Date (or in the case of improvements or alterations made or fixtures installed subsequent thereto, then as of the date of such improvements, alternations, or fixtures were made or installed), reasonable wear and tear, damage from casualty and condemnation as described in Article 15 resulting in the termination of this Agreement, and repairs that are the responsibility of the City, all excepted. No act or thing done by the City during the term of this Agreement shall be deemed acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid, unless in writing and signed by the City. Tenant’s improvements to the Premises, if any, shall be removed unless the City agrees in writing to allow them to be left in place or an agreement between the City and Tenant allows them to be left in place.
4.5.2 In the event of such expiration or earlier termination, Tenant shall have thirty (30) days after such expiration or termination during which to remove personal property and trade fixtures; provided, however, the City shall have the right to assert such lien or liens against said property as the City may by law be permitted. Any damage to the Airport, the structure, the Premises or any fixtures located therein resulting from such removal shall be repaired or paid for by Tenant.

4.5.3 If, upon such expiration or earlier termination, Tenant shall fail to remove any personal property or trade fixtures as required herein, the City may, but without the obligation to do so, (a) remove said personal property and trade fixtures and hold them for the owners thereof, or may place the same in a public warehouse, all at the expense and risk of the Tenant; or (b) deem such property abandoned and keep such property or, after written notice to Tenant and at Tenant’s sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in the City’s possession and after the expiration of thirty (30) days sell the same, with notice and in accordance with applicable law, the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by Tenant to the City, and any remaining balance shall be credited to Tenant. If the expenses of such removal, storage, disposal or sale shall exceed the proceeds of sale, Tenant shall pay such excess to the City upon demand. Except where, and to the extent, caused by any willful and wanton act of the City, its agents, employees, contractors, officers or directors, Tenant shall indemnify, defend, release and hold harmless the City from any and all damage, cost and expenses related to said removal, storage, disposal and sale, which obligations shall survive expiration or earlier termination of this Agreement.

4.6 Hold Over

Tenant acknowledges it is bound to comply with all provisions of this Agreement until Tenant vacates the Premises. If Tenant holds over, refuses, or fails to give up the possession of the Premises or the relevant portion thereof, as applicable, on the expiration or earlier termination of this Agreement without express written consent of the City, no periodic tenancy will be deemed to be created, and the City shall have all rights and remedies under Applicable Laws to recover the Premises and damages, including recovery of interest, attorney’s fees and costs. In addition to continuing Fixed Terminal Charges payable, the City shall assess a holdover fee in the amount of twenty-five (25%) percent of the Fixed Terminal Charges payable for such Premises at the time of expiration or termination of this Agreement for the first sixty (60) days of such hold over and fifty percent (50%) of such Fixed Terminal Charges thereafter. Furthermore, if the City so elects, the City may accept payment of Fixed Terminal Charges from Tenant and concurrently commence legal proceedings to regain possession of the Premises. The foregoing provisions shall not serve as permission to Tenant to hold over, nor serve to extend the Term. The provisions of this Section 4.6 shall not operate as a waiver of any right of the City under this Agreement or Applicable Laws to re-enter and take possession of the Premises.

4.7 No Warranty of Condition or Suitability

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE CITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR THAT THE PREMISES SHALL BE SUITABLE FOR TENANT’S
4.8 City’s Title

The City’s title to the Premises and the Airport is and always shall be paramount to the interest of Tenant in the Premises. Nothing herein contained empowers Tenant to commit or engage in any act which can, shall or may encumber the title of the City.

Article 5

[RESERVED]

Article 6

[RESERVED]

Article 7

[RESERVED]

Article 8

CALCULATION OF RATES AND CHARGES

Tenant shall pay to the City Fixed Terminal Charges for its lease of the Premises based on the square footage of Exclusive Use Space leased by Tenant, as shown in the Premises Notice, multiplied, for Base Space (if any), by the Base Terminal Rental Rate and, for Discount Space (if any), by the Discount Terminal Rental Rate calculated by the City pursuant to Section 8.3.3 of the Signatory Airline Use and Lease Agreement. The City shall provide at least fifteen (15) days’ advance notice of the Terminal Rental Rate effective as of January 1 of each Fiscal Year, and at least ten (10) days’ advance notice of any adjusted Terminal Rental Rate pursuant to Section 8.16 of the Signatory Airline Use and Lease Agreement.
Article 9

PAYMENT OF RENTALS, FEES AND CHARGES AND SECURITY DEPOSIT

9.1 Payment of Rentals, Fees and Charges

Beginning on the Effective Date, Tenant shall pay to the City, on a monthly basis without invoice, not later than the first (1st) day of each month of each Fiscal Year, the amount of Fixed Terminal Charges based on the Terminal Rental Rates then in effect.

9.2 Place of Payment; Late Payments

All amounts due from Tenant hereunder shall be paid in lawful money of the United States of America, without deduction or set off, to the City of Chicago at the Office of the City’s Comptroller or at such other place as may be hereafter designated by the City. Tenant shall pay all amounts payable by Tenant hereunder by either check, wire transfer or electronic funds transfer (“EFT”) or Automatic Clearing House (“ACH”), subject to the City’s ability to receive these payments.

Any amount which is not paid within five (5) business days of when due and, if appropriate, when invoiced and such invoice is received by Tenant, shall bear an annualized interest charge from its due date at a rate three percent (3%) higher than the “US Prime Rate” as published in the Wall Street Journal or similar successor index of national recognition as determined by the Commissioner.

9.3 Security Deposits

9.3.1 Delivery and Use of Security Deposit

(a) Tenant shall provide to the City a security deposit equal to Tenant’s estimated Fixed Terminal Charges for three (3) months.

(b) The Security Deposit shall be in the form of a surety bond the terms of which are acceptable to the City or a letter of credit meeting the requirements set forth in Section 9.3.1(c) to secure Tenant’s performance and observance of Tenant’s obligations under this Agreement.

(c) The City may deduct from the Security Deposit an amount equal to: (i) any sums payable to the City under this Agreement; (ii) an amount equal to the City’s reasonable costs of recovering possession, and any and all other damages legally recoverable by the City, together with reasonable out-of-pocket costs and expenses incurred by the City, upon the termination of this Agreement. In any such event, Tenant shall again meet the Security Deposit requirement set forth in Section 9.3.1(a) above within seven (7) days from its receipt of such written notice.

9.3.2 Letter of Credit Requirements
(a) For a Security Deposit in the form of a letter of credit, such letter of credit shall be an irrevocable commercial standby letter of credit for the amount of the Security Deposit in form and substance reasonably acceptable to the City that meets the following criteria:

(i) the letter of credit shall provide for its continuance for at least one year from issuance and for automatic extension for additional periods of at least one year from initial expiry date and each subsequent expiry date, unless the issuer of the letter of credit gives the City notice of its intention not to renew such letter of credit not less than sixty (60) days before such expiry date (a “Nonrenewal Notice”);

(ii) the letter of credit shall be payable upon the City’s presentation of the original of such letter of credit together with a sight draft to the issuer, accompanied by the City’s signed statement that the City is entitled to draw on such letter of credit without further notice to Tenant and hold the proceeds thereof;

(iii) the letter of credit shall be issued by a commercial bank reasonably satisfactory to the City which maintains a branch in Chicago, Illinois, provided that the Commissioner and the City Comptroller may jointly agree to waive the requirement set forth above that such financial institution maintain a branch in Chicago, for presentment for payment:

(1) that is chartered under the laws of the United States or any state thereof, or the District of Columbia;

(2) that is insured by the Federal Deposit Insurance Corporation;

(3) whose long-term, unsecured and unsubordinated debt obligations are rated by at least two of Fitch Ratings Ltd. (“Fitch”), Moody’s Investors Service, Inc. (“Moody’s”) and Standard & Poor’s Ratings Services (“S&P”) or their respective successors (the “Rating Agencies”) with ratings of not less than A- from Fitch, A3 from Moody’s and A- from Standard & Poor’s (the “Long-Term LC Issuer Requirements”); and

(4) whose short-term rating from at least two Rating Agencies is not less than F2 from Fitch, P-2 from Moody’s and A-2 from S&P (the “Short-Term LC Issuer Requirements” and, together with the Long-Term LC Issuer Requirements, the “LC Issuer Requirements”).

(iv) If at any time the LC Issuer Requirements are not met, or if the financial condition of such issuer changes in any other materially adverse way, then Tenant shall within ten (10) days of written notice from the City deliver to the City a replacement letter of credit which otherwise meets the requirements of this Agreement and that meets the LC Issuer Requirements.

(b) The letter of credit shall remain in effect until the date which is thirty (30) days after the Term.
(c) The City shall consent to reduce or release such letter of credit when and as this Agreement would entitle Tenant to any reduction or release of the Security Deposit.

9.3.3 Use of Letter of Credit

If any of the following occurs, then the City may draw upon the balance of the letter of credit in an amount equal to the aggregate amount of the Security Deposit this Agreement then requires: (A) the issuer delivers a Nonrenewal Notice that such issuer no longer intends to maintain a branch in Chicago, Illinois and Tenant fails to deliver a replacement letter of credit that complies with this Agreement within thirty (30) days after Tenant receives the Nonrenewal Notice (for purposes of which, the parties shall reasonably cooperate to facilitate the simultaneous exchange of the old letter of credit for the new letter of credit); (B) the happening of any instance in which the criteria set forth in Section 9.3.2(a) are not met; or (C) if the remaining term of the letter of credit is at any time less than thirty (30) days, but Tenant has not delivered an extension or renewal of such letter of credit for at least one year.

Article 10

[RESERVED]

Article 11

ADDITIONAL OBLIGATIONS OF THE TENANT AND THE CITY

11.1 Operation, Maintenance, Replacement and Repair

11.1.1 Tenant shall, in accordance with the Facilities Maintenance Protocols, be responsible for and shall perform or cause to be performed, maintenance and repair of its Premises, and equipment owned by Tenant at the Airport. Tenant shall, at all times:

(a) keep all fixtures, equipment and personal property in a clean, safe, sanitary and orderly condition and appearance;

(b) maintain all fixtures, equipment and personal property owned by Tenant and its Premises in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements and inside painting, such repairs, replacements and painting by Tenant to be of a quality and class not inferior to the original material and workmanship;

(c) for any equipment installed in or on the Premises that is purchased using the proceeds of any financing sponsored by the City, repair, maintain and replace such equipment as is necessary to assure that at the end of the term hereof the fair market value of such equipment and its remaining useful life will be consistent with, and sufficient to establish for applicable tax and accounting purposes, ownership of such equipment by the City; and
(d) either directly or through a Contractor (which Contractor shall obtain a City permit), dispose of its garbage, debris and other waste materials (excluding snow and ice).

If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Tenant requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, Tenant shall post guards or erect barriers or other safeguards at such locations as required and approved by the City and the FAA. Compliance with such requirements shall not relieve Tenant from its liability for the safe performance of its obligations under this Agreement.

11.1.2 Tenant shall maintain its assets at the Airport and City facilities for which it has responsibility to maintain all in accordance with the Facilities Maintenance Protocols to provide a safe, functional and compliant operating environment, and thereby protect the environment and the health of the traveling public and other users of the Terminal Complex.

11.2 Taxes, Licenses and Permits

11.2.1 Subject to Section 11.2.2, Tenant shall pay or cause to be paid any and all taxes and shall obtain or cause to be obtained any and all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by Tenant at the Airport, including any and all taxes and other charges in connection with Tenant’s lease, use or occupancy of the Premises. Tenant may contest any such taxes as provided in Section 13.1.2(b).

11.2.2 The City shall pay as an O&M Expense any and all applicable taxes or special assessments which may be levied or assessed upon the Premises, except, however, any taxes associated with or assessed on any personal property or leasehold interests of Tenant located on such Premises shall be the obligation of Tenant and, as such, shall be paid by Tenant and not by the City.

11.2.3 Tenant shall not permit a lien or encumbrance to attach to the Premises or the Airport by reason of any failure to pay taxes for which it is responsible.

11.3 Performance by the City upon Failure of Tenant

If Tenant or its Contractor (a) fails to perform for a period of thirty (30) days after written notice from the City to Tenant in accordance with Section 18.3 any obligation required under this Article 11; or (b) if the obligation cannot be performed within thirty (30) days and Tenant has failed to initiate corrective action within the thirty (30) days of the City’s notice or fails to diligently pursue such corrective action once initiated, then the City may perform such obligation of Tenant (or its Contractor) without further notice and charge Tenant for the costs of its performance plus an administrative fee of fifteen percent (15%); provided, however, that if Tenant’s failure to perform any such obligation endangers the health or safety of persons or the safety of operations at the Airport and the City so states in its notice to Tenant, the City may perform such obligation of Tenant (or its Contractor) without waiting thirty (30) days after its notice if Tenant does not take prompt action to address the issue after City has given such notice and charge Tenant for its costs of its performance plus an administrative fee of twenty-five
percent (25%). For any notices relating to this Section 11.3, the parties agree that written notice (in the forms provided in Section 18.3) is required but that the City may, at its option, provide supplemental notice by electronic mail to Tenant.

11.4 Utilities

11.4.1 Tenant shall be solely responsible for paying all utilities provided to Tenant, its Contractors, agents and employees at the Premises.

11.4.2 The City shall provide or cause to be provided the following utility services to the Premises in reasonable amounts and at pressures appropriate for Tenant operations: water, electricity, gas, fire suppression systems, sewage outlets, heating, ventilation and air conditioning. The City shall reasonably determine the points in the Premises where such services will be made available to Tenant, after consultation with Tenant. In the event Tenant desires to change the points of supply by the City, the expense of making such changes or alterations shall be at the sole cost of Tenant. Any additional utility services requested by Tenant and not otherwise provided by the City shall be provided only with the City’s approval and shall be subject to separate tariffs imposed, if any, by the applicable utility.

11.4.3 Except where, and to the extent, caused by any willful and wanton act of the City, its agents, employees, contractors, officers, directors or predecessors in interest, Tenant expressly waives any and all claims against the City for damages arising or resulting from failures or interruptions of utility services or any failure of performance by an independent party providing utility services to the Premises, including electricity, gas, water, plumbing, sewage, telephone, communications, heat, ventilation, air conditioning, or for the failure or interruption of any public or passenger conveniences.

11.5 City Ownership of Airport

Tenant agrees and irrevocably elects, with respect to itself and any successors in interest under this Agreement it will not claim depreciation or an investment credit for purposes of federal income taxes with respect to any portion of the Airport except an improvement or project that has been solely financed by Tenant.

Article 12

[RESERVED]

Article 13

INDEMNIFICATION AND INSURANCE

13.1 Indemnification

13.1.1 Tenant agrees to defend, indemnify and hold harmless the City Indemnified Parties to the maximum extent allowed by applicable statutes and case law, from
and against any and all Claims, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property, arising out of or relating to:

(a) the tortious acts or omissions of Tenant or its Associated Parties;

(b) Tenant’s or its Associated Party’s use or occupancy of the Airport and the Premises;

(c) the violation by Tenant of this Agreement or of any law, ordinance, regulation or court order affecting the Airport; or

(d) suits of whatever kind or nature alleging violations of any federal or state laws as a result of any actions taken by Tenant or its Associated Parties, or Tenant’s failure to comply with obligations imposed upon Tenant or its Associated Parties, pursuant to this Agreement;

and Tenant will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. To the extent City Indemnified Parties reasonably expend any cost and expense, including attorney fees, in investigating or responding to such claims, demands and suits, Tenant will reimburse the City Indemnified Parties for all such costs and expense, subject to Section 13.1.7.

13.1.2 Without limiting the foregoing, Tenant also agrees to defend, indemnify and hold harmless the City Indemnified Parties:

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

(b) from, and to assume all liability for, and to pay, all taxes and assessments for payment of which the City may become liable and which by law may be levied or assessed on the Premises occupied by Tenant pursuant to this Agreement (excluding those taxes which are the City’s responsibility pursuant to Section 11.2.2), or which arise out of the operations of Tenant or by reason of Tenant’s occupancy of its Premises. However, Tenant may, at its own risk, cost and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are necessary to permit Tenant to contest or appeal the same. Tenant shall be responsible for obtaining bills for all of said taxes and assessments for which Tenant is responsible directly from the taxing authority and shall promptly deliver to the City copies of receipts of payment. In the event the City receives any tax billings, it will forward said billings to Tenant as soon as practicable.

13.1.3 Without limiting the foregoing, Tenant shall cause any Contractor to agree to protect, defend, indemnify and hold the City Indemnified Parties free and harmless from and against any and all claims, damages, demands, and causes of action of all kinds including
claims of property damage, injury or death, in consequence of granting the relevant Contract or arising out of or being in any way connected with the Contractor’s performance under this Agreement except for matters shown by final judgment to have been caused by or attributable to the negligence of any City Indemnified Party to the extent prohibited by 740 ILCS 35/1 et seq. The indemnification provided herein shall be effective to the maximum extent permitted by applicable statutes. To the extent Contractor fails to defend any and all claims, demands or suits against the City Indemnified Parties including claims by any employee, Contractors, agents or servants of Contractor even though the claimant may allege that a City Indemnified Party is or was in charge of the work or that there was negligence on the part of a City Indemnified Party, Tenant shall be responsible for such defense. To the extent City Indemnified Parties reasonably expend any cost and expense, including attorney fees, in investigating or responding to such claims, demands and suits, Tenant will reimburse the City Indemnified Parties for all such costs and expense, subject to Section 13.1.7. “Injury” or “damage,” as such words are used in this Section 13.1 shall be construed to include injury, death or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors, agents, servants or employees, of any scaffolding, hoist, cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by the City. Notwithstanding Tenant’s obligation to cause any Contractor to agree to the requirements set forth in this Section 13.1.3 Tenant’s failure to cause Contractor to do so shall not constitute a breach hereof, provided that Tenant performs all such actions Contractor would have been required to perform under this Section 13.1.3, including indemnifying and defending the City, itself.

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

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

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

13.1.7 Notwithstanding the provisions of this Section 13.1, in the event that the City and Tenant mutually agree or a court of competent jurisdiction determines by a final order that (a) a City Indemnified Party’s negligence is at least fifty-one (51%), or (b) a City Indemnified Party’s willful and wanton misconduct is any percentage, of the total fault which proximately caused the Claims, Tenant’s obligation to indemnify the City for amounts to be paid
in connection with the Claims shall be limited to the amount attributable to Tenant’s and its
Associated Parties’ proportionate share of the total fault which proximately caused the Claims.
The City and Tenant agree, however, that this Section 13.1.7 is not intended to obviate or lessen
in any way Tenant’s duty to defend the City Indemnified Parties; provided, however, that to the
extent the City and Tenant mutually agree or a court of competent jurisdiction rules that the
Claims were the result of the sole negligent act or omission or the willful and wanton misconduct
of a City Indemnified Party, the City shall reimburse Tenant for its proportionate share of the
costs of defense, including, but not limited to, attorneys’ fees and court costs. For the avoidance
of doubt, the City shall reimburse Tenant for all defense costs Tenant incurred with respect to
defending the City Indemnified Parties against Claims to the extent that the City and Tenant
mutually agree or a court of competent jurisdiction rules that such Claims were the result of the
sole negligent act or omission of a City Indemnified Party.

13.1.8 Notwithstanding the provisions of this Section 13.1, Tenant’s
indemnification obligations for Environmental Claims are set forth in Section 14.7.

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

13.1.10 Subject to Section 13.1.7, Tenant shall be liable for any loss or damage
to any personal property or equipment of Tenant, its agents, servants, employees, officials, or
independent contractors.

13.1.11 Tenant waives the right of contribution against the City Indemnified
Parties, subject to Section 13.1.7, and subrogation against the City Indemnified Parties.

13.1.12 This Section 13.1 shall survive expiration or early termination of this
Agreement. Tenant understands and agrees that any insurance protection furnished by Tenant
pursuant to Section 13.2 shall in no way limit Tenant’s responsibility to indemnify and hold
harmless the City under the provisions of this Agreement.

13.2 Insurance

13.2.1 Insurance Coverage Required. Tenant shall procure and maintain at all
times, at Tenant’s own expense, the types of insurance specified below, with insurance
companies having an AM Best rating of A- or better, financial size rating of IV or better; or for
those insurance companies not subject to AM Best’s rating (a) an equivalent financial strength
rating from S&P or (b) as determined by the City in its sole discretion, a similar nationally or
internationally recognized reputation and responsibility, or as reasonably approved by the City,
covering all operations under this Agreement performed by Tenant. The kinds and amounts of
insurance required are as follows:

(a) Workers’ Compensation and Employer’s Liability Insurance. Workers’ Compensation Insurance, as prescribed by Applicable Law, covering all employees
who are to provide a service under this Agreement with statutory limits. Such insurance shall
include Employer’s Liability Insurance coverage with limits of not less than $1,000,000 each accident; $1,000,000 disease-policy limit; $1,000,000 disease-each employee. Coverage shall include other states endorsement, alternate employer and voluntary compensation, when applicable.

(b) Commercial General/Tenant Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent coverage with limits of not less than $10,000,000 per occurrence and in the aggregate for war risks and allied peril for bodily injury (including death), personal injury and property damage liability. Such insurance shall include but not be limited to: all premises and operations, products/completed operations, war risk and allied peril liability (including terrorism), explosion, collapse, underground, separation of insureds, defense, independent contractors, liquor liability and blanket contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City shall be named as an additional insured on the policy and coverage shall be at least as broad as that afforded the named insured. The additional insured coverage shall not have any limiting endorsement or language under the policy such as but not limited to, Tenant’s sole negligence or the City vicarious liability. Tenant’s insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by the City.

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

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles are used in connection with work to be performed by or on behalf of Tenant, Tenant shall provide Automobile Liability Insurance with limits of not less than $10,000,000 per occurrence combined single limit, for bodily injury and property damage for any auto including owned, non-owned or hired autos; provided, however, that Tenant may reduce the foregoing amount to $1,000,000 per occurrence combined single limit so long as Tenant’s Commercial General/Tenant Liability Insurance or equivalent coverage includes excess auto liability.

(d) All Risk Builders Risk Insurance. When Tenant undertakes any construction at the Airport, including improvements, betterments or repairs, Tenant shall provide or cause its Contractor to provide All Risk Blanket Builder’s Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage extensions shall include boiler and machinery, earthquake and flood.

(e) All Risk Property Insurance. All Risk Property Insurance shall be maintained at replacement cost valuation basis covering all loss, damage, or destruction for Tenant’s improvements and betterments on the Premises and personal property in Tenant’s care, custody and control at the Airport. Coverage shall include but not limited to boiler and machinery, earthquake, flood, sprinkler leakage, debris removal and business interruption and extra expense. Tenant shall be responsible for all loss or damage to personal property owned, rented or used by Tenant.
13.2.2 Additional Requirements

(a) **Evidence of Insurance.** Tenant will furnish the Commissioner, with original Certificates of Insurance (or copies thereof) and a copy of the additional insured endorsements where applicable evidencing the coverage required to be in force on the date of this Agreement, as well as renewal Certificates of Insurance and additional insured endorsements, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Tenant shall submit evidence prior to the Effective Date. The receipt of a certificate or other insurance evidence does not constitute an agreement by the City that the insurance coverage required in this Agreement has been fully met or the insurance policies indicated on the certificate or other evidence of insurance provided are in compliance with all the Agreement requirements. Failure of the City to obtain certificates or any other insurance evidence from Tenant showing compliance with these requirements of the Agreement is not a waiver by the City of any requirements for Tenant to obtain and maintain the specified coverages. Tenant shall advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Tenant for liabilities that may arise from or relate to the Agreement. The City reserves the right to inspect complete, certified policy copies (or electronic copies thereof) of any required insurance at a mutually agreed location within the State of Illinois within ten (10) days of the City’s written request.

(b) **Failure to Maintain Insurance.** The insurance hereinbefore specified shall be carried during the term of this Agreement. If Tenant fails to carry or keep such insurance in force, the City may terminate this Agreement pursuant to Section 17.1.8.

(c) **Notice of Cancellation, Material Change and Non-Renewal.** Tenant shall provide for thirty (30) days’ advance notice to the City in the event coverage required in this Agreement (except coverage for war and allied peril risk for which Tenant shall provide seven (7) days’ advance notice or such other period as may be agreed by the City and Tenant) has substantially changed, canceled, or non-renewed. Upon the earlier of Tenant’s receipt of a cancellation notice for non-payment of premium or Tenant’s knowledge thereof, Tenant shall provide immediate notice to the City of such cancellation or impending cancellation with Tenant’s written plan for curing such non-payment and preventing non-payment of premiums thereafter.

(d) **Insurance Required of Contractors.** In each contract with any Contractor, Tenant shall require such Contractor to obtain insurance coverages to adequately cover risks associated with any such Contractor that are reasonably appropriate in their limits and other terms and conditions to the nature of the contract and standard in the industry within which such Contractors practices. Such coverages shall insure the interests of the City, its employees, elected officials, agents and representatives including naming the City of Chicago as an additional insured on an additional insured form acceptable to the City. Tenant is also responsible for ensuring that each Contractor has complied with the required coverage and terms and conditions outlined in this Section 13.2.2. When requested by the City, Tenant shall provide, or cause to be provided, to the City certificates of insurance and copies of additional insured endorsements or such other evidence of insurance, acceptable in form and content to the City. The City reserves the right to inspect complete, certified policy copies (or electronic copies
thereof) of any required insurance at a mutually agreed to location within the State of Illinois within ten (10) days of the City’s written request. Failure of any Contractor to comply with required coverage and terms and condition outlined herein will not limit Tenant’s liability or responsibility hereunder.

(e) **No Limitation as to Tenant’s Liabilities.** Tenant expressly understands and agrees that any insurance coverages and limits furnished by Tenant shall in no way limit Tenant’s liabilities and responsibilities specified within this Agreement or by Applicable Law.

(f) **Waiver of Subrogation.** Tenant waives and shall cause its insurers to waive, and Tenant shall cause each of its Contractors and each of Contractor’s insurers to waive, their respective rights of subrogation against the City Indemnified Parties for recovery of damages to the extent these damages are covered by the following insurance obtained by Tenant pursuant to this Agreement; (1) Worker’s Compensation and Employer’s Liability Insurance; (2) Commercial General/Tenant Liability Insurance (primary and umbrella); (3) Automobile Liability Insurance; (4) All Risk Blanket Builder’s Risk Insurance; and (5) All Risk Property Insurance. With respect to the waiver of subrogation for Worker’s Compensation and Employer’s Liability Insurance, Tenant shall obtain an endorsement equivalent to WC 00 03 13 to effect such waiver.

In the event the insurers of Tenant or the insurers of any Contractor should seek to pursue contribution or a subrogation claim against the City, Tenant shall be responsible to pay all cost of defending such claims, including actual attorney’s fees of counsel of the City’s choosing, subject to Section 13.1.7.

(g) **Tenant Insurance Primary.** Tenant expressly understands and agrees that any insurance maintained by the City shall apply in excess of and not contribute with insurance provided by Tenant under this Agreement. All insurance policies required of Tenant under this Agreement shall be endorsed to state that Tenant’s insurance policy is primary and not contributory with any insurance carried by the City.

(h) **Insurance Limits maintained by Tenant.** If Tenant maintains higher limits than the minimum required herein, the City requires and shall be entitled to coverage for the higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City, as their interest may appear.

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

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

(k) **Self-Insurance of Tenant.** Tenant may not self-insure any portion of any limit of primary coverage required hereunder unless specifically permitted under this Section 13.2 or otherwise permitted by the City in extraordinary circumstances. It is understood
that in any instance in which Tenant is permitted to and chooses to self-insure a portion of the
limit of primary coverage required hereunder, Tenant, as a self-insurer, has the same duties and
obligations to the City (e.g. obligation to provide a defense for covered claims) and to the City’s
liability insurer(s) as a primary liability insurer has to excess insureds and excess insurers under
a standard ISO policy form even though Tenant’s self-insurance is not on a standard ISO form.
For purposes of this subsection, self-insurance shall not be construed to include deductibles that
apply on a per-Occurrence basis.

(l) City’s Right to Modify. The City maintains the right, based on
commercially reasonable standards, to modify, delete, alter or change the requirements set forth
under this Section 13.2 with thirty (30) days’ prior written notice to Tenant.

Article 14

ENVIRONMENTAL MATTERS

14.1 Tenant Representations, Warranties, and Covenants

Tenant represents, warrants, and covenants the following with respect to its use of the
Airport pursuant to this Agreement:

14.1.1 Tenant has obtained and throughout the term of this Agreement shall
regularly maintain and timely update all applicable licenses, permits, registrations and other
authorizations and approvals required under Environmental Laws, and shall provide any notices
required under Environmental Laws, for conducting its operations at the Airport during the term
of this Agreement. Tenant shall ensure that its Associated Parties obtain, maintain and update all
applicable licenses, permits, registrations and other authorizations required by Environmental
Law pertaining to its and their use of and operations at the Airport.

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

14.1.3 Tenant shall not conduct its operations at the Airport during the Term
of this Agreement in such a manner so as to cause, unlawfully allow or contribute to, and shall
ensure that its Associated Parties do not cause, unlawfully allow or contribute to:

(a) any Release, Discharge or Disposal of any Hazardous Substance or
Other Regulated Material at the Airport, unless authorized by an Environmental Law;

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

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

(d) any Release, Discharge or Disposal to soil or Waters at, underlying, or adjacent to the Airport in violation of any applicable Environmental Law; or

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

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

14.1.5 Tenant shall be, and shall ensure that its Associated Parties are, responsible for the proper transportation and Disposal of all Hazardous Substances or Other Regulated Material generated by Tenant or its Associated Parties, or resulting from Tenant’s use, activities, and operations, at the Airport during the term of this Agreement, including those activities and operations conducted by its Associated Parties. In such cases, in the event a signature as “Generator” is required on waste manifests, waste profile sheets or generator’s certifications of non-special waste, Tenant shall ensure that either Tenant or its appropriate Associated Party(ies) signs such documents. Tenant shall be responsible for the proper removal, transportation, and Disposal of Hazardous Substances or Other Regulated Material confiscated by the Transportation Security Agency (“TSA”) or the City, but only with respect to the Premises.

14.1.6 Tenant shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of any structural controls (above-ground or below-ground), as defined below, used to treat sanitary sewer waste and storm water runoff operated by Tenant or its Associated Parties on the Premises during the term of this Agreement. Maintenance frequencies for any such structural controls shall be established by Tenant in a reasonable manner in accordance with industry standards and applicable Environmental Law to ensure effective operation of such controls and to prevent failures of such controls that could result in the Discharge, Release or Disposal of pollutants in violation of any applicable Environmental Law. Tenant shall ensure that environmental records required to be kept by applicable law, including the O’Hare SWPPP, are maintained on-site for a period of three (3) years, unless a different document retention requirement is provided by applicable law. Structural controls to be maintained by Tenant shall include, but not be limited to: oil/water separators (both storm and sanitary sewer), grease traps, sand traps, diversion valves, shut-off valves, storm sewer drain filters, trench drains, catch basins, rain gardens, and retention/holding ponds and any other structural controls. Tenant shall remove and properly Dispose of any Waste in said designated structural controls maintained by Tenant prior to vacating the Premises.
14.1.7 Tenant shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of any air pollution control equipment required by any applicable Environmental Law operated by Tenant or its Associated Parties on the Premises during the term of this Agreement. Maintenance frequencies for any such air pollution control equipment shall be established by Tenant in a reasonable manner in accordance with industry standards, the provisions of applicable air permits and applicable Environmental Law to ensure effective operation of such equipment and to prevent failures of such equipment that could result in the emission of pollutants in violation of any applicable Environmental Law. Tenant shall ensure that environmental records required to be kept by applicable law are maintained on-site for a period of three (3) years, unless a different document retention requirement is provided by applicable law. The air pollution control equipment units to be maintained by Tenant shall include, but are not limited to: scrubbers, filters, adsorbers, condensers, precipitators, and other equipment. Tenant shall remove and properly Dispose of any Waste in said designated air pollution control equipment operated by Tenant prior to vacating the Premises.

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

14.1.9 Tenant acknowledges that the City is subject to certain NPDES permits, state and federal storm water regulations, federal and state effluent limitation guidelines, and MWRD standards for operations at the Airport. Tenant shall conduct operations and activities at the Airport, including but not limited to de-icing, anti-icing, and construction, and shall ensure that its Associated Parties conduct operations and activities at the Airport in compliance with applicable Environmental Laws. Tenant acknowledges that its reasonable cooperation is necessary to ensure Airport’s compliance with any applicable NPDES storm water permits and effluent limitation guidelines under Environmental Laws. Tenant shall minimize the exposure to storm water of materials generated, stored, handled, or used by Tenant or its Associated Parties at the Airport including Hazardous Substances or Other Regulated Material, by implementing and requiring implementation of certain written “Best Management Practices” as defined by and required under Environmental Laws, and shall make them available to the City upon reasonable request. Tenant further acknowledges that any effluent limitation guidelines in any NPDES storm water discharge permit issued to the City and timely provided to Tenant applicable to Tenant are incorporated by reference into this Agreement to the extent affecting Tenant’s operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or necessitating Tenant’s reasonable cooperation to assure the City’s compliance therewith. The City shall provide advance notice to Tenant of and a reasonable opportunity to
comment on, and shall otherwise endeavor to negotiate reasonable and cost effective terms and conditions of, any permits issued to the City which may affect Tenant’s operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or which may necessitate Tenant’s reasonable cooperation to assure the City’s compliance therewith.

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

14.1.11 Tenant, prior to vacating or surrendering any portion of its Premises for any reason, shall:

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

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

(c) comply with applicable Environmental Laws regarding the closing or removal from service of any underground or aboveground tanks, vessels, and containers operated or owned by Tenant or its Associated Parties and located on Tenant’s Premises, provided, however, that Tenant shall have no such obligation with respect to any airport hydrant fuel system maintained by an airport fueling consortium.

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

14.2 Right of Entry to Perform Environmental Inspections and Sampling

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

14.2.2 Tenant shall cooperate, and shall ensure that its Associated Parties cooperate, in allowing prompt, reasonable access to the City to conduct such inspection, assessment, audit, sampling, or tests. In the exercise of its rights under this Section, the City shall not unreasonably interfere with the authorized use and occupancy of the Premises by Tenant or Tenant’s Associated Parties. Tenant remains solely responsible for its environmental, health, and safety compliance, notwithstanding any City inspection, audit, or assessment.

14.3 Information to be Provided to the City

14.3.1 If Tenant receives any written notice, citation, order, warning, complaint, claim or demand regarding Tenant's use of, or operations at, the Premises during the term of this Agreement or other property at the Airport used by Tenant pursuant to this Agreement that is not legally privileged, made confidential by applicable law, or protected as trade secrets:

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

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

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

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

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

(a) Tenant’s or its Associated Parties’ alleged failure to comply with any Environmental Laws at the Premises or other property at the Airport used by Tenant pursuant to this Agreement, or
(b) any Release or Discharge arising out of the past or present operations at or use of the Premises or other property at the Airport used by Tenant or its Associated Parties pursuant to this Agreement.

14.3.3 In connection with any matter arising under Section 14.3.1 above, Tenant shall make available, within ten (10) business days of Tenant’s receipt of the City’s written request, subject to document retention requirements provided by applicable law, the non-privileged documents that Tenant has submitted to any governmental agency pertaining to the environmental compliance status of Tenant’s operations at or use of the Premises or other property at Airport used pursuant to this Agreement by Tenant, including without limitation any and all non-privileged records, permits, permit applications, test results, sample results, written or electronic documentation, studies, or other documentation regarding environmental conditions or relating to the presence, use, storage, control, Disposal, or treatment of any Hazardous Substance or Other Regulated Material by Tenant or its Associated Parties at the Premises or other property at the Airport used by Tenant pursuant to this Agreement.

14.4 Tenant’s Environmental Response and Compliance Obligations

14.4.1 Without limiting the indemnity obligations of Section 14.7, if, during the term of this Agreement, Tenant or any of its Associated Parties causes, unlawfully allows or contributes to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material (including, but not limited to those which contaminate or pollute any air, soil, Waters, storm sewer, detention basin, other stormwater infrastructure, or conveyance system) in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in an applicable Environmental Law including the O’Hare Spill Response Guide, at any portion of the Airport or adjacent Waters, in connection with their operations at the Premises or at other property at the Airport used by Tenant pursuant to this Agreement, Tenant shall perform or shall cause to be performed, consistent with the provisions of Section 14.5, the following:

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

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

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

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

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

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

14.4.2 Any remedial or other activity undertaken by Tenant under this Article shall not be construed to impair Tenant’s rights, if any, to seek contribution or indemnity from any person, consistent with the terms and limitations of this Agreement, including Section 14.7, below.

14.5 Investigation, Remediation, or Corrective Action Process

Before commencing any subsurface soil, surface water, stormwater, or groundwater investigations, removals, remediation, or corrective actions that Tenant or Tenant’s Associated Parties are required to perform at the Airport under this Agreement, including any such actions mandated in Section 14.4, and except for immediate removal actions required by Environmental Laws and otherwise undertaken pursuant to Section 14.4, Tenant shall promptly provide any proposed plans for such investigations, removals, remediation, or corrective actions to the City for approval in accordance with applicable Environmental Laws, which shall not be unreasonably withheld or conditioned. The work shall be performed in a diligent manner consistent with the time(s) prescribed by Environmental Laws and relevant governmental authorities and at Tenant’s expense, and the City shall have the right to review and inspect all such work at any time using consultants and representatives of the City’s choice, at the City’s expense. Specific cleanup levels for any environmental removals, remediation or corrective actions shall comply with applicable Environmental Laws, with commercial and industrial remediation standards being applied to such actions consistent with the use of the Airport for such purposes. Tenant may also utilize institutional controls and other engineered barriers as part of any removals, remediation or corrective actions to the extent authorized by Environmental Laws and approved by the City in writing, which shall not be unreasonably withheld. In the event deed recordation by the City is necessary for the utilization of commercial and industrial remediation standards or other controls as part of any removals, remediation or corrective actions or any other costs and expenses are incurred in connection with the use of such standards or controls Tenant shall reimburse the City for all deed recordation fees and reasonable attorneys’ fees incurred in connection with such recordation. Tenant shall, at Tenant’s own cost and expense, have all tests performed, and reports and studies prepared, and shall provide such information to any governmental agency as may be required by applicable Environmental Laws, with a copy simultaneously provided to the City. This obligation includes but is not limited to any requirements for a site characterization, site assessment, remediation objectives report, remedial action plan, and remedial action completion report that may be necessary to comply with applicable Environmental Laws.

14.6 The City’s Rights to Ensure Tenant’s Compliance with Environmental Response and Compliance Obligations
14.6.1 If, as is reasonably determined by the City, Tenant, Tenant’s Associated Parties or their Associated Parties:

(a) do not take appropriate Response actions required by applicable Environmental Laws in response to a Release, Discharge or Disposal for which it is responsible under Section 14.4, within the time(s) prescribed by such Environmental Law(s) and relevant governmental authorities; or

(b) do not perform or complete reporting, notifications, investigations, removals, remediation, corrective actions, or closure actions for which it is required under Section 14.4 within the time(s) prescribed by applicable Environmental Laws and relevant governmental authorities, or within the time reasonably necessary to enable the City to meet its obligations under Environmental Laws (subject to the condition that, in the case of both Sections 14.6.1(a) above and this 14.6.1(b), the City must first provide reasonable advance written notice to Tenant of Tenant’s failure to comply with such obligations and a reasonable opportunity for Tenant to cure such failure to comply by Tenant initiating or recommencing any such actions consistent with required schedules (including exercising its legal right to reasonably and in good faith challenge such alleged obligation to comply), but in any event not to exceed forty-five (45) days, except in emergency circumstances in which such advance notice is not possible), then the City or its authorized contractor, in addition to its rights and remedies described elsewhere in this Agreement and otherwise available at law, in equity, or otherwise, may, at its election, upon reasonable notice, enter the affected area, and take whatever action the City reasonably deems necessary to meet Tenant’s obligations under Environmental Laws, within the time required under such Environmental Laws, consistent with the requirements of Section 14.4. In addition to notice and opportunity to cure as set forth in this Section 14.6.1(b), the City shall provide Tenant with its plan to perform such work for Tenant’s review and comment at least seven (7) business days before the commencement of such work, which comments shall be reasonably considered by the City, except in emergency circumstances where such advance notice is not possible. Such action taken by the City consistent with the requirements of this Agreement shall be at Tenant’s expense plus administrative expenses of the greater of Five Hundred Dollars ($500.00) or 25% of all costs incurred by the City, including but not limited to reasonable attorneys’ and consultants’ fees and expenses, monetary fines and penalties, litigation costs or costs incurred in anticipation of litigation, expert witness fees, and expenses of investigation, removal, remediation, or other required plan, report, or Response action performed in accordance with applicable Environmental Laws.

14.6.2 Except as set forth in Section 14.6.3, below, if the City cannot identify with commercially reasonable effort any of the parties causing, unlawfully allowing, contributing to or responsible for a Release, Discharge, or Disposal at or from the Airport requiring the completion of appropriate Response actions as provided in Section 14.4.1, then City shall provide reasonable advance written notice to Tenant of its intention to take actions, to the extent of Tenant’s obligations for such actions as provided in Section 14.4.1, to report, repair, contain, investigate, remove, correct or remediate such Release, Discharge, or Disposal consistent with the requirements of Section 14.4. Tenant shall thereafter be afforded a reasonable opportunity (not to exceed forty-five (45) days) to commence such actions or provide the City with information on the identity of the party or parties causing, contributing to, or responsible for such Release, Discharge, or Disposal, which information shall be considered in good faith by the City.
and, as appropriate, shall provide a basis for the City's pursuit of any responsible parties consistent with the provisions of Section 14.6.1. In addition to the above written notice, the City shall provide Tenant with its plan to perform such actions for Tenant’s review and comment at least seven (7) business days before the commencement of any work (except in emergency circumstances in which such advance notice is not possible), which comments shall be reasonably considered by the City, after which the costs of such actions, if implemented by the City, shall be allocated by the City to Airline-Supported Cost Centers.

14.6.3 In the event a Release or Discharge, or Disposal in violation of Environmental Law which occurred prior to the Effective Date is encountered on any portion of Tenant’s Premises that Tenant also leased as the equivalent of Exclusive or Preferential Use Premises under any prior use or lease of the Premises, if any, Tenant shall be deemed to be responsible for all costs incurred in connection with such contamination, including investigation, removal, remediation, or other required plan, report, or Response action, unless Tenant provides clear evidence demonstrating that another party is fully responsible.

14.6.4 Nothing in this Section 14.6 is intended or shall be construed so as to prevent the City or Tenant from exercising, in their reasonable discretion, any rights granted or available elsewhere in this Article, in this Agreement, or by law.

14.7 Environmental Indemnification and Reimbursement

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

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

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

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

14.7.2 Notwithstanding the provisions of this Section 14.7, in the event that the City and Tenant mutually agree or a court of competent jurisdiction determines by a final order that an Environmental Indemnitee’s negligence or willful and wanton misconduct is at least fifty-one (51%) of the total fault which proximately caused the Environmental Claims, Tenant’s obligation to indemnify the Environmental Indemnitee for amounts to be paid in connection with the Environmental Claims shall be limited to the amount attributable to Tenant’s
and its Associated Parties’ proportionate share of the total fault which proximately caused the Environmental Claims. The City and Tenant agree, however, that this Section 14.7.2 is not intended to obviate or lessen in any way Tenant’s duty to defend the Environmental Indemnitees; provided, however, that to the extent the City and Tenant mutually agree or a court of competent jurisdiction rules that the Environmental Claims were the result of the sole negligent act or omission or the willful and wanton misconduct of an Environmental Indemnitee, the City shall reimburse Tenant for its proportionate share of the costs of defense, including, but not limited to, attorneys’ fees and court costs. For the avoidance of doubt, the City shall reimburse Tenant for all defense costs Tenant incurred with respect to defending the City Indemnified Parties against Claims to the extent that the City and Tenant mutually agree or a court of competent jurisdiction rules that such Claims were the result of the sole negligent act or omission of a City Indemnified Party.

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

14.7.4 Except to the extent set forth in Section 14.7.2, above, Tenant waives the right of contribution and subrogation against the Environmental Indemnitees in connection with Environmental Claims set forth in Sections 14.7.1 and 14.7.3, above.

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

14.7.6 Any claims for environmental matters shall be subject to this Section 14.7 and shall not be subject to the General Indemnity provision of Section 13.1 in this Agreement.

14.8 Limitations

Except pursuant to Sections 14.6.2 and 14.6.3, Tenant's obligations under this Article shall not apply to: (a) any Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials that existed at the Airport prior to Tenant’s or its corporate predecessor(s)’s initial occupancy or operations at such area(s) of Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials at the Airport, provided that neither Tenant or its corporate predecessor(s) nor any other party under Tenant’s or its corporate predecessor(s)’s direction or control, or conducting operations or activities on its or their behalf caused,
unlawfully allowed or contributed to such Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials, or caused, unlawfully allowed or contributed to a subsequent Release, Discharge or Disposal of such pre-existing Hazardous Substances or Other Regulated Materials; or (b) Releases, Discharges, or Disposal that migrate onto, into, or from the Premises or the Airport and that were not caused, unlawfully allowed or contributed to by Tenant or its corporate predecessor(s) or third parties under Tenant’s or its corporate predecessor(s)’s direction or control or conducting operations or activities on its or their behalf; or (c) Releases, Discharges, or Disposal on, at, or from the Airport not caused, unlawfully allowed or contributed to by Tenant or its corporate predecessor(s) or by its or their Associated Parties, or any other party under Tenant’s or its corporate predecessor(s)’s direction or control.

### 14.9 Baseline Environmental Site Inspection

Prior to Tenant’s initial occupancy of, use of, or operations at the Premises, the City shall have the opportunity to perform, at its own expense, an Initial Walk-Through of the Premises regarding the environmental condition of the Premises and their state of compliance with Environmental Laws and produce an Initial Walk-Through report. The City shall provide Tenant with an opportunity to participate in the walk-through and review and comment upon the conclusions and findings of the Initial Walk-Through report. In the event pre-existing environmental conditions are encountered, the provisions of Section 14.4 shall apply, except that the provision in Section 14.4.1 limiting Tenant’s obligations to incidents during the term of this Agreement shall not apply.

### 14.10 Concluding Environmental Site Inspection

At least sixty (60) days prior to vacating or surrendering the Premises or any portion of them for any reason, Tenant shall provide the City with access to perform a Concluding Walk-Through in order to determine the environmental condition of the Premises or that part of the Premises being vacated, and their state of compliance with the requirements of Section 14.1.11. City shall provide Tenant with an opportunity to participate in the walk-through. If the Concluding Walk-Through reveals that Tenant has not removed all trash, containers, tanks, structures, debris, residue, and other items, materials and Waste for which Tenant or anyone operating on its behalf is responsible as required by Section 14.1.11, or has otherwise failed to comply with the requirements of Section 14.1.11, the City will share its Concluding Walk-Through report and any relevant photographs with Tenant. Tenant will remove or correct any items to the extent not in compliance with the requirements of Section 14.1.11 within five (5) business days of receipt of said report and photographs or such longer period of time as reasonably requested by Tenant to perform the corrective actions. Tenant shall leave facilities and equipment being surrendered or vacated by Tenant in a state of good repair. However, tanks, structures and other items and materials owned by Tenant may revert to the City upon agreement of Tenant with the City accepting such tanks, structures and other items and materials in an “as is, where is” condition.

### 14.11 Tenant’s Hazardous Substance-Related Equipment and Fixtures

Any fixed tanks, pumps, chemical or Hazardous Substance or Other Regulated Material containers, pipelines, lines, and equipment or other such fixtures installed by or on behalf of
Tenant shall at all times remain the property of Tenant, and ownership of or responsibility for such equipment shall not pass to the City by virtue of such equipment being installed at the Premises, except pursuant to the agreement of the City and Tenant. No such equipment shall be installed without the written consent of the City.

14.12 Waiver

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

14.13 Notice for Environmental Matters

With respect to those provisions of this Article 14 which expressly require the City to provide written notice to Tenant, electronic mail to the designated Tenant representative will satisfy such requirement. Tenant’s representative for receiving environmental notices is designated in the general Notices provisions in Section 18.3.


Unless specifically stated elsewhere herein, the provisions of this Article, including the representations, warranties, covenants and indemnities of Tenant, are intended to and shall survive termination of this Agreement.

Article 15

DAMAGE, DESTRUCTION AND CONDEMNATION

15.1 Damage to, Destruction or Condemnation of Airport

If the Airport or any portion thereof shall be damaged or destroyed or is taken as a result of an eminent domain proceeding, all insurance proceeds or proceeds resulting from eminent domain proceedings, as the case may be, shall be applied as provided below:

15.1.1 the City may, at its option, replace, repair, rebuild or restore such portion of the Airport to substantially the same condition as that which existed prior to such damage, destruction or taking, with any alterations and additions as the City may determine; or

15.1.2 the City may, at its option, apply such proceeds to redeem any outstanding GARBs; provided, however, that GARBs may be redeemed only if such damage,
destruction or condemnation is of property the acquisition of which was funded with the proceeds of GARBs, and if: (i) the Airport has been restored to substantially the same condition as it had been prior to such damage, destruction or taking; or (ii) the City has determined, in its reasonable discretion, that the portion of the Airport damaged, destroyed or taken is not necessary to the operation of the Airport.

The City shall use reasonable efforts to notify Tenant of the City’s determination whether to proceed pursuant to Section 15.1.1 or Section 15.1.2 within six (6) months of the date of such damage, destruction or taking. Notwithstanding anything in this Section 15.1 to the contrary, proceeds resulting from such damage, destruction or taking will be applied consistent with the Bond Indenture.

15.2 Untenantable Conditions

15.2.1 If the Premises occupied by Tenant hereunder, or any substantial portion thereof, are damaged, destroyed or taken as a result of an eminent domain proceeding and thereby rendered untenantable, then, after consultation with Tenant, the City shall replace, repair, rebuild or restore such Premises to substantially the same condition as that which existed prior to such damage, destruction or taking, with any alterations and additions as the City and Tenant determine, in all cases subject to the City’s right to operate the Airport.

15.2.2 In addition, if the Premises occupied by Tenant hereunder, or any substantial portion thereof, are damaged, destroyed or taken as a result of an eminent domain proceeding and thereby rendered untenantable, then, unless the City provides Tenant with alternative Premises reasonably satisfactory to Tenant, (a) Tenant shall not be obligated to pay Fixed Terminal Charges for such untenantable portion during such time as it remains untenantable, and (b) if such untenantable portion remains untenantable for more than one (1) year, Tenant shall be entitled, upon forty-five (45) days’ prior written notice to the City, to delete such untenantable portion from its Premises Notice; provided that there shall be no abatement or reduction of Fixed Terminal Charges or deletion from its Premises Notice at any time where the untenantable condition is caused by the willful or negligent act or omission of Tenant or its Associated Parties.

Article 16

COMPLIANCE WITH LAWS AND RULES

16.1 Airport Rules

Tenant shall comply, and, to the maximum extent Tenant has the legal power to do so, shall cause its agents, employees, guests, invitees and Contractors to comply, with all Airport Rules.

16.2 Observance and Compliance with Laws

16.2.1 Tenant shall comply, and to the maximum extent Tenant has legal power to do so, shall cause its agents, employees, Contractors and licensees to, observe and
comply with, and pay all taxes and obtain all licenses, permits, certificates and other authorizations required by, all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, including all rules, regulations and directives of the Federal Aviation Administration. Tenant agrees to make a part of and incorporate into this Agreement, by reference or by setting forth at length, at the option of the City, any and all statutes, rules and regulations and any assurances and covenants required pursuant thereto which may now or hereafter be required by the Federal Aviation Administration or other federal, state, county or municipal agency. To the extent applicable, Tenant shall comply with the provisions of Exhibit C, “Compliance with Laws,” which may be amended by the Commissioner.

16.2.2 The City shall operate and maintain the Airport in a reasonably prudent manner and in accordance with Applicable Laws.

16.2.3 Tenant shall operate and maintain the Premises in a reasonably prudent manner and in accordance with Applicable Laws; provided, however, that this provision shall not be construed as a waiver by Tenant to challenge a local law, rule, regulation or ordinance that is pre-empted by State or Federal law.

16.2.4 Notwithstanding anything herein to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such statute or law as may be amended from time to time, (ii) all regulations, rules, executive orders, policies and instructions pertaining to or promulgated pursuant to such statute or law, and (iii) all future statutes, laws, regulations, rules, executive orders, policies and instructions pertaining to the same or similar subject matter.

16.3 Subordination to Sponsor’s Assurance Agreement

This Agreement shall be subordinate and subject to the terms of any “Sponsor’s Grant Assurances” or like agreement that has been or may be furnished by the City to the United States of America, its boards, commissions, or agencies, including without limitation the FAA, or that is required by Applicable Laws, as a condition precedent to receiving federal financial assistance for development of the Airport and other Airport programs and activities.

16.4 Agreements with the United States

This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the City and the United States, the terms and execution of which have been or may be required to enable or permit the transfer of rights or property to the City for airport purposes, or the expenditure of federal grant funds for Airport improvement, maintenance or development. Tenant shall reasonably abide by the requirements of agreements entered into between the City and the United States, as applicable to Tenant, and shall consent to amendments and modifications of this Agreement if required by such agreements or if required as a condition of the City’s entry into such agreements.

16.5 Security and Payment of Fines for Violation of Federal Regulations

16.5.1 Tenant acknowledges that security is of primary importance at the Airport and that security requirements are likely to change during the Term. Tenant, its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors,
assigns and suppliers and those under its control, shall comply with security measures (a) required of Tenant by the FAA or the TSA or by the City in accordance with applicable requirements of the FAA or the TSA or their authorized successor(s) or (b) contained in any Airport master security plan approved by the FAA or the TSA or their authorized successor(s). Tenant shall comply, at its own expense, with the TSA’s security requirements applicable to Tenant at the Airport including, but not limited to, employee security training, badging, criminal background checks, access control, screening and inspections. Tenant shall cooperate with the TSA on all security matters.

16.5.2 Compliance with such security measures and requirements shall not relieve Tenant of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Tenant’s obligations with respect to all applicable federal laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Premises. To comply with TSA requirements, Tenant hereby agrees to execute a reasonable exclusive area agreement pursuant to 49 C.F.R. 1542.111 with the City in form and substance which is reasonably acceptable to the parties. Tenant accepts security responsibility to use best efforts to prevent unauthorized access to the Premises. Tenant shall be responsible for preventing unauthorized persons from gaining access to the restricted areas of the Airport through the Premises during times and to the extent that Tenant has control of the Premises.

16.5.3 Tenant understands and agrees that security requirements may affect Tenant’s operations and costs. Tenant shall be strictly liable for the payment of any fines assessed by the City or the payment of (or reimbursement of City for any payments of) any civil penalties assessed against City or Tenant relating to security and resulting from the negligence or intentional acts of omission or commission of Tenant’s officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control, and Tenant shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control.

16.5.4 The City may impose and Tenant agrees to pay a reasonable non-discriminatory cost-based user fee, if any, for the privilege of using identification cards or badges to gain access to the Airport security access control system.

16.6 No Exclusive Rights

Nothing contained in this Agreement shall be deemed to grant to Tenant any exclusive right or privilege within the meaning of 49 U.S.C. § 40103(e) with respect to activity at the Airport, except that, subject to the terms and provisions of this Agreement, Tenant shall have the right to exclusive possession of any Exclusive Use Premises made available to Tenant under this Agreement.

16.7 Anti-Scofflaw
Tenant hereby represents and warrants and shall cause each of its Contractors to represent and warrant, that Tenant or such Contractors, as the case may be, is not in violation of Section 2-92-380 of the Municipal Code, and further agrees that, in the event of any such violation, the City shall be entitled to set off from those amounts invoiced by Tenant an amount equal to the amount of any fines or penalties owed to the City, subject to those exceptions stated in the Municipal Code.

16.8 Ethics

Tenant hereby represents and warrants and shall cause each of its Contractors to represent and warrant that Tenant or such Contractors, as the case may be, is not in violation of Chapter 2-156 of the Municipal Code.

16.9 Inspector General

Tenant understands and will abide by the provisions of Chapter 2-56 of the Municipal Code. Tenant acknowledges and agrees that it shall be the duty of Tenant and its sub-licensees, Contractors and all their officers, directors, agents, partners and employees to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. All contracts and other agreements must inform the parties of this provision and require understanding and compliance with it.

16.10 Business Relationships With Elected Officials, Municipal Code Section 2-156-030(b)

Tenant understands and will abide by the provisions of Section 2-156-030 of the Municipal Code, as applicable. Pursuant to Municipal Code Section 2-156-030(b), 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 that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months 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 that creates a financial interest on the part of the official, or the domestic partner or spouse of the official or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. Violation of Municipal Code Section 2-156-030(b) by any elected official with respect to this Agreement at the request or direction of Tenant will be grounds for termination of this Agreement. The term “financial interest” is defined as set forth in Municipal Code Section 2-156-080.

Municipal Code Section 2-156-010(l) defines a “financial interest” as an interest held by an official or employee that is valued or capable of valuation in monetary terms with a current value of more than $1,000.00, provided that such interest shall not include: (1) the authorized
compensation paid to an official or employee for any office or employment; or (2) a time or
demand deposit in a financial institution; or (3) an endowment or insurance policy or annuity
contract purchased from an insurance company; or (4) any ownership through purchase at fair
market value or inheritance of the shares of a mutual fund corporation, 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; or (5) any ownership through purchase at fair
market value or inheritance of not more than one-half of one percent of the outstanding common
stock of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof,
regardless of the dividends on such shares, if such shares are registered on a securities exchange
pursuant to the Securities Exchange Act of 1934, as amended.

16.11 **City of Chicago Hiring Plan (Shakman Accord)**

The City is subject to the May 31, 2007 Order entitled “Agreed Settlement Order and
Accord” and 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 Agreed
Settlement Order and Accord and the 2014 City Hiring Plan prohibit the City from hiring
persons as governmental employees in non-exempt positions on the basis of political reasons or
factors.

Tenant is aware that City policy prohibits City employees from directing any individual
to apply for a position with Tenant, either as an employee or as a contractor, and from directing
Tenant to hire an individual as an employee or as a contractor. Accordingly, Tenant must follow
its own hiring and contracting procedures, without being influenced by City employees.

16.12 **No Waste Disposal in Public Way, Municipal Code Section 11-4-1600(E)**

Tenant warrants and represents that it has not violated and is not in violation of the
following sections of the Municipal Code (collectively, the “Waste Sections”):

- 7-28-390 Dumping on public way;
- 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;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Tenant’s violation of the Waste
Sections, whether or not relating to this Agreement, constitutes a breach of this Agreement.
Such breach and default entitles the City to all remedies under the Agreement, at law or in
equity.

This Section 16.12 does not limit Tenant’s duty to comply with Applicable Law.
16.13 **Visual Artists Rights Act Waiver**

Tenant shall not install any object in the Tenant’s Premises or elsewhere in the Airport that constitutes a work of visual art as defined in 17 U.S.C. § 101 (the “Artwork”) unless and until Tenant has both (a) obtained prior written approval of the Commissioner to install the Artwork and (b) provided the City with a written waiver from the author of the Artwork, in form and substance reasonably satisfactory to City, waiving any and all rights in the Artwork that may be granted or conferred under 17 U.S.C. § 106A and 17 U.S.C. § 113(d). Tenant covenants that it will obtain a written waiver of all rights under 17 U.S.C. § 106A and 17 U.S.C. § 113(d) as necessary from any employees, contractors, subcontractors, subtenants or artists.

**Article 17**

**DEFAULT, TERMINATION AND CHANGE OF LEASE TERM**

17.1 **Termination by the City**

The City may terminate this Agreement upon any of the following to occur:

17.1.1 Tenant shall become insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code); or shall fail to pay its debts generally as they mature; or shall take the benefit of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors.

17.1.2 Tenant shall file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Federal Bankruptcy Code or under any other law or statute of the United States or of any state thereof; or consent to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property; or an order for relief shall be entered by or against Tenant under any chapter of the Federal Bankruptcy Code.

17.1.3 By order or decree of a court, Tenant shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the restructuring of its indebtedness under the Federal Bankruptcy Code or under any other law or statute of the United States or any state thereof and such order or decree shall not be stayed or vacated within five (5) days of its issuance.

17.1.4 A petition under any chapter of the Federal Bankruptcy Code or an action under any federal or state insolvency law or statute shall be filed against Tenant and shall not be dismissed or stayed within five (5) days after the filing thereof.

17.1.5 By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator or other similar official shall take possession or control of all or substantially all of the property of Tenant and such possession or control shall continue in effect for a period of five (5) days.
17.1.6 Tenant shall become a corporation in dissolution.

17.1.7 The letting, license or other interest of or rights of Tenant hereunder shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Sections 17.1.1 through 17.1.5.

17.1.8 Tenant shall fail to duly and punctually pay any Fixed Terminal Charges required to be paid hereunder or shall fail to make payment of any other sum required to be paid to the City pursuant to this Agreement on or prior to the date such payment is due and shall continue to remain unpaid five (5) days after such payment becomes due or, with respect to any amount for which no payment date is provided herein, then five (5) days after written notice of the amount of such payment has been given to Tenant or an invoice for such payment has been submitted to Tenant.

17.1.9 Tenant shall fail to keep, perform and observe any promise, covenant or other provision of this Agreement.

17.1.10 Tenant shall fail to maintain its corporate existence or to remain duly qualified to do business in the State of Illinois or Tenant shall dissolve or otherwise dispose of all or substantially all of its assets or shall consolidate with or merge into another corporation.

17.1.11 To the extent applicable, Tenant shall fail to meet any of Tenant’s security deposit requirements set forth in Sections 9.2 and 9.3.

17.1.12 Tenant shall fail to meet any of Tenant’s waste disposal requirements set forth in Section 16.12.

17.1.13 Tenant shall fail to maintain insurance as required by Section 13.2 of this Agreement.

17.2 In the Event of Termination

17.2.1 Whenever the City terminates this Agreement pursuant to Section 17.1, Tenant must immediately vacate its Premises and in no event shall any of Tenant’s obligations be discharged hereunder, including but not limited to Tenant’s payment of Fixed Terminal Charges.

17.2.2 In addition, the City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect Fixed Terminal Charges and any other amounts payable by Tenant hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement or covenant of Tenant under this Agreement. For the avoidance of doubt, the City may seek an order for specific performance by Tenant of any obligation pursuant to this Agreement, perform said obligations itself or take other actions to mitigate losses that may result from Tenant’s failure to perform and, if the City takes such actions, City may charge Tenant for the City’s costs plus a 15% administrative fee.
17.2.3 All rights and remedies given to the City in this Agreement and all rights and remedies given to the City by law, shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Premises shall deprive the City of any of the City’s remedies or actions against Tenant for Fixed Terminal Charges or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Fixed Terminal Charges or breach of covenant, or the resort to any other remedy herein provided for the recovery of Fixed Terminal Charges be construed as a waiver of the right to obtain possession of the Premises.

17.2.4 In no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings.

17.2.5 To the extent consistent with and permitted under the United States Bankruptcy Code or similar debtor relief laws, if Tenant seeks protection under the United States Bankruptcy Code or similar debtor relief laws, or is currently operating under the protection of the United States Bankruptcy Code or other similar debtor relief laws, Tenant will comply with every provision of this Agreement as and when required under this Agreement, including without limitation performing any required remediation relating to any environmental matter pursuant to Tenant’s obligations under Article 14 which arose prior to or arises during the course of Tenant’s bankruptcy case.

17.3 Agreement to Pay Attorneys’ Fees and Expenses

In the event Tenant defaults under this Agreement and the City employs attorneys or incurs other expenses for the collection of Fixed Terminal Charges or any other amounts due hereunder, or for the enforcement or performance or observance of any obligation or agreement on the part of Tenant herein contained, Tenant shall, on demand, pay to the City the reasonable fees and expenses of such attorneys and any such other reasonable expenses incurred by the City as a result of such default.

17.4 Force Majeure

17.4.1 If either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor disputes (all of which shall be subject to Section 18.14), inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, terrorism, war, fire or other casualty, or other reason of a similar nature beyond the reasonable control of the party delayed in performing work or doing acts required under this Agreement, performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay, an “Unavoidable Delay”). This Section 17.4.1 shall not be applicable to Tenant’s obligations to procure insurance or to pay Fixed Terminal Charges, or any other sums, moneys, costs, charges or expenses required to be paid by Tenant. If any provision of this Agreement negates or limits the period of any force majeure or Unavoidable Delay extension, such provision shall override this Section 17.4.1 and Tenant shall give the City notice of any Unavoidable Delay within a reasonable time (not to exceed one (1) year) following the occurrence of the delaying event.
17.4.2 The City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any Applicable Laws.

Article 18

GENERAL PROVISIONS

18.1 No Partnership or Agency

Nothing herein contained is intended or shall be construed to in any respect create or establish any relationship other than that of licensor and licensee or lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Tenant the general representative or agent of the City for any purpose whatsoever.

18.2 No Personal Liability

No member, director, officer, elected official or employee of either party to this Agreement shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution thereof.

18.3 Notices

Except as otherwise expressly provided hereunder, all notices and other communications provided for under this Agreement shall be in writing and shall be: (a) mailed; (b) personally delivered, including via overnight courier; or (c) to the extent expressly permitted elsewhere in this Agreement for a specific notice or as mutually agreed by parties, sent by electronic mail with electronic receipt, to the City and Tenant at the following addresses:

If to the City, to:

Commissioner
Chicago Department of Aviation
Chicago O’Hare International Airport
10510 West Zemke Road
Chicago, IL  60666
[CDACommissioner@cityofchicago.org

With a copy to:

General Counsel
Chicago Department of Aviation
Chicago O’Hare International Airport
10510 West Zemke Road
Chicago, IL  60666
[CDAGeneralCounsel@cityofchicago.org

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If to Tenant for all notices, except pursuant to Sections 4.3 (City’s Right of Entry), 11.3 (Performance by City upon Failure of Tenant), 14.13 (Notice for Environmental Matters) or 18.7 (Service of Process) of this Agreement, to:

__________________________________
__________________________________
__________________________________
__________________________________
__________________________________

If to Tenant for notices on environmental matters pursuant to Section 14.13, to:

[cc: Tenant general contact]__________________
[Non-individual Electronic Mail Address]

If to Tenant pursuant to Section 4.3 (City’s Right of Entry) or Section 11.3 (Performance by City upon Failure of Tenant) of this Agreement, to:

__________________________________
__________________________________
[cc: Tenant general contact]__________________
[Non-individual Electronic Mail Address]

Or, with respect to any notice given pursuant to this Section 18.3, to such other person or address as either the City or Tenant may hereafter designate by written notice to the other in accordance with this Notices section. Except as otherwise expressly provided hereunder, any notice or communication under this Agreement shall be deemed to have been given or made: (a) if a messenger or courier service is used, when delivered to the addressee; (b) if sent by mail (certified or by other method with tracking and confirmation receipt), upon receipt, or upon attempted delivery where delivery is refused or mail is unclaimed five (5) days after being deposited in the mails, postage prepaid and properly addressed; and (c) if sent by electronic mail, upon receipt by either party of a written reply or electronic receipt. Tenant agrees to provide City with any changes to its notice information, including electronic mail addresses, within five (5) business days of such change.

With respect to Section 18.7 (Service of Process) of this Agreement, Tenant hereby designates as its agent in Chicago, Illinois:

__________________________________
__________________________________
__________________________________
__________________________________

18.4 Entire Agreement
This Agreement, including the attached Exhibits and endorsements, constitutes the entire agreement of the parties on the subject matter hereof. The parties intend that this Agreement shall be the final expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever (including prior drafts of the Agreement) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

18.5 Amendment

Except as otherwise expressly provided herein, the provisions of this Agreement may be amended only by a written agreement signed by the City and Tenant.

18.6 Applicable Law

This Agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of Illinois.

18.7 Authorization to Operate; Consent to Service of Process and Jurisdiction

18.7.1 Tenant represents that it is a corporation organized and existing under the laws of the state shown on the signature page hereof. Tenant warrants that it is, and throughout the term of this Agreement it will continue to be, duly qualified to do business in the State of Illinois.

18.7.2 All judicial proceedings brought by the City against Tenant with respect to this Agreement may be brought in any court of competent jurisdiction having situs within the boundaries of the federal court district of the Northern District of Illinois including any of the courts within Cook County, and by execution and delivery of this Agreement, Tenant accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. Tenant hereby designates and appoints the representative designated in Section 18.3 as its agent in Chicago, Illinois to receive on its behalf service of all process in any such proceedings in any such court (which representative shall be available to receive such service during regular business hours), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by Tenant to the City of the name and address of a new Agent for Service of Process that works within the geographical boundaries of the State of Illinois and is employed by or contracted with Tenant. Tenant irrevocably waives any objection (including any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of the City to bring proceedings against Tenant in the courts of any other jurisdiction.
18.8 Severability

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

18.9 Representatives

The City and Tenant shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and Tenant, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the Commissioner, the City’s representative shall be the Commissioner. Tenant’s representative shall be designated in a written notice delivered to the City. Any party hereto may change its designated representative by notice to the other party.

18.10 Successors and Assigns

All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18.11 No Third Party Beneficiaries

Unless otherwise provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

18.12 No Waiver

No failure by a party to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, prior to the expiration of the Term, shall constitute a waiver of such breach or of the non-defaulting party’s right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Agreement.

No waiver of default of any of the terms, covenants and conditions of this Agreement to be performed, kept and observed by the other party shall be construed or operate as a waiver of any subsequent default of any of the terms, covenants or conditions of this Agreement to be performed, kept and observed by the other party.
18.13 **No Exclusive Right or Remedy**

All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties hereunder or at law or in equity.

18.14 **Labor Disputes**

Tenant agrees to use commercially reasonable efforts to avoid disruption to the City, its tenants, or members of the public arising from labor disputes involving Tenant, and in the event of a strike, picketing, demonstration or other labor difficulty involving Tenant, to use its good offices, including the utilization of available legal remedies Tenant deems appropriate, to minimize or eliminate any disruption to the City, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

18.15 **Action or Exercise of Power by the City**

Any provision in this Agreement that requires action or an exercise of power by the City may be performed by the Commissioner or her or his designee, unless otherwise specified in this Agreement.

18.16 **Headings**

The headings of the several sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions, or the interpretation or construction, of this Agreement.

18.17 **Counterparts**

This Agreement may be executed in one or more counterparts.

IN WITNESS WHEREOF, the parties intending to be legally bound have executed this Short-Term Facilities Use Agreement this ____ day of _____________ 20__.  

CITY OF CHICAGO, [TENANT]
an Illinois municipal corporation

By: ______________________________  By: ______________________________
Name: ____________________________  Name: ____________________________
Title: _____________________________  Title: _____________________________

Effective Date:

__________________________________
EXHIBIT A

Permitted Uses

Chicago O'Hare International Airport

[TENANT]

Effective:

[Description of Permitted Uses for Leased Premises]
EXHIBIT B

Premises Notice

Chicago O'Hare International Airport

[TENANT]

Effective:

Prepared:

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GRAND TOTAL

Included Exhibits:

1) Exhibit __
EXHIBIT B

Premises Notice

Chicago O'Hare International Airport

[TENANT]

Modifications Log

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Signature ___________________________________________ Date ___________________________
EXHIBIT C

COMPLIANCE WITH LAWS

Section 1. General Provisions

(A) Tenant shall comply, and shall include in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement (regardless of whether they are reimbursed by the City) a requirement that its Contractors comply, with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders.

(B) Tenant agrees that all of the applicable provisions set forth in this Exhibit will be incorporated in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement.

(C) Further, Tenant shall execute, and shall include in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement a requirement that its Contractors execute, such affidavits and certifications as shall be required by the City setting forth Tenant’s and its Contractor’s, as applicable, agreement to comply with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders. Such certifications shall be attached and incorporated by reference in the applicable agreements.

(D) In the event that any Contractor is a partnership or joint venture, Tenant shall also include provisions in its agreement with Contractor insuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

(E) The City may unilaterally revise this Exhibit from time to time.

Section 2. Federal Nondiscrimination Requirements

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

i. Tenant, for itself, its assignees and successors in interest, covenants and 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 program or activity conducted with or
benefitting from Federal financial assistance received by the City from the FAA. In the event of
Tenant’s breach of any of the above Nondiscrimination covenants, the City shall have the right to
terminate this Agreement.

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

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

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

(B) Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, Tenant, for itself, its assignees, and successors in
interest agrees to comply with the following nondiscrimination statutes and authorities; including
but not limited to:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252),
(prohibits discrimination on the basis of race, color, national origin);
• 49 CFR part 21 (Nondiscrimination In Federally-Assisted Programs of The Department
of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,
(42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property
has been acquired because of Federal or Federal-aid programs and projects);
• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended,
(prohibits discrimination on the basis of disability); and 49 CFR part 27;
• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
• Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
• Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
• The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

(C) Nondiscrimination in Contracting Activities

i. Tenant, with regard to any contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. Any contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations.

ii. In all solicitations, either by competitive bidding, or negotiation made by Tenant or its contractor for work to be performed under a contract or subcontract, including procurements of materials, or leases of equipment, each potential contractor, subcontractor or
supplier will be notified by the contractor of Tenant and contractor’s obligations under the Acts and Regulations relative to non-discrimination on the grounds of race, color, or national origin.

Section 3.  **State Nondiscrimination Requirements**

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 therewith, including the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750, Appendix A. Tenant must also comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended; the Environmental Barriers Act, 410 ILCS 25/1 *et seq.*; and all other applicable state laws, rules, regulations and executive orders.

Section 4.  **City Nondiscrimination Requirements**

(A) Tenant must comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.* of the Municipal Code; and all other applicable Municipal Code provisions, rules, regulations and executive orders.

(B) Further, Tenant must furnish, or cause each of its Contractors to furnish, such reports and information as requested by the Chicago Commission of Human Relations.

Section 5.  **Affirmative Action**

Tenant assures that: (a) it shall undertake an affirmative action program as required by all federal, state and local laws, rules and regulations pertaining to Civil Rights (and any and all amendments thereto), including, without limitation, 49 CFR Part 21 and 49 U.S.C. § 47123, to assure that no person shall, on the grounds of race, creed, color, national origin, sex, or age be excluded from participation in or denied the benefits of the program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA; (b) it shall not engage in employment practices that result in excluding persons on the grounds of race, creed, color, national origin, sex, or age, from participating in or receiving the benefits of any program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA, or in subjecting them to discrimination or another violation of the regulations under any program covered by 49 CFR Part 21 and 49 U.S.C. § 47123; and (c) it shall include the preceding statements of this Section 5 in Tenant’s contracts and other applicable documents under this Agreement, and shall require that its contractors and others similarly include these statements in their subcontracts and applicable documents.

Section 6.  **Safety and Security**

(A) Tenant expressly acknowledges its responsibility to provide security at the Airport in accordance with 49 U.S.C. sec. 449 and 49 CFR Part 1542, “Airport Security,” as such may be amended from time to time, including any applicable rules and regulations promulgated thereunder, and with all rules and regulations of the City concerning security procedures, including the Airport’s approved security program. Tenant expressly acknowledges its responsibility to provide security with respect to airplane operations in accordance with 49 CFR
Part 1544, “Aircraft Operator Security,” as such may be amended from time to time, and with the rules and regulations of the City concerning security procedures, including the Airport’s approved security program.

(B) All employees providing services at the Airport must be badged by the City, as provided below in Section 7, “Airport Security Badges.” Tenant, Contractors, and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration (“FAA”), the Under Secretary of the Transportation Security Administration (“TSA”), and the City may deem necessary. Tenant, its Contractors, their respective employees, invitees and all other persons under the control of Tenant must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

(C) All gates and doors that permit entry into restricted areas at the Airport must be kept locked at all times when not in use or under constant security surveillance. Tenant shall ensure that such gates and doors within its Premises are kept locked at all times when not in use or under Tenant’s constant security surveillance. Any gate or door malfunctions discovered by Tenant must be reported to the Commissioner without delay and must be kept under constant surveillance, in the case of malfunctions within its Premises, until the malfunction is remedied, or in the case of other malfunctions, until relieved by a responsible party.

(D) Tenant shall ensure that the following provision is inserted in all contracts entered into with any Contractors and with any labor organizations who furnish skilled, unskilled and craft union skilled labor, or who may provide any materials, labor or services in connection with this Agreement:

“Aviation Security: This Agreement is subject to the airport security requirements of 49 U.S.C. chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 C.F.R. Part 1542 and all other applicable rules and regulations promulgated thereunder. In the event that Tenant, or any individual employed by Tenant, in the performance of this Agreement, has (i) unescorted access to aircraft located on or at the Airport (ii) unescorted access to secured areas or (iii) capability to allow others to have unescorted access to such aircraft or secured area, Tenant shall be subject to, and further shall conduct with respect to its Contractors and their respective employees, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration, the Under Secretary of the Transportation Security Administration and City may deem necessary. Further, in the event this Agreement involves the construction, reconstruction, demolition or alteration of facilities to be located at or on the Airport, Tenant shall, notwithstanding anything
contained herein, at no cost to City, perform all obligations hereunder in compliance with those guidelines developed by City, the Transportation Security Administration and the Federal Aviation Administration, and in effect as of the Effective Date with the objective of maximum security enhancement. In the event the Agreement involves the design of facilities or equipment, the drawings, plans, and specifications to be provided under the Agreement shall comply with those guidelines developed by City, the Transportation Security Administration and the Federal Aviation Administration and in effect at the time of the submittal of such drawings, plans, and specifications.”

Section 7. Airport Security Badges

(A) As part of Airport operations and security, Tenant must obtain from the Airport badging office Airport Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Tenant has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver’s Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his or her discretion, including but not limited to name, address, date of birth (and for vehicles, driver’s license and appropriate stickers). Tenant is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his or her designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his or her sole discretion. Tenant must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working under this Agreement.

(B) As provided in Section 6 above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (“CHRC”) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

(C) Airport Security Badges, Vehicle Permits and Driver’s Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Tenant will be jointly and severally liable for any fines imposed on its employees or its Contractors’ employees at the Airport by the City.

(D) In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Driver’s Licenses must be adhered to:
i. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the Airport.

ii. All individuals operating a vehicle on the Aircraft Operations Area (“AOA”) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operator’s Driver’s License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver’s Permit.

iii. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.

iv. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.

v. Tenant’s personnel who function as supervisors, and those that escort Tenant’s equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

Section 8. Confidentiality of Airport Security Data

Tenant has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act, such as information affecting security of the airport (“Airport Security Data”). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Tenant acknowledges that information provided to, generated by, or encountered by Tenant may include Airport Security Data. If Tenant fails to safeguard the confidentiality of Airport Security Data, Tenant is liable for the reasonable costs of actions taken by the City, the Federal Aviation Administration (“FAA”), or the Transportation Security Administration (“TSA”) that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement by Tenant must contain the language of this section. If Tenant fails to incorporate the required language in all such agreements, the provisions of this section are deemed incorporated in all such agreements.

Section 9. Americans with Disabilities Act and Air Carrier Access Act

(A) Tenant shall be solely and fully responsible for ensuring that Tenant’s operations, wherever they may occur at the Airport, and any improvements made by Tenant pursuant to this Agreement, shall comply with Title II (to the extent applicable) and III of the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., as amended from time to time (“ADA”), and the Air Carrier Access Act, 49 U.S.C. § 41705, as amended from time to time (“ACAA”), including
without limitation any obligation to provide boarding and deplaning assistance at the Airport. In the event of a violation of or non-compliance with Title II (to the extent applicable) or III of the ADA or the ACAA, Tenant shall develop a work plan to correct such violation or non-compliance. The City's approval of or acceptance of any aspect of Tenant's activities under this Agreement shall not be deemed or construed in any way as a representation that such item, activity or practice complies with the ADA or the ACAA. Tenant agrees to indemnify, defend, and hold the City harmless from any and all costs incurred by the City with respect to Tenant's failure to comply with the ADA or the ACAA for Tenant’s operations or any improvements made by Tenant at the Airport. The City shall comply with the ADA and the ACAA as applicable to any facilities constructed by the City and any improvements made by the City at the Airport.

(B) Tenant shall insure that the appropriate provision set forth below is inserted in all contracts entered into with any design professional or with any Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Agreement:

**Designs**

“The Consultant warrants that all design documents produced for the City under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, 42 U.S.C. sec. 12101 et seq.; 41 C.F.R. part 60 et seq.; the Uniform Federal Accessibility Standards (“UFAS”) or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (“ADAAG”); the Air Carrier Access Act, 49 U.S.C. § 41705, et seq. (“ACAA”); the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at 71 Ill. Adm. Code ch. 1, Sec. 400.110 et seq.; and all other applicable statutes, rules, regulations and executive orders. In the event that the above cited standards are inconsistent, the Consultant shall comply with the standards providing greater accessibility.”

**Construction Contracts**

“All construction or alteration undertaken by Contractor under this contract shall be performed in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, 42 U.S.C. sec. 12101 et seq.; 41 C.F.R. part 60 et seq.; the Uniform Federal Accessibility Standards (“UFAS”) or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (“ADAAG“); the Air Carrier Access Act, 49 U.S.C. § 41705, et seq. (“ACAA”); the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at 71
Ill. Adm. Code ch. 1, Sec. 400.110; and all other applicable statutes, rules, regulations and executive orders. The Contractor shall, prior to construction, review the plans and specifications and notify Tenant and the City in the event that the plans and specifications are not in compliance with the above referenced standards.”

Section 10. **Inspector General**

Pursuant to Article 16 of this Agreement, Tenant shall ensure that the provision set forth below is inserted in all contracts or agreements entered into with any contractors, subtenants or licensees/sub-licensees, and any work or service providers providing any materials, labor, or services in connection with this Agreement, including but not limited to design professionals and Project Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor:

“[Contractor/Subtenant] and all of its [subcontractors/subtenants] have a duty to cooperate with the Inspector General of the City of Chicago in any investigation or hearing, if applicable, undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. [Contractor/Subtenant] understands and will abide by all provisions of that chapter. All [subcontracts/subtenant agreements] must inform [contractors/subtenants] of this provision and require understanding and compliance with it.”

Additionally, with respect to any work or services to be paid by the City, pursuant to MCC 2-156-018 it is the duty of Tenant, and any of its Project Contractors, to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. “Corrupt activity” means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under any applicable reimbursement agreement. Reports may be made to the Inspector General’s toll-free hotline, 866-IG-TIPLINE (866-448-4754).

Section 11. **Multi-Project Labor Agreement**

The City has entered into the Multi-Project Labor Agreement (“PLA”) with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work on City property, as described in the PLA, a copy of which may be found on the City’s website at:


To the extent that Tenant engages in work subject to the PLA, whether or not reimbursed by the City, Tenant acknowledges familiarity with the requirements of the PLA and shall comply with them.

Section 12. **Minimum Wage and Other Labor Laws**
Tenant will comply with all applicable federal, state, and local labor laws and regulations, including, without limitation: the Fair Labor Standards Act, 29 U.S.C. § 201; the Occupational Safety and Health Act, 20 CFR Part 1910; and City minimum wage ordinances and executive orders and associated rules and regulations. This includes, without limitation, compliance with the wage requirements set forth in Mayoral Executive Order 2014-1, incorporated by reference, to the extent that the Order would apply to Tenant’s activities.

Section 13. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

(A) Neither Tenant or any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5% (“Owners”), spouses and domestic partners of such Owners, 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% (“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 make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee (as such term is defined in Municipal Code Chapter 2-156) (a) after execution of this Agreement by Tenant, (b) while this Agreement or another agreement between Tenant and the City (an “Other Contract”) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

(B) From the date the City approached Tenant or the date 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 the Mayor’s political fundraising committee.

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

(D) The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this Section 13 or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this Section 13 or Mayoral Executive Order No. 2011-4.

(E) Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 13 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement and any Other Contract, for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including termination for default) under this Agreement, under any Other Contract, at law and in equity. This Section 13 amends any Other Contract with respect to the matters described herein and supersedes any inconsistent provision contained therein.

Section 14. Certification Regarding Lobbying
(A) Tenant certifies by signing and submitting this Agreement, to the best of its knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Tenant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

iii. Tenant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(B) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Section 15. Distracted Driving

(A) In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

(B) In support of this initiative, the City encourages Tenant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Tenant must include the substance of this Section 15 in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.