

Exhibit A

Concession Lease Agreement and License Agreement

Between the

City of Chicago

And

Alclear LLC, d/b/a CLEAR

Brandon Johnson
MAYOR

Michael McMurray
COMMISSIONER

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- Exhibit E Concessionaire Design Guidelines, (CDG)

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Exhibit M	Sustainable Airport Manual
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CONCESSION LEASE and LICENSE AGREEMENT

THIS CONCESSION LEASE and LICENSE AGREEMENT (the "**Agreement**") is made as of this _____ day of _____, 2026 ("**Effective Date**"), by and between the **CITY OF CHICAGO**, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois, acting through its Chicago Department of Aviation (hereinafter the "City" or "CDA") having a usual place of business at, Chicago, Illinois and **ALCLEAR, LLC, d/b/a/CLEAR**, a Delaware limited liability company (the "**Licensee**" or "**CLEAR**"), authorized to conduct business in the State of Illinois. The City and Licensee may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

The City and Licensee hereby agree as follows:

RECITALS

WHEREAS, The City is the owner and operator of Chicago O'Hare International Airport (the "Airport") and;

WHEREAS, The Airport is managed by the City for the benefit of the air traveling public and others using the Airport; and

WHEREAS, The City desires that Licensee provide Registered Traveler Services in certain terminals at the Airport, which service will assist in expediting security screening for passengers who are pre-registered for the service and providing additional amenities; and

WHEREAS, The Licensee has represented that it has the experience, ability, and resources to provide these services on a continuing basis under the terms and conditions set forth herein;

NOW, THEREFORE, the City and the Licensee hereby agree as follows:

ARTICLE I

DEFINITIONS AND ATTACHMENTS

1.1 License Agreement Information.

Airport:	Chicago O'Hare International Airport
City:	City of Chicago, acting through the Chicago Department of Aviation.
City's Address for Rent Payments:	Office of the City Comptroller 121 N. LaSalle; Room 700 Chicago, Illinois 60602.
City's Representative: Commissioner:	The Commissioner of the Chicago Department of Aviation. The Commissioner of CDA and any City officer or employee authorized to act on his/her behalf.
Department:	Chicago Department of Aviation or CDA.
Department's Notice Address:	10510 West Zemke Road Chicago, Illinois 60666.
Effective Date:	The date this agreement is counter-signed by the Mayor of the City of Chicago
Expiration Date:	The date which is the 5 th anniversary from the Effective Date,

unless sooner terminated as provided herein.

Licensee: **Alclear LLC, d/b/a CLEAR**, a Delaware limited liability company

Licensee's Representative(s): Kyle McLaughlin

Licensee's Notice Address: Alclear, LLC d/b/a CLEAR
85 10th Ave., 9th Floor
New York, NY 10011 6

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

1.2 Defined Terms. As used herein, the following terms shall have the meanings specified below:

"Additional Space" shall mean any location or space that is added to the Premises after the Effective Date of this Agreement, but does not include Relocation Space. Additional Space, if any, that is offered to Licensee, is solely at the discretion of the Commissioner. Licensee has absolutely no right or entitlement to be offered any Additional Space.

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

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

"Annual Certified Statement" shall mean a statement in the form of the Annual Certified Statement attached hereto as Exhibit J setting forth in the aggregate all of the "Gross Revenues as hereinafter defined generated at, on or from the Concession Premises and the amount of Concession Premises Rent payable to the City, all in accordance with Section 5.6 of this Agreement , for each Lease Year of the Term. The Annual Certified Statement shall be accompanied by the certification of an independent certified public accounting firm reasonably acceptable to the City. The City may change the form of the Annual Certified Statement upon thirty (30) days prior written notice to Licensee.

"Catchment Area" shall mean the full State of Illinois; the portion of Iowa situated closer to O'Hare than Minneapolis- Saint Paul International Airport; and a radius of 75 miles from Zip Code 60642 (the midway point between the Airports, provided that the 75 mile radius reduces to half the distance between Milwaukee or Indianapolis if CLEAR launches at one of these airports.

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

"CLEAR Concierge Services" shall mean a fee-based (in CLEAR's discretion) meet and assist service to the traveling public whereby CLEAR Ambassadors escort individuals from: (a) curbside arrival at the Airport to either or both of (i) the CLEAR Plus Lanes or (ii) through physical security screening to a gate, lounge, or other destination airside or (b) the airside arrival area through customs (if required) to baggage claim and/or curbside pickup

"Commissioner" shall mean the Commissioner of the Chicago Department of Aviation or his or her designee.

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

"Common Area Maintenance" ("CAM") shall mean the total of all amounts paid by the City in connection with the ownership, operation, maintenance and repair of the Common Area.

"Concession Premises" or "Premises" shall mean the public areas of the Airport which is designated in this Agreement and in Exhibit A which is attached hereto and incorporated by reference, as the places where Licensee may install the equipment and provide the services described in this Agreement.

"Concession Premises Rent" shall mean the greater of (a) the MAG or (b) Gross Revenues (as defined below).

"Concession Program" shall mean (i) the CLEAR Registered Traveler program and its operations within the Concession Premises ; (ii) TSA PreCheck Enrollment Services; (iii) CLEAR Concierge Services for Registered Traveler Services participants; and (iv) any other services provided by CLEAR upon mutual agreement between CLEAR and the Commissioner .

"Concessionaire Design Guidelines or (CDG)" shall mean those certain design standards and policies prepared by the Department for licensee at the Airports, as amended by the Department from time to time.

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

"Contracts" shall mean all written agreements with Contractors.

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

"Date of Beneficial Occupancy or (DBO)" shall mean the Effective Date.

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

"Default Rate" shall mean an amount equal to sixteen percent (16%) per annum of gross receipts, but in no event higher than the highest rate permitted by law, that shall be imposed upon the Licensee by the City in the event of Default by the Licensee. Such Default Rate is in addition to any amounts owed to the City by the Licensee.

"Environmental Laws" shall mean collectively, all applicable federal, state and local environmental, safety or health laws and ordinances and rules or applicable common law, including the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §5101 et seq.), the Resource Conservation

and Recovery Act (42 U.S.C. §6901 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.) as any of the foregoing may later be amended from time to time; any rule or regulation pursuant to them, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health or safety issues of or by the federal government, or any state or other political subdivision of it, or any agency, court or body of the federal government, or any state or other political subdivision of it, exercising executive, legislative, judicial, regulatory or administrative functions.

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

"Events of Default" shall mean those events described in Article 17.

"Force Majeure" shall mean any event beyond the control of the party claiming it, including but not limited to, acts of God, acts of a public enemy (such as war (declared or undeclared), invasion, insurrection, terrorism, riots or rebellion), fires floods, earthquakes, hurricanes, explosions, and strikes which wholly or materially prevents or impairs either party from performing its obligations in strict accordance herewith, provided, however, that any lack of funds shall not be deemed a cause beyond the control of a party.

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

"Gross Revenues" shall mean the total amount in dollars paid to CLEAR for CLEAR members who enroll in the Registered Traveler Services program with addresses within the Catchment Area, payment amounts received and recognized as revenue for TSA PreCheck Enrollment Services for enrollments and renewals that physically occur at the Airport, and CLEAR Concierge Services that physically occur at the Airport, whether for cash or on credit, paid or payable to Licensee, and any other person doing business in or from the Concession Premises. Gross Revenues do not, however, include the following:

- (i) any sums paid out by Licensee for any sales, retail excise, use, privilege, or retailers occupation or any other type of taxes now or later imposed by any duly constituted governmental authority;
- (ii) TSA Pass-Through Amounts;
- (iii) sales of furniture, fixtures, equipment and other items of personal property not in the ordinary course of Licensee's business;
- (iv) refunds from or the value of merchandise, services, supplies or equipment returned to vendors, suppliers or manufacturers (but excluding display allowances, placement allowances, or other promotional incentives), including refunds to enrollees in the Concession Program;
- (v) insurance proceeds received from the settlement of claims for loss of or damages to Improvements, merchandise, fixtures, trade fixtures and any other personal property other than the proceeds of business interruption insurance;
- (vi) amounts for coupons and other forms of discounts (including, but not limited to, customary discounts given by Licensee on sales of merchandise or services to its employees, if separately stated, and the discounted portion of any discounts given by Licensee on sales of

merchandise or services to other Airport lessees' employees, the Department or City employees and other employees employed at the terminals or the Airport, if separately stated) such that only the amounts actually received are ultimately included in Gross Revenues; and
(vii) gratuities for services performed by employees of Licensee paid by their customers except to the extent Licensee may be entitled to receive a portion of the gratuities.

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

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

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

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

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

"Minimum Annual Guarantee" or "MAG" shall mean the minimum annual guarantee fee for each Lease Year equal to the MAG Rates shown in Article 5.

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

"Operating Costs" shall mean those costs paid or incurred by Licensee in maintaining and repairing the Premises and utility and mechanical systems serving the Premises (excluding capital expenditures, as determined in accordance with generally accepted accounting principles); taxes paid by Licensee for the Premises (but not including income or franchise taxes); and costs of utility services (such as natural gas,

water, sewerage and electricity) consumed in the Premises to the extent not metered and billed separately by a utility provider.

"Operating Equipment" shall mean any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Licensee in the Premises. Operating Equipment shall not include Fixed Improvements as described in Section 8.

"Permitted Uses" shall mean any concession use of the Concession Premises as proposed by the Licensee and approved by the City.

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

"Plans and Specifications" shall mean those plans and specifications of Licensee as described in the Construction Documents and prepared with regard to any Improvements during the Term of this Agreement.

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

"Registered Traveler Services" shall mean those services set forth in Exhibit O.

"Relocation Space" shall mean space to which Licensee must relocate a Concession Premises or Storage Premises, or office space at the request of the Commissioner after the Date of Beneficial Occupancy.

"Rent" shall mean, collectively, Concession Premises Rent, and any other charge or amount due from Licensee under this Agreement as more particularly described and set forth in Article 4.

"Security Deposit" shall mean an amount equal to four (4) months of the MAG in the form of an irrevocable letter of credit, acceptable to the City of Chicago. The Security Deposit shall be adjusted annually to reflect the increase in the MAG; however the Security Deposit shall never fall below the amount of the first Lease Year Security Deposit amount.

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

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

"TSA Pass-Through Amounts" means pass-through federal background check and/or processing fees or other pass-through fees paid directly to the TSA and/or FBI.

"TSA PreCheck Enrollment Services" shall mean TSA PreCheck enrollment and renewal services by CLEAR on behalf of the Transportation Security Administration.

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

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

Exhibit A	Concession Premises and Storage Premises
Exhibit B	Special Conditions Regarding MBE/WBE Participation and MBE/WBE Compliance Plan
Exhibit C	Form of Letter of Credit/Payment and Performance Bond
Exhibit D	Economic Disclosure Statements and Affidavits
Exhibit E	Airport Concessions Manual
Exhibit F	Form of Annual Certified Statement
Exhibit G	Form of Monthly Certified Statement
Exhibit H	Service and Performance Operating Standards
Exhibit I	Sustainable Airport Manual
Exhibit J	Insurance Requirements

ARTICLE 2

RIGHTS AND OBLIGATIONS OF LICENSEE

2.1 Rights Granted to Licensee. The City hereby grants to Licensee, subject to all of the terms, covenants and conditions of this Agreement, the non-exclusive right to provide and conduct the Registered Traveler Services, TSA PreCheck Enrollment Services, and CLEAR Concierge Services, and such other services as mutually agreed to between Licensee and the Commissioner in specified locations as detailed in Exhibit A in the passenger terminals at the Airport; Provided that the parties hereby acknowledge and agree that the CLEAR Concierge Services are provided throughout the entirety of the Airport and are not restricted to those locations as laid out in Exhibit A.

2.2 Travel Document Checker Services. Licensee shall furnish, install, operate, and keep and maintain in good working condition, biometric enrollment and verification stations and Licensee lanes at airport security checkpoints (collectively "Verification Stations"), and any and all fixtures, equipment and hardware required for the efficient and effective operation of the Verification Stations, as specified in Exhibit A and this Agreement, including Article 8.

2.3 Registered Traveler Services Rates and Charges: Licensee shall provide the City with a list of all charges, including but not limited to enrollment fees, membership fees, taxes, and any governmental taxes that are passed through to the customer, within thirty (30) days from the execution of this Agreement by Licensee; and shall provide the City with written notice of any increase or change in charges as they occur.

2.4 Equipment Quality. Licensee shall provide high quality service to the City and the traveling public at the Airport. All items Licensee installs or uses to provide services pursuant to this Agreement must be provided by reliable sources and meet any Transportation Security Administration ("TSA") standards. All equipment, materials, parts, cables, software, and hardware furnished shall be new and unused and shall be current models, except as specifically authorized in writing by the Commissioner, shall be of first quality with the latest upgrades, and shall conform in all respects to laws in effect and as may be enacted from time to time. Failure on the part of Licensee to promptly correct, modify or rectify any deficiencies within ten (10) days shall, upon written notice from the Commissioner, be cause for termination of the Agreement by the City.

2.5 Rights of Ingress and Egress: Subject to those rules and regulations promulgated by the Commissioner, Licensee shall have such rights of ingress and egress to and from the Concession Premises over the Airport's Common Areas and other public areas of the Airport as may be reasonably necessary for Licensee, and their respective employees, agents, and Contractors and for each of their equipment and vehicles. Licensee shall control all of their respective vehicular traffic on the Airport, take all precautions as may be reasonably necessary to promote the safety of passengers, customers, business visitors and other persons, and employ such means as may be reasonably necessary to direct movements of any such vehicular traffic.

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

shall not be deemed to be a part of the Premises.

2.6 City's Delivery of the Concession Premises/Shell and Core. The City is responsible for providing the Premises in its current AS-IS WHERE-IS condition. The City makes no warranty, either express or implied, as to the design or condition of the Concession Premises, including the Shell and Core, or the suitability of the Concession Premises, for the Licensee's purposes or needs. The City is not responsible for any patent or latent defect, and Licensee must not, under any circumstances, withhold any amounts payable to the City under this Agreement on account of any defect in the Concession Premises, including the Shell and Core. If feasible, the City will assign to Licensee any warranties obtained from the City's contractor for the Shell and Core and/or the right to enforce City's rights under its contract for the Shell and Core.

2.7 Additional Space. During the Term, the Commissioner shall have the right, but not the obligation, in his/her absolute and sole discretion, to add square feet of space. In event that the Commissioner determines to make additional premises available to Licensee, the Commissioner will send written notice to Licensee to advise Licensee of the following:

- a. size and location, including an Agreement outline drawing of the Additional Premises; and
- b. the City's shell and core obligations and Licensee's Improvement obligations for the Additional Space.

Within ninety (90) days after receiving the written notice from the Commissioner, the Additional Space will be added to the Concession Premises as of the Date of Beneficial Occupancy of such Additional Space, as applicable, under this Agreement and **Exhibit A** shall be modified accordingly. Nothing set forth above requires the Commissioner to offer any Additional Space to Licensee.

Relocation Space. The Commissioner may, following discussions with Licensee and an opportunity to consult, during the Term, require Licensee to vacate any portion of the Premises and relocate the Licensee's operations in those affected portions of the Premises to another location within the Airport ("**Relocation Space**") when, in the sole discretion of the Commissioner, the portion of the Premises to be relocated is affected by construction or development, or is needed for other Airport or airline operational purposes or Airport security requirements. In such an event:

- (i) The Commissioner will notify Licensee in writing within a reasonable period of time prior to the date that the affected portion of the Premises need to be vacated and the affected operations moved to the Relocation Space. Such notice will be not less than ninety (90) days in advance of the proposed relocation, unless exigent circumstances require a shorter notice period. To the extent practicable, the City will endeavor not to require Licensee to move from the affected Concession Premises being vacated before the City completes any construction and Improvements to the Relocation Space and the Relocation Space is ready to be open for business to the public.
- (ii) The Department shall use its best efforts to provide Relocation Space which is a comparable location in terms of size, exposure to departing passengers, and the ability to generate the same level of Licensee's Gross Revenues as existed in the portion of the Concession Premises to be vacated. Any such additions, reductions and removals and relocations will be at the sole expense of Licensee. If the Relocation Space is not acceptable in Licensee's reasonable good faith business judgment, Licensee may reject the Relocation Space by notifying the Commissioner in writing no later than thirty (30) days after Licensee receives the Commissioner's notice. If

Licensee rejects Relocation Space, then this Agreement will be terminated as to the portion of the Premises the Licensee is required to vacate.

(iii) In the case of a relocation, Licensee must promptly vacate the portion of the Premises required to be vacated on the date specified in the Commissioner's notice and return that portion of the Premises in as good condition as existed as of the date that the City gave Licensee possession of the Premises being vacated, normal wear and tear and damage by casualty excepted, unless the Commissioner otherwise agrees in writing. Temporary disruptions of Licensee's operations resulting from such additions, reduction and removal and/or relocation shall not entitle Licensee to a temporary location elsewhere.

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

2.8 Permitted Uses. Subject to prohibitions that follow, the Premises may be used for only those Registered Traveler Services, TSA PreCheck Enrollment Services and CLEAR Concierge Services identified in this Agreement. Should a conflict arise between Licensee and other operators at the Airport regarding the scope of service privileges, the Commissioner in his/her sole discretion shall resolve the conflict. Licensee agrees to abide by the Commissioner's decision, which will be final and binding.

2.9 Prohibited Uses. Licensee shall not use the Premises for any use not specifically granted herein without the prior written approval of the Commissioner, which approval may be granted or withheld by the Commissioner, in his/her sole and absolute discretion.

2.10 Appurtenant Licensee Rights. Licensee, and its respective employees, agents and contractors shall have the right as appurtenant to the Premises, subject, however, to Licensee's compliance with the terms and conditions of this Agreement, including, without limitation, Licensee's maintenance and repair obligations set forth in **Section 8.2**, Licensee's insurance and indemnification obligations set forth in **Article 11**, the limitations on Licensee's use set forth in **Article 6**, and Licensee's compliance with all applicable nondiscriminatory rules and regulations established from time to time by the City including those set forth herein, to the non-exclusive use, in common with others, of the Common Areas (those which are not a part of the Premises), subject to the exclusive control and management thereof at all times by the City, for the purposes of moving to and from the Premises to engage in the uses of the Premises permitted in this Agreement, provided that the City reserves the right to make any changes which it deems appropriate to said Common Areas, including without limitation, relocation or elimination of all or any part of said Common Areas in the City's sole discretion, to assure public safety and convenience or to assure efficient operation at the Airport. The City shall use reasonable efforts so as to not prevent access and/or substantially impair access to the Premises in connection with any such changes to the Common Areas.

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

2.12 Removal of Property. Licensee shall not add, reduce, remove, or relocate any Verification Stations without (a) prior written request to the Commissioner, specifying the location of the Verification Stations that will be added, reduced, removed, relocated or disconnected and, if applicable, the new location of the Verification Stations, as well as the dates the Specific Verification Stations will be added, reduced, removed or relocated or disconnected, and (b) the prior written approval of the Commissioner, subject to his/her authority.

2.13 Storage and Office Space. The Commissioner may make storage and office space available to Licensee at the Airport from time to time as described in Exhibit A.

2.14 Installation of Equipment. Pursuant to Article 8 hereof and as further described in Exhibit F, Licensee shall be responsible for the installation, maintenance and operation of a dedicated biometric verification system at the Airport for expedited passenger screening and enrollment services and customer service stations for travelers to sign-up for or inquire about the Registered Traveler Services for the City in specified locations as more specifically described in Section 2.2 above.

2.15 Degradation of Service. Notice of any actual material degradation in Licensee's level of service shall be conveyed to Licensee in writing by the Commissioner. Licensee shall upgrade any and all equipment and specifications, to the Commissioner's satisfaction, within ten (10) days of the date of the written notification, unless otherwise approved in writing by the Commissioner. Questions or complaints regarding the quality of services and/or charges, whether raised by patrons or on the City's own initiative or otherwise, may be submitted to Licensee for response by Licensee within 72 hours of receipt of said questions or complaints. At the request of the Commissioner, Licensee shall meet with the Commissioner to review any complaints or concerns and shall correct any deficiencies as expeditiously as possible, but not more than ten (10) days from the date of the City's request, unless otherwise approved in writing by the Commissioner. The City's determination shall be conclusive.

2.16 Hours of Operation. Registered Traveler Service operations hours will be mutually agreed upon and approved, in writing, by the Parties.

2.17 Licenses. Licensee shall, at its own expense, identify, obtain, and maintain in force any and all licenses and permits required for the operation of all aspects of the services to be provided by Licensee pursuant to this Agreement.

2.18 Description of Cash and Record Handling, and Requirements. If Licensee will handle cash, Licensee shall prepare a written description of its cash handling and receipts recording systems and equipment which shall, with thirty (30) days of execution of this Agreement, be submitted to the Commissioner for approval. When approved by the Commissioner, such systems and equipment, including any revisions thereto approved by the Commissioner shall be utilized by Licensee in its operations hereunder. Licensee will maintain adequate employee fidelity bonds to cover its entire employee who handle money. Licensee does not handle cash at this time.

2.18 Inventory. Prior to the commencement of operations, and annually thereafter, the Licensee shall furnish to the Commissioner a written inventory of all Verification Stations and stations it has

placed in the Airport.

2.19. Liquidated Damages. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS ENTERED INTO FOR THE PURPOSE OF ENSURING THAT THE TRAVELING PUBLIC HAS ACCESS TO REGISTERED TRAVELER SERVICES ON A CONTINUOUS BASIS, AND THAT DAMAGES RESULTING FROM INTERRUPTION OF SUCH SERVICE WOULD BE DIFFICULT TO DETERMINE AND QUANTIFY. LICENSEE AGREES THAT IF, DURING INSPECTIONS BY THE CITY, THE FAILURES BY THE LICENSEE LISTED BELOW ARE FOUND TO EXIST, THE CITY WILL SUFFER DAMAGES. LICENSEE FURTHER AGREES THAT (A) IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES WHICH THE CITY WOULD SUFFER; (B) THE RESPECTIVE AMOUNTS SET FORTH OPPOSITE EACH FAILURE SHALL CONSTITUTE LIQUIDATED DAMAGES PAYABLE TO THE CITY FOR SUCH FAILURE; (C) THE PAYMENT OF SUCH AMOUNTS TO THE CITY AS LIQUIDATED DAMAGES CONSTITUTES A REASONABLE APPROXIMATION OF THE DAMAGES WHICH WOULD BE SUFFERED BY THE CITY; AND (D) PAYMENT OF SUCH AMOUNTS TO THE CITY AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT INSTEAD IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE CITY.

FAILURES		LIQUIDATED DAMAGES
Verification Stations not In service		\$200.00 per day per piece of equipment not in service
Incorrect signage		\$50.00 per location per occurrence
Failure to install signage required by Laws, Rules or Regulations or failure to remove unapproved signage or Advertising displays within twenty-four (24) hours of receiving written notice or request.		\$1,000 per day

BY THEIR INITIALS BELOW, CITY AND LICENSEE INDICATE THEIR ACCEPTANCE OF THIS LIQUIDATED DAMAGES PROVISION.

City

Licensee

2.20 Determination of Non-Compliance. The Commissioner's reasonable and documented determination regarding the existence of the failures listed above shall be binding on the Licensee. Licensee may contest any liquidated damages imposed by delivery of notice to the Commissioner, with in ten (10) days of receipt of liquidated damages determination whose sole decision on the matter shall be final. City's failure to impose liquidated damages for any particular occurrence of a failure set forth above shall not constitute a continuing waiver or a waiver of any subsequent failures.

2.21 Additional Fees and Reporting:

(a) Licensee must comply with CDA's Language Assistance Plan, (LAP) as may be amended from time to time, and must cooperate in reporting all Title VI complaints that may be received by CDA.

(b) Marketing Fee. A Marketing Fee in the amount equal one-half of one percent (0.5%) of

the monthly Gross Revenues (the "**Marketing Fee**") for the purposes of advertising, publicity, promotional materials, events, directories, customer service training and other activities appropriate for marketing of the concessions programs at the Airport (the "**Marketing Program**") shall be paid Licensee. Licensee shall prepare and submit an annual budget and plan for marketing which shall be subject to the prior written consent of the City, such consent not to be unreasonable, withheld, conditioned or delayed.

(c) [Reserved]

(d) [Reserved]

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

(f) Any Other Charges. A pro rata share of any other sums charged by the City to Licensee pursuant to this Agreement.

Licensee shall be solely responsible for any and all costs and expenses associated with any utility use and consumption increases required, including extending any required utility lines within the Terminal from the existing base building connection points to the Premises. Except as expressly set forth in this Agreement, in no event shall Licensee be reimbursed for its costs and expenses in connection with the development, operation or maintenance of the Registered Traveler's Service program.

2.22 **Hazardous Materials:** Licensee shall be responsible for the identification of any Hazardous Materials that may be encountered during the construction and shall report any such Hazardous Materials so encountered to CDA. Unless the conditions were caused by Licensee's operations, the City, at the City's sole cost and expense, shall be responsible for the remediation and/or removal of any such Hazardous Materials and shall also be responsible for obtaining the approval of any inspections or certifications related to any such Hazardous Materials which may be required by applicable laws.

ARTICLE 3

TERM

3.1 Term.

(a) Term. This Agreement is in full force and effect upon the Effective Date. The term of this Agreement ("**Term**") commences on the Effective Date and ends at 11:59 p.m. on the Expiration Date, unless sooner terminated as provided herein. The Term shall not be extended beyond the expiration or earlier termination of this Agreement due to the inclusion of any additional premises which may be added from time to time during the Term.

(b) Date of Beneficial Occupancy. The Date of Beneficial Occupancy, (DBO) shall be deemed the Effective Date of the Agreement.

(c) City Council. This Agreement was approved by an ordinance adopted by the Chicago City Council on _____.

3.2 Termination. Unless earlier terminated in accordance with its terms, this Agreement shall terminate on the Expiration Date without the necessity of notice, and Licensee hereby waives all rights to any notice to terminate, vacate or quit the Premises except as may otherwise be expressly provided for in this agreement. Licensee hereby waives any and all rights of redemption, granted by or

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

3.3 Holding Over.

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

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

No occupancy of the Premises by Licensee after the expiration or earlier termination of this Agreement (in its entirety or as to the portion of the Premises in question) extends the Term of this Agreement with respect to the portion of the Premises, except as a holdover tenancy. Licensee shall be required to vacate and surrender any portion of the Premises during the holdover tenancy in accordance with notices from the Commissioner from time to time to accommodate any of the City's replacement Licensee's construction and commencement of operations. In the event of any unauthorized and willful occupancy after such expiration or termination, Licensee must indemnify the City against all damages arising out of the retention of occupancy, and all insurance policies and letters of credit required to be obtained and maintained by Licensee as set forth in this Agreement must continue in effect.

3.4 Surrender.

(a) At the termination or expiration of this Agreement as to any portion of the Premises, Licensee shall promptly, peaceably, quietly and in good order quit, deliver up and return the Premises (or that portion as to which the Agreement has terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted. Except as provided below, Licensee must remove all of Licensee's personal property from the Premises or the affected portions of the Premises within seven (7) days following the date of termination or expiration of this Agreement. All Improvements installed by or for Licensee and each of its SubLicensees shall remain in the Premises and shall in no event be required to be removed by Licensee. Licensee shall repair any damage to the Concession Premises caused by Licensee's or removal of personal property, trade fixtures and other items which Licensee is permitted to remove. All the removal and repair required of Licensee under this Section are at Licensee's sole cost and expense. For clarity, Improvements shall not include any biometric enrollment or verification equipment utilized by Licensee.

(b) If Licensee fails to perform any of its obligations, then the Commissioner may cause the obligations to be performed and Licensee shall pay the cost of the performance, together with interest thereon at the Default Rate from and after the date the costs were incurred until receipt of full payment therefor. Any property of Licensee not removed by Licensee or in accordance herewith is deemed abandoned and the Commissioner may dispose of it as she sees fit, without any liability to Licensee or any other person.

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

- 3.5 Termination Due to Change in Airport Operations. This Agreement is subject to termination by either party on sixty (60) days written notice in the event of any action by the Federal Aviation Administration ("FAA"), the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Airport, the terminals or a portion thereof for commercial aviation purposes that renders performance under this Agreement by either Party impossible, and which governmental action or court order remains in force and is not stayed by way of appeal or otherwise, for a period of at least ninety (90) days, so long as the action or order is not the direct and specific result of any Event of Default of Licensee.

ARTICLE 4

RENT, REPORTS AND AUDITS

4.1 Rent.

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

(i) **MAG:**

80% of the Percentage Rent assessed to Licensee for the previous calendar year. The MAG for calendar year 2027 shall be 80% of the Percentage Rent assessed to the Licensee for calendar year 2026, during which Licensee operated under a previous Agreement with the City.

(ii) **Percentage Rent** : 12% of Gross Revenues .

(iii) Relief for Exceptional Circumstances. Notwithstanding the foregoing, if the total number of enplaned passengers at the Airport for any Lease Year decreases by more than twenty percent (10%) from the same period in the prior Lease Year (the "**Reference Period**"), then the MAG for such Lease Year shall automatically be adjusted downward by the percentage decrease in the number of enplaned passengers for the period experiencing the decrease (an "**Exceptional Enplanement Adjustment**"); provided, however, that if a Reference Period was a twelve (12) month period that previously triggered an Exceptional Enplanement Adjustment, the Reference Period shall instead mean the same twelve (12) month period of the most recent year that did not trigger an

Exceptional Enplanement Adjustment for that period.

The Licensee's Rent obligations shall begin on the Effective Date as described in section 1.2 of this Agreement.

(b) Additional Rent. The following items shall be considered as “**Additional Rent**” hereunder:

(i) Impositions. Licensee must timely pay, as and when due, any and all taxes, assessments, fees, and charges levied, assessed or imposed by a governmental unit upon this Agreement, the Premises, Licensee's leasehold or upon Licensee's personal property, including but not limited to all permit fees and charges of a similar nature for Licensee's conduct of any business or undertaking in the Premises (collectively, “**Impositions**”). Licensee must provide Commissioner a copy of all notices relating to Leasehold taxes on the Premises within thirty (30) days after receipt and must provide the Commissioner with a receipt indicating payment of Leasehold taxes on the Premises when due. Nothing in this Agreement precludes Licensee from contesting the amount of an Imposition, including those taxes or charges enacted or promulgated by City; but Licensee must not contest the applicability of an Imposition in connection with the Premises. Failure of Licensee to pay any Imposition when due, except to the extent that Licensee is contesting the amount of the Imposition, will constitute an Event of Default.

(ii) Any other amounts expressly identified as Additional Rent in this Agreement.

(c) Common Area Maintenance ("CAM") Licensee shall pay an annual fee of \$4.52 per square foot for the operation, maintenance and repair of the Common Areas.

4.2 Time of Payments.

(a) Commencing on the Effective Date , Licensee shall pay to the City on or before twentieth (20th) day following the expiration the preceding calendar month commencing with the second (2nd) month following the Effective Date :

(i) Concession Premises Rent for the preceding calendar month;

Licensee shall also pay Impositions if and when due following the Effective Date .

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

(iii) the CAM, as described above.

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

any payment or partial payment of Rent, liquidated damages or other fees or charges shall not constitute a waiver of any right on the part of the City. No such payment shall be deemed to be other than a payment on account of the earliest Rent then due, nor shall any endorsement of any check or payment be deemed an accord and satisfaction unless specifically agreed to in writing by the City, and the City may accept such check or payment without prejudicing in any way its right to recover the balance of such Rent.

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

4.5 Security Deposit.

(a) Form of Security Deposit.

(i) Licensee must provide the City no later than the sixty (60) days following the execution of this Agreement with an irrevocable, unconditional sight draft Letter of Credit in favor of the City in the amount equal to four months (4) of the MAG. The Letter of Credit and any replacements or renewals of it must be issued with an expiration date of at least one (1) year after the respective dates of issuance or renewal and must be maintained by Licensee, through and including the date that is one hundred twenty (120) days after the expiration of the Term. The Letter of Credit must be reasonably similar to the form set forth in Exhibit G or as otherwise approved by the City's Corporation Counsel.

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

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

(iv) The Letter of Credit must provide that the Commissioner may draw upon the Letter of Credit in whole or in part upon the delivery by the Commissioner to the issuer of the Letter of Credit of a demand for payment, purportedly signed by the Commissioner, together with a written statement that the Commissioner is entitled to draw upon the Letter of Credit under the terms of this Agreement. If amounts are drawn upon the Letter of Credit or amounts of a cash Security are applied by the Commissioner in accordance with the terms of this Agreement,

Licensee must reinstate the Letter of Credit or cash Security to its full amount required in this Agreement within ten (10) days following receipt of written notification by the Commissioner of the City's draw upon the Letter of Credit or use of the cash Security. The rights reserved to the Commissioner or the City under the Letter of Credit or any cash Security are in addition to any rights they may have under this Agreement or under law.

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

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

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

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

5.6 Reports.

(a) Monthly. Licensee must furnish to the Commissioner on or before the fifteenth business day (15th) day of each month falling wholly or in part within the Term of this Agreement, a complete statement, certified by an authorized representative of Licensee, showing in all reasonable detail, the amount of Gross Revenues derived from each Concession Location during the preceding month and the amount due from Licensee for the preceding month (the "Monthly Certified Statement").

Licensee must also furnish a balance scorecard with key performance indicators including, but not limited to, customer satisfaction, point of purchase, incremental sales, average purchase value, and sales per enplanement.

(b) Quarterly.

Licensee must furnish to the Commissioner on or before the tenth (10th) business day of April, July, October, and January a presentation on the following:

Quarterly analysis of Sales and Revenue by location and by category; and

Report of passengers using biometric usage at each unit when "checking in"

(c) Annually.

(i) Licensee also must furnish to Commissioner no later than one hundred twenty (120) days following the end of each Lease Year and within one hundred twenty (120) days after the expiration or termination of this Agreement, a complete statement of the amount of Concession Rent payable by Licensee for such Lease Year certified by an independent certified public accountant engaged by Licensee, showing in all reasonable detail the amount of the MAG and Gross Revenues, due from Licensee for the preceding Lease Year (the "Annual Certified Statement"). The Commissioner may, from time to time, reasonably require upon not less than thirty (30) days prior written notice to Licensee, copies of all returns and other information filed with respect to Illinois sales and use taxes as well as such copies of the respective annual certified statements and other reasonable financial and statistical reports as requested.

(ii) Licensee's Annual Certified Statement shall include a standard non-qualified opinion of an independent certified public accountant as to the accuracy of the Annual Certified Statement.

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

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

5.8 Books, Records and Audits.

(a) Except as provided below, Licensee shall maintain at its principal business offices located in the United States and to make the same available for inspection in Chicago full,

complete and proper books, records and accounts in accordance with generally accepted accounting procedures relating to and setting forth the Gross Revenues, both for cash and on credit, and must require and cause its operations personnel to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by the Licensee. The books and source documents to be kept by the SubLicensees shall include true copies of all federal, state and local tax returns and reports, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Concession Premises by anyone conducting business in or from the Concession Premises. Pertinent original sales records are to include: such records that would normally be examined by an independent accountant under accepted auditing standards in performing an audit of the Gross Revenues. Licensee or its SubLicensees (as the case may be) must maintain any such books, records, and source documents in a secure location for a period of five (5) years following the expiration of each Lease Year during this Agreement and for the same period following the final Lease.

(b) Licensee shall record the time of each, in the presence of the customer, all receipts from the sale or other transaction, whether for cash, credit or otherwise, in a FMS having a cumulative total that must be sealed in a manner approved by the Commissioner and that must possess such other features as reasonably required by the Commissioner. The books, records and accounts, including any sales tax reports that Licensee may be required to furnish to any government or governmental agency, must at all reasonable times be open to the inspection (including the making of copies or extracts) of the Commissioner, the Commissioner's auditor or other authorized representative or agent at Licensee's principal business office located in the United States (with copies thereof to be made available for inspection within the City of Chicago, if so requested by the Commissioner) for a period of at least three (3) years after the expiration of each calendar year falling wholly or in part within the Term. All of the costs and expenses incurred in any such examination or inspection by the City shall be at the City's sole cost and expense except as otherwise provided in this Agreement.

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

(d) After providing Licensee at least three (3) days prior written notice, the Commissioner may inspect the books and records of Licensee. Further, at its option, the Commissioner may at any reasonable time, upon no less than ten (10) days prior written notice to Licensee cause a complete audit to be made of Licensee's entire records relating to the Concession Premises for the period covered by any statement issued by Licensee as above set forth. If the audit discloses that Licensee's statement of Rent is understated to the extent of:

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

In addition to the foregoing, and in addition to all other remedies available to the City, if

Licensee or the City's auditor schedules a date for an audit of Licensee's records and Licensee fails to be available or otherwise fails to comply with the reasonable requirements for the audit, Licensee must pay all reasonable costs and expenses associated with the scheduled audit.

5.9 Lien. In addition to any liens as may arise under Illinois law, the City has a contractual lien under this Agreement on all property, including Licensee's personal property located on the Premises, as security for nonpayment of any Rents due, excluding biometric enrollment and verification equipment.

ARTICLE 6

TRANSFERS

6.1 City.

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

6.2 Licensee.

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

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

(c) Transfers not requiring City Consent.

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

exists and (vi) the transferee Affiliate executes the City's EDS form and certifies therein compliance with all laws and ordinances referenced.

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

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

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

(f) City's Right to Collect from Transferee. If any Transfer shall occur, with or without City consent, City may collect fees and other sums to be paid under the Agreement from any assignee, or other transferee of Licensee, and in such event shall apply the net amount collected to the fees and other sums payable by Licensee hereunder without such action by City releasing Licensee from any of its obligations hereunder. If any Transfer requiring City consent shall occur without City consent, and if City collects fees and other sums from the transferee and applies the net amount collected in the manner described in the preceding sentence, such actions by City shall not be deemed to be a waiver of the consent requirement or constitute acceptance of such transferee.

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

(h) Excess Rent. In the event of a permitted Transfer of all or any portion of the Premises or Transfer of all or any portion of the Term, where the fees or rent payable to Licensee exceed the

Rent or pro rata portion of the Rent payable by Licensee to City under this Agreement, as the case may be, for the Premises or Term, Licensee must pay the City monthly, as Additional Rent, at the same time as the monthly installments of other Rent under this Agreement that are payable in monthly installments, the excess of the fees or rent payable to Licensee pursuant to the Transfer over the Rent payable to the City under this Agreement.

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

(j) [intentionally omitted]

ARTICLE 7

MANAGEMENT AND OPERATIONS

7.1 Licensee's Management Responsibilities. In managing and operating the Registered Traveler Services program Licensee shall:

- (a) Bill and use its best efforts to collect all amounts payable to Licensee by each and every customer pursuant to the terms of the respective sales agreements;
- (b) Monitor the sales activity and sign-up activity;
- (c) Ensure that its employees operate in a manner so as to not interfere with Airport operations or create any hazardous situation;
- (d) Conduct audits of the program;
- (e) Continuously operate in accordance with this Agreement;
- (f) Monitor and use commercially reasonable and good faith efforts to enforce the compliance of all ACDBE requirements as set forth in this Agreement;
- (g) Use good faith efforts to assist the City's Construction Manager to monitor and report Licensee's compliance with the respective MBE/WBE Participation Plans;
- (h) Maximize the financial return to the City and Licensee and, in addition, provide quality services to the public in accordance with the pricing policies set forth in this Agreement;
- (i) Understand and implement changing trends in the security industry to the extent possible ;
- (j) Attend meetings at the request of the Commissioner with respect to Licensee's obligations under this Agreement and issues related to program. Licensee shall cause members of its Operational Staff as defined below or senior employees or staff (and, if needed, SubLicensees representatives) to attend such meetings as may be reasonably requested by the Commissioner;
- (k) Provide the City with such data and information with respect to the program as the City may reasonably request from time to time, including sales forecasts; and

(l) Perform annual passenger market survey to assess customer service and customer satisfaction.

(m) Monitor, approve and facilitate the submission of airport security badge applications in accordance with all federal regulations.

(n) Partner with City personnel to integrate innovative means of using online presence to market Licensee. This includes uses of social media, public address system, targeted media campaigns, and integration with advertising concessionaire.

7.2 Service to the Public. Licensee acknowledges and agrees that the Registered Traveler's Services program is an important service to users of the Airport and vital for the economic development of the City, and that therefore Licensee's employees shall conduct themselves in a first-class, customer service focused, efficient, courteous and accommodating manner.

7.3 [Intentionally Omitted]

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

7.5 [Intentionally Omitted]

7.6 Standards of Service. Licensee shall comply with the following standards of service in the management of the Concession Program.

(a) Staffing/Personnel. Licensee shall employ a full-time trained professional staff ("**Operating Staff**") at all times during the Term of this Agreement of sufficient size, expertise, ability, suitability, and experience in necessary to administer the Registered Traveler Services ("**Personnel**"). All such Personnel shall provide a high level of customer service consistent with first class operations and shall use skill and diligence in the conduct of business, retail, customer service and Agreement management to carry out all of its obligations and responsibilities under this Agreement. Licensee shall maintain a sufficient number of Operating Staff on-site at the Premises during the normal airport business hours (but such Operating Staff shall be available at other times as provided below) in accordance with the staffing plan submitted by Licensee (the "**Staffing Plan**"). Such Staffing Plan, upon approval by the City, shall be modified upon the reasonable request of the City. Licensee shall maintain and cause its SubLicensees to maintain a sufficient number of personnel including, without limitation, management and supervisory personnel to fully meet the needs of customers during the Service Hours. Licensee's operating staff on the Premises shall be available by telephone and/or such other communication device as the City may require during the service hours.

(b) Customer Service. Licensee's and SubLicensee's employees shall provide a high level of customer service consistent with a first class operation. Licensee's and SubLicensees employees shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business. Licensee's and SubLicensee's employees shall have sufficient knowledge of the Airport to promptly and courteously direct and assist passengers

in and around the Airport , including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals and ground transportation. No employee of Licensee or its SubLicensees shall act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of the City, nor shall they act in a manner to interfere with the operation of the Airport, including security queuing operations. Each Concession Premises shall accept all major credit cards. Licensee shall provide initial and on-going customer service training to its and its SubLicensees employees in order to ensure compliance with the specific service and performance operating standards and to provide a high level of customer service.

(c) Concession Premises Facilities and Equipment. Licensee shall operate the Concession Premises in a well-organized, safe, professional, clean and attractive manner and condition. All Operating Equipment shall be maintained in good condition and repair.

(d) Material Transportation. It is necessary due to the number of vendors in the Airport that the City protects the airside operation area and the landside curb utilization integrity for the flow of airline passengers. Therefore, Licensee agrees that the City, in its sole discretion, may require that all of Licensees' equipment and materials be delivered only within the times and at the locations authorized by Airport personnel. In transporting equipment and materials Licensee shall use only carts or conveyances that are sealed, leak-proof, and equipped with wheels suitable for operating on carpet or other flooring without damage thereto, as approved by the City. Airport personnel may require changes in the method, location or time of the delivery of Licensee's merchandise or materials.

(e) [intentionally omitted]

(f) Trash and Refuse. The Licensee shall provide a complete and proper arrangement for the adequate sanitary handling of all trash and other refuse caused as a result of the operation of the Premises. If requested, the Licensee shall provide and use suitable sealed fireproof receptacles for all trash and other refuse on or generated in connection with the Licensee's use of the Premises. Piling of boxes, cartons, barrels or other similar items in, or within view from, a public area shall not be permitted. The Licensee shall comply with all Airport rules and regulations relative to trash, waste disposal, or recycling that may be made from time-to-time, and the Licensee shall pay the costs associated with trash removal and disposal, as it may be amended from time to time.

(g) Customer Complaints. In the event that Licensee or any of its SubLicensees receive any written complaint concerning the Concession Program or any concession operations therein, Licensee shall within 72 hours of receipt of such complaint by Licensee forward a copy of the complaint to the Commissioner and Licensee shall or shall cause its SubLicensees to respond to such complaint in writing within three (3) days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. If the City receives a written complaint regarding the Concession Program or any concession operations therein, the City shall forward a copy of the same to Licensee and Licensee shall respond as set forth herein.

(h) Project Manager General Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Agreement, Licensee shall retain a qualified competent manager suitably experienced and acceptable to the City to provide on-site management of the Registered Traveler Services on a full-time basis to manage all of

Licensee's obligations and responsibilities under this Agreement. Licensee shall notify the City of the identity of its General Manager and of any changes to the staff. Licensee shall assure that the General Manager or his or her designee is available by telephone and such other communication device as the City may require, on a 24 hour per day, seven (7) days per week basis to respond to the City on day to day issues and in the event of emergencies. Licensee shall notify the City of the name and telephone number of such representative and shall update such information as necessary. If any General Manager, in the City's reasonable judgment, does not perform up to standards consistent with the fulfillment of Licensee's obligation and responsibilities under this Agreement, Licensee, in good faith, shall promptly take steps to remedy any such failure in performance.

(i) Continuous Operation. As provided in Article 3, Licensee hereby covenants that it shall continuously market, manage and operate any available Concession Premises pursuant to the terms of this Agreement, and continuously and uninterruptedly occupy and use the Concession Premises shall keep the Concession Program open for business during the Service Hours, except as may otherwise be permitted under this Agreement or to the extent Licensee or any of its may be prevented therefrom by force majeure, or occasioned by the City's negligence or willful misconduct. Licensee acknowledges that the Concession Program are essential services at the Terminal and Licensee's failure to cause it to provide continuous operation of the Concession Program or any portion thereof will result in damages to the City that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, the City may assess, and if so assessed, Licensee shall pay to the City as liquidated damages and not as a penalty, the amount of equal to the average daily revenue generated at each location in the peak month of operations plus 10% for each day the Concession Program is not continuously operated.

7.7 Concession Monitoring. Performance Standards and Audits. Licensee acknowledges the desire of the City to provide first class, customer service oriented concessions to the traveling public and other customers of the Airport, consistent with the provisions of this Agreement. Licensee shall use commercially reasonable efforts to cause it to maintain the Premises in a clean, neat, sanitary and safe condition in accordance with the service and operating standards which have been reviewed and approved by the City, and in accordance with the provisions of this Agreement. Licensee shall work with its to achieve and maintain compliance with such requirements, including but not limited to, conducting daily walk through inspections and periodic meetings with on an as needed basis.

7.8 [Intentionally Omitted.]

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

7.10 Access for Delivery and Removal. Licensee shall not and shall not receive or remove supplies, material, equipment, rubbish or debris through any Common Areas or service areas or otherwise utilize said areas, except at such times and in such manner and by such route as may from time to time be designated by the City. The City reserves the right to require Licensee to participate in the City's Green Concessions Program.

7.11 Efficient Use of Space. Licensee acknowledges that the Premises is to be used by the traveling public. Licensee shall make available such space to the traveling public (subject to membership) on a nondiscriminatory basis and shall coordinate its activities and operations with abutting Licensees and the City so as to maximize efficient use of available space. Licensee shall not readjust its queuing lines or move the locations of stanchions or other equipment without the authorization of the City; provided that Licensee shall not require prior authorization of the City to adjust its queueing lanes to ensure compliance with legal requirements such as ADA spacing requirements, and as needed for temporary maintenance such as cleaning.

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

7.13 Signage. In addition to signage required by law, tariff, and regulation, and subject to the limitations set forth in the Agreement, Licensee is hereby granted the right to install and maintain appropriate signs in the Premise, provide that the design, installation and maintenance of such signs shall have received the advance, written approval of the Commissioner prior to installation or modification. Licensee must install any City-directed informational or instructional signage within thirty (30) days of the Commissioner giving written notice to Licensee to install such signage. Licensee shall not erect, construct or install any advertising displays or fixtures on or around the Premises or any other location at the Airport for any reason at any time without the prior written consent of the Commissioner.

No identification signs pertaining to Licensee's operations shall be installed or placed on or around the Premises or at the Airport until Licensee has submitted to the City drawings, sketches, design dimensions, and type and character of such identification signs proposed to be placed thereon or therein and has received written approval from the Commissioner. Only signage that has been approved in advance can be placed on or around the Premises.

In the event Licensee fails to comply with this Section or refuses to remove any advertising displays within twenty-four (24) hours of receiving a written notice or request to do so from the Commissioner, the City shall have the right to:

- (i) Commence termination of the Agreement pursuant to the terms of this Agreement;
- (ii) Physically remove the non-complying display materials and require Licensee to pay, as Additional Fees, all costs of City-related thereto plus fifteen percent (15) administrative and overhead charges;
- (iii) Payment of liquidated damages, as Additional Fees, The acceptance of any such Additional Fees by the City from Licensee shall not be viewed as a waiver of any breach of the terms of this Agreement.

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

7.15 Minimum Wage. Licensee agrees that this Agreement is subject to Mayoral Executive Order 2014-1 ("Executive Order 2014-1"), which provides for a fair and adequate Minimum Wage to be paid to employees of City concessionaries and their contractors, subcontractors and sub-lessees. Licensee and any of its contractors, must pay the Minimum Wage set forth in Executive Order 2014-1 and comply with any applicable regulations issued by the Chief Procurement Office. As of July 1, 2019 the Minimum Wage for all employees to be paid pursuant to Executive Order 2014-1 is \$14.10 per hour. This requirement applies to any employee working at the Airport. When the employer takes an allowance for gratuities pursuant to 820 ILCS 105/3(c), the employer shall base the calculation of the amount to be paid by the employer to the employee on the minimum wage as set forth in 820 ILCS 105/3, and add \$1.00 per hour to that amount. As of July 1, 2019, the resulting amount to be paid, taking an allowance for gratuities, is \$7.60 per hour.

Every July 1, these hourly wages shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1 of each year, the City will make available to the Licensee a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

If Licensee pays an employee the wage for employees who receive gratuities, shall transmit to the City, in a manner provided by regulation, substantial evidence establishing both the amount that the employee received as gratuities during the relevant pay period or periods, and the fact that the employee did not return any part of those gratuities to the Licensee, SubLicensees, or subcontractor. If Licensee is required by the Minimum Wage Law to provide substantially similar data to the Illinois Department of Labor, the City may allow compliance with this requirement by filing the same documentation with the City. The City shall utilize this data to ensure that each employee receives, in combined salary and gratuities, at least the base hourly wage required under Executive Order 2014-1.

However, the Minimum Wage is not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

This Minimum Wage section does not apply if Licensee or SubLicensee is a not-for-profit organization having tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code and recognized under Illinois law governing not-for-profit corporations.

ARTICLE 8

CONSTRUCTION, MAINTENANCE AND REPAIR

8.1 City Improvements. The City shall deliver the Premises in its AS-IS Condition. The City shall not be obligated to make or cause to be made any improvements of any nature to the Premises except as and only to the extent expressly set forth herein. In the event that the City makes or causes any improvements to be made ("**City Improvements**"), the City shall own and maintain said City

Improvements, unless otherwise agreed to in writing.

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

8.3 Licensee Improvements.

(a) General. Licensee shall install and maintain booth, podium, stations, barricades, computer, register, biometric identification verification equipment, and all other related equipment ("**Verification Station Equipment**") that is installed within the assigned areas for use by the general public to (1) walk through screening after registration confirmation, (2) to make inquiries regarding expedited traveler services, (3) to sign-up and remit payment to register for expedited traveler services, or (4) other permitted type of transaction or information retrieval by way of registration for the Registered Traveler Services, (including but not limited to, any and all related equipment, fixtures and improvements as specified in this Agreement (collectively, "**Licensee's Improvements**") in the Premises, as accepted and approved by the Commissioner through the approval process. In addition, Licensee shall install and maintain power conduits, cables, antennas, electrical outlets where an electrical outlet is not currently available and any other related equipment associated with the Verification Lanes (collectively "**Electrical Hardware**"), as accepted and approved by the Commissioner through the approval process. Licensee shall solely bear the cost of the Improvements and Electrical Hardware. All installation work shall be performed by appropriately licensed persons.

(b) Plans and Specifications. Subject to Force Majeure as defined in this Agreement or to events beyond Licensee reasonable control, Licensee shall use diligent efforts to submit in a timely manner complete Plans and Specifications to the City for the installation of any new equipment for the administration of Registered Traveler Services. All of such Plans and Specifications shall be submitted for approval by the City in accordance with the City approval process prior to the commencement of any construction. The City shall use its best efforts to notify Licensee in writing of its approval, disapproval or comments upon any Plans and Specifications submitted in accordance with the City approval process within thirty (30) days of its receipt. Within one hundred eighty (180) days of the completion of construction, Licensee shall deliver to the Commissioner final and complete "as-built" Plans and Specifications as outlined in the Concessionaire Design Guidelines (CDG).

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

The City's approval of any Plans and Specifications shall not be deemed or be construed to indicate or demonstrate adequacy of the design, construction or safety of the proposed improvement, structure, alteration, modification, sign or addition. Upon completion of the proposed improvement, structure, alteration, modification, sign or addition, Licensee shall or shall cause its SubLicensees to deliver "as-built" drawings to the Commissioner.

Licensee warrants that all goods and materials furnished in connection with the Licensee Improvements and Electrical Hardware will be new and of good quality and that all workmanship will be of good quality, free from fault and defects.

8.4 Licensee Construction Process.

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

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

(c) All contracts for the construction or installation of Improvements shall require:

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

- (ii) that all contractors comply with all applicable provisions of this Agreement.

(d) Licensee must comply in its design, construction, use, occupancy and operation of the Premises at its own cost, with:

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

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

- (iii) the CDG and the Airport Concession Program Handbook.

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

8.5 Licensee Construction Costs.

(a) Licensee Building Improvements. Within one hundred eighty (180) days of the completion of the Improvements made by Licensee during the Term of this Agreement Licensee

shall furnish the City with a statement certified by an authorized representative of Licensee subject to audit by the City, detailing the actual costs expended for the construction of the Registered Traveler Services. Upon approval by the City, in accordance with the terms of this Agreement, the approved amount for Licensee's initial Improvements and/or any such refurbishments made thereto shall be deemed for all purposes of this Agreement as the "**Licensee Certified Construction Costs**".

- (b) Upon approval by the City, in accordance with the terms of this Agreement [?].
- (c) Only the following items shall be included in the Licensee Certified Construction Costs:
 - (i) directly contracted construction, installation and fabrication costs with respect to Improvements;
 - (ii) furniture, fixtures, decorative treatments and Operating Equipment purchased for and used in the Premises;
 - (iii) architectural, design, engineering and construction management costs, not to exceed twenty percent (20%) of the total approved cost of the items as defined in (A) and (B) above. The City reserves the right to require Licensee to provide a list of selected architects, interior designers, and construction managers for prior written approval by the City, which approval shall be timely and shall not be unreasonably withheld.

8.6 No Mechanics' Liens. Licensee must notify its subcontractors that no mechanic's liens under the Illinois Public Mechanic's lien Act, 770 ILCS 60/23 will be permitted to arise, be filed, or maintained against public funds, the work, or any part thereof or any interest therein, or any improvements thereon, or against any monies due or to become due to the SubLicensees on account of any work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Project; and the SubLicensees, for itself and its subcontractors, does hereby expressly waive, release, and relinquish such liens and all rights to file or maintain such liens; and agrees further that this waiver of liens and waiver of the right to file or maintain such liens will be an independent covenant. Licensee and its SubLicensees must not permit any mechanics' lien for labor or materials furnished or alleged to have been furnished to it to attach to any portion of the Premises, any SubLicensees Premises, the Terminal or the Airport, Licensee's leasehold interest, and interest or this Agreement in any way relating to any work performed by or at the direction of Licensee or SubLicensees. Upon making payments to Contractors, Licensee shall use commercially reasonable efforts to obtain from each Contractor a waiver of mechanics' liens against any portion of the Premises, any SubLicensees Premises, the Airport, Licensee's leasehold interest, or this Agreement arising out of any work done by the Contractor and each and every of the Contractor's materialmen and workmen. If, nonetheless, any such mechanics' lien is filed upon any portion of the Premises, any SubLicensees Premises, the Terminal or the Airport, Licensee's leasehold interest, or this Agreement, Licensee, or its SubLicensees, as the case may be, shall indemnify, protect, defend and save harmless the City against any loss, liability or expense whatsoever by reason of it and must promptly and diligently proceed with or defend, at its own expense, the action or proceedings as may be necessary to remove the lien. Licensee must deliver notice to the Commissioner of any such lien or claim within fifteen (15) days after Licensee has knowledge of it. Licensee may permit the mechanics' to remain undischarged and unsatisfied during the period of the contest and appeal; provided that, if requested by the Commissioner, Licensee or its SubLicensees must within thirty (30) days following the Commissioner's request post a bond with the City equal to 100% of the amount of the lien. If the lien is stayed and the stay later expires or if by nonpayment of any lien any portion of the Premises, any SubLicensees Premises, the Terminal or the Airport, Licensee's leasehold interest, or this Agreement will

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

The Licensee must give, or cause to be given, a copy of these provisions to all subcontractors and will include these provisions in all contracts with subcontractors and/or give written notice of same to all subcontractors or other persons having oral or written agreements with such subcontractors.

8.7 City Resident Construction Worker Employment Requirement.

(a) Use of Residents. In connection with and during the construction of the Work, Licensee, Licensee and its contractors must comply with the provisions of §2-92-330 of the Municipal Code of the City of Chicago ("Municipal Code"), as amended from time to time concerning the minimum percentage of total construction worker hours performed by qualified actual residents of the City. At least 50% of the total construction worker hours worked by persons on the site of the Work must be performed-by actual residents of the City and 7.5% of the total work hours (which may be included in the 50%) must be performed by residents of neighborhoods surrounding the Airport as defined in paragraph (b). Licensee or its SubLicensees may request a reduction or waiver of this minimum percentage level of Chicagoans in accordance with standards and procedures developed by the Chief Procurement Officer of the City. In addition to complying with this percentage, Licensee, its SubLicensees and any of their respective Contractors are required to make good faith efforts to utilize qualified actual residents of the City in both unskilled and skilled labor positions. "**Actual residents of the City**" means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home. Licensee, its SubLicensees and each of their respective Contractors (for purposes of this subsection, "**Employer**") must provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

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

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

(d) Level of Effort. Efforts on the part of each Employer to provide utilization of actual

Chicago residents that are not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the City's Chief Procurement Officer will not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

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

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

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

8.8 Licensing of General Contractor. This Agreement is subject to Chapter 4-36 of the Municipal Code which requires all persons acting as a general contractor (as defined in Chapter 4-36) to be licensed as a general contractor by the City. Licensee's failure to ensure that any general contractor working on Improvements complies with Chapter 4-36 of the Municipal Code will be an Event of Default under this Agreement. Licensee shall also include a similar provision in any agreements with contractors and failure to comply with Chapter 4-36 of the Municipal Code will be a default.

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

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

"Contractor certifies and represents that Contractor and any entity or individual that owns or

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

8.11 MBE/WBE Compliance. Tenant shall make good faith efforts to meet the following goals with respect to participation of Minority Business Enterprises/Woman-Owned Business Enterprises ("MBE/WBE") in the design (including professional services) and construction of Tenant's Improvements, respectively:

- (i) Design: 26% MBE and 6% WBE; and
- (ii) Construction: 26% MBE and 6% WBE.

However, in consideration of the anticipated costs of the design and construction of the Concession, the City will accept a participation plan that meets a combined single *Design and Construction* goal of 26% MBE and 6% WBE participation, which participation may be achieved with any combination of construction and design contracts. The Special Conditions and related forms used by the City in its own procurements are attached hereto as Exhibit 9 and should be used by Tenant's Contractors. Tenant must submit to the CMR completed Schedules Cs and Ds from its design and construction Contractors demonstrating their percentage MBE and WBE participation commitments, and their good faith efforts to achieve the foregoing goals if the commitments are less than those goals. Thereafter, Tenant must submit periodic reports to the CMR, in a form and frequency determined by the Commissioner, documenting its Contractors' compliance with their commitments.

8.12 Manager. Licensee shall designate an experienced Project Manager acceptable to the Commissioner. He/she shall be responsible for the implementation and management of the day-to-day operations of the services. This individual shall be the single point of contact between the City and Licensee and be involved in the fulfillment of the requirements outlined herein and elsewhere in this Agreement. The Project Manager must be capable of monitoring and maintain an acceptable service level at the City of Chicago. The initial Project Manager and any changes(s) in the Project Manager must be approved in writing by the City.

8.13 Ownership of Improvements. Unless otherwise provided herein, Improvements and any alteration or modification thereto installed in the Premises by Licensee or any of its SubLicensees shall become part of the Premises, and upon completion of the Improvements title thereto shall vest in the City (subject to Licensee's leasehold interest), except with respect to Operating Equipment and any other items of

personal property in the Premises from time to time. For clarity, Licensee's biometric enrollment and verification devices and TSA PreCheck enrollment devices are not deemed to be Improvements. Upon termination of Licensee's occupancy of the Premises or the expiration of the Term, Licensee shall cause its upon request of the City, to remove any Operating Equipment and personal property repair any damage to the Premises caused by such removal, reasonable wear and tear and damage by casualty excepted. If Licensee does not promptly remove or cause the removal of such Operating Equipment and personal property upon request of the City, the City may, without any obligation to do so, enter the Premises and remove such Operating Equipment and personal property, hold the same for the owners thereof or may place the same in a public warehouse, all at the expense and risk of Licensee and/or the SubLicensees, as the case may be. Licensee shall or shall cause its SubLicensees to reimburse the City for any reasonable expense incurred by the City in connection with such removal, repair and storage. Licensee shall indemnify, release and hold harmless and shall also cause its SubLicensees to indemnify, release and hold harmless the City (and Licensee, in the case of a SubLicensees) from any and all damage, costs and expenses related to said removal, repair and storage. In addition, the City shall have the right, but not the obligation, to dispose of such property as waste or sell such stored property in accordance with law. In the event the actual and reasonable expenses of such removal, repair, storage, disposal and sale shall exceed the proceeds of such sale, Licensee shall pay or cause its SubLicensees, as the case may be, to pay such excess to the City upon demand.

8.14 Licensee Maintenance and Repair. Licensee shall, at Licensee's sole cost and expense, keep, maintain and repair or shall cause its SubLicensees to keep, maintain and repair the Premises and each and every part thereof; including all Licensee Improvements, fixtures, facilities, equipment and interior window glass therein (and including any portion of building systems located outside of the Premises but exclusively serving the Premises) in first class, safe, clean, neat, sanitary and lawful order, condition and repair, excepting only (a) reasonable wear and tear that does not negatively affect the appearance of the Premises and any Improvements thereon, (b) damage caused by fire or other casualty or resulting from the exercise of the power of eminent domain, (c) those repairs expressly required to be made by the City and (d) any condition caused solely by an act, neglect, fault, omission, negligence or willful misconduct of the City, or any agent, contractor or employee of the City.

Licensee shall not and Licensee shall not allow its SubLicensees to place or construct any Improvements, structures, alterations, modifications, signs, communications equipment, wiring or additions or Operating Equipment in, to, or upon the Premises without the prior written approval of the City, in accordance with the City approval process, which may be withheld in the City's sole and absolute discretion. In the event Licensee fails to obtain the City's prior written approval, the City may, without limiting other remedies available to it, direct in writing that Licensee or its SubLicensees modify, reconstruct or remove any work done without the approval of the City.

8.15 Performance of Improvements, Maintenance and Repairs. At no cost to the City, Licensee shall promptly make all repairs, replacements and restorations to the Identification Verification Stations, Improvements, Electrical Hardware, equipment, fixtures, and other improvements installed pursuant to this Agreement. Licensee shall perform all construction of the Improvements, alterations, maintenance or repairs in conformance with all applicable statutes, ordinances, building codes, rules, regulations and directives of any local, state or federal entity having jurisdiction, and in good and workmanlike manner, in accordance with all material respects with the drawings and specifications as may be approved by the City pursuant to the CDG Process, as it may be amended from time to time. The Licensee and its SubLicensees shall bear any and all costs of compliance with the requirements of this Section.

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

(a) If Licensee does not, upon reasonable notice and opportunity to Licensee to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then the City, in addition to any other remedy which may be available to it, may enter the Premises upon reasonable advance notice to Licensee and perform such maintenance or repair, as the City determines, in its sole and absolute discretion, is required.

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

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

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

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

Notwithstanding the provisions for the City's access to the Premises or any portion thereof Premises, Licensee agrees that it releases the City from all responsibility arising out of theft, robbery, pilferage and personal assault unless the same results from the City's negligence or willful misconduct. Upon the expiration of the Term of this Agreement or Licensee's or its SubLicensees' right to possession of the Premises or any portion thereof, Licensee must return and cause its SubLicensees to return all keys to the Commissioner and must disclose to the Commissioner the combination of any safes, cabinets or vaults left in the Premises;

(iv) Approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Premises and the Terminal so as not to exceed the legal load per square foot designated by the structural engineers for the Terminal, and to require all

such items and furniture and similar items to be moved into or out of the Terminal and the Premises only at the times and in the manner as the Commissioner directs in writing. Licensee or its SubLicensees must not install or operate machinery or any mechanical devices of a nature not directly related to Licensee's or its SubLicensees' ordinary use of the Premises without the prior written consent of the Commissioner. Movements of Licensee's or any SubLicensees' property into or out of the Terminal or the Premises and within the Terminal is entirely at the risk and responsibility of Licensee or its SubLicensees, and shall be in accordance with the requirements of the TDCMP, the TDCMP Process and the Airport Concession Program Handbook;

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

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

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

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

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

(x) Grant to any person the right to conduct any business or render any service in or to the Airport for the types of concessions permitted in the Concession Program under **Article 6**, except as may otherwise be provided in this Agreement.

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

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

In the event of a conflict between this Section or the rest of this Agreement and the applicable ASP Amendment or AOSSP Amendment, the ASP Amendment or AOSSP Amendment shall govern.

8.17 Visual Rights Act.

- (a) Licensee and its SubLicensees will cause any artist who creates artwork for the Premises or a SubLicensees Premises, as the case may be, to waive any and all rights in the artwork that may be granted or conferred on any work of visual art (the "Artwork") under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et sea.) (the "Copyright Act"). The waiver must include, but is not limited to, the right to prevent the removal, storage, relocation, reinstallation, or transfer of the Artwork. Licensee or its SubLicensees shall acknowledge and will cause the artist to acknowledge that such removal, storage, relocation, reinstallation or transfer of the Artwork may result in the destruction, distortion, mutilation or other modification of the Artwork. Further, the Licensee or its SubLicensees shall acknowledge and consent and will cause the artist to acknowledge and consent that the Artwork may be incorporated or made part of a building or other structure in such a way that removing, storing, relocating, reinstalling or transferring the Artwork will cause the destruction, distortion, mutilation or other modification of the Artwork.
- (b) Licensee represents and warrants, and shall cause each SubLicensees to represent and warrant, that such Licensee or its SubLicensees will obtain a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, or any other artists. Licensee or its SubLicensees, as the case may be, must provide City with copies of any such waivers required by Section 106A and Section 113 of the Copyright Act prior to installation of any Artwork in the Premises or any SubLicensees Premises.

8.18 Casualty and Restoration.

- (a) Insubstantial Damage. If Licensee's Base Building Improvements or SubLicensees' Fixed Improvements to any of the Premises are damaged, in whole or in part, by fire or casualty, and there is no Major Damage (as defined below) to the portion of the Terminal served by the damaged Licensee Base Building Improvements or SubLicensee's Fixed Improvements, then the Commissioner must repair any damage to the Shell and Core at the City's expense, and Licensee must repair the damage to Licensee's Base Building Improvements as soon as reasonably possible (after completion of the Shell and Core) at Licensee's expense and SubLicensees must repair the damage to the SubLicensees Fixed Improvements as soon as reasonably possible (after completion of the Licensee Base Building Improvements) at SubLicensee's expense.
- (b) Major Damage.
- (i) **"Major Damage"** means any damage or destruction that, based on reasonable estimates made by the Department within sixty (60) days after the occurrence of the damage or destruction, in order to be repaired to the condition existing before the damage or destruction:
- a. would cost, with respect to the Improvements, in excess of fifty percent (50%) of the replacement cost value of all Improvements; or, if within the last five (5) years of the Term, in excess of twenty-five percent (25%) of such replacement cost; and
- b. would cost, with respect to the Shell and Core, in excess of fifty percent (50%) of the replacement cost of the Shell and Core, or would require, in the sole judgment of the Commissioner, more than nine (9) months to complete.
- (ii) If any part of the Terminal suffers Major Damage, whether or not including any portion of the Premises located in them, in whole or in part by fire or other casualty, the Commissioner has the right, for a period of six (6) months starting on the date of the occurrence, to elect not to repair the Major Damage as otherwise required under this

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

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

(iv) If this Agreement is not terminated in accordance with paragraphs (b)(ii) or (iii) and a casualty has damaged or destroyed any portion of the Shell and Core involving the Premises, the City will restore the Shell and Core to the condition existing on when possession was delivered by the City to Licensee, according to the original as-built plans and specifications. Upon completion of the City's Shell and Core restoration work, if any, Licensee and SubLicensees shall proceed to rebuild the Improvements as nearly as possible to the character of Improvements existing immediately before the occurrence.

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

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

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

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

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

ARTICLE 9

UTILITIES

9.1 Utilities to Premises.

(a) Licensee shall provide for the installation, distribution and operation of any and all utilities required for the Concession Services , including any necessary installations outside of the Premises, except those performed by the City or its contractors. All costs incurred by Licensee in the installation of its equipment/fixtures, electrical wiring, cables, electrical conduits and electrical outlets for the operation of the Concession Services shall be paid by Licensee.

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

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

(i) where the utility lines, including gas, electrical, telephone and data transmission, hot and cold water, fire sprinkler, gas, and sewer serve the Premises and other areas of the Airport. Licensee or its SubLicensees shall only be obligated to maintain those branch lines and facilities that are exclusively serving the Premises, whether located within or outside the Premises but only up to the connection point to the main lines or facilities; and

(ii) where the utility lines are solely for the use of the Premises, Licensee shall be obligated to maintain the utility lines from the Premises up to the main entry point to the Airport. Alternatively, the City may, at the Commissioner's sole discretion, maintain the lines and charge Licensee the reasonable cost of the maintenance. Licensee must maintain all electrical cables, conduits, wiring, fire alarm systems, electrical panels and associated equipment exclusively serving the Premises.

(d) Telephone/Telecommunications. Licensee shall not install any television, license or unlicensed wired or wireless communication equipment including any antenna, conduit, fiber, wires, radio, television equipment, or any other type of telecommunications equipment, inside or outside of the Airport's terminals, without the prior written approval of the Commissioner, and upon such terms and conditions as may be specified by the Commissioner in each and every instance.

Telecommunication facilities and services established and used by Licensee shall not interfere with the Airport's telecommunication facilities and services. All such facilities and services shall comply with FCC licensing regulations, with all building Codes, and with other applicable

municipal, state, and federal rules and regulations.

9.2 Licensee's Acts. Licensee shall not and shall not allow its SubLicensee to do or permit to be done anything which may interfere with the effectiveness or accessibility of any drainage and sewerage system, water system, ventilation, air-conditioning and heating systems, communications systems, key card access systems, elevators and escalators, electrical system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses and other utility and other systems, if any, installed or located on, under, in or adjacent to the Premises now or in the future.

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

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

ARTICLE 10

ENVIRONMENTAL

10.1 Definitions.

"Environmental Agency" Any federal, state, or local governmental agency or entity having responsibility, in whole or in part, for any matter addressed by any Environmental Law, including, without limitation, enforcement of any Environmental Law. An agency or other entity need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency. A non-exhaustive list of Environmental Agencies includes, without limitation: the Chicago Department of Public Health, the Illinois Emergency Management Agency, Illinois EPA, US EPA, the Illinois Department of Labor/Illinois OSHA, and the US Department of Labor/OSHA.

"Environmental Claim" Any type of assertion that any of the following persons is violating or otherwise failing to comply with any Environmental Law, has violated or otherwise failed to comply with any Environmental Law, is directly or indirectly causing or contributing to any type of environmental harm, or has directly or indirectly caused or contributed to any type of environmental harm: Licensee; any SubLicensees; or any employee, agent, Contractor, or licensee of Licensee or any SubLicensees. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, notices of intent to sue, lawsuits, and citations or charges of any kind. An assertion need not expressly reference an Environmental Law to constitute an Environmental Claim. An Environmental Claim may be made by an Environmental Agency or by any other person.

"Environmental Law(s)" Any Law that in any way, directly or indirectly, in whole or in part, bears on or

relates to the environment or to health or safety. A non-exhaustive list of statutes and rules and regulations that are some examples of Environmental Laws includes, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Hazardous Materials Transportation Authorization Act, 49 U.S.C. 5101, et seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Occupational Safety and Health Act, 29 U.S.C. 651, et seq., the Toxic Substances Control Act, 15 U.S.C. 2601, et seq., the Safe Drinking Water Act, 42 U.S.C. 300(f), et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Occupational Safety and Health Act, 820 ILCS 219/1, et seq., and all related rules and regulations.

"Existing Contamination" Any waste or pollutant:

- (i) that is already on the Premises — including, without limitation, in the soil, air, or groundwater of the Premises — on the date that the City first delivers the Premises to Licensee for Licensee's occupancy under this Agreement; or
- (ii) that, as the result of any discharge or release, migrates onto the Premises — including, without limitation, to the soil, air, or groundwater of the Premises — after the date that the City first delivers the Premises to Licensee for Licensee's occupancy under this Agreement, if:

- (A) the discharge or release occurred before the date that the City first delivers the Premises to Licensee for Licensee's occupancy under this Agreement; and

- (B) no role in causing, contributing to, or exacerbating the discharge or release or effects of the discharge or release is or was played by Licensee, any SubLicensees, or any employee, agent, Contractor, or licensee of Licensee or any SubLicensees; provided, however, that Existing Contamination does not include material of any kind -- including, without limitation, any element, compound, substance, or mixture -- that is present on the date that the City first delivers the Premises to Licensee for Licensee's occupancy under this Agreement, if the material's presence and condition on that date are compliant with Environmental Laws. For example, Existing Contamination does not include any asbestos-containing material that is in use and not damaged, friable, or in poor condition on the date that the City first delivers the Premises to Licensee for Licensee's occupancy under this Agreement.

"Law(s)" The word "Law" or "Laws" is intended in the broadest possible sense, including, without limitation, and as may be amended or otherwise modified from time to time, all federal, state and local: statutes; ordinances; codes; rules; regulations; executive, administrative, and judicial orders and directives of any kind; requirements and prohibitions of permits, licenses, and other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

"Non-Routine" As applied to reports and notices, "Non-Routine" refers to a report or notice that is required pursuant to any Environmental Law but is not a Routine report or notice.

"Routine" As applied to reports and notices, "Routine" refers to a report or notice that, pursuant to any Environmental Law, must be made, submitted or filed on a periodic basis and that in no way arises from an unexpected release of any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

"Subject Material(s)" "Subject Material" or "Subject Materials" means any material of any kind, including, without limitation, any element, compound, substance, or mixture:

- (i) that is defined as a hazardous substance, extremely hazardous substance, hazardous material, hazardous waste, or pollutant of any kind, in or by any Environmental Law;

- (ii) that is regulated by or under any Environmental Law;
 - (iii) the manufacturing, sale, generation, use, storage, treatment, disposal, transportation, or other handling or management of which -- or any type of discharge or release of which -- is regulated by or under, or otherwise subject to requirements of, any Environmental Law; or
 - (iv) that due to its amount, concentration, or any characteristic, constitutes or contributes to -- or may reasonably be expected to constitute or contribute to -- a danger or hazard to the environment or to public health, safety, or welfare.
- The term Subject Material includes, without limitation, petroleum, including crude oil and any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, and mixtures of natural and synthetic gas.

10.2 Environmental Laws. Licensee shall observe, obey and cause its employees, agents, Contractors, and licensees to observe and obey all applicable Environmental Laws.

10.3 Subject Materials and Surrender of Premises. Licensee must not cause or allow Subject Materials to enter or be present on the Premises; provided, however, that Licensee may cause and allow reasonable amounts of such Subject Materials as are customarily used or otherwise handled in connection with the concession operations to enter and be present on the Premises. Examples of Subject Materials customarily used or otherwise handled in connection with the concession operations may include cleaning fluids and business equipment materials (e.g., copy machine toner).

Licensee must ensure that all Subject Materials on the Premises are stored, used, disposed of, and otherwise handled and managed in compliance with all applicable Environmental Laws.

Upon the expiration or termination of this Agreement, Licensee must surrender the Premises -- including, without limitation, the soil, air, and groundwater of the Premises -- to the City free from the presence of Subject Materials, waste, and pollution of any kind, other than any Existing Contamination.

10.4 Environmental Representations and Warranties and Other Matters. Licensee expressly warrants, represents, and covenants that Licensee, its SubLicensees, and all employees, agents, Contractors, and licensees of Licensee and all SubLicensees shall strictly comply with all Environmental Laws applicable to or affecting the Premises or concession operations, including, without limitation:

- (i) that Licensee will not conduct, or cause or allow to be conducted, on the Premises including, without limitation, in the soil, air, or groundwater of the Premises -- any activity for which a permit or other authorization is required under any Environmental Law, unless such permit has been issued;
- (ii) that Licensee will not cause or allow to exist on the Premises -- including, without limitation, in the soil, air, or groundwater of the Premises -- any occurrence or condition for which a permit or other authorization is required under any Environmental Law, unless such permit has been issued; and
- (iii) that Licensee will ensure that all SubLicensees, and all employees, agents, Contractors, and licensees of Licensee and all SubLicensees comply with the conditions of any and all permits issued under any Environmental Laws.

Licensee shall not be responsible or liable for remediation or removal of any Existing Contamination. Licensee shall not be responsible or liable for any release of Subject Materials, whether located within the Premises or elsewhere, unless Licensee or any SubLicensees, or any

employee, agent, Contractor, or licensee of Licensee or any SubLicensees, in any way caused, contributed to, or exacerbated the release or effects of the release by any action, any omission to act, any negligence, or any willful misconduct; provided, however, that Licensee shall be responsible and liable for any release of Subject Material(s), if at the time of the release the Subject Material(s) belonged to, or were in the possession, custody, or control of, Licensee or any SubLicensees, or any employee, agent, Contractor, or licensee of Licensee or any SubLicensees.

10.5 Reports, Notices, Environmental Claims, and Other Matters. Licensee must immediately notify the City in writing of:

- (i) any release, suspected release, or threatened release of Subject Material(s) on, in, under, from, or otherwise relating to the Premises -- including, without limitation, the soil, air, or groundwater of the Premises;
- (ii) any notice of any kind received by Licensee, any SubLicensees, or any employee, agent, Contractor, or licensee of Licensee or any SubLicensees, from any person, of or relating to any release, suspected release, or threatened release of Subject Material(s) on, in, under, from, or otherwise relating to the Premises -- including, without limitation, the soil, air, or groundwater of the Premises; and
- (iii) any action, occurrence, or condition of any kind that in any way relates to the Premises — including, without limitation, to the soil, air, or groundwater of the Premises — or to concession operations, that could reasonably be expected to subject any person to an Environmental Claim or to any restriction in ownership, occupancy, transferability, or use of the Premises under any Environmental Law.

Routine Reports and Notices. Within 24 hours of receiving a written request from the City, Licensee must submit to the City a complete copy of any Routine report or notice that: (i) in any way relates to the Premises — including, without limitation, to the soil, air, or groundwater of the Premises — or to concession operations; and (ii) has been made, submitted, or filed to any Environmental Agency or other person, by or on behalf of Licensee, any SubLicensees, or any employee, agent, Contractor, or licensee of Licensee or any SubLicensees.

Non-Routine Reports and Notice. If any Environmental Law requires Licensee, any SubLicensees, or any employee, agent, Contractor, or licensee of Licensee or any SubLicensees to make, submit, or file any Non-Routine notice or report of any kind to any Environmental Agency or other person — and the report or notice in any way relates to the Premises — including, without limitation, to the soil, air, or groundwater of the Premises -- or to concession operations, then Licensee must deliver a complete copy of the report or notice (or, in the case of telephonic or other oral reports or notices, a comprehensive written summary of same) to the City within 24 hours of the original report's or notice's having been made, submitted, or filed.

Thereafter, Licensee must notify the City in writing of any and all subsequent developments; each such notification must be made within 24 hours of the earliest development(s) addressed therein.

Environmental Claims. If Licensee, any SubLicensees, or any employee, agent, Contractor, or licensee of Licensee or any SubLicensees receives an Environmental Claim, or any type of notice of threatened or potential Environmental Claim, that in any way relates to the Premises — including, without limitation, to the soil, air, or groundwater of the Premises -- or to concession operations, then within 24 hours of that person's receipt of the Environmental Claim or notice, Licensee must deliver a complete copy of the Environmental Claim or notice to the City. Thereafter, Licensee must notify the City in writing of any and all subsequent developments; each such notification must be made within 24 hours of the earliest

development(s) addressed therein.

Other Matters. If Licensee or any SubLicensees, or any employee, agent, Contractor, or licensee of Licensee or any SubLicensees receives notice of any kind of any lien filed with respect to the Premises or in any way relating to the Premises or to concession operations, then within 24 hours of that person's receipt of the notice, Licensee must notify the City in writing. Within 24 hours of receiving a written request from the City, Licensee must submit to the City complete copies of all documents that the City has reasonably requested, relating to any release, suspected release, or threatened release of Subject Material(s) on, in, under, from, or otherwise relating to the Premises -- including, without limitation, the soil, air, or groundwater of the Premises, or relating to any non-Routine notice or report, or relating to any Environmental Claim or notice of threatened or potential Environmental Claim, including, without limitation: responses, invoices, reports, photographs, manifests, pleadings, motions, discovery, orders and correspondence. If Licensee believes that the City's request or any portion the City's request is not reasonable, then Licensee must respond in writing to the City, within 24 hours of receiving the request, specifying what Licensee believes to be unreasonable and why.

10.6 Hazardous Substances. Licensee must not use or allow the Premises to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental Laws, except in full compliance with all Environmental Laws. Licensee must not use or allow the Premises to be used for the storage of any such hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Agreement, Licensee must surrender the Premises to the City free from the presence and contamination of any hazardous substances which were placed therein as a result of actions by Licensee or its SubLicensees.

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

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

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

11-4-1410 Disposal in waters prohibited;

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

11-4-1450 Gas manufacturing residue;

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

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

11-4-1550 Operational requirements;

11-4-1560 Screening requirements; and

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

time.

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

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

ARTICLE 11

INSURANCE AND INDEMNITY

11.1 Licensee's Insurance.

See Exhibit N for all applicable insurance requirements for the Agreement.

11.2 Indemnification.

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

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

(c) At the City Corporation Counsel's option, Licensee shall defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Licensee of

the foregoing indemnity obligations under this Section. Licensee must not make any settlement without the prior written consent to it by the City Corporation Counsel if the settlement requires any action on the part of the City or in any way involving the Airport.

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

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

(f) Licensee agrees that these provisions will be included in its Contractor Agreements.

ARTICLE 12

COMPLIANCE WITH LAWS

12.01 Tenant must at all times observe and comply with all applicable laws, statutes, ordinances, rules, regulations, court orders, and executive or administrative orders and directives of any applicable Federal, State, or local government or agency, now existing or later in effect (whether or not the law also requires compliance by other parties), including the ADA and Environmental Laws, that may in any manner affect the performance of this Agreement (collectively, "**Laws**"), and must not use the Leased Space, or allow the Leased Space to be used, in violation of any Laws or in any manner that would impose liability on the City or Tenant under any Laws. Tenant must notify the City within seven (7) days of receiving notice from a competent governmental authority that Tenant or any of its Subcontractors may have violated any Laws. Provisions required by any Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent this Agreement's enforcement or the applicability of such Law. Without limiting the foregoing, Tenant covenants that it will comply with all Laws, including but not limited to the following:

A. In connection with § 2-92-320 of the Municipal Code, Tenant has executed an Economic Disclosure Statement and Affidavit which is attached to this Agreement as Exhibit 11 and which contains a certification as required under the Illinois Criminal Code, 720 ILCS 5/33E, and under the Illinois Municipal Code, 65 ILCS 5/8-10-1 et seq. Ineligibility under § 2-92-320 of the Municipal Code continues for three (3) years following any conviction or admission of a violation of Section 2-92-320. For purposes of Section 2-92-320, when an official, agent, or employee of a business entity has committed any offense under the section

on behalf of such an entity and under the direction or authorization of a responsible official of the entity, the business entity is chargeable with the conduct. If, after Tenant enters into a contractual relationship with a Subcontractor, it is determined that the contractual relationship is in violation of this subsection, Tenant must immediately cease to use the Subcontractor. All Subcontracts must provide that Tenant is entitled to recover all payments made by it to the Subcontractor if, before or subsequent to the beginning of the contractual relationship, the use of the Subcontractor would be violative of this subsection.

B. It is the duty of Tenant and all officers, directors, agents, partners, and employees of Tenant to cooperate with the Inspector General of the City in any investigation or hearing undertaken under Chapter 2-56 of the Municipal Code. Tenant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. Tenant must inform all Subcontractors of this provision and require under each Subcontract compliance herewith by each Subcontractor as to each such Subcontractor and all of its officers, directors, agents, partners, and employees. Pursuant to subsection 2-156-018(b) of the Municipal Code, it is the duty of Tenant to report to the Inspector General of the City, directly and without undue delay, any and all information concerning conduct by any person which Contractor knows to involve corrupt activity. For the purposes of this Section 10.6.B, "corrupt activity" means any conduct set forth in subparagraph (a)(1), (2), or (3) of Section 1-23-020 of the Municipal Code. Knowing failure to make such a report will be an Event of Default under this Agreement. Reports may be made to the Inspector General's toll-free hotline, 866-IG-TIPLINE (866-448-4754).

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

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

7-28-390	Dumping on public way—Violation—Penalty;
7-28-440	Dumping on real estate without permit;
11-4-1410	Disposal in waters prohibited;
11-4-1420	Ballast tank, bilge tank or other discharge;
11-4-1450	Gas manufacturing residue;
11-4-1500	Treatment and disposal of solid or liquid waste;

- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements;
- 11-4-1560 Screening requirements; and

any other sections listed in Section 11-4-1600(e), as it may be amended from time to time. During the period while this Agreement is executory, Tenant's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an Event of Default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner. Such breach and Event of Default entitles the City to all remedies under this Agreement, at law, or in equity. This subsection does not limit the Tenant's and its Subcontractor's duty to comply with all Environmental Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement and may further affect the Tenant's eligibility for future City agreements.

E. Section 2-92-586 of the Municipal Code: The City encourages Tenant to use contractors and subcontractors that are defined as a "Business enterprise owned or operated by people with disabilities," or "B.E.P.D" under § 2-92-586(a)(1) of the Municipal Code, where not otherwise prohibited by Federal or State law.

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

(i) Licensee agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than seven-and-one-half percent (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 seven-and-one-half percent (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 not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to the Mayor's political fund-raising committee (i) after execution of this bid, proposal, or Agreement by Tenant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

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

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

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

(vi) If Tenant violates this provision or Mayoral Executive Order No. 2011-4 prior to execution of this Agreement, the Chief Procurement Officer may reject Tenant's bid or proposal seeking the execution of such Agreement.

(vii) For purposes of this provision:

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

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

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

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

- (a) they are each other's sole domestic partner, responsible for each other's common welfare;
- (b) neither party is married;
- (c) the partners are not related by blood closer than would bar marriage in the State of Illinois;
- (d) each partner is at least eighteen (18) years of age, the partners are the same sex, and the partners reside at the same residence; and
- (e) two (2) of the following four (4) conditions exist for the partners:
 - (i) The partners have been residing together for at least twelve (12) months.
 - (ii) The partners have common or joint ownership of a residence.
 - (iii) The partners have at least two (2) of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;

- c. a joint checking account;
- d. a lease for a residence identifying both domestic partners as tenants.

(iv) Each partner identifies the other partner as a primary beneficiary in a will.

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

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

H. Pursuant to § 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has any 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 (12) months or from whom or which he reasonably expects to derive any income or compensation in the following twelve (12) months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any 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 (12) months or from whom or which he reasonably expects to derive any income or compensation in the following twelve (12) months. **Violations of § 2-156-030(b) of the Municipal Code by any elected official with respect to this Agreement is grounds for termination of this Agreement.**

I. Labor Peace Agreement.

Tenant has an ongoing obligation to comply with, and ensure that all subtenants and subleases comply with, the Labor Peace Agreement ("LPA") Ordinance (§ 10-36-210 of the Municipal Code). An LPA is a written agreement between a concessionaire and a labor organization that is seeking to represent a concessionaire's employees. An LPA is not a collective bargaining agreement; rather, an LPA assures that workers may choose to organize their workplace without repercussions and provides labor organizations with certain agreed-upon access to a concessionaire's employees. Further, an LPA prohibits the labor organization from picketing, work stoppages, boycotts, and other economic interferences in the operations of the concessionaire or with their subcontracts or subtenants.

In accordance with § 10-36-210(b) of the Municipal Code, except for small businesses (defined as an entity that, in aggregate at all of its global operations, employs fewer than 500 employees and also employs fewer than 50 employees between both O'Hare International Airport and Midway International Airport under all concession contracts of the entity and its subsidiaries and affiliates), as a condition to entering into any concession contract with the City, Tenant must either (1) be a party to a collective bargaining agreement(s) with the employees who staff Tenant's

operations, which labor agreement must prohibit the union and its members, and all employees covered by the agreement, from engaging in strikes, picketing, work stoppages, boycotts, and other economic interferences with the business of Tenant for the Term; or (2) enter into and comply with an LPA.

J. Visual Rights Act.

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

(ii) The Tenant represents and warrants that it will obtain a waiver of 17 U.S.C. § 106A and 17 U.S.C. § 113 as necessary from any employees and subcontractors or any other artists. Tenant must provide City with copies of any such waivers prior to installation of any Artwork in the Leased Space.

K. Non Collusion, Bribery of a Public Officer or Employee.

Tenant, in performing under this Agreement, must comply with § 2-92-30 of the Municipal Code, as follows:

(i) No person or business entity will be awarded a lease, contract, or subcontract if that person or business entity:

- a. Has been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Illinois, the Federal Government, or any State or local government in the United States in that officer's or employee's official capacity;
- b. Has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise;
- c. Has made an admission of guilt of such conduct described in a. or b. above which is a matter of record but has not been prosecuted for such conduct;
- d. Has violated any regulation promulgated by the Chief Procurement Officer that includes ineligibility as a consequence of its violation;
- e. Has committed, within a twenty-four (24) month period, three (3) or more violations of Article II of Title 6 of the Municipal Code; or

- f. Has been debarred by any local, State, or Federal government agency from doing business with such government agency as provided in subsection 1-23-020(d) of the Municipal Code for the duration of the debarment by such government agency.

(ii) For purposes of this Section 10.6.K, where an official, agent, or employee of a business entity has committed any conduct on behalf of such entity while acting within the scope of employment that could warrant a finding of ineligibility, the business entity will be chargeable with the conduct. If appropriate under the circumstances, one business entity may be chargeable with the conduct of an affiliated entity, as described in subsection 2-92-320(a) of the Municipal Code.

(iii) Upon making a finding of ineligibility, the Chief Procurement Officer will determine the period of ineligibility imposed, which may include permanent or indefinite ineligibility or some lesser penalty. The period of ineligibility may be reduced, waived, or rescinded by the Chief Procurement Officer for the reasons provided in subsections 2-92-310(b) and (d) of the Municipal Code.

L. False Statements.

False statements made in connection with this Agreement, including statements in, omissions from, and failures to timely update the EDS, as well as in any other reports, affidavits, oaths, attestation, or statements, constitute a material breach of this Agreement. Any such misrepresentations render this Agreement voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Tenant, assert any claims, or seek other civil or criminal remedies as a result of a misrepresentation, including costs of replacing a terminated Agreement pursuant to § 1-21-010 of the Municipal Code.

M. Eligibility to Do Business with the City.

Pursuant to § 1-23-040 of the Municipal Code, the failure of any natural person, business entity, or controlling person (as each term is defined in § 1-23-010 of the Municipal Code) to maintain eligibility to do business with the City as required by § 1-23-030 of the Municipal Code will be an Event of Default for which no cure is available and will be grounds for termination of this Agreement

12.02 Airport Security

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

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

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

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

D. In connection with the implementation of its security program, Tenant may receive, gain access to, or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Tenant acknowledges that all such knowledge and information is of a highly confidential nature. Tenant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the Commissioner in advance in writing. Tenant further must indemnify, hold harmless, and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages, and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Tenant's covenants and agreements as set forth in this Section 10.7.

E. Tenant understands that fines and/or penalties may be assessed by the TSA or FAA for Tenant's noncompliance with law and regulations applicable to Tenant's operations, including the provisions of 49 CFR Parts 1540 and 1542. In the event the City shall be subject to any fine or penalty by reason of any violation at the Airport of any applicable law or regulation by Tenant or Tenant's employees, vendors, suppliers, or invitees, the Commissioner may conduct an investigation and make a determination as to the identity of the party responsible for the violation. If it is determined by the Commissioner that Tenant, or any of Tenant's employees, vendors, suppliers, or invitees, is responsible for all or part of the fine or penalty, the Tenant shall pay said amount of the fine or penalty as Additional Rent. The City may pay such fine or penalty itself and thereafter Tenant will be required to promptly, but no later than thirty (30) days after such payment by the City, reimburse the

City the amount of such payment.

F. Except for authorized members of the Chicago Police Department and State and Federal Law Enforcement officers, or certain authorized armed security or armored vehicle services employees as identified by CDA while in performance of their work, (and air travelers with weapons in locked checked luggage in accordance with TSA regulations), no one is permitted to carry a firearm or any other weapon on or into any building, real property, or parking area under the control of O'Hare or Midway International Airports. Under the Firearm Concealed Carry Act (430 ILCS 66/1 et seq.), a license to carry a concealed firearm does NOT entitle the licensee to carry a firearm on or into any building, real property, or parking area under the control of an airport (430 ILCS 66/65(a)(19)), and doing so is a violation of the Firearm Concealed Carry Act. Violations of the Firearm Concealed Carry Act may result in severe penalties, including, but not limited to, imprisonment and permanent revocation of the violator's access to restricted areas of the Airports.

12.03 *Non-Discrimination.*

A. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR 50.3, and 49 CFR Part 21, hereby notifies all bidders and offerors that the City will affirmatively ensure that for any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids and/or offers in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

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

C. Tenant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities, below, to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant. This provision obligates Tenant for the period

during which the Leased Space is owned, used, or possessed by Tenant and the airport remains obligated to the FAA.

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

E. Tenant must comply with the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), as amended, and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause (44 Ill. Admin. Code 750, Appendix A). Furthermore, Tenant must comply with the Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), as amended, the Environmental Barriers Act (410 ILCS 25/1 et seq.), and all other applicable State statutes, regulations, and other laws.

F. Tenant must comply with the Chicago Human Rights Ordinance, Chapter 6-10 of the Municipal Code, as amended, and all other applicable City ordinances and rules. Further, Tenant must furnish or must cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

G. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to in this Section 10.8.G as the "Contractor") agrees to comply with the following non-discrimination 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 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964), including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. § 4601 et seq.) (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, as amended (29 U.S.C. § 794), (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on

the Basis of Disability in Programs and Activities Receiving Federal Financial Assistance);

- 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, as amended (49 U.S.C. § 47123) (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (Pub. L. 100-259) (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 (42 U.S.C. § 12101 et seq.) (prohibits 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), as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discriminating because of sex in education programs or activities).

H. For the purposes of this Section 10.8.H, the word “Acts” refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the word “Regulations” refers to 49 CFR Part 21 and 28 CFR 50.3. During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to in this Section 10.8.H as the “Contractor”) agrees as follows:

(i) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(ii) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21, including amendments thereto.

(iii) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by

the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(iv) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(v) Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

(vi) Incorporation of Provisions: The Contractor will include the provisions of paragraphs (i) through (vi) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

I. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities. With respect to Tenant, in the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

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

K. Noncompliance with this Section 10.8 will constitute a material breach of this Agreement; and in the event of such breach, Tenant authorizes the City to take such action as Federal, State, or local laws permit to enforce compliance, including judicial enforcement. In the event of Tenant's noncompliance with the nondiscrimination provisions of this Agreement, the City may impose such sanctions as it or the Federal or State government may determine to be reasonably appropriate, including cancellation, termination, or suspension of the Agreement, in whole or in part.

L. Tenant must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, the Commissioner, or the Federal government to be pertinent to ascertain compliance with the terms of this Section 10.8. Tenant must furnish to any agency of the Federal or State government or the City, as required, any and all documents, reports, and records required by 14 CFR Part 152, Subpart E, including an affirmative action plan and Form EEO-1, if applicable.

12.04 National Emergency.

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

12.05 [Intentionally omitted]

12.06 Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Municipal Code).

For purposes of this Section 10.15, "Sexual Harassment" is as defined in § 6-10-020 of the Municipal Code. For the avoidance of doubt, Tenant will be considered an "Employer" as defined in § 6-10-020 of the Municipal Code. In accordance with § 2-92-612 of the Municipal Code and the Illinois Human Rights Act ("IHRA"), Tenant must attest by affidavit that Tenant has a written policy, compliant with the requirements of § 6-10-040 of the Municipal Code and the IHRA, prohibiting sexual harassment. The affidavit must be in a form acceptable to the Commissioner. Tenant's failure to have a written policy prohibiting Sexual Harassment as provided above shall constitute an Event of Default. In such Event of Default, the Commissioner shall notify Tenant of such noncompliance and may, as appropriate: (i) issue Tenant an opportunity to cure consistent with the default provisions in

this Agreement; (ii) terminate the Agreement; or (iii) take any other action consistent with the default provisions in this Agreement. This section shall not be construed to prohibit the City from prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of the Municipal Code, or from availing itself of any other remedies under contract or law.

12.07 2014 Hiring Prohibitions.

A. The City is subject to the June 16, 2014 “City of Chicago Hiring Plan” (the “2014 City Hiring Plan”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

D. In the event of any communication to Tenant by a City employee or City official in violation of Section 10.16.B above, or advocating a violation of Section 10.16.C above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City’s Office of the Inspector General, and also to the Commissioner.

M.

Airport Concession Disadvantaged Business Enterprises (ACDBEs).

This Agreement is subject to the requirements of the U.S. Department of Transportation’s regulations 49 C.F.R. Parts 26 and 23. Tenant agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or

performance of any concession agreement, management contract, subcontract, purchase order, or other agreement covered by 49 CFR Part 23. Tenant agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements. The City has established the ACDBE Agreement Goal, as defined above in Section 3.2, for this Agreement. Tenant must comply with the Special Conditions Regarding ACDBE participation attached hereto as Exhibit 8 and incorporated herein by reference. Failure to comply with such Special Conditions shall be an Event of Default.

12.5

12.10 National Institute of Standards: Licensee must meet National Institute of Standards and Technology (NISI) information system security standards and any supplemental standards established by the Administrator of TSA, as required under Section 536 of Public Law 114-4 (Department of Homeland Security Appropriations Act, 2015; March 4, 2015) ("the Public Law"), The Licensee shall also provide an annual written certification to the City that the procedures it uses to safeguard and dispose of Registered Traveler information is in compliance with Section 536 of the Public Law.

ARTICLE 13

RETAINED RIGHTS OF CITY

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

- (a) To inspect the Premises during regular business hours upon reasonable advance notice (or at any time in the case of emergency, in which case no notice shall be required) to ascertain the condition of the Premises and to determine Licensee's compliance with the terms of this Agreement. The right of inspection shall impose on the City no duty to inspect and shall impart no liability upon the City for failure to inspect.
- (b) To perform any obligation, to perform maintenance and make repairs and replacements in any event where Licensee is obligated to do so under this Agreement and has failed to perform such obligation following any applicable notice and cure periods provided for in this Agreement or to initiate such repairs and maintenance within the time periods provided for in this Agreement, if applicable, or, if no time period is provided, within thirty (30) days after written notice from the City, and thereafter to diligently complete such obligations, repairs or replacements, or at any time with or without written notice, in the event that the City, in its sole discretion, deems that it is necessary or prudent to do so to preserve all or any part of the Terminal from damage or to correct any condition likely to lead to injury or damage.
- (c) To perform any obligation of the City under this Agreement and to make additions, alterations, maintenance and repairs to the Terminal and any other areas on the Airport.

In the event such entry is made during non-operating hours, a representative of Licensee or a representative of Licensee's applicable SubLicensees shall be present, except the case of an

emergency when no such representatives shall be required to be present. Nothing contained in this Section shall prohibit, or diminish the right of, the City to enter the Premises at any time and conduct, without notice to Licensee or any SubLicensees, inspections or audits as set forth in **Article 7** of this Agreement to determine any SubLicensee's compliance with the Service and Performance Operating Standards as set forth in Article 7 of this Agreement.

(d) In the event of a conflict between this Agreement and an applicable ASP Amendment or AOSSP Amendment, the ASP Amendment or AOSSP Amendment shall apply.

13.2 Accommodation of Airport Construction.

(a) Licensee acknowledges that from time to time the City may undertake construction, repair or other activities related to the operation, maintenance and repair of the Airport that will require temporary accommodation by Licensee and its SubLicensees. In addition, the City reserves the right to permanently reconfigure the Common Areas and the Premises as necessary to accommodate the construction of connections at the Airport or relocate or reconfigure the Terminal Gates and Ramp Area. The City agrees to use reasonable efforts to minimize disruption in Licensee's and its SubLicensees' business operations during such period of construction. Without limiting the generality of the foregoing, the City may temporarily or permanently close, alter, change, modify and/or relocate any entrances, passageways, doors and doorways, corridors, elevators, escalators or other parts of the Common Areas ; and the City may at any time and from time to time make such changes, alterations, additions, improvements, repairs or replacements in or to the Airport, as well as in or to the entrances, passages, elevators, escalators, and stairways thereof; as it may deem necessary or desirable, and to change the arrangement and/or location of entrances, passageways, doors and doorways, and corridors, elevators, stairs, rest rooms, or other public parts of the Common Areas or the Airport (other than the Premises), and may stop or interrupt any service or utility system, when necessary by reason of accident or emergency or construction work until the necessity for the interruption or stoppage has ended. The City will endeavor to give Licensee advance notice of such work whenever possible (except in the case of an emergency, in which case no notice shall be required).

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

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

13.3 Status Report. Recognizing that the City may find it necessary to establish to third parties the

then-current status of performance hereunder, Licensee shall, upon the request of the City from time to time, promptly furnish a statement of the status of any matter pertaining to this Agreement. Without limiting the generality of the foregoing, Licensee specifically agrees, promptly upon the commencement of the Term hereof; to acknowledge to the City reasonable satisfaction of any requirements with respect to construction, except for such matters as Licensee may set forth specifically in said statement.

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

ARTICLE 14

FAA PROVISIONS

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

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

14.3 No Obstructions. Licensee must comply with applicable notification and review requirements covered in Part 7-7 of the Federal Aviation Regulations if any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. Licensee, by accepting the Agreement, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Premises above the applicable mean sea level elevation set forth in Part 77 of the Federal Aviation Regulations. If the covenants contained herein are breached, the City serves the right to enter upon the Premises and to remove the offending structure or object and/or cut down the offending tree, all of which will be at the expense of Licensee.

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

14.5 National Emergency. This Agreement and all the provisions of this Agreement are subject to whatever right the United States Government now has or in the future may have or acquire affecting the

control, operation, regulation, and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

14.6 Airport Rules and Regulations. Licensee shall faithfully observe and comply, and shall cause its SubLicensees to faithfully observe and comply, with any reasonable rules which the City may from time to time make provided that such rules apply to all similarly situated Licensees, licensees or Licensees, if any, and are related to the safety, care, appearance, reputation, operation or maintenance of the Airport, the Premises, the Terminal or the Common Areas or the comfort of Licensees or others using such areas or facilities. The City shall uniformly enforce such rules and regulations as to all similarly-situated Licensees, including Licensee and its SubLicensees, but, shall not have any duty or obligation to Licensee to enforce such rules or the terms and conditions in any other Agreement as against any other Licensees and the City shall not be liable to Licensee for violations of the same by other Licensees, their employees, contractors, agents or licensees.

ARTICLE 15

SPECIAL CONDITIONS

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

- (a) Licensee is financially solvent and Licensee holds itself to very high standards of quality and professionalism. Licensee is competent to perform as required under this Agreement; this Agreement is feasible of performance by Licensee in accordance with all of its provisions and requirements; Licensee has the full power and is legally authorized to perform or cause to be performed its obligations under this Agreement under the terms and conditions stated in this Agreement; and Licensee can and will perform, or cause to be performed, all of its obligations under this Agreement in accordance with the provisions and requirements of this Agreement.
- (b) Licensee is a limited liability company duly organized in the state of Delaware, and validly existing and in good standing under the laws of the State of Illinois; Licensee is qualified to do business in the State of Illinois; and Licensee has a valid current business privilege license to do business in the City, if required by applicable law.
- (c) The person signing this Agreement on behalf of Licensee has been duly authorized to do so by Licensee; all approvals or consents necessary in order for Licensee to execute and deliver this Agreement have been obtained; and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated, nor the fulfillment of or compliance with the

terms and conditions of this Agreement:

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

- (i) have no interest, directly or indirectly, that conflicts in any manner or degree with Licensee's performance under this Agreement;
 - (ii) have no outstanding parking violation complaints or debts, as the terms are defined in Section 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;
 - (iii) are not in default under any other City contract or agreement as of the Effective Date, nor have been deemed by the City to have been in default of any other City contract or agreement within five years immediately preceding the Effective Date;
 - (iv) are not in violation of the provisions of § 2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency;
 - (v) are not delinquent in the payment of any taxes due to the City;
 - (vi) will not at any time during the Term have any interest or acquire any interest, directly or indirectly, that conflicts or would or may conflict in any manner or degree with Licensee's performance under this Agreement; and
 - (vii) will not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft at the Airport under current or future conditions or that might otherwise constitute a hazard to the operations of the Airport or to the public generally.
- (k) Except only for those representations, statements, or promises expressly contained in this Agreement, including any Exhibits attached to this Agreement and incorporated by reference in this Agreement, no representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Licensee to enter into this Agreement or has been relied upon by Licensee, including any with reference to:
- (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
 - (ii) the nature of the services to be performed;
 - (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement;
 - (iv) the general conditions that may in any way affect this Agreement or its performance;
 - (v) the compensation provisions of this Agreement; or
 - (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (iv) immediately above, affecting or having any connection with this

Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it.

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

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

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

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

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

15.5 2014 Hiring Prohibitions

(a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-

exempt positions on the basis of political reasons or factors.

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

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

(d) In the event of any communication to Licensee by a City employee or City official in violation of Section 15.5(b) above, or advocating a violation of Section 15.5(c) above, Licensee will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the Commissioner of the Department.

15.6 Multi-Project Labor Agreement.

(a) The City has entered into the Multi-Project Agreement ("PLA") with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work. During the term of this Agreement, Licensee, SubLicensees, and Subcontractors shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the site of construction or off-site solely for installation at the Premises, (including all Licensee improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or will to become a signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft unions(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25.

(b) Said provisions of this Agreement shall be included in all requests for bids and/or proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total project value excess \$25,000.00. In the event a dispute arises with respect to the applicability of the PLA to a particular project, the parties agree to submit said dispute to final and binding arbitration before an arbiter who shall be mutually agreed to by the parties.

15.7 Labor Peace Agreement. Licensee has an ongoing obligation to comply with, and ensure that contractors comply with, the Labor Peace Agreement ("LPA") Ordinance, MCC 10-36-210.

ARTICLE 16

NONDISCRIMINATION AND AFFIRMATIVE ACTION

16.1 Non-Discrimination.

(a) Licensee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants, and agrees with a covenant running with the land that: (i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises; (ii) in the construction of any Improvements on, over, or under the Premises and the furnishing of services in them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (iii) Licensee will use the Premises in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as those regulations may be amended and all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities (set forth in Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration), and as that List may be amended; and (iv) Licensee shall manage the Concession Program on a fair, equal, and non-discriminatory basis. In addition to complying with Title VI of the Civil Rights Act of 1964, Licensee assures that it will comply and will cause its SubLicensees to comply with all other pertinent statutes, including but not limited to 49 USC 47123, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance. In the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

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

(c) Licensee must comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended, and to the extent required by the law, must undertake, implement and operate an affirmative action program in compliance with the rules and regulations of the Federal Equal Employment Opportunity Commission and the Office of Federal Contract Compliance,

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

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

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

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

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

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

16.2 [Intentionally Deleted]

16.3 MBE/WBE Compliance. During the Redevelopment of the Concession Program, Licensee and

SubLicensees shall make good faith efforts to meet their commitments with respect to participation of Minority Business Enterprises/Woman-Owned Business Enterprises ("MBE/WBE") in the design and construction of Licensee's Base Building Improvements and SubLicensees Fixed Improvements, respectively, as set forth in Exhibit D. The stated goals for MBE\WBE participation consist of the following: (i) Design: [25% MBE and 5% WBE]; and (ii) Construction: (26% MBE and 6% WBE].

16.4 Limited English Proficiency. The City is committed to compliance with federal Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), and related FAA guidance. Licensee must cooperate with the City, and require its SubLicensees to cooperate, in updating and implementing the LEP access plan. This may include but is not limited to collecting demographic data and conducting surveys of LEP customers, providing multilingual signage and menus, and hiring multilingual staff.

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

ARTICLE 17

DEFAULT, REMEDIES AND TERMINATION

17.1 Events of Default.

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

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

(2) Licensee's failure to make any payment in full when due under this Agreement and failure to cure the default within ten (10) days after the City gives written notice of the non-payment to Licensee. In addition, Licensee's failure to make any such payment within ten (10) days after the written notice more than three (3) times in any Lease Year constitutes an Event of Default without the necessity of the City giving notice of the fourth failure to Licensee or any opportunity to cure it.

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

(4) Licensee's failure to provide or maintain the insurance coverage required under this Agreement (including any material non-compliance with the requirements) and the failure to cure within five (5) days following written notice from the Commissioner; or, if the noncompliance is non-material, the failure to cure within twenty (20) days after the Commissioner gives written notice. The Commissioner, in her sole discretion, will determine if noncompliance is material.

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

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

(7) A default by Licensee or any Affiliate under any other agreement it may presently have or may enter into with the City during the Term of this Agreement and failure to cure such default within any applicable cure period.

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

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

(10) Licensee is dissolved.

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

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

(13) Failure to meet or maintain the TSA standards for approval and certification as a

Registered Travel Service provider.

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

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

(b) Recover all Rent, including Additional Rent and any other amounts due that have accrued and are then due and payable and also all damages available at law or under this Agreement. If this Agreement is terminated, whether in its entirety or with respect to a part of the Premises, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Licensee would have been obligated to pay for the balance of the Term with respect to the Premises, or if this Agreement is terminated with respect to a portion of the Premises, that portion of the Premises affected by the termination, calculated as provided in this Agreement or, if not fixed, as reasonably estimated and prorated among the various portions of the Premises. In determining the amount of damages for the period after termination, the Commissioner may make the determination based upon the sum of any future payments that would have been due to the City, for the full Lease Year immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term with respect to all or a portion of the Premises must be discounted to present value at a rate deemed to be commercially reasonable for such purposes as of the date of termination. To the extent permitted by law, the Commissioner may declare all amounts to be immediately due and payable. Notwithstanding the foregoing, the City shall use its best efforts to mitigate its damages by finding a replacement Licensee for the Premises being terminated paying comparable Rent.

(c) At any time after the occurrence of any uncured Event of Default, whether or not this Agreement has been terminated, reenter and repossess the Premises and/or any part of it with or without process of law, so long as no undue force is used, and the City has the option, but not the obligation, to re-lease all or any part of the Premises. The City, however, is not required to accept any Licensee proposed by Licensee or to observe any instruction given the City about such a re-lease. The failure of the City to re-lease the Premises or any part or parts of it does not relieve or affect Licensee's liability under this Agreement nor is the City liable for failure to re-Agreement. Reentry or taking possession of the Premises does not constitute an election on the City's part to terminate this Agreement unless a written notice of the election by the Commissioner is given to Licensee. Even if the City re-Agreements without termination, the Commissioner may at any time after that elect to terminate this Agreement for any previous uncured Event of Default. For the

purpose of re-leasing, the Commissioner may decorate or make repairs, changes, alterations or additions in or to the Premises to the extent deemed by the Commissioner to be necessary to re-let the Premises, and the cost of the decoration, repairs, changes, alterations or additions will be charged to and payable by Licensee as Additional Rent under this Agreement. Any sums collected by the City from any new Licensee obtained on account of Licensee will be credited against the balance of the Rent due under this Agreement. Licensee must pay the City monthly, on the days when payments of Rent would have been payable under this Agreement, the amount due under this Agreement less the amount obtained by the City from the new Licensee, if any.

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

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

(f) Seek and obtain monetary damages.

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

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

(i) Assume the assignment of any and all SubAgreements between Licensee and SubLicensees.

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

17.3 Commissioner's Right to Perform Licensee's Obligations.

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

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

- (i) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim;
- (ii) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien that may be asserted; and
- (iii) in connection with the completion of construction, furnishing or equipping of the Premises or the licensing, operation or management of the Premises or the payment of any Of its Operating Costs, may do so in such amounts and to such persons as the Commissioner may deem appropriate.

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

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

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

17.4 Effect of Default and Remedies.

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

(b) All rights and remedies of the City under this Agreement are separate and cumulative and none excludes any other right or remedy of the City set forth in this Agreement or allowed by law

or in equity. No termination of this Agreement or the taking or recovery of the Premises or any portion thereof deprives the City of any of its remedies against Licensee for Rent, including Additional Rent or other amounts due or for damages for the Licensee's breach of this Agreement. Every right and remedy of the City under this Agreement arising out of Licensee's default or indemnification obligations survives the expiration of the Term or the termination of this Agreement.

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

ARTICLE 18

GENERAL PROVISIONS

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

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

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

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

18.5 Covenants in SubAgreements and Contracts. All obligations imposed on Licensee under this Agreement pertaining to the maintenance and operation of the Premises and compliance with the and M/WBE goals contained in this Agreement are deemed to include a covenant by Licensee to insert appropriate provisions in all SubAgreements and Contracts covering work under this Agreement and to use its commercially reasonable efforts to enforce compliance of all SubLicensees and contractors with the requirements of those provisions.

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

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

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

Commissioner, Chicago Department of Aviation
City of Chicago
O'Hare International Airport
10510 W. Zemke Rd
Chicago, Illinois 60666

and with a copy to: First Deputy Commissioner.

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

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

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

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

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

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

18.10 Subordination.

(a) This Agreement is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Agreement, then Licensee consents to the changes to this Agreement. In the event that any such modifications, revisions, supplements or deletions result in either a material increase to Licensee's obligations and liabilities under this Agreement or a material decrease in Licensee's rights under this Agreement or have a material adverse effect on the operation of the Concession Program, then Licensee shall have the right to terminate this Agreement upon prior written notice within ninety (90) days following written notification from the City of the required amendment.

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

(c) To the extent of a conflict or inconsistency between this Agreement and any agreement described in paragraphs (a) and (b) above, those provisions in this Agreement so conflicting must be performed as required by those agreements referred to in paragraphs (a) and (b) except to the extent that any such conflicts or inconsistencies requiring Licensee to perform as required under

such other agreements result in either a material increase to Licensee's obligations and liabilities under this Agreement or a material decrease in Licensee's rights under this Agreement or have a material adverse effect on the operation of the Concession Program.

18.11 Conflict. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any SubAgreement or contract between Licensee and its SubLicensees, Contractors and any other third party, the terms and provisions of this Agreement govern and control.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CHICAGO

Brandon Johnson, Mayor

Recommended by:

Michael McMurray
Commissioner of Aviation

ALCLEAR d/b/a CLEAR

BY: _____

TITLE: _____

ATTEST:

BY: _____

Exhibit O - Registered Traveler Services

CLEAR shall at all times comply with all TSA and Authority standards, rules, and regulations. In addition, CLEAR shall:

1. Establish dedicated CLEAR lanes, which include biometric verification lanes via kiosk and eGate, customer service stations and enrollment stations, at the Authority security checkpoint.
2. Staff its operations with a manager and a team of ambassadors trained in CLEAR enrollment, verification, sales and other operational procedures.
3. Furnish, install and integrate verification stations and eGates at airport security checkpoints for expediting passenger screening and enrollment and customer service stations for travelers to sign-up for or inquire about the Registered Traveler services. CLEAR will be responsible for furnishing, installing, constructing as necessary, and integrating such stations.
4. Assume all costs related to the described responsibilities to conduct Registered Traveler operations, including services, equipment, personnel, facilities, and removal of equipment and related materials when operations are terminated at a site.
5. Ensure all of its employees obtain and display an Airport identification badge issued by the Airport badging office.
6. Operate its Registered Traveler program in accordance with the then-current TSA-approved Airport Security Plan (“ASP”) for the Airport, specifically including, but not limited to, the ASP amendment covering third party registered traveler programs. CLEAR understands and agrees that the ASP amendment may be altered or discontinued by Authority and the TSA, and CLEAR shall operate in accordance with any such alteration or discontinuance.
7. CLEAR shall not be permitted to provide Registered Traveler services until TSA has approved the launch of such Registered Traveler services.
8. Operate so as not to interfere with, and affirmatively coordinate with, other TSA, airline, and Authority queues, lanes, and other activities in and around the security checkpoint areas.
9. Fully cooperate with Authority and the TSA in the course of all audits, inspections, observations, or other compliance checks required by this Agreement or the ASP.