(Published by the Authority of the City Council of the City of Chicago)

COPY

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

Regular Meeting—Tuesday, January 18, 1983

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

JANE M. BYRNE
Mayor

WALTER S. KOZUBOWSKI
City Clerk

ALDERMAN EDWARD R. VRDOLYAK, PRESIDENT PRO TEM. IN THE CHAIR.

In the absence of Honorable Jane M. Byrne, Mayor, who was attending the funeral services of Chicago Police Officer Larry J. Vincent, slain in the line of duty, Alderman Edward R. Vrdolyak, President Pro Tem., assumed the Chair.

Attendance at Meeting.

Present--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone.

Absent--Aldermen Madrzyk, Kellam.

Call to Order.

On Tuesday, January 18, 1983 at 10:00 A.M. (the day and hour appointed for the meeting) Alderman Edward R. Vrdolyak, President Pro Tem., called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--44.

Quorum present.

On motion of Aldermen Sheahan and Stone, respectively, it was ordered noted in the Journal that Aldermen Kellam and Madrzyk were absent due to illness.

Invocation.

Archbishop Constantine, Ukrainian Orthodox Archdiocese, and Bishop Innocent Lotocky, Ukrainian Catholic Diocese of St. Nicholas, opened the meeting with prayer.

Paul Robeson High School Football Team Runner-up in 1982 Illinois State Class 5A Championship.

Honorable Jane M. Byrne, Mayor, on behalf of herself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, The Paul Robeson High School football team was runner-up in the 1982 Illinois State Class 5A championship; and

WHEREAS, The Robeson "Raiders" were runner-up in the Chicago Public School Red Central Division in 1982; and

WHEREAS, The Robeson team ended the 1982 season with an outstanding record of 11 wins and 2 losses; and

WHEREAS, The Robeson team was the Chicago Public League football champion in 1981, while ending that season as runner-up in the Mayor's 1981 Prep Bowl; and

WHEREAS, The Raiders won the Red Central Division in 1980 while posting a season record of 11 wins and 3 losses; and

WHEREAS, One of the many outstanding players on the team, Vincent Tolbert, a defensive and offensive end, was named to the 1982 Sun-Times All State team; and

WHEREAS, Coach Roy Curry has instilled hard work, sportsmanship, and discipline in his team members at Robeson and its predessesor, Parker High School while leading them to a record of a 135 wins and 20 losses since 1967; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, assembled this 18th day of January, 1983, extended to the Paul Robeson High School football team, their heartiest congratulations for being runner-up in the Illinois State Class 5A tournament in 1982; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the Paul Robeson High School football team.

Alderman Streeter moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Streeter (seconded by Aldermen Barden and Sherman) the foregoing proposed resolution was *Adopted,* unanimously.

Alderman Edward R. Vrdolyak, President Pro Tem. presented a trophy to the Paul Robeson High School football team. Principal Simmons and Coach Curry both thanked the Mayor and the City Council for the honor accorded to them and Coach Curry also presented a framed photo and medal of the team to City Hall. The participants were warmly applauded by the Members of the City Council and assembled guests.

Creation of Ukrainian Village Hailed by Ukrainian-American Community.

Honorable Jane M. Byrne, Mayor, on behalf of herself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, Ukrainian-Americans, through their hard work, dedication, and emulation of traditional American values, have made significant contributions towards making Chicago one of the greatest cities in the world; and

WHEREAS, Ukrainians have since the 1890's settled in the Humboldt Park, East Humboldt Park, and West Town community areas; and

WHEREAS, The area bounded by Division Street to the north, Superior Street to the south, Damen Avenue to the east, and Campbell Avenue to the west is predominantly Ukrainian; and

WHEREAS, The Ukrainian community has over the past decade invested millions of dollars into the above described neighborhood; and

WHEREAS, The building of the new Sts. Volodymyr and Olha Ukrainian Catholic Church, the complete rebuilding of the St. Nicholas Ukrainian Catholic Cathedral and of the St. Vladimir Ukrainian Orthodox Cathedral the building of the new Selfreliance Ukrianian Federal Credit Union, of Security Savings and Loan, of the new national headquarters of the Ukrainian National Aid Association of America, and of numerous Ukrainian religious, civic, educational, and cultural centers have sparked an unprecedented amount of private investment into business and residential properties in and around the Ukrainian neighborhood; and

WHEREAS, This predominantly Ukrainian area has become commonly known as Ukrainian Village among Ukrainians and non-Ukrainians alike, as evidenced by the creation of the Ukrainian Village Neighborhood Association, which is composed largely of non-Ukrainians; and

WHEREAS, The mass media has recognized said neighborhood on numerous occasions as an ethnic flower on Chicago's landscape; now, therefore,

Be It Resolved, In consideration of the above, and as an expression of gratitude to the countless Ukrainian-Americans who have dedicated their lives to the betterment of our great City; and

Be It Further Resolved, That the center of the Ukrainian community in Chicago shall hereafter be officially known as Ukrainian Village; and

Be It Further Ordered, That said Ukrainian Village shall be bounded to the north by Division Street, to the south by Superior Street, to the east by Damen Avenue, and to the west by Campbell Avenue; and

Be It Further Ordered, That sufficient funds be allocated from general revenues to decorate Ukrainian Village with appropriate identifying and decorative signs.

Alderman Hagopian moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Hagopian (seconded by Aldermen Stone, Pucinski, Marcin and Natarus) the foregoing proposed resolution was *Adopted,* unanimously.

Alderman Edward R. Vrdolyak, President Pro Tem. presented Dr. M. Ohnrivewycz of the Ukrainian Congress Committee Illinois Division who thanked the City Council for passing the resolution designating their community as Ukrainian Village.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred--PROPOSED ORDINANCE TO AMEND MUNICIPAL CODE OF CHICAGO BY CREATION OF NEW CHAPTER 38.1 REGULATING AIRPORTS AND HELIPORTS.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 18, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance creating a new Chapter 38.1 of the Municipal Code of Chicago, regulating airports and heliports.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred--PROPOSED ORDINANCE TO APPROVE GRANT OF EASEMENT TO IDOT FOR CONSTRUCTION OF RAMP EAST OF LAKE SHORE DR.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 18, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance approving a grant of easement to the Illinois Department of Transportation for the construction of a ramp east of Lake Shore Drive between Illinois Street and the Ogden Slip.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred--PROPOSED ORDINANCE TO AUTHORIZE ISSUANCE OF CITY'S 1981 SERIES A HOME IMPROVEMENT LOAN REVENUE BONDS BY INCREASING MAXIMUM ANNUAL INCOME LIMITATION.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 18, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance amending the ordinance authorizing the issuance of the City's 1981 Series A Home Improvement Loan Revenue Bonds by increasing the maximum annual income limitation for borrowers.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred--PROPOSED ORDINANCE TO AUTHORIZE ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS, SERIES 1983 FOR MICHIGAN BOULEVARD GARDEN APARTMENTS.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 18, 1983.

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

LADIES AND GENTLEMEN--At the request of the City Comptroller and the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing the issuance of Multi-Family Housing Revenue Bonds, Series 1983 (Moderate Rehabilitation Project) for the Michigan Boulevard Garden Apartments.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred--PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF MEMORANDUM OF AGREEMENT CONCERNING REVENUE BOND FINANCING FOR TWO E. 8TH ST. DEVELOPMENT.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 18, 1983.

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

LADIES AND GENTLEMEN--At the request of the City Comptroller and the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing the execution of a memorandum of agreement concerning revenue bond financing for the Two East 8th Street development.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred--PROPOSED ORDINANCE TO APPROVE REDEVELOPMENT AGREEMENT CONCERNING RAPID MOUNTING AND FINISHING PROJECT.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 18, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of a Redevelopment Agreement

concerning the Rapid Mounting and Finishing Project, and authorizing the Acting Commissioner of the Department of Economic Development to enter into and execute the Redevelopment Agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred--PROPOSED ORDINANCE TO TRANSFER CITY-OWNED PROPERTY TO DEPT. OF URBAN RENEWAL FOR CHICAGO-ORLEANS REDEVELOPMENT PROJECT.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 18, 1983.

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

LADIES AND GENTLEMEN--At the request of the Department of Housing, I transmit herewith an ordinance transferring City-owned property to the Department of Urban Renewal for the Chicago-Orleans Redevelopment Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred--PROPOSED ORDINANCE TO PROVIDE FOR CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND FOR PROJECT BY REPUBLIC ALUMINUM, INC.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 18, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of $1,000,000 for the financing of a project by Republic Aluminum, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred--PROPOSED ORDINANCE TO AMEND CHICAGO ZONING ORDINANCE IN AREA OF MILWAUKEE-ASHLAND COMMERCIAL REDEVELOPMENT PROJECT.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings and Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 18, 1983.

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

LADIES AND GENTLEMEN--At the request of the Department of Economic Development, I am transmitting herewith copies of an application for an amendment to the Chicago Zoning Ordinance for a Business Planned Development for the area located at North Milwaukee Avenue and North Ashland Avenue which is in the Milwaukee-Ashland Commercial Redevelopment Project.

Enactment of the ordinance by the City Council will greatly facilitate redevelopment of the site.

Thank you for your consideration of this matter.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED OR RECEIVED IN CITY CLERK'S OFFICE.

Honorable Walter S. Kozubowski, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated as follows:

Proclamations.

Proclamations of Honorable Jane M. Byrne, Mayor, designating times for special observances as follows:

"CENTRAL COMMUNITY HOSPITAL MONTH IN CHICAGO":
Month of January, 1983;

"WJPC CHOIR DAY IN CHICAGO":
January 17, 1983;

"UPTOWN CHAMBER OF COMMERCE DAY IN CHICAGO":
January 20, 1983;

"AUDIO VISUAL DAY IN CHICAGO":
January 21, 1983;

"FASHION SHOWDOWN '83 DAY IN CHICAGO":
January 23, 1983;

"BLACK HISTORY MONTH IN CHICAGO":
Month of February, 1983;

"HEART MONTH IN CHICAGO":
Month of February, 1983;

also

"CHICAGO HEART DAY IN CHICAGO":
February 14, 1983.

Acceptances and Bonds under Ordinances.

Also acceptances and bonds under ordinances as follows:

Marshall Field & Company: Acceptance and bond under an ordinance passed on October 6, 1982 (subsurface space); filed on January 11, 1983;

Northwestern Memorial Hospital: Acceptance and bond under an ordinance passed on October 6, 1982 (concrete tunnel); filed on January 17, 1983;

Swedish Covenant Hospital: Acceptance and bond under an ordinance passed on November 12, 1982 (conduits); filed on January 17, 1983.

CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on January 7, 1983, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on January 17, 1983, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on January 7, 1983, [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on January 17, 1983.

MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL ACTION (TRANSMITTED TO THE CITY COUNCIL BY THE CITY CLERK).

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

Notification of Sale and Delivery to Purchasers of $119,125,000 General Obligation Tax Anticipation Notes, Series of January, 1983.

A report from Anthony N. Fratto, City Comptroller, addressed to the City Council notifying the members of the sale and delivery to the purchaser of $119,125,000 General Obligation Tax Anticipation Notes, Series of January, 1983.--*Placed on File.*

Recommendations by Comm. of Dept. of Planning, City and Community Dev. and Zoning Administrator Pertaining to Sundry Proposals for Map Amendments to Chicago Zoning Ordinance.

Also a communication signed by Martin R. Murphy, Commissioner, Department of Planning, City and Community Development under date of December 27, 1982, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which public hearings were held on December 22, 1982 and deferred matters on December 22, 1982, in accordance with

provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969.--*Placed on File.*

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Zoning Reclassifications of Particular Areas.

Also applications (in triplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning,* as follows:

Joseph Ash--to classify as a Residential Planned Development instead of an R4 General Residence District the area shown on Map No. 13-P bounded by

W. Catalpa Avenue; N. Delphia Avenue; a line 215 feet north of W. Evelyn Lane; and N. East River Road;

Thomas E. Woods--to classify as a C2-1 General Commercial District instead of a C1-1 Restricted Commercial District the area shown on Map No. 14-N bounded by

W. 63rd Street; a line 132 feet 8-5/8 inches east of and parallel to S. Long Avenue; the alley next south of and parallel to W. 63rd Street; and S. Long Avenue.

—

Claims against City of Chicago.

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

Aetna Ins. Co. Rebecca Monroe, Allstate Ins. Co. (7) Yvonne Barlow, Antonio Castro, Booker Corbett, Carmen Flores, Peter Hertl, Morris Kaplan and Rubenesta L. Wilson, American Int'l. Adj. Co. and George Donnell, Ashbell T. Shelley;

Benoit Fred, Blackmon Marion, Blanco Francisco, Booda Ejeek;

Central Transport Inc., Chorba S. (2) Chuhak Joanne, Commonwealth Edison Co. (2), County of Cook;

Damen Food Liquor, Danley Garage World, Domingo Igmidia L., Dyllo David;

Garcia Candido, Gee-Jay Liquors West, Giancola Susan L.;

Halpert Ronald, Hanover Ins. Co. and Eugene Bookman, Humphries Robert;

John Manzuk Helping Hand Inc.;

Kazmierczek Thomas, King Betty Jean, Kopinski Mary Jo, Koterla Stanley;

Lee Sang Yong, Lopez Concepcion, Lusk Bettie B.;

Manning George M., Martinez Pedro, Maryland Cas. Co. and Gerald E. Leppek, Michalek Helen;

Nelson Kerry;

O'Connor Georgieann;

Paradis Phillip, Peven Sidney, Pierpaoli Michael L., Public Vending Corp.;

Quinn John P.;

Rustin Barry A.;

Sanchez John R., Schur Aaron, Smith Elizabeth B., State Farm Ins. Co. and Bernadette Smith, Stephens Ervin;

Turner LaVerne;

Young Particia E.

Referred--REQUEST TO AMEND CHAPTER 34 OF MUNICIPAL CODE CONCERNING PERMIT REQUIREMENTS FOR CANOPIES.

Also a communication from Laurie A. Cray, Assistant Comptroller, Real Estate Division, Department of Finance, requesting the introduction of an amendment to Chapter 34, Section 34-14 (2) of the Municipal Code concerning permit requirements for canopies, etc.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Referred--RECOMMENDATIONS OF COMM. ON CHICAGO HISTORICAL AND ARCHITECTURAL LANDMARKS THAT THE HARRIS AND SELWYN THEATERS AND THE MCCARTHY BUILDING BE DESIGNATED AS "CHICAGO LANDMARKS".

Also two communications from William M. McLenahan, Director, Commission on Chicago Historical and Architectural Landmarks, under date of January 12, 1983, transmitting the recommendations that the Harris and Selwyn Theaters and the McCarthy Building be designated as "Chicago Landmarks".--*Referred to the Committee on Cultural Development and Historical Landmark Preservation.*

REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

COMMITTEE ON FINANCE.

County Clerks of Cook and DuPage Counties Directed to Reduce Amount of 1982 Tax Levy for City of Chicago on Public Building Revenue Bonds, Series "B" 1971.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago entered into a lease dated June 30, 1971, with the Public Building Commission of Chicago for the construction of two (2) Law Enforcement Facilities, 4th Area Police Headquarters and Courts Facility located at South Kedzie and West Harrison Streets, and 6th Area Police Headquarters and Courts Facility at West Belmont and North Western Avenues, together with twelve (12) other City Facilities under Public Building Commission of Chicago Building Revenue Bonds, Series "B" of 1971; and

WHEREAS, The City of Chicago did by ordinance provide for the levy and collection of a direct annual tax sufficient to pay the rentals due under said lease, as and when the same become due and payable, said lease and said tax levying ordinance having been filed with the County Clerks of Cook and Du Page Counties; and

WHEREAS, Subsequent to the above events, the City of Chicago approved the Public Building Commission of Chicago entering into a lease with the County of Cook for the exclusive use and occupancy of the Court Facilities in said two (2) Law Enforcement Facilities; whereby the County of Cook will pay rent to the Public Building Commission of Chicago; said rental being approved by the City of Chicago; and the Public Building Commission of Chicago will forthwith give credit to the City of Chicago upon receipt of this rental; and

WHEREAS, In the year 1982, the County has paid the Public Building Commission of Chicago $368,641 in rental for these facilities, and this amount should be abated; now, therefore,

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

SECTION 1. The County Clerks of Cook and Du Page Counties, Illinois, be and they are hereby directed and authorized to reduce the total amount of 1982 taxes to be extended for the purpose of providing revenue for the payment of rent on behalf of the City of Chicago for Public Building Commission of Chicago Building Revenue Bonds Series "B" of 1971, by the sum of $368,641, plus reserve for loss and cost of collection of $19,402, for a total tax abatement of $388,043 for the year.

SECTION 2. The City Clerk be and he is hereby directed to present to and file with the County Clerks of Cook and Du Page Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Frost the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

Filing of Grant Applications Authorized with United States and Illinois Departments of Transportation Necessary for Design of a Mass Transit System for Southwest Chicago.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith:

WHEREAS, The U.S. Secretary of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, On October 2, 1979, the U.S. Secretary of Transportation approved a joint request of the Mayor and the Governor to withdraw the south leg of Interstate 494, known as the Crosstown Expressway; and

WHEREAS, Such approval authorized the Mayor to develop a program of highway and transit substitute projects which required the concurrence of the Metropolitan Planning Organization; and

WHEREAS, On February 21, 1980, the Metropolitan Planning Organization concurred in the Mayor's program, rendering each project, contained therein, eligible for Federal financial assistance; and

WHEREAS, Included in this program is the improvement of mass transit service in Southwest Chicago; and

WHEREAS, By ordinance passed July 20, 1981 (C.J.P. 6564), and by ordinance passed September 15, 1982 (C.J.P. 1214), the City Council authorized the execution of grant agreements on behalf of the City of Chicago for a total amount of $655,000 to complete a technical analysis for a mass transit system to serve Southwest Chicago; and

WHEREAS, An Alternatives Analysis/Draft Environmental Impact Statement has been prepared by the Department of Public Works and other participating agencies evaluating the various types of transportation improvements which could be provided to Southwest Chicago; and

WHEREAS, The Interagency Policy Committee for the Southwest Transit Project has recommended, and the Mayor of the City of Chicago has approved the 49th Street-Midway Rapid Rail Alternative as the preferred alternative.

The 49th Street-Midway alternative consists of a new nine-mile two track rapid rail line to be constructed from Midway Airport to a junction with the existing Dan Ryan elevated structure at 18th Street. This rapid rail line will operate through the Loop and be directly coupled with the existing Lake Street Line; and

WHEREAS, It is now necessary to apply for funds to carry out the preliminary design and preparation of a Final Environmental Impact Statement for a mass transit system to serve Southwest Chicago in an amount up to $8,700,000, of which up to $7,395,000 (85%) will be provided by the federal government and up to $1,305,000 (15%) will be provided by the State of Illinois with no local match required by the City of Chicago; and

WHEREAS, It is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, It is the goal of the Applicant that minority business enterprise be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts or consultant and other services; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute and file an application on behalf of the City of Chicago, with the U.S. Department of Transportation and the Illinois Department of Transportation to carry out the preliminary engineering and preparation of a Final Environmental Impact Statement for a mass transit system to serve Southwest Chicago.

SECTION 2. That the Mayor is authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

SECTION 3. That the Mayor is hereby authorized to execute, the City Clerk to attest, the Corporation Counsel to review as to form and legality contracts pertaining to the grant applications in an amount up to $7,395,000 between the Urban Mass Transportation Administration and the City of Chicago, and in an amount up to $1,305,000 between the Illinois Department of Transportation and the City of Chicago.

SECTION 4. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

SECTION 5. That the City Comptroller is directed to disburse the grant funds as required to carry out preliminary design of a mass transit system for Southwest Chicago.

SECTION 6. That the Commissioner of Public Works is authorized to furnish additional information, and execute and file assurances or other documents as the U.S. Department of Transportation or the Illinois Department of Transportation may require in connection with the applications or agreements.

SECTION 7. That the Commissioner of Public Works is authorized to carry out design and engineering for a mass transit facility for Southwest Chicago. It shall be the responsibility of the Commissioner of Public Works to prepare, or cause to be prepared, detailed plans, specifications, and bid documents for a mass transit facility for Southwest Chicago whether said preparation is carried out by City forces, CTA forces and/or consultants.

SECTION 8. That the Mayor, the Commissioner of Public Works, the City Comptroller and the City Purchasing Agent are authorized to execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality contracts/agreements and amendments thereto pertaining to the design for a mass transit facility for Southwest Chicago between the City of Chicago and the Chicago Transit Authority.

SECTION 9. The City of Chicago Purchasing Agent is authorized to advertise for and accept bids, and upon proper authorization, to award contracts for the services necessary to design a mass transit facility for Southwest Chicago. These activities shall be carried out in accordance with applicable City, State and Federal statutes and regulations.

SECTION 10. That this ordinance shall be in force and effect from and after its passage.

On motion of Alderman Frost the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

Authority Granted for Execution of an Amendment to an Agreement Between State and City for the Repair of the Division Street Drawbridge.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an amendment to a project agreement with the State of Illinois providing for the repair of the Division Street Drawbridge over the North Branch of the Canal described therein, said agreement to be substantially in the following form:

Whereas, on March 12, 1981, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement to repair the drawbridge carrying Division Street over the North Branch Canal, hereinafter referred to as the "Project"; and

Whereas, on October 16, 1980, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 4178 and 4179).

Whereas, Paragraph 4 of the aforementioned Agreement provides for certain force account construction work to be performed by the City forces; and

Whereas, the City and the State are desirious of including said work in the construction contract for the Project.

Now, Therefore, Be It Agreed, that Numbered Paragraph 4 be deleted therefrom.

Be It Further Agreed that Numbered Paragraph 13 of the aforementioned Agreement is revised to read as follows:

13. That the estimated costs of the Project as covered under this Agreement are:

Contract Construction		$ 1,200,000
Construction Supervision and Construction Engineering		75,000
	TOTAL	$ 1,275,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects, the proportional participation for the project will be:

Federal Share (85% of $1,275,000)		$ 1,083,750
Non-Federal Share (State) (15% of $1,275,000)		$ 191,250
	TOTAL	$ 1,275,000

and that based upon said ratio of State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of $211,375, with any Non-Federal share required in excess of the amount to be provided by the City.

Be It Further Agreed, that Numbered Paragraph 17 be added to the Agreement as follows:

17. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 13.

Be It Further Agreed, that all items contained in the original City/State Agreement which are not in conflict with this Amendment shall remain in full force and effect.

Be It Further Agreed, that this Amendment to the Agreement shall be binding and inure to the benefits of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be Executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

On motion of Alderman Frost the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

Authorization Given for Execution of New Water Supply Contract Between City and Village of McCook.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the execution of a new water supply contract between the City of Chicago and the Village of McCook.

On motion of Alderman Frost the said proposed ordinance was *Passed,* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is hereby authorized and directed to execute, the Clerk to attest, the Commissioner of Water to approve and the City Comptroller to accept the file of record, upon the approval of the Corporation Counsel as to form and legality, a Water Supply Contract between the City of Chicago and the Village of McCook to be substantially in form as follows:

This Agreement made and entered into this 7th day of September A.D. 1982 and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a Municipal Corporation, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter called the "City", and the Village of McCook in Cook County, Illinois, located within the Metropolitan Sanitary District of Greater Chicago; party of the second part.

WITNESSETH:

Whereas, said City of Chicago and the Village of McCook entered into a ten year agreement on the 16th day of June A.D. 1980, for the furnishing from the City's water mains at the City limits, W. 31st Street and S. Kilbourn Avenue and for emergency use only at First Avenue and South right-of-way of the Chicago, Burlington and Quincy Railroad a supply of water for consumers located

within the territorial limits of the Village of McCook, four (4) accounts located outside the corporate limits of the Village of McCook, the City of Countryside, one (1) account located outside the corporate limits of the City of Countryside and to the Village of Hodgkins not to exceed an annual average of 6,608,921 gallons per day in 1980 increasing to the totals of all three (3) municipalities' water allocations per year as will be allocated by the State of Illinois, Bureau of Resource Management with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, said City of Chicago and the Village of McCook, on the 2nd day of March A.D. 1981, entered into a First Amendment of the agreement of the 16th day of June A.D. 1980, for the furnishing from the City's water mains at the City limits, W. 31st Street and S. Kilbourn Avenue and for emergency use only at First Avenue and South right-of-way of the Chicago, Burlington and Quincy Railroad a supply of water for consumers located within the territorial limits of the Village of McCook, four (4) accounts located outside the corporate limits of the Village of McCook, the City of Countryside, one (1) account located outside the corporate limits of the City of Countryside, the Village of Hodgkins and the Village of Riverside not to exceed an annual average 7,768,000 gallons per day in 1981 increasing an annual average 7,819,000 gallons per day in 1989 with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, said City of Chicago and the Village of McCook on the 1st day of February A.D. 1982, entered into a Second Amendment of the agreement of the 16th day of June A.D. 1980, for the furnishing from the City's water mains at the City limits, W. 31st Street and S. Kilbourn Avenue and for emergency use only at First Avenue and South right-of-way of the Chicago, Burlington and Quincy Railroad a supply of water for consumers located within the territorial limits of the Village of McCook, four (4) accounts located outside the corporate limits of the Village of McCook, the City of Countryside, one (1) account located outside the corporate limits of the City of Countryside, the Village of Hodgkins, the Village of Riverside, the Village of La Grange and eleven (11) accounts located outside the corporate limits of the Village of La Grange not to exceed an annual average of 9,611,000 gallons per day in 1982 increasing to an annual average of 9,672,000 gallons per day in 1989 with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, the Village of McCook wishes to purchase from the City and the City wishes to sell to the Village of McCook an additional supply of water for resale to the Village of Indian Head Park and one (1) account outside its corporate limits and the La Grange Highlands Sanitary District; and

Whereas, for the mutual benefit of both parties, the City of Chicago and the Village of McCook have agreed to a cancellation of the present contract in favor of entering into a new contract; and

Whereas, the City of Chicago is willing to enter into a new water supply contract with the Village of McCook and furnish water from existing connection to City's water mains at the City limits at W. 31st Street and S. Kilbourn Avenue and for emergency use at First Avenue and South right-of-way of the Chicago, Burlington and Quincy Railroad.

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

A. *Service to be Furnished*

(1) The City agrees to furnish to the Village of McCook and the Village of McCook agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water of the City from the City's water mains at the City limits at W. 31st Street and S. Kilbourn Avenue and for emergency use only at First Avenue and South right of way of the Chicago, Burlington and Quincy Railroad to be used by the Village of McCook in supplying water to consumers located within the corporate limits of the Village of McCook and to four (4) accounts located outside the corporate limits of the Village of McCook.

(2) *The Village of McCook is further authorized to resell water to the City of Countryside* and to one (1) account outside its corporate limits, to the Village of Hodgkins, to the Village of Riverside, to the Village of La Grange and eleven (11) accounts located outside its corporate limits, to the Village of Indian Head Park and one (1) account outside its corporate limits and to the La Grange Highlands Sanitary District.

B. *Quantity of Water to be Furnished*

(1) For consumers located within the corporate limits of the Village of McCook and to include additional amounts of water for resale to the City of Countryside, the Village of Hodgkins, *the Village of Riverside, the Village of La Grange, the Village of Indian Head Park and* the La Grange Highlands Sanitary District, the quantities of water for the years are as indicated:

Year	*Annual Average Daily Quantity in Gallons*
1982	10,624,000
1983	10,640,000
1984	10,655,000
1985	10,720,000
1986	*10,670,000*
1987	10,700,000
1988	10,729,000
1989	10,759,000
1990	10,789,000
1991	10,797,400

These quantities are in accordance with the allocations made to the separate entities by Opinion and Order LMO 80-4 of the Illinois Department of Transportation.

(2) *The water supplied and taken in accordance with this contract shall be withdrawn* at a uniform rate during the 24 hours of each day. The maximum hourly rate of withdrawal of water from the City's mains shall not exceed twice the annual average daily contract amount.

(3) The Village of McCook agrees to install a flow control system at the meter vault on existing water service connection to City's water main at the City limits, W. 31st Street and S. Kilbourn Avenue, when requested by the City, in order to regulate the flow of water as herein provided.

(4) The quantities of water to be furnished are to be supplied to the five (5) Villages, one (1) City and one (1) Sanitary District for the years as indicated:

Annual Average Daily Quantity in Gallons

Year	*Village of McCook*	*City of Countryside*	*Village of Hodgkins*	*Village of Riverside*
1982	5,797,000	763,000	280,000	938,000
1983	5,797,000	765,000	282,000	938,000
1984	*5,797,000*	*767,000*	*284,000*	*937,000*
1985	5,797,000	769,000	332,000	936,000
1986	5,728,000	771,000	336,000	935,000
1987	5,728,000	781,000	343,000	934,000
1988	5,728,000	792,000	350,000	933,000
1989	5,728,000	802,000	357,000	932,000
1990	5,728,000	813,000	364,000	931,000
1991	5,728,000	818,500	368,300	929,000

Annual Average Daily Quantity in Gallons

Year	*Village of La Grange*	*Village of Indian Head Park*	*La Grange Highlands Sanitary District*
1982	1,833,000	365,000	648,000
1983	1,836,000	372,000	650,000
1984	1,839,000	379,000	652,000
1985	1,842,000	386,000	658,000
1986	1,845,000	391,000	664,000
1987	1,848,000	396,000	670,000
1988	1,850,000	400,000	676,000
1989	1,853,000	405,000	682,000
1990	1,855,000	410,000	688,000
1991	1,852,100	412,000	689,500

These quantities are in accordance with the allocations made to the separate entities by Opinion and Order LMO 80-4 of the Illinois Department of Transportation.

C. Standard Terms and Conditions

I. General

(1) This agreement shall be in force and effect for a period ending ten years from the date hereof, subject, however, to the option of the Village of McCook to renew said agreement for successive like terms, written notice thereof to be submitted to the City six months prior to the expiration of each said ten year term. Amounts of water for average daily use will be the amounts as allocated by the State of Illinois, Bureau of Resource Management.

(2) No officer, official or agent of the City has the power to amend, modify or alter this agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

(3) This agreement shall not be assigned or transferred by either party.

(4) This agreement will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's rights to obtain, sell or contract for or distribute Lake Michigan water.

(5) The quantity of water supplied under this contract shall not exceed the amount of Lake Michigan water allocated by the Illinois Department of transportation to the Village of McCook and the six (6) entities served by the Village of McCook.

(6) The City will not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless from all damage of any kind, nature and description which may arise as a result of making this agreement and furnishing water hereunder.

(7) The Village of McCook may not permit any water furnished hereunder to be used to supply any party outside their territorial limits, except as provided for herein, without specific approval of the City Council of the City. This shall not apply to emergency service provided to other City water users.

II. REPORTING REQUIREMENTS

(8) The Village of McCook shall submit quarterly reports to the City listing all consumers located outside their territorial limits showing location, character of occupancy and amount used by each during the period covered.

(9) The Village of McCook shall maintain suitable records of the hourly and daily consumption of water by the consumer and these records shall be available to the City at all reasonable times.

(10) At the end of each calender year during the term of this contract and not later than March 31st of each year, the Village of McCook agrees to submit to the Commissioner of Water of the City a written copy of the prevailing water rate schedule as applicable to its water consumers. It shall include all rates and relevant information and the premises on which rates have been furnished.

(11) The Village of McCook shall submit to the City by the 10th day of each month, a report showing the amount of water received the previous month from the City and the amount furnished to consumers. The Village of McCook shall also furnish water system plats, zoning maps and such other information regarding billing, collections and delinquencies as may be requested by the City from time to time.

III. RESERVATIONS

(12) In the event of a default in payment of a water bill by the Village of McCook the City reserves the right to require the Village of McCook to deposit, in advance, a sum equal to the estimated costs for water supply during a period of ninety days at the prevailing metered rate.

(13) The City reserves the right to inspect, test, repair and replace the water meters as required. Such replacements or repairs shall be charged to and paid by the Village of McCook.

IV. WATER QUALITY

(14) The City shall supply the Village of McCook with water of a quality commensurate with that furnished to its consumers within its City limits.

(15) The Village of McCook shall receive its supply of water from the City by a means or method approved by the City's Commissioner of Water. The City of Chicago water system must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the Commissioner, must be installed.

(16) The City bears no degree of responsibility for the water quality at any point beyond the meter vault. The Village of McCook bears the responsibility for maintaining the water quality at any point beyond the meter vault and within its distribution system.

(17) The Village of McCook shall notify and keep the City informed of the responsible individual in charge of operations.

(18) The Village of McCook shall immediately notify the City's Commissioner of Water of any emergency or condition which may affect the quality of water in either party's system.

(19) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the Village of McCook and to perform required tests.

V. EQUIPMENT AND OPERATION

(20) The Village of McCook shall provide and maintain all service mains and valves and bear the costs for connecting said mains to and severing them from the City's water system. Each service main shall be equipped with a valve located within the City limits and said valve shall be under the sole and complete control of the City and will mark the limit of the City's responsibility for maintenance of the piping system.

(21) The Village of McCook shall provide and maintain any and all devices expressly requested by the City's Commissioner of Water for the purpose of controlling, measuring, transmitting and recording flows of the supply of water furnished and the transmitting and recording of pressures, reservoir levels and other required operational information.

(22) The Village of McCook shall provide the meters, vaults with sump pumps and related devices, adhering to City Standard Practices, for measuring the supply of water furnished. Meters provided must be delivered to the City Meter Shop for testing and picked up promptly after testing, all at the expense of the Village of McCook prior to installation by them. Plans and specifications for the equipment and vault, or other protective structure, must be submitted to and be approved by the City's Commissioner of Water before an authorization for installing the meters and related devices will be issued. The Village of McCook shall place the meters and related devices in a vault or other protective structure near the City limits and keep the vault or protective structure accessible and safe to work in at all times.

(23) The City's represenative will regularly inspect the meters measuring the supply of water furnished and will repair or replace any meter or part of a meter which has a total registration greater than authorized, or which has been in service for a period longer than authorized or which is known or suspected to be registering incorrectly. All such repairs or replacements shall be made by the City's representatives and the Village of McCook shall pay for repairs and replacement made.

(24) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the City's Commissioner of Water for the purpose of billing the Village of McCook. The estimate shall be based upon the average of twelve preceding readings of the meter, exclusive of incorrect readings. When less than twelve correct readings are available, fewer readings including some obtained after the period of incorrect registration, may be used.

(25) The Village of McCook shall assure that reservoirs of sufficient capacity are provided to store twice the annual daily average allocation of water to the Village of McCook and the Villages furnished water by the Village of McCook Water System as authorized by Illinois Department of Transporation Order Number LMO 80-4 and any revisions to the allocations. All reservoirs provided by the Village of McCook and the Villages furnished water by the Village of McCook Water System shall be considered in meeting this requirement. The water system is to be operated to utilize the reservoirs in a manner to assure that water is withdrawn from the Chicago Water System as uniformly as possible.

VI. RATES AND DISCOUNTS

(26) Charges for water furnished to the Village of McCook shall be at the rate fixed for like large quantities of water furnished through meters to consumers inside the City, said rate being fixed by City Ordinance.

(27) The Village of McCook shall be entitled to the same discount for prompt payment of water bills as is allowed to metered customers inside the City.

In Witness Whereof, the City of Chicago has caused this agreement to be signed in sextuplicate originals (each executed copy constituting an original) by its Commissioner of Water, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk: the Village of McCook has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its Mayor and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

[Signature forms omitted for printing purposes.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

City Comptroller Authorized to Advertise for Sale the Parcel of City-Owned Vacant Property Located at Nos. 3755-3757 S. Indiana Av.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 12 in Grigg's Subdivision of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as Nos. 3755-3757 S. Indiana Avenue, Permanent Tax No. 17-34-316-018).

Subject to 1978 taxes.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

On motion of Alderman Frost the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

Authority Granted for Issuance of License Fee Exemptions for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (January 7, 1983) sundry proposed ordinances transmitted therewith, to authorize issuance of license fee exemptions for certain charitable, educational and religious institutions, submitted a report recommending that the City Council pass said proposed ordinances.

On separate motions of Alderman Frost *each* of the said proposed ordinances was *Passed,* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

Said ordinances as passed read respectively as follows (the Italic heading in each case not being a part of the ordinance):

Hospitals

Albert Merritt Billings Hospital.
(The University of Chicago)

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Albert Merritt Billings Hospital.
(The University of Chicago)
No. 950 E. 59th Street.

SECTION 2. This ordinance shall be in force from and after its passage.

—

Chicago Lying-In Hospital.
(The University of Chicago)

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Chicago Lying-In Hospital
(University of Chicago)
No. 5841 S. Maryland Avenue.

SECTION 2. This ordinance shall be in force from and after its passage.

Children's Memorial Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Children's Memorial Hospital
No. 2300 N. Childrens Plaza.

SECTION 2. This ordinance shall be in force from and after its passage.

—

Holy Cross Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Holy Cross Hospital
No. 2701 W. 68th Street.

SECTION 2. This ordinance shall be in force from and after its passage.

—

The Hospital of Englewood.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

The Hospital of Englewood
No. 6001 S. Green Street.

SECTION 2. This ordinance shall be in force from and after its passage.

—

Howard Brown Memorial Clinic.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Howard Brown Memorial Clinic
No. 2676 N. Halsted Street.

SECTION 2. This ordinance shall be in force from and after its passage.

Illinois Central Community Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Illinois Central Community Hosptial
No. 5800 S. Stony Island Avenue.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

—

Rehabilitation Institute of Chicago.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Rehabilitation Institute of Chicago
No. 345 E. Superior Street.

SECTION 2. This ordinance shall be in force from and after its passage.

—

St. Bernard Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

St. Bernard Hospital
No. 326 W. 64th Street.

SECTION 2. This ordinance shall be in force from and after its passage.

—

Shriners Hospital for Crippled Children.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Shriners Hospital for Crippled Children
No. 2211 N. Oak Park Avenue.

SECTION 2. This ordinance shall be in force from and after its passage.

Silvain and Arma Wyler Children's Hospital.
(The University of Chicago)

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Silvain and Arma Wyler Children's Hospital
(The University of Chicago)
No. 950 E. 59th Street.

SECTION 2. This ordinance shall be in force from and after its passage.

Food Dispenser.

St. Bernard Hospital.

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the St. Bernard Hospital, No. 326 W. 64th Street, is hereby exempted from payment of the annual Food Dispenser (Retail) license fee provided therefor, for the year 1983.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued Against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred on January 7, 1983 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name and Address	*Warrant No. and Type of Inspection*	*Amount*
Beth Jacob Congregation No. 6601 S. Kedzie Avenue	P1-201135 (Fuel Burn. Equip.)	$ 20.00
Lawn Manor Hebrew Congregation No. 6601 S. Kedzie Avenue	F4-219966 (Mech. Vent.)	25.00

On motion of Alderman Frost the foregoing proposed substitute order was *Passed,* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

Authority Granted for Payments of Hospital, Medical and Nursing Services Rendered Certain Injured Members of Police and Fire Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

On motion of Alderman Frost the said proposed order was *Passed,* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

John LeCompte, 458223, District 9; injured August 20, 1982	$	243.80
Melvin J. Libner, 468694, District 8; injured October 4, 1982		70.75
Joseph LoBianco, 473144, Gang Crimes-South; injured October 26, 1982		413.50
Joseph T. Lupo, 482372, District 7; injured October 13, 1982		93.00
Ira S. Lynch, 483750, District 4; injured October 7, 1982		129.50
Allen J. Jaglowski, 374696, Area No. 6-Administration; injured October 18, 1982		77.50
Dave B. Jezioro, 381905, District 25; injured October 18, 1982		77.50
Thomas Jones, 391159, District 14; injured October 16, 1982		185.00
David J. Kapus, 400100, District 23; injured October 13, 1982		598.00
William P. Kieling, 417165, Public Housing Division; North injured October 28, 1982		72.00
Tommie King, 421004, District 3; injured July 12, 1982		630.79
John Klunk, District 13; injured October 13, 1982		100.00
Allan E. Kohl, 429364, District 14; injured July 1, 1982		80.00

Leonard L. Koplitz, 431938, District 25; injured October 6, 1982	$	259.85
William Koronkiewicz, 432630, Electronics Maintenance Division; injured October 4, 1982		199.63
William Kowalski, 435423, District 2; injured October 24, 1982		72.00
Richard M. Kwiatek, 445815, District 23; injured October 31, 1982		89.00
Thomas Davey, 171770, District 18; injured June 7, 1982		5,898.15
Raymond L. Macey, 486783, District 22; injured October 2, 1982		70.50
Mark J. Madden, 488589, District 11; injured October 3, 1982		234.50
James C. Malewski, 493936, District 3; injured October 1, 1982		36.00
Wayne L. McClory, 520331, District 16; injured October 2, 1982		82.00
Thomas E. McCue, 522175, Enforcement Section; injured October 2, 1982		133.50
Mitchell McCullough, 522401, Gang Crimes - South; injured October 16, 1982		399.00
Christopher Mancari, 496364, District 9; injured October 23, 1982		73.00
Karl R. Manuel, 498847, Vice Control Section; injured June 26, 1981		258.00
Patrick W. Markham, 501992, District 9; injured October 16, 1982		140.40
Marshall Massey, 509451, District 6; injured October 8, 1982		109.00
John M. Maxwell, District 14; injured October 16, 1982		110.00
James Mickleborough, 550517, Training Division; injured March 24, 1982		45.00
Lawrence Monegain, 562256, District 7; injured October 13, 1982		102.00
Lawrence Monegain, 562256, District 7; injured October 14, 1982		123.00
Jeffrey B. Murphy, 578771, District 13; injured October 12, 1982		99.59
Robert J. Muscolino, 582717, District 17; injured October 26, 1982		175.00
Nicholas Nehoda, 588605, District 23; injured October 15, 1982		162.35
Delphys Pearson, Jr., 637070, District 4; injured October 14, 1982		105.00
Floyd Pedone, 638093, District 10; injured October 7, 1982		69.50
Robert Phillips, 647108, District 20; injured October 15, 1982		50.00
Donald T. Podgorny, 653833, District 9; injured October 25, 1982		84.50
Armeatha Poole, 656060, Central Detention Section; injured October 1, 1982		170.50
William Proctor, 664037, District 4; injured August 22, 1982		156.00
John J. Quattrocki, 667992, Crime Laboratory Division; injured October 27, 1982		75.00

Lynne R. Rudd, 708738, District 14; injured October 10, 1982	$ 245.50
Brian J. Rybka, 712246, District 15; injured October 4, 1982	146.00
William F. Sacco, 713364, District 15; injured October 18, 1982	159.00
Stanley Salabura, 714300, District 5; injured October 8, 1982	155.55
William Schmitt, 727344, District 14; injured October 27, 1982	96.00
Michael Scornavacco, 733369, District 15; injured October 27, 1982	65.00
Ronald Sieckowski, 748052, District 10; injured October 10, 1982	64.50
David Snethen, 764021, District 10; injued October 16, 1982	2; 515.50
Stanislaw Sobie, 764635, District 4; injured October 23, 1982	4,164.65
Edmond Stack, 773020, Special Operations Group-North; injured October 10, 1982	126.00
Fletcher Stevens, 779804, District 2; injured October 6, 1982	751.00
Patricia Stoner, 783048, District 25; injured October 21, 1982	284.00
Richard J. Swallo, 792718, District 24; injured June 9, 1982	2, 015.60
James Tobin, 811688, Area No. 6, Property Crimes; injured October 28, 1982	238.00
Stephen Todd, 812372, District 2; injured August 21, 1982	66.00
Robert Trisoliere, 818935, District 25; injured October 14, 1982	100.50
Wetonah L. Turner, 823476, Recruit Training; injured October 18, 1982	127.80
Lawrence Van Arkel, 828759, District 11; injured June 15, 1982	94.50
Louis A. Vasquez, 830825, District 10; injured October 7, 1982	68.50
Wady Valez, 831846, District 13; injured October 5, 1982	128.00
Thomasina Waller, 841438, District 5; injured October 8, 1982	325.00
George R. Ware, 847392, District 2; injured October 10, 1982	67.00
John A. Wasco, 848677, District 14; injured October 10, 1982	88.00
Elbert Waters, 850110, District 2; injured October 31, 1982	381.00
Edward J. Welte, 856468, District 19; injured October 27, 1982	34.00
Allecia J. Williams, 866196, District 2; injured October 22, 1982	69.00
Brad R. Williams, 866381, Special Operations Group - South; injured June 20, 1982	110.50
Roger D. Wilson, 873005, District 20; injured October 8, 1982	241.25

Diane M. Wright, 881990, Recruit Training; injured October 28, 1982	$	46.60
Anthony S. Zdziarski, 889873, Special Operations Group - South; injured October 4, 1982		90.00
William Ziemann, 892055, Detective Division, Property Crimes; injured October 28, 1982		58.00
Kevin O. Ransford, 674038, Enforcement Section; injured October 19, 1982		58.00
William R. Reynolds, 683532, District 18; injured October 29, 1982		258.25
Theodore Richardson, 685538, District 1; injured October 31, 1982		190.00
Kenneth Roberts, 691568, District 7; injured October 8, 1982		189.50
Ann Conroy, Paramedic, Ambulance No. 27; injured August 2, 1982		128.00;

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

Earl D. German, 277326, Enforcement Section; injured October 7, 1982	$	170.00
Timothy G. Gloeckle, 286521, District 14; injured October 23, 1982		356.25
Sandra L. Gough, 294751, District 17; injured October 13, 1982		121.60
Michael P. Graffis, 295998, District 6; injured October 30, 1982		71.80
Dorothy M. Green, 300050, District 4; injured October 31, 1982		108.00
Saul E. Klupt, 426344, District 18; injured October 13, 1982		190.25
Raymond Laarveld, 447890, District 19; injured October 31, 1982		40.00
William J. Little, 472419, District 18; injured October 13, 1982		140.75
Edwin Lukaszewski 481252, District 18; injured October 26, 1982		219.25
Anthony Luzin, 482918, Public Housing Division - North; injured May 11, 1982		262.00

Robert McCallister, 514890, District 19; injured October 31, 1982	$ 40.00
Michael McDermott, 523516, Violent Crimes; injured October 6, 1982	147.00
Patrick J. Mangan, 496984, District 18; injured October 26, 1982	127.00
Ronald D. Stieben, 780990, Public Housing Division; injured October 25, 1982	142.00
Aloysius Tomasik, 813130, District 17; injured October 13, 1982	56.00
Joseph C. Welsch, 856232, Area No. 6, Property Crimes; injured June 18, 1982	174.00

Authority Granted for Payment of Miscellaneous Refunds Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

On motion of Alderman Frost the said proposed order was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--44.

Nays--None.

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said order as passed:

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

Residential Parking Permits.

Department of Finance: Account No. 100.9112.934.

Name and Address	*License No.*	*Amount*
Dwayne E. Weber 5528 S. Nottingham Avenue Chicago, Illinois 60638	P674791	$ 5.00
Widdie J. Wastak 5626 S. Neva Avenue Chicago, Illinois 60638	546938	5.00
Charles Remkus 5523 S. Nottingham Avenue Chicago, Illinois 60638	4161	5.00

Joseph Miklos 5534 S. Nordica Avenue Chicago, Illinois 60638	157684	$ 5.00
Steven Kaput 5515 S. Nottingham Avenue Chicago, Illinois 60638	P927604	5.00
John Kaliszewski 5540 S. Nordica Avenue Chicago, Illinois 60638	5866	5.00
Paul and Joann Kapugi 5515 S. Nottingham Avenue Chicago, Illinois 60638	P927606	5.00
Paul and Joann Kapugi 5515 S. Nottingham Avenue Chicago, Illinois 60638	P927605	5.00
Steve J. Juricek 5530 S. Nordica Avenue Chicago, Illinois 60638	729875	5.00
Leo R. Gibes 5538 S. Nordica Avenue Chicago, Illinois 60638	P10426	5.00
Leo R. Gibes 5538 S. Nordica Avenue Chicago, Illinois 60638	PP10426	5.00
Alina Andrzejewski 5531 S. Nottingham Avenue Chicago, Illinois 60638	679277	5.00

Vehicle License Refunds.

Department of Finance: Account No. 300.9112.990.

Name and Address	*License No.*	*Amount*
Cynthia R. McAlpin 845 N. Massasoit Chicago, Illinois 60651	P602338	$ 40.00
Alfredo Balde 2642 W. Superior Street Chicago, Illinois 60612	P601889	40.00

Damage to Vehicles.

Department of Streets and Sanitation: Account No. 100.9112.934.

Name and Address	*Date and Location*	*Amount*
James A. Bialobok 4335 S. Whipple Street Chicago, Illinois 60632	4-6-82 3600 S. Ashland Avenue	$ 1,000.00
Joan Page 9127 S. Ashland Avenue Chicago, Illinois 60620	5-2-82 1421 E. 76th Street	111.00

Daniel L. Maycunich 3024 Kenwood Hammond, Indiana 46323	8-8-82 Huron and Fairbanks	$ 158.00
Victor Santigo 3137 N. Sawyer Avenue Chicago, Illinois 60618	8-6-82 City Garage No. 9	375.00
Mary C. Etten 7518 N. Eastlake Terrace, No. 3N Chicago, Illinois 60626	7-14-82 900 N. Michigan Avenue	215.00
Lori Ann Valas 5323 W. 24th Street Cicero, Illinois 60650	7-6-82 11 W. Wacker Drive	206.00
Walter L. Ligas 6777 N. Ionia Chicago, Illinois 60646	10-15-82 6900 N. Central	55.00
Joseph Wzsznewsky 6843 N. Minnetonka Avenue Chicago, Illinois 60646	10-2-82 11 W. Wacker Drive	100.00

Damage to Property.

Department of Streets and Sanitation: Account No. 100.9112.934

Name and Address	*Date and Location*	*Amount*
Wilhelmina Leonhardt 3357 N. Kedvale Avenue Chicago, Illinois 60641	7-20-82 3357 N. Kedvale Avenue	$ 150.00
Tommie and Dorothy Walker 2023 W. 110th Place Chicago, Illinois 60643	8-13-82 2023 W. 110th Place	520.00

and

Be It Ordered, That the Commissioner of Water is authorized and directed to decrease the amount due by the amount set opposite the name of the claimant upon payment of the unpaid balance; same being abatement of water rates on account of underground leaks and to charge same to Account No. 200.8220.935.

Name and Address	*Location*	*Amount*
Sal Cangelosi 2506 N. Sayre Chicago, Illinois 60635	516 N. Noble	$ 76.24
Stephen Chan 4850 W. Foster Chicago, Illinos 60630	5319 N. Glenwood	97.64
Leonard A. Scally 6607 S. Vernon Avenue Chicago, Illinois 60637	6607 S. Vernon Avenue	67.98
Wardale Greer 1129 N. Christiana Chicago, Illinois 60651	3855 W. Washington	280.69

Ashley Nazere 529 N. Kedzie Chicago, Illinois 60612	529 N. Kedzie Avenue	$ 300.00
Katherine Talimonchuk 6032 N. Ottawa Avenue Chicago, Illinois 60631	2525 N. Southport Avenue	226.10
Alfred Cain 4409 W. Washington Avenue Chicago, Illinois 60624	4409 W. Washington Avenue	224.01
Alvin Mattiuzzo 11318 S. Champlain Avenue Chicago, Illinois 60628	11366 S. Champlain Avenue	64.67
James Hampton 6362 S. Ellis Avenue Chicago, Illinois 60637	6362 S. Ellis Avenue	154.05
Rev. J. N. Wordlaw 3827 W. Van Buren Street Chicago, Illinois 60624	3827 W. Van Buren Street	99.54
Sudie Mae Swopes 6338 S. Kenwood Avenue Chicago, Illinois 60637	6338 S. Kenwood Avenue	121.93
Tony Scolaro 2536 S. Lowe Avenue Chicago, Illinois 60616	2536 S. Lowe Avenue	199.69
Charles J. Crump 958 N. Lawndale Avenue Chicago, Illinois 60651	958 N. Lawndale Avenue	168.21
Acorn Cushion Spring Co., Inc. 325 W. 32nd Street Chicago, Illinois 60616	3201-03 S. Shields Avenue	255.02
S and D Westbrooks, Jr. 5219 W. Race Avenue Chicago, Illinois 60644	5219 W. Race Avenue	72.17
Howard Toliver, Jr. 536 N. Springfield Avenue Chicago, Illinois 60624	536 N. Springfield Avenue	20.84
Frederick J. Rice 8732 S. Bennett Avenue Chicago, Illinois 60617	1502 S. Avers Avenue	300.00
Chester Plummer 1012 E. 41st Place Chicago, Illinois 60653	1016 E. 41st Place	300.00
James Pastore 2707 N. Washtenaw Avenue Chicago, Illinois 60647	1857 N. Mozart Street	95.23
Josephine Olmos 10803 S. Calhoun Avenue Chicago, Illinois 60617	2729 E. 93rd Street	240.83

Walter Nasby 2354 W. Moffatt Street Chicago, Illinois 60647	2354 W. Moffatt Street	$ 300.00
Joseph Mroczck 5233 W. Montrose Avenue Chicago, Illinois 60641	5233 W. Montrose Avenue	50.27
Patricia G. Miles 14620 S. Lexington Harvey, Illinois 60426	6940-6942 S. Oglesby Avenue	300.00
Jim McLaughlin P.O. Box 364 Palos Heights, Illinois 60463	5135 S. Wolcott Avenue	134.26
Christ Kriticos 5454 N. Francisco Avenue Chicago, Illinois 60625	2218-20 W. Granville Avenue	181.37
K.C.I. Industries, 461 N. Milwaukee Avenue Chicago, Illinois 60610	465 N. Milwaukee Avenue	300.00
K & B Venture 3476 S. Archer Avenue Chicago, Illinois 60610	3918-20 W. Augusta Boulevard	300.00
Mitchell Johnson 6429 S. St. Lawrence Avenue Chicago, Illinois 60637	6429 S. St. Lawrence Avenue	115.27
Evelia Villafuerte 3614-3616 W. 26th Street Chicago, Illinois 60623	3614 W. 26th Street	222.88
Victor Perez 1014 W. 19th Street Chicago, Illinois 60623	2654 W. 21st Place	300.00
Mr. O.C. Hoskins 11248 S. Wentworth Avenue Chicago, Illinois 60643	11248 S. Wentworth Avenue	236.08
Jose Mario Flores 8210 S. Coles Avenue Chicago, Illinois 60617	8212 S. Coles Avenue	47.81
Uliscious Jones 4114-4116 W. West End Avenue Chicago, Illinois 60624	4114-4116 W. West End Avenue	300.00
Earl Jackson 1877 S. Kedzie Avenue Chicago, Illinois 60623	1901 S. Kedzie Avenue	300.00
Mrs. Robert E. Hickey 3933 N. Ravenswood Avenue Chicago, Illinois 60613	3933 N. Ravenswood Avenue	20.00
Riley H. Harston 2226 W. Monroe Street Chicago, Illinois 60612	2226 W. Monroe Street	219.92

Evelyn Fender 2802 W. Chicago Avenue Chicago, Illinois 60622	2802-2804 W. Chicago Avenue	$ 160.87
Christian Vistisen 636 W. Fullerton Parkway Chicago, Illinois 60614	5823 W. Fullerton Avenue	84.53
Henry J. Smith 5053 N. Neva Avenue Chicago, Illinois 60656	856 N. Hermitage Avenue	44.52
Stella G. Jarembowski 1232 N. Noble Street Chicago, Illinois 60622	1232 N. Noble Street	17.95
Samuel Cozzo 1208 W. Race Street Chicago, Illinois 60622	612 N. May Street	143.35
Patricia L. Welch 2020 W. Shakespeare Avenue Chicago, Illinois 60647	2020 W. Shakespeare Avenue	79.39
Jose G. Torres P.O. Box 5790 Chicago, Illinois 60680	2227 S. Oakley Avenue	168.09
Michael T. Stout 6211 W. Berteau Chicago, Illinois 60634	2230 N. Southport Avenue	300.00
Gene E. Manard 1722 W. Wabansia Avenue Chicago, Illinois 60622	1722 W. Wabansia Avenue	32.68
Ruby Brooks 30 W. Brayton Street Chicago, Illinois 60628	2851 W. Fulton Street	277.21
Rev. B. F. Paxton 5227-5229 S. Michigan Avenue Chicago, Illinois 60615	5227-29 S. Michigan Avenue	106.16
Mt. Carmel Church 740 E. 42nd Street Chicago, Illinois 60653	722 E. 42nd Street	77.03
Dora Martin 20 E. 103rd Street Chicago, Illinois 60628	654 E. 65th Street	186.18
William J. Hendricks 5943 N. Talman Avenue Chicago, Illinois 60659	2057 N. Kostner Avenue	139.33
Doug Lindborg 2321 N. Kimball Avenue Chicago, Illinois 60647 and	2321 N. Kimball Avenue	300.00

Be It Further Ordered, That the Commissioner of Water is authorized to pay to the following-named claimants the respective amounts set opposite their names, said amount to be in full and final settlement of each claim on the date and location of type of claim; with said amount to be charged to the activity and account specified as follows:

Refunds of Water Leaks.

Department of Water: Account No. 200.8220.935

Name and Address	*Location*	*Amount*
Malcom Martin 4314-4316 W. Maypole Avenue Chicago, Illinois 60624	4314-16 W. Maypole Avenue	$ 113.47
Sophia C. Neophitos P.O. Box A 3140 Chicago, Illinois 60690	2814-16 N. Wolcott Avenue	150.15
Henry Gordon 5822 N. Spaulding Avenue Chicago, Illinois 60645	5822 N. Spaulding Avenue	124.65
Leon Cieslik 5136 S. Whipple Street Chicago, Illinois 60609	4836 S. Wood Street	107.37
Walter D. Buford 3054 E. 79th Street Chicago, Illinois 60649	3054 E. 79th Street	280.14
Alfons Breithaupt 4326 N. McVicker Avenue Chicago, Illinois 60638	2629 N. Lakewood Avenue	68.94
Margie K. Cohen 107 S. Avenue Glencoe, Illinois 60022	439 W. Wisconsin Avenue	220.20
Willie Lawrence, Sr. 8020 S. Marquette Avenue Chicago, Illinois 60617	8020 S. Marquette Avenue	33.61
Cesar O. Rivera 4050 W. Division Street Chicago, Illinois 60651	4050 W. Division Street	205.96
Jean Wysoczan 2448 W. Iowa Street Chicago, Illinois 60622	2448 W. Iowa Street	55.72
Jacob Lobodzinski 2019 W. Thomas Street Chicago, Illinois 60622	2019 W. Thomas Street	23.23
Michael LaColamita 2101 W. Ohio Street Chicago, Illinois 60612	2103 W. Ohio Street	23.74
Jerome F. Baldwin 6727 W. Archer Avenue Chicago, Illinois 60638	6725 S. Archer Avenue	68.37

Do Not Pass--SUNDRY CLAIMS FOR PAYMENT OF DAMAGE TO VEHICLES, ETC.

The Committee on Finance submitted the following report:

CHICAGO, January 17, 1983.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred September 15, 1982, and subsequently, sundry claims as follows:

Compensation for Damage to Vehicles:

Sept. 15, 1982	Allstate Insurance Company and Chrischon Hughs
Sept. 15, 1982	Unigard Insurance Group and Richard G. Serpe
Sept. 15, 1982	Metropolitan Insurance Company and P. Verbena
Dec. 23, 1982	Allstate Insurance Company and Charles Holtan

having had the same under advisement begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

These recommendations were concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--44.

Nays--None.

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING THE EXECUTION OF NEW AIRPORT USE AND RELATED AGREEMENTS NECESSARY FOR THE OPERATION AND DEVELOPMENT OF CHICAGO-O'HARE INTERNATIONAL AIRPORT WITH UNITED AIRLINES, INC., AMERICAN AIRLINES, INC., TRANS WORLD AIRLINES, INC., NORTHWEST ORIENT AIRLINES, INC., DELTA AIR LINES, INC. U.S. AIR, INC.

The Committee on Finance submitted the following report which was on motion of Alderman Frost and Alderman Oberman *Deferred* and ordered published:

CHICAGO, January 7, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a proposed Ordinance dated December 23, 1982, from the Office of the Mayor authorizing the Execution of new airport use and related agreements necessary for the operation and development of Chicago-O'Hare International Airport having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

Whereas, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000, and is a home rule unit under Section 6(a), Article VII of the Constitution; and

Whereas, The City owns and operates an airport known as Chicago-O'Hare International Airport (the "Airport"), and in connection therewith is a party to various airport use agreements (the "1959 Use Agreements") and leases of terminal facilities (the "1959 Terminal Leases"), all dated as of January 1, 1959, with each of United Airlines, Inc., American Airlines, Inc., Trans World Airlines, Inc., Northwest Orient Airlines, Inc., Delta Air lines, Inc., and U.S. Air, Inc.; and

Whereas, The City is in the process of planning and designing a major redevelopment of the Airport; and

Whereas, As part of such redevelopment the City wishes to enter into an Airport Use Agreement and Terminal Facilities Lease (the "New Airport Use Agreement") between each of the airlines named above (referred to herein singularly as "Airline Party" and collectively as "Airline Parties"), to supersede and replace each such Airline Party's 1959 Use Agreement and 1959 Terminal Lease (and in the case of Delta Air lines, Inc., to supersede and replace the Airport Use Agreement executed by the City and Delta Air Lines, Inc., and dated as of December 9, 1982) and to provide among other things, for the financing of the facilities and improvements included in the redevelopment of the Airport, and for the establishment of the respective rates and charges of each Airline Party for, and the obligations of the City regarding, the use and operation of the Airport; and

Whereas, The City, as a home rule unit and pursuant to the Constitution, is authorized and empowered to issue its revenue bonds to finance the cost of the acquisition, construction and installation of improvements to the Airport; now, therefore,

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

Authorization of the Redevelopment

Section 1. The redevelopment of the Airport, as described in the New Airport Use Agreement and the exhibits thereto, including in particular the Airport Development Plan attached thereto as Exhibit B, is hereby authorized. It is hereby found and declared that the financing of the redevelopment, and the use of the improvements included therein, constitutes a public purpose within the meaning of the Constitution.

Execution of Documents; Creation of Funds.

Section 2. The New Airport Use Agreements attached hereto between the City and each of the Airline Parties are hereby authorized and approved. The Mayor is hereby authorized to execute a New Airport Use Agreement and an Escrow Agreement in the form attached thereto as Exhibit H, and to deliver the same, in accordance with the Escrow Agreement, to each Airline Party for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City. Each New Airport Use Agreement and Escrow Agreement may contain such non-substantive changes as shall be approved by the Mayor, and her execution thereof shall constitute conclusive evidence of the City Council's approval of any and all such changes or revisions.

Section 3. From and after the execution and delivery of the New Airport Use Agreement, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the New Airport Use Agreement as executed, including without limitation the creation of the funds described in the New Airport Use Agreement.

Performance Provisions

Section 4. The Mayor and the City Clerk for and on behalf of the City are hereby authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance, and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and the City Clerk are hereby further authorized and directed for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance or to evidence said authority, to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the City under the New Airport Use Agreement, and to discharge all of the obligations of the City hereunder and thereunder.

Severability

Section 5. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not effect any of the remaining provisions hereof.

Captions

Section 6. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

Provisions in Conflict Repealed

Section 7. All ordinances, resolutions, and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed. This Ordinance shall be made available to the public by the City Clerk, City Hall , Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

Effective Immediately

Section 8. This Ordinance shall be in full force and effect from and after its adoption.

[Airport Use Agreement and Exhibits are printed on pages 14932 through 15503 of this Journal.]

CHICAGO - O'HARE INTERNATIONAL AIRPORT

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AIRPORT USE AGREEMENT AND

TERMINAL FACILITIES LEASE

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AIRPORT USE AGREEMENT AND
TERMINAL FACILITIES LEASE

THIS AGREEMENT, made and entered into this ____ day of _____, 1983, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and _____, a corporation organized and existing under the laws of the State of _____ ("Airline"),

W I T N E S S E T H :

WHEREAS, City owns and operates the Airport (as hereinafter defined) and has the power to grant rights and privileges with respect thereto; and

WHEREAS, City and Airline have agreed upon the Airport Development Plan (as hereinafter defined) and desire to set forth their agreement regarding the financing and construction of the facilities and improvements included in the Airport Development Plan and their respective rights and obligations regarding the use and operation of the Airport;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 - Definitions

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

(1) "Additional Footage" means, at any time, for each Airline Party, that number of square feet of premises equal to the number of square feet of such Airline Party's Exclusive Use Premises at such time minus the number of square feet of such Airline Party's Existing Footage at such time. Except as otherwise expressly provided in Sections 5.05 and 9.11, all references to an Airline Party's "Additional Footage,"

"Existing Footage" or "Exclusive Use Premises" shall be references to premises with respect to which such Airline Party's Date of Beneficial Occupancy has occurred.

(2) "Agreement" means this Airport Use Agreement and Terminal Facilities Lease, as hereafter amended or supplemented from time to time in accordance with its terms.

(3) "Air Transportation Business" means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail, by aircraft, in commerce, as defined in the Federal Aviation Act of 1958, as amended.

(4) "Aircraft Operator" means the owner, lessee or operator of an aircraft whether the aircraft so owned, leased or chartered is used for private, military, pleasure or governmental operations, or for airline or non-airline operations, or for scheduled or non-scheduled operations. "Aircraft Operator" shall not mean the pilot of an aircraft unless such pilot is also the owner or lessee thereof or a person to whom such aircraft is chartered.

(5) "Aircraft Parking Areas" means that part of the Airport defined as such in the definition of "Airfield Area."

(6) "Airfield Area" means the land identified as Airfield Area on Exhibit D attached hereto, and, except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including the following:

(a) "Aircraft Parking Areas" - those areas adjacent to the Terminal Structures, the International Terminal Structures, and the general aviation building designated for the exclusive and non-exclusive parking, loading and unloading of aircraft;

(b) "Runways" - runways at the Airport for the landing and taking-off of aircraft;

(c) "Taxiways" - taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the Runways, Aircraft Parking Areas, and other portions of the Airport; and

(d) "Facilities incidental to the Runways, Aircraft Parking Areas, and Taxiways" - facilities for the purpose of controlling and assisting arrivals, departures and operations of aircraft using the Airport, such as control towers operated and maintained by the FAA, signals, beacons, wind indicators, flood lights, landing lights, boundary lights, construction lights, radio and electronic aids or other aids to operations, navigation or ground control of aircraft whether or not of a type herein mentioned and even though located away from the rest of the Airfield Area.

At such time as the portion of the Airfield Area designated for use in the future as an international terminal facility is used for such purpose, such portion shall be included in the International Terminal Area and excluded from the Airfield Area. Debt Service allocated to the Airfield Area shall also include the Debt Service on Capital Projects, or allocable portions thereof, which are not located on the land identified as Airfield Area on Exhibit D but which are nevertheless allocated to the Airfield Area in the Airport Development Plan.

(7) "Airline-Funded Cost" means, for each Capital Project described in the Airport Development Plan, the amount set forth opposite such Capital Project in the Airport Development Plan, as such amount may be adjusted pursuant to Article IX.

(8) "Airline Party" means, at any time, Airline and each other person actively engaged in the Air Transportation Business at the Airport who then has an Airport Use Agreement in effect with City.

(9) "Airline's Aircraft Parking Area" means, at any time, the Aircraft Parking Areas designated in Section 4.04(a) hereof for Airline's exclusive use at such time.

(10) "Airlines' Representative" means the person so designated by a Majority-in-Interest by written notice to the Commissioner. Any such designation of the Airlines' Representative shall remain in effect until revoked or modified by a Majority-in-Interest by written notice to the Commissioner.

(11) "Airport" means Chicago-O'Hare International Airport as shown on Exhibit A attached hereto, together with any additions thereto, or improvements or enlargements thereof, hereafter made, but any land, rights-of-way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

(12) "Airport Development Fund" means the Airport Development Fund created under Section 7.10 and described in Article X.

(13) "Airport Development Plan" means the plan attached hereto as Exhibit B, showing certain Capital Projects to be constructed at the Airport.

(14) "Airport Fees and Charges" means, for any Fiscal Year, all rentals, charges and fees payable by all Airline Parties for such Fiscal Year, after adjustment pursuant to the Final Audit for such Fiscal Year, (a) pursuant to an Airport Use Agreement, and, if appropriate, (b) pursuant to a Special Facility Financing Arrangement to the extent rentals, charges and fees paid pursuant thereto are for the purpose of paying Special Facility Revenue Bond and Other Debt Service.

(15) "Airport Fund" means the Airport Fund created under Section 7.10.

(16) "Airport Use Agreement" means (a) this Agreement, (b) each other airport use agreement and terminal facilities lease, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the same expiration date as this Agreement, and (c) in the case of an all-cargo carrier, its airport use agreement, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the same expiration date as this Agreement, together with a cargo facilities lease of no shorter duration than such airport use agreement; in each case as amended or supplemented from time to time.

(17) "Approved Maximum Landing Weight" means, for any aircraft operated by Airline, the maximum landing weight of such aircraft as set forth in Airline's FAA-approved operating manual.

(18) "Capital Expenditure" means an expenditure for the acquisition, construction or equipping of a Capital Project, together with related design, architectural and engineering fees and costs.

(19) "Capital Project" means a capital improvement at the Airport, or the acquisition of land beyond the then-current boundaries of the Airport for use as a part of the Airport.

(20) "Commissioner" means the Commissioner of the Department of Aviation of City, or any successor to the duties of such official.

(21) "Concession Revenues" means, for any Fiscal Year, rentals, charges and fees of any kind or nature payable to City during such Fiscal Year from tenants, licensees, permittees, or other operators at the Airport, for the right to use premises at the Airport to sell or lease merchandise, services or other intangibles, including, but not limited to, restaurants, bars, car rental agencies, news stands, gift shops, specialty shops, advertising displays, insurance sales facilities, public telephones, facilities for the furnishing of ground transportation services, hotels and parking areas; provided, however, that Concession Revenues shall not include (a) any such rentals, charges or fees derived from the Land Support Area or the International Terminal Area, (b) Airport Fees and Charges, (c) terminal rentals or landing fees of non-Airline Parties, (d) fees and charges under fueling facility agreements, or (e) the proceeds of any tax levied at the Airport.

(22) "Construction Fund" means the Construction Fund created under Article IV of the General Airport Revenue Bond Ordinance.

(23) "Cost-Revenue Centers" (sometimes abbreviated as "CRCs") means those areas of the Airport grouped together for the purposes of accounting for Revenues, O&M Expenses and Debt Service, and for calculating Airport Fees and Charges. The CRCs named in this Agreement, taken together, comprise the entire Airport, and are the Terminal Area, the Airfield Area, the International Terminal Area, the Terminal Support Area, and the Land Support Area.

(24) "Date of Beneficial Occupancy" means, with respect to Airline's Exclusive Use Premises, the earlier of (a) the date on which such premises are certified by City to be usable by Airline for the conduct of its Air Transportation Business, pursuant to written notice given by City to Airline; provided, however, that (i) if the construction of such premises is to be completed after the Effective Date, such premises

shall not be certified to be so usable until construction of such premises is substantially complete, and until Airline has had reasonably sufficient time to render such premises usable for the conduct of its Air Transportation Business, (ii) if such premises are already constructed and occupied by another person prior to occupancy by Airline, such premises shall not be certified to be so usable until vacated by such other person occupying such premises (including any Airline Party whose Phase I or Phase II Exclusive Use Premises include such premises) and until Airline has had reasonably sufficient time to render such premises usable for the conduct of its Air Transportation Business, and (iii) failure by Airline to complete tenant improvements in a timely manner shall not be the basis for City determining that such premises are not usable for an Air Transportation Business, and (b) the date on which Airline first occupies such premises and conducts its Air Transportation Business therein pursuant to Section 4.03(b).

(25) "Debt Service" means, for any Fiscal Year, the aggregate of (a) General Airport Revenue Bond Debt Service payable for such Fiscal Year, (b) Special Facility Revenue Bond and Other Debt Service payable for such Fiscal Year, and (c) at any time when the General Airport Revenue Bond Ordinance is not in effect, principal payments, interest payments, fund deposit requirements (other than construction fund deposits requirements) and amounts payable as a result of debt service coverage requirements on obligations issued by City pursuant to Article VIII other than Special Facility Revenue Bonds.

(26) "Debt Service Fund" means the Debt Service Fund created under Section 501 of the General Airport Revenue Bond Ordinance.

(27) "Debt Service Reserve Fund" means the Debt Service Reserve Fund created under Section 501 of the General Airport Revenue Bond Ordinance.

(28) "Effective Date" means the Effective Date as described in Section 2.01.

(29) "Emergency Reserve Fund" means the Emergency Reserve Fund created under Section 7.10 and described in Article XI.

(30) "Enplaned Passengers" means all originating and on-line transfer and off-line transfer revenue passengers.

(31) "Escrow Agreement" means, with respect to Airline, the Escrow Agreement, if any, by and between City and Airline in the form attached hereto as Exhibit H, and, with respect to each other Airline Party, a substantially similar

Escrow Agreement, if any, by and between City and such Airline Party.

(32) "Event of Default" means, with respect to each Airline Party, an Event of Default, as defined in Article XXIV, with respect to such Airline Party.

(33) "Exclusive Use Premises" means, at any time, for each Airline Party, those areas and facilities in the Terminal Area which, pursuant to Article IV of such Airline Party's Airport Use Agreement, are then leased to such Airline Party for its exclusive occupancy and use.

(34) "Existing Footage" means, at any time, for each Airline Party, the number of square feet of premises identified as Existing Footage in Article IV of such Airline Party's Airport Use Agreement, increased by such number of square feet of premises, if any, as may be added to such Airline Party's Exclusive Use Premises, from time to time, pursuant to Section 8.01(b).

(35) "Federal Aviation Administration" (sometimes abbreviated as "FAA") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

(36) "Federal Inspection Service Facility" means facilities provided for the United States Customs Service, the United States Immigration and Naturalization Service, the United States Department of Health and Human Services, and the United States Department of Agriculture, and any successor departments or services thereto, for the processing of arriving international passengers.

(37) "Federal Inspection Service Fees" means fees paid to City for the use of a Federal Inspection Service Facility.

(38) "Fee Landing" means any landing at the Airport of an aircraft except (a) an aircraft which takes off from the Airport and, without making a stop at any other airport, returns to and lands at the Airport because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason, or (b) an aircraft which is owned by and used exclusively in the service of the United States of America or the government of any state, territory or possession thereof or therein.

(39) "Final Audit" means the annual audit report described in Section 7.07.

(40) "Fiscal Year" means January 1 through December 31 of any year or such other fiscal year as City may adopt for the Airport.

(41) "Funding Contingency Reserve" means each reserve calculated pursuant to Section 9.07 for a Priority I Capital Project or component thereof.

(42) "General Airport Revenue Bond Debt Service" means, for any Fiscal Year, all amounts of any nature whatsoever payable for such Fiscal Year, under the General Airport Revenue Bond Ordinance, into the Debt Service Fund, the Debt Service Reserve Fund, and the Junior Lien Obligation Debt Service Fund, and any other payment required pursuant to the debt service coverage requirements of Section 704 of the General Airport Revenue Bond Ordinance, reduced by an amount equal to any interest payable on General Airport Revenue Bonds during such Fiscal Year from General Airport Revenue Bond proceeds and investment income thereon held by or for the account of City.

(43) "General Airport Revenue Bond Ordinance" means the 1983 Chicago-O'Hare International Airport General Airport Revenue Bond Ordinance, attached hereto as Exhibit I, as adopted by the City Council of City and as hereafter amended or supplemented from time to time in accordance with its terms and as necessary to authorize the issuance of General Airport Revenue Bonds pursuant to Articles VIII and IX. A chart showing the order of priority of the allocation of Revenues under the General Airport Revenue Bond Ordinance is attached hereto as Exhibit O.

(44) "General Airport Revenue Bonds" means bonds of City authenticated and delivered pursuant to the General Airport Revenue Bond Ordinance.

(45) "Government Grants-in-Aid" means those moneys granted to City by the United States of America or any agency thereof, or the State of Illinois, or any political subdivision or agency thereof, to pay for all or a portion of the cost of Capital Projects; provided, however, that Government Grants-in-Aid shall not include any payments made for services rendered at the Airport.

(46) "Ground Transportation System" means the system operated by City, either directly or through an independent contractor, and employed in the conveyance of passengers and employees solely within the boundaries of the Airport, including all vehicles, equipment, stations, maintenance areas, and rights-of-way of such system.

(47) "Independent Accountant" means a certified public accountant selected by City, and approved by Majority-in-Interest, licensed to practice in the State of Illinois, and who (a) in the case of an individual, shall not be a director, officer or employee of either City or any Airline Party, (b) shall be satisfactory to the Trustee, if any, and (c) may be the accountant that regularly audits the books of City or the Airport.

(48) "Independent Airport Consultant" means a consultant selected by City, after reasonable notice given to the Airlines' Representative, with expertise in the administration, financing, planning, maintenance and operations of airports and facilities thereof, and who, in the case of an individual, shall not be a director, officer or employee of either City or any Airline Party.

(49) "Independent Architect or Engineer" means an architect or engineer selected by City, after reasonable notice given to the Airlines' Representative, authorized to practice in the State of Illinois, and who, in the case of an individual, shall not be a director, officer or employee of either City or any Airline Party.

(50) "International Terminal Area" means the land identified as International Terminal Area on Exhibit E attached hereto, and, except as otherwise provided herein, all structures and improvements now or hereafter located thereon, including the following:

(a) "International Terminal Structures" - international passenger terminal buildings, including concourses, hold areas and all connecting structures, Federal Inspection Service Facilities, passenger walkways and tunnels; excluding, however, such portions thereof as may be set aside to accommodate the Ground Transportation System;

(b) "FIS Relocation Facility" - that facility used as a Federal Inspection Service Facility as provided in the Airport Development Plan; and

(c) "Heating and Refrigeration Plant" - such portion of the heating and refrigeration plant at the Airport as is designated as part of the International Terminal Area

in the Airport Development Plan, and all ducts, pipes and other utility connections with International Terminal Structures.

Any International Terminal Structure or FIS Relocation Facility shall be part of the International Terminal Area only so long as such structure or facility is used as an international terminal facility. Debt Service allocated to the International Terminal Area shall also include the Debt Service on Capital Projects, or allocable portions thereof, which are not located on the land identified as International Terminal Area on Exhibit E but which are nevertheless allocated to the International Terminal Area in the Airport Development Plan, and shall exclude the Debt Service on those Capital Projects, or allocable portions thereof, which are located on such land but which are allocated to the Terminal Area in the Airport Development Plan.

(51) "Investment Income" means any interest accruing on, and any profit realized from the investment of, moneys in the Debt Service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund, and any debt service reserve fund established under any ordinance or resolution authorizing the issuance of Junior Lien Obligations, or, at any time when the General Airport Revenue Bond Ordinance is not in effect, in similar funds created pursuant to any ordinance or resolution authorizing the issuance of obligations issued by City pursuant to Article VIII other than Special Facility Revenue Bonds.

(52) "Junior Lien Obligations" means any bonds, notes or evidences of indebtedness issued by City pursuant to Article VIII, other than General Airport Revenue Bonds or Special Facility Revenue Bonds, including obligations issued by City as permitted by Section 705 of the General Airport Revenue Bond Ordinance.

(53) "Junior Lien Obligation Debt Service Fund" means the Junior Lien Obligation Debt Service Fund created under Section 501 of the General Airport Revenue Bond Ordinance.

(54) "Land Support Area" means the land and air rights identified as Land Support Area on Exhibit G attached hereto, and, except as otherwise provided herein, all structures, improvements, facilities, roads and utilities now or hereafter located thereon.

(55) "Landing Fee Rate" means the Landing Fee Rate established pursuant to Article V.

(56) "Landing Fees" means, with respect to each Airline Party, the Landing Fees calculated pursuant to Article V of such Airline Party's Airport Use Agreement.

(57) "Maintenance Reserve Fund" means the Maintenance Reserve Fund created under Section 7.10.

(58) "Majority-in-Interest" means, during any Fiscal Year, either (a) any five or more Airline Parties which, in the aggregate, paid sixty percent (60%) or more of Airport Fees and Charges paid by all Airline Parties for the preceding Fiscal Year, or (b) any numerical majority of Airline Parties which, in the aggregate, paid fifty percent (50%) or more of Airport Fees and Charges paid by all Airline Parties for the preceding Fiscal Year. Solely for the purpose of determining a Majority-in-Interest, no airline shall be deemed to be an Airline Party so long as an Event of Default with respect to such Airline Party has occurred and is continuing, and City has given written notice of such Event of Default to such Airline Party. Whenever the approval of or an action by a Majority-in-Interest is required hereunder, it shall be evidenced in writing by the Airlines' Representative.

(59) "1959 Airport Use Agreement" means the airport use agreement, if any, with respect to the Airport entered into between City and Airline, dated as of January 1, 1959.

(60) "1959 Bond Ordinance" means the ordinance entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds Series of 1959 for the purpose of improving and extending said Airport and providing for payment of principal and interest on said bonds," adopted by the City Council of City on December 29, 1958, as supplemented by ordinances adopted by the City Council of City on February 16, 1959, February 1, 1961, July 13, 1962, July 21, 1967, June 26, 1968, March 25, 1970, and August 30, 1972, authorizing, securing, and confirming the sale to the respective purchasers thereof of the 1959 Bonds.

(61) "1959 Bonds" means, collectively, the revenue bonds of City, outstanding as of any date of determination, described as follows:

(a) Chicago-O'Hare International Airport Revenue Bonds, Series of 1959, dated January 1, 1959, issued pursuant to Section 2.02 of the 1959 Bond Ordinance in the original aggregate principal amount of $120,000,000;

(b) Chicago-O'Hare International Airport Revenue Bonds, Series A of 1961, dated January 1, 1961, issued pursuant to Section 2.15 of the 1959 Bond Ordinance in the original aggregate principal amount of $25,000,000;

(c) Chicago-O'Hare International Airport Revenue Bonds, Series B of 1961, dated January 1, 1961, issued pursuant to Section 2.15 of the 1959 Bond Ordinance in the original aggregate principal amount of $4,000,000;

(d) Chicago-O'Hare International Airport Revenue Bonds, Series of 1967, dated July 1, 1967, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of $5,000,000;

(e) Chicago-O'Hare International Airport Revenue Bonds, Series of 1968, dated July 1, 1968, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of $18,000,000;

(f) Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, dated March 1, 1970, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of $52,000,000; and

(g) Chicago-O'Hare Internationl Airport Revenue Bonds, Series of March, 1970, Dated March 1, 1970, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of $8,000,000.

(62) "1959 Terminal Lease Agreement" means the lease, if any, of terminal facilities at the Airport entered into between City and Airline dated as of January 1, 1959, as amended and supplemented from time to time.

(63) "Non-Use Agreement Revenues" means, for any Fiscal Year, all Revenues except (a) Terminal Area Use Charges, (b) Landing Fees, (c) City deposits into the Airport Fund or City transfers to the Trustee for deposit into the Revenue Fund, in either case, for subsequent deposit into the Airport Development Fund pursuant to Section 13.03, and (d) Investment Income.

(64) "Operation and Maintenance Expenses" (sometimes abbreviated as "O&M Expenses") means, for any Fiscal Year, the costs incurred by City in operating and maintaining the Airport during such Fiscal Year, either directly or indirectly by allocation to the Airport by City in accordance with the practices and procedures of City historically used under the 1959 Airport Use Agreement and remaining in effect as of the Effective Date, including, without limitation:

(a) the following costs and expenses incurred by City for employees of City employed at the Airport, or doing work involving the Airport: direct salaries and wages (including overtime pay), together with payments or costs incurred for associated payroll expense, such as union contributions, cash payments to pension funds, retirement funds or unemployment compensation funds, life, health, accident and unemployment insurance premiums, deposits for self-insurance, vacations and holiday pay, and other fringe benefits;

(b) costs of materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;

(c) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principles, are not capitalized;

(d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by City or purchased by City and furnished by independent contractors at or for the Airport;

(e) costs of rentals of equipment or other personal property;

(f) costs of rentals of real property under leases approved by a Majority-in-Interest;

(g) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile, and all other insurance covering the Airport or its operations;

(h) Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, and indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv), unpaid by any Airline Party when due and reasonably deemed by City to be uncollectible after collection efforts have been undertaken by City in accordance with Section 16.03, but only to the extent such

rentals, charges and fees have not been paid out of funds available therefor in the Emergency Reserve Fund pursuant to Section 11.03(b), or in the Airport Development Fund pursuant to Section 10.04(c);

(i) costs incurred in collecting and attempting to collect any sums due City in connection with the operation of the Airport;

(j) costs of advertising at or for the Airport;

(k) except to the extent capitalized, compensation paid or credited to persons or firms appointed or engaged, from time to time, by City to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing or other professional services in connection with the operation, expansion, alteration, reconstruction, betterment or other improvement of the Airport or any of its structures or facilities;

(l) required deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund;

(m) trustees' fees, paying agents' fees, and all other fees and expenses incurred in order to comply with the provisions of any ordinance or resolution authorizing obligations issued pursuant to Article VIII;

(n) the liabilities and costs described in Section 19.01(a)(i); and

(o) all other direct and indirect expenses, whether similar or dissimilar, which arise out of City's operation of the Airport, and which, under generally accepted accounting principles, are properly chargeable as expenses to the Airport, including any taxes payable by City which may be lawfully imposed upon the Airport by entities other than City.

(65) "Operation and Maintenance Fund" means the Operation and Maintenance Fund created under Section 7.10.

(66) "Operation and Maintenance Reserve Fund" means the Operation and Maintenance Reserve Fund created under Section 7.10.

(67) "Phase I Exclusive Use Premises," "Phase II Exclusive Use Premises," and "Phase III Exclusive Use Premises," as the case may be, means those premises in the Terminal Area described as such in Article IV hereof.

(68) "Priority I Capital Project" means a Capital Project designated as a Priority I Capital Project in the Airport Development Plan.

(69) "Priority II Capital Project" means a Capital Project designated as a Priority II Capital Project in the Airport Development Plan.

(70) "Public Use Premises" means, at any time, those areas and facilities which, at such time, are part of the Terminal Area and are not any Airline Party's Exclusive Use Premises, and which consist of, among other things, common areas for passenger movement, Terminal Area Concession Areas, basement areas, City offices and operations areas, public restrooms, public waiting areas, entrances, exits, chases, building support areas not open to the general public (such as mechanical and electrical areas, janitor closets, and heating and refrigeration facilities), and premises which are designed for exclusive use but are not then leased to any Airline Party for its exclusive use and occupancy. Public Use Premises shall be either Type A Public Use Premises or Type B Public Use Premises.

(71) "Qualified Investments" means:

(a) any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America;

(b) deposits in interest-bearing time deposits or certificates of deposit or similar arrangements issued by any bank or national banking association, which deposits, to the extent not insured by the Federal Deposit Insurance Corporation, shall be secured by obligations referred to in subsection (a) above or (d) or (e) below having a current market value (exclusive of accrued interest) at least equal to one hundred ten percent (110%) of the amount of such deposits, marked to market monthly, and which

obligations referred to in subsection (a) above or (d) or (e) below shall have been deposited in trust by such bank or national banking association with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of City and the Trustee, with another bank, trust company or national banking association for the benefit of City and the appropriate fund or account as collateral security for such deposits;

(c) direct and general obligations of any state of the United States of America or any political subdivision of the State of Illinois which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, Inc., or their successors;

(d) obligations issued by any of the following agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks System, Federal Land Banks, Export-Import Bank, Tennessee Valley Authority, Government National Mortgage Association, Farmers Home Administration, United States Postal Service, the Federal National Mortgage Association to the extent that such obligations are guaranteed by the Government National Mortgage Association, any agency or instrumentality of the United States of America and any corporation controlled and supervised by, and acting as an agency or instrumentality of, the United States of America;

(e) repurchase agreements extending not beyond thirty (30) calendar days with banks which are members of the Federal Reserve System or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York that are secured by obligations referred to in subsection (a) above having a current market value equal to at least one hundred three percent (103%) of the amount of the repurchase agreement, marked to market weekly, and which obligations have been deposited in trust by such banks or dealers with the trust department of the Trustee or with a Federal Reserve Bank or branch, or with the written approval of City and the Trustee, with another bank, trust company or national banking association for benefit of City and the appropriate fund or account as collateral security for such repurchase agreements; and

(f) public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America.

(72) "Revenue Fund" means the Revenue Fund created under Section 501 of the General Airport Revenue Bond Ordinance.

(73) "Revenues" means, for any Fiscal Year, all amounts received or receivable directly or indirectly by City, for such Fiscal Year, for the use and operation of, or with respect to, the Airport (excluding the Land Support Area), including, without limitation: all amounts transferred into the Airport Fund or the Special Capital Projects Fund pursuant to Section 23.01; all Airport Fees and Charges (excluding payments described in subsection (a) below); all other rentals, charges and fees for the use of the Airport (including all rentals and flight fees payable by non-Airline Parties) or for any service rendered by City in the operation thereof; Concession Revenues and concession revenues derived from the International Terminal Area; interest payments to City made pursuant to Section 7.08; interest accruing on, and any profit realized from the investment of, moneys in the Revenue Fund, the Debt Service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund, the Maintenance Reserve Fund, the Operation and Maintenance Fund, the Special Capital Projects Fund, the Operation and Maintenance Reserve Fund, and any debt service reserve fund established under any ordinance or resolution authorizing the issuance of Junior Lien Obligations; and City deposits into the Airport Fund or transfers to the Trustee for deposit into the Revenue Fund pursuant to Sections 13.03 and 13.04; provided, however, that Revenues shall not include: (a) any amounts derived by City from Special Facility Financial Arrangements entered into in connection with Special Facility Improvements to the extent such amounts derived are required to pay principal of, premium, if any, and interest on Special Facility Revenue Bonds and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the issuance of such Special Facility Revenue Bonds, (b) the proceeds of any passenger facility charge or similar tax levied by or on behalf of City, (c) interest accruing on, and any profit resulting from the investment of, moneys in the Airport Development Fund, the Emergency Reserve Fund, and the Construction Fund, (d) Government Grants-in-Aid (except to the extent used or to be used to pay for or reimburse the cost of any Capital Project

previously funded through the issuance of General Airport Revenue Bonds or Junior Lien Obligations), (e) insurance proceeds which are not deemed to be revenues in accordance with generally accepted accounting principles, (f) the proceeds of any condemnation awards, and (g) the proceeds of any borrowings by City.

(74) "Rules and Regulations" means the rules and regulations promulgated by the Commissioner pursuant to Section 17.01.

(75) "Special Capital Project Expenditure" means a Capital Expenditure which, pursuant to Majority-in-Interest approval, is to be funded from Airport Fees and Charges entirely in the Fiscal Year in which it is expended.

(76) "Special Capital Projects Fund" means the Special Capital Projects Fund created under Section 7.10.

(77) "Special Facility Financing Arrangements" means (a) a lease or loan agreement and any contemporaneous financing instruments relating to Special Facility Improvements entered into by City pursuant to which the lessee or borrower agrees to make payments to City during the term thereof in an amount at least equal to the sum of (i) the principal of, premium, if any, and interest on Special Facility Revenue Bonds issued to finance such Special Facility Improvements as the same become due, (ii) all costs of operating and maintaining such Special Facility Improvements required to be paid by City and for which no mechanism for reimbursement to City has been established other than payments pursuant to such lease or loan agreement and any contemporaneous financing instrument, and (iii) all sinking and other reserve fund payments required by ordinance or resolution authorizing such Special Facility Revenue Bonds as the same shall become due, or (b) any lease of, or other instrument relating to, a Special Facility Improvement entered into by City as a result of a default by the original or a subsequent lessee of, or borrower in connection with, such Special Facility Improvement, to the extent such lease or instrument, or the proceeds thereof, has been pledged to the payment of Special Facility Revenue Bonds.

(78) "Special Facility Improvement" means a building or facility at the Airport, or an improvement to such building or facility, or portion thereof, as has been constructed, installed, equipped or acquired with the proceeds of the sale of Special Facility Revenue Bonds or funds of the user thereof, or both. In the event that General Airport Revenue Bonds or Junior Lien Obligations are issued to redeem, refund, or otherwise refinance such Special Facility Revenue Bonds or funds of the user thereof, such building, facility or

improvement, or such portion thereof, to which such General Airport Revenue Bonds or Junior Lien Obligations are attributable shall no longer be deemed to be a Special Facility Improvement.

(79) "Special Facility Revenue Bond and Other Debt Service" means, for any Fiscal Year, principal, premium, if any, interest, and any additional amounts payable by any Airline Party to a trustee or paying agent pursuant to the terms of an applicable indenture or ordinance, for such Fiscal Year, reduced by an amount equal to any interest payable on such obligations during such Fiscal Year from the proceeds of the sale of such obligations and from investment income thereon (but not including any amounts paid out of an escrow established to advance refund such Special Facility Revenue Bonds or other debt) on (a) Special Facility Revenue Bonds, and (b) any other notes, bonds, debentures or other evidences of indebtedness of any person; issued in either case pursuant to Section 8.02 or if Majority-in-Interest approval has been given therefor.

(80) "Special Facility Revenue Bonds" means bonds, notes or other evidences of indebtedness of City, with respect to which the principal, premium, if any, and interest are payable solely from proceeds of the sale of such bonds and from rentals or other charges derived by City under and pursuant to one or more Special Facility Financing Arrangements relating to specific Special Facility Improvements entered into between City and the user or users of such Special Facility Improvements, which bonds, notes or other evidences of indebtedness are not payable from Revenues, from Airport Fees and Charges or from other revenues of City, and for which City has no taxing obligation.

(81) "Terminal Area" means the land identified as Terminal Area on Exhibit C attached hereto, and, except as otherwise provided herein, all structures and improvements now or hereafter located thereon, including the following:

(a) "Terminal Structures" - all passenger terminal buildings (including passenger terminal buildings which are or include Special Facility Improvements), connecting structures, passenger walkways and tunnels, concourses, hold areas, Federal Inspection Service Facilities, if any, and control towers maintained by City; excluding, however, (i) such portions thereof as may be set aside to accommodate the Ground Transportation System, and (ii) any International Terminal Structures so

long as such structures are used as international terminal facilities; and

(b) "Heating and Refrigeration Plant" - such portion of the heating and refrigeration plant at the Airport as is designated as part of the Terminal Area in the Airport Development Plan, and all ducts, pipes and other utility connections with Terminal Structures.

Debt Service allocated to the Terminal Area shall also include the Debt Service on Capital Projects, or allocable portions thereof, which are not located on the land identified as Terminal Area on Exhibit C but which are nevertheless allocated to the Terminal Area in the Airport Development Plan.

(82) "Terminal Area Concession Areas" means those portions of the Terminal Area leased to persons from whom payments to City pursuant to such leases constitute Concession Revenues.

(83) "Terminal Area Rentals" means, with respect to each Airline Party, the Terminal Area Rentals calculated pursuant to Article V of such Airline Party's Airport Use Agreement.

(84) "Terminal Area Use Charges" means, with respect to each Airline Party, the Terminal Area Use Charges calculated pursuant to Article V of such Airline Party's Airport Use Agreement.

(85) "Terminal Building No. 1" means the terminal building identified on Exhibit C attached hereto as Terminal Building No. 1, and the associated satellite concourse building.

(86) "Terminal Building No. 3 - Expansion" means that portion of the Terminal Area identified on Exhibit C attached hereto as Terminal Building No. 3 - Expansion and Concourse L.

(87) "Terminal Buildings No. 2 and No. 3" means the terminal buildings (not including Terminal Building No. 3 - Expansion or any extensions made after the Effective Date to Concourses F, G, H, or K) identified on Exhibit C attached hereto as Terminal Building No. 2 and Terminal Building No. 3, and associated concourses, respectively.

(88) "Terminal Structures" means that part of the Airport defined as such in the definition of "Terminal Area".

(89) "Terminal Support Area" means the land identified as Terminal Support Area on Exhibit F attached hereto, and, except as otherwise provided herein, all structures and facilities now or hereafter located thereon, including the following:

(a) "Parking Facilities" - all public garage and public and employee parking areas and all roads and facilities serving such parking areas, excluding, however, the FIS Relocation Facility for so long as such facility is used as an international terminal facility;

(b) "Roadways and Related Facilities" - all roadways, and roadway rights-of-way, ramps, sidewalks, parkways, service stations, areas leased to car rental and ground transportation concessions;

(c) "Ground Transportation System and Related Facilities" - the surface right-of-way and all other land used for the Ground Transportation System and all facilities and equipment forming part of the Ground Transportation System; and

(d) "O'Hare Hilton Hotel" - the building identified on Exhibit F attached hereto as the O'Hare Hilton Hotel building, and any additions and improvements thereto.

(90) "Trustee" means the trustee appointed under the General Airport Revenue Bond Ordinance or any successor thereto.

(91) "Type A Public Use Premises" means all Public Use Premises of Terminal Buildings No. 2 and No. 3, and all Terminal Area Concession Areas, wherever located in the Terminal Area.

(92) "Type B Public Use Premises" means all Public Use Premises other than Type A Public Use Premises.

Section 1.02 - Interpretation

In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "herein", hereof", "hereto", "hereunder" and any similar terms used in this Agreement refer to this Agreement.

(b) All Article and Section references, unless otherwise expressly indicated, are to Articles and Sections of this Agreement and to the same Articles and Sections of each other Airline Party's Airport Use Agreement.

(c) Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

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

(e) Words importing the singular shall include the plural and vice versa.

Section 1.03 - Incorporation of Exhibits

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

Exhibit A	Chicago-O'Hare International Airport
Exhibit B	Airport Development Plan
Exhibit C	Terminal Area
Exhibit D	Airfield Area
Exhibit E	International Terminal Area
Exhibit F	Terminal Support Area
Exhibit G	Land Support Area
Exhibit H	Escrow Agreement
Exhibit I	General Airport Revenue Bond Ordinance
Exhibit J	Airline's Phase I Exclusive Use Premises
Exhibit J-1	Airline's Phase II Exclusive Use Premises

Exhibit J-2*	Airline's Phase III Exclusive Use Premises
Exhibit K	Airline's Phase I Aircraft Parking Areas
Exhibit K-1	Airline's Phase II Aircraft Parking Areas
Exhibit K-2*	Airline's Phase III Aircraft Parking Areas
Exhibit L	System of Allocation of O&M Expenses and Non-Use Agreement Revenues
Exhibit M	Identification of Existing Leases and Other Agreements of Airline to Be Extended
Exhibit N	Description of O&M Responsibilities
Exhibit O	Allocation of Revenues to Funds Established Under General Airport Revenue Bond Ordinance
Exhibit P	Algebraic Representation and Hypothetical Calculations of Terminal Area Use Charges
Exhibit Q	Terminal Finish Standards

ARTICLE II

TERM

Section 2.01 - Term of Agreement; Escrow

In the event that no other Airport Use Agreements have become effective pursuant to Escrow Agreements prior to the execution hereof by City and Airline, an executed copy of this Agreement shall be deposited in escrow, pursuant to the Escrow Agreement. This Agreement shall then become effective on the date it is delivered uncancelled to City pursuant to the provisions of the Escrow Agreement, and shall terminate

*If applicable

thirty-five (35) years after the Effective Date or January 1, 2025, whichever is earlier. In the event that other Airport Use Agreements have become effective pursuant to Escrow Agreements prior to the execution hereof by City and Airline, the terms of the Escrow Agreement shall not apply to this Agreement, and this Agreement shall become effective on the date on which this Agreement is executed and delivered by City and Airline, and shall terminate on the same date as those Airport Use Agreements already in effect. The "Effective Date" as used in this Agreement shall mean the first date on which any Airport Use Agreements become effective.

ARTICLE III

GRANT OF RIGHTS

Section 3.01 - Use of Airfield Area and Aircraft Parking Areas

(a) Airline shall have the right to conduct an Air Transportation Business at the Airport, to act as a contract or private carrier, and to perform all operations and functions as are incidental, necessary or proper thereto, including the following:

(i) The right to land, take-off, fly and move aircraft operated by Airline on the Airfield Area;

(ii) The right to use Airline's Aircraft Parking Area to permit Airline's employees, agents and contractors to load and unload persons, property, cargo and mail upon or from aircraft operated by Airline, and, if on a temporary basis or if permitted by Section 3.05, by another person engaged in an Air Transportation Business, by such means as may be reasonably necessary or convenient;

(iii) The right to use Airline's Aircraft Parking Area to service aircraft and other equipment operated by Airline, and, if on a temporary basis or if permitted by Section 3.05, by another person engaged in an Air Transportation Business, with gasoline, oil, greases, lubricants and other fuel or propellant, and with foods and beverages and other supplies and materials, by such means as may be reasonably necessary or proper;

(iv) The right to repair, condition, maintain, test and park aircraft and other equipment operated by

Airline, and, if on a temporary basis or if permitted by Section 3.05, by another person engaged in an Air Transportation Business, on Airline's Aircraft Parking Areas; provided, however, such repair, conditioning, maintenance and testing shall be limited to those activities at the time commonly considered routine ramp servicing (which term includes the activities referred to in item (iii) above);

(v) The right to park aircraft on Aircraft Parking Areas designated from time to time by City as available for common use;

(vi) Subject to Section 3.06(f), the right to train personnel in its employ or under its direction;

(vii) The right to sell, dispose of or exchange its aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, other equipment or supplies, and any articles or goods used by or acquired by Airline in connection with its conduct of an Air Transportation Business; provided, however, that Airline shall not sell, dispose of or exchange any such items to persons other than its employees or other Aircraft Operators, unless such items represent surplus items at the time no longer reasonably necessary in connection with the conduct by Airline of its Air Transportation Business; and, provided further, that Airline shall not sell, dispose of or exchange gasoline, oil, greases, lubricants, fuel or propellants, except to other persons conducting an Air Transportation Business;

(viii) The right to operate and maintain such mobile communications equipment as may be reasonably necessary or convenient for its operations;

(ix) The right to purchase or otherwise obtain and use services and personal property of any nature (including aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, foods, beverages, other equipment and supplies and any articles or goods) reasonably necessary or convenient for its operation from any supplier of its choice;

(x) The installation, maintenance and operation by Airline, alone or jointly with one or more other Airline Parties, of aircraft air-conditioning

equipment, auxiliary power to service parked aircraft, aircraft start-up equipment and such other miscellaneous aircraft support equipment as may be reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; and

(xi) The right to conduct any operations or activities other than those enumerated above, reasonably related to the landing, taking-off, flying, moving, loading, unloading or ramp servicing of aircraft or the movement of passengers, which are reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; provided, however, that all such other operations and activities shall be subject to the prior written approval of the Commissioner.

(b) The foregoing shall not be construed to authorize Airline to conduct any business other than an Air Transportation Business at the Airport. The rights enumerated above may be exercised by Airline, alone or in conjunction with any other Airline Party, directly or through another person designated by Airline, or designated by Airline and such Airline Party jointly. The rights enumerated in item (iii) above to service aircraft and other equipment may be exercised only with respect to aircraft and other equipment operated by persons engaged in the Air Transportation Business; provided, however, that Airline may exercise such rights with respect to such persons other than Airline only to the extent not prohibited by any agreements to which City is a party as of the Effective Date.

Section 3.02 - Communications Equipment

Airline shall have the right to install, maintain and operate, at such location or locations at the Airport as may have the prior written approval of the Commissioner, communications, meteorological and aerial navigation equipment, information and data processing equipment, and other similar facilities as may be reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; provided, however, that the exercise of such right and privilege shall not interfere with City's operation of the Airport for the benefit of all Aircraft Operators using the Airport.

Section 3.03 - Use of Exclusive Use Premises

(a) Airline shall have the right to use its Exclusive Use Premises for any and all purposes reasonably necessary, convenient or incidental to the conduct by Airline of an Air Transportation Business, including the following purposes:

(i) The installation, maintenance and operation of customer relations, security and waiting room facilities and equipment, reservation offices, administrative offices, operations offices, lockers, restrooms and related facilities, baggage, cargo and mail-handling and storage facilities and equipment;

(ii) The enplaning and deplaning of passengers, the handling of reservations, ticketing, billing and manifesting of passengers, and the handling of baggage, express cargo, property and mail, by airline employees or by self-service equipment operated by customers or passengers of Airline;

(iii) The installation, maintenance and operation of radio and other communications equipment and information and data processing equipment;

(iv) The operation, by Airline or an independent contractor, of passenger clubs and lounges where, to the extent permitted by law, Airline may serve food and beverages with or without charge;

(v) The training of personnel in the employ of or under the direction of Airline;

(vi) The maintenance and operation, by Airline or by an independent contractor, of an employees' cafeteria or restaurant, the preparation and serving of foods and beverages (including the maintenance and operation of vending machines dispersing such food and beverages, tobacco products and other merchandise) for consumption by Airline's employees, with the further right to do any and all things necessary, required or convenient therewith including the imposition of charges for such food and beverages; provided, however, that the location of such facilities shall be limited to areas within Airline's Exclusive Use Premises not intended to be open to the general public; and

(vii) The maintenance and operation of facilities and equipment and the carrying on of activi-

ties reasonably necessary or convenient to carry out any or all of the foregoing.

(b) Nothing in this Agreement shall be construed to permit the use of Airline's Exclusive Use Premises for the sale of air travel insurance (unless such insurance is not otherwise available in the Terminal Area) or for public restaurants or merchandising operations, or for the conduct of any business other than Airline's Air Transportation Business.

(c) Nothing in this Agreement shall be construed to permit, without the approval of City and other appropriate governmental authorities, the use of Airline's Exclusive Use Premises for a Federal Inspection Service Facility.

(d) City shall not, without obtaining Airline's prior written approval, apply for or use any Government Grants-in-Aid to pay for all or part of Airline's Exclusive Use Premises or Airline's Aircraft Parking Area, if the application for or use of such Government Grants-in-Aid would materially adversely affect Airline's exclusive use of such Exclusive Use Premises or Airline's Aircraft Parking Area.

(e) The grant of rights and privileges to Airline contained herein to serve food, beverages and other similar products in its Exclusive Use Premises is not intended to be broader than the grant of similar rights and privileges by City to Airline pursuant to the 1959 Airport Use Agreement and to other persons conducting an Air Transportation Business at the Airport prior to the Effective Date.

Section 3.04 - Use of Public Use Premises and Other Public Areas; Ingress and Egress

(a) Airline and its employees, agents, passengers, guests, patrons, invitees, its or their suppliers of materials and furnishers of services shall have the non-exclusive right to use, in common with others, those Public Use Premises provided for public use by City, and all other public areas of the Airport, together with all improvements, facilities, and equipment now or hereafter located thereon, including, without limitation: passenger walkways, passenger loading facilities, public lounges, public lobbies, public waiting rooms, public hallways, stairways and escalators, public restrooms, and public roads and parking lots. Nothing herein shall be deemed to convey to Airline any interest or property rights in the Public Use Premises, or any improvements thereto. The Public Use Premises shall be in the possession and control of City and shall at all times remain public property to be used only as public airport facilities, except as may be otherwise provided herein.

(b) Except as hereinafter provided, Airline shall have the right (i) of ingress to and egress from the Airport for its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of services, and its or their equipment, aircraft, vehicles, machinery and other property, (ii) to provide transportation of employees of Airline to, from and within the Airport, (iii) to provide transportation of passengers of Airline within the Airport, and (iv) to provide transportation for passengers of Airline to and from the Airport in the event of an emergency closing of the Airport or another airport or in the event of an unexpected cancellation of scheduled flights. Except as in this Agreement otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, or its or their suppliers of materials and furnishers of services, for such right of ingress and egress, or for the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Airline, or for transporting, loading, unloading or handling persons, property, cargo or mail in connection with Airline's Air Transportation Business, or for exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas or sightseeing facilities, or for the use of ground transportation to, from, or within, the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and merchandise, or preclude City from imposing any tax, charge, or permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder. Notwithstanding the foregoing, nothing in this Section 3.04 shall be deemed to permit City to levy, or preclude City from levying, a passenger facility charge or other similar tax at the Airport.

Section 3.05 - Handling Agreements

Pursuant to such terms and provisions as Airline may deem appropriate and for so long as Airline actively conducts an Air Transportation Business at the Airport, Airline's Exclusive Use Premises, Airline's Aircraft Parking Areas, and any Public Use Premises or other public areas of the Airport which Airline has a right to use in common with others, may also be used by Airline for the handling by Airline's personnel of air transportation operations of other persons engaged in the Air Transportation Business to the same extent as they may be used for the operations of Airline; provided, however, that (a) Airline shall remain liable for all of its obligations

hereunder, (b) Airline shall give the Commissioner written notice of any such handling arrangement at least seven (7) days prior to the effective date thereof, and (c) no handling arrangement shall be allowed if the Commissioner objects to it on the basis of material adverse impact to Airport operations within such seven (7) day period.

Section 3.06 - Restrictions

The foregoing rights and privileges of Airline are subject to the following specific restrictions:

(a) City may, from time to time, temporarily or permanently close roadways, ramp areas, doorways and any other areas at the Airport for the purpose of facilitating necessary construction, maintenance or repairs of facilities at the Airport, so long as reasonable means of ingress and egress to and from the Terminal Area and the Airfield Area remain available. City shall consult with Airline prior to any such closing which would adversely affect Airline's operations at the Airport unless such closing is necessitated by circumstances which pose an immediate threat to the health or safety of persons using the Airport. Airline hereby releases and discharges City, its successors and assigns, from any and all claims, demands or causes of action which Airline may have arising from the fact that such areas have been closed.

(b) City may prohibit the use of the Airfield Area by any aircraft operated or controlled by Airline which exceeds the design strength of the paving of the Runways and Taxiways, so long as such prohibition also extends to similar aircraft operated by other Aircraft Operators.

(c) Except as otherwise expressly provided herein or unless otherwise expressly permitted to do so, Airline shall not install, maintain or operate, or permit the installation, maintenance or operation in the Terminal Area of, any vending machine or device designed to dispense or sell food, beverages, tobacco, or merchandise of any kind, except in areas which are not intended to be open to the general public.

(d) Airline shall not do or authorize to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, communications system, fire protection system, or any other part of the utility, electrical or other systems installed or located from time to time at the Airport.

(e) Airline shall not do or authorize to be done anything at the Airport (i) which may constitute a hazardous

condition so as to increase the risks normally attendant upon operations permitted by this Agreement or (ii) which will invalidate or conflict with any insurance policies covering the Airport. If, by reason of any failure on the part of Airline to comply with the provisions of this subsection, the cost of any such insurance or extended coverage is at any time higher than it otherwise would be, then Airline shall, at its option (1) provide an equivalent insurance policy written by an insurance company qualified to do business in the State of Illinois, or (2) pay City that part of all premiums paid by City which are charged because of such violation or failure by Airline.

(f) Airline shall limit its training flights into and out of the Airport to necessary FAA-qualification flights, and shall coordinate such training and other nonscheduled flight activities with representatives of the Department of Aviation of City. If requested by City, Airline shall restrict all such activities to certain hours so as to not interfere with scheduled flight activities of other Aircraft Operators using the Airport.

(g) City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter Airline's Exclusive Use Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, and for the doing of any act which City may be obligated or have the right to do under this Agreement; provided, however, that in exercising such rights, City shall not unreasonably interfere with Airline's use and occupancy of its Exclusive Use Premises.

(h) City shall have the right to operate and maintain the Ground Transportation System with all necessary and reasonable means of ingress thereto and egress therefrom; provided, however, that in exercising such rights, City shall not unreasonably interfere with Airline's use and occupancy of its Exclusive Use Premises.

ARTICLE IV

LEASE OF TERMINAL FACILITIES

Section 4.01 - Introduction

(a) For the purpose of fairly allocating Debt Service allocable to the Terminal Area among the Airline Parties occupying Exclusive Use Premises, all such premises are designated as either Existing Footage or Additional Footage.

Journal page 14972 is a part of the agreement with American Airlines, Inc. only.

The total number of square feet of Existing Footage of all Airline Parties shall not exceed 770,000, unless and until the same may be increased pursuant to Section 8.01(b). Debt Service on obligations issued to fund the cost of designing, constructing and equipping Exclusive Use Premises (other than the Additional Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement), Type B Public Use Premises and those Capital Projects enumerated in Section 5.05(b), or to refinance, refund or redeem such obligations, is allocated among the Airline Parties based on Additional Footage. Debt Service on obligations issued to fund the cost of designing, constructing and equipping Type A Public Use Premises, or to refund, refinance or redeem such obligations, is allocated among the Airline Parties based on total square footage of Exclusive Use Premises.

(b) Since Exclusive Use Premises of Airline may change, in size and location, as Capital Projects are constructed, this Article IV provides for the leasing of Exclusive Use Premises in phases, where applicable.

(c) In the event the Airport Use Agreement of any Airline Party terminates for any reason whatsoever, with respect to all or part of such Airline Party's Exclusive Use Premises, and City relets any such Exclusive Use Premises to any other Airline Party, such premises shall be included in the Exclusive Use Premises of such new lessee and all of such premises shall be designated as Additional Footage regardless of the number of square feet of such premises which may have been designated as Existing Footage in the previous lessee's Airport Use Agreement.

Section 4.02 - Phase I Exclusive Use Premises

(a) City hereby leases to Airline and Airline hereby hires and takes from City for Airline's exclusive use, and agrees to pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, the Exclusive Use Premises (Airline's "Phase I Exclusive Use Premises") located in Terminal Building No. 3, and Concourse(s) H & K, together with all improvements and fixtures located therein, all as shown on Drawing Nos. 1, 2, 3, 4, 5, and 6 of Exhibit J attached hereto.

(b) The foregoing Phase I Exclusive Use Premises, taken together, comprise 142,538 square feet, of which 142,538 square feet shall be deemed Airline's Existing Footage, and 0 square feet shall be deemed Airline's Additional Footage.

Journal page 14974 is a part of the agreement with Delta Air Lines, Inc. only.

The total number of square feet of Existing Footage of all Airline Parties shall not exceed 770,000, unless and until the same may be increased pursuant to Section 8.01(b). Debt Service on obligations issued to fund the cost of designing, constructing and equipping Exclusive Use Premises (other than the Additional Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement), Type B Public Use Premises and those Capital Projects enumerated in Section 5.05(b), or to refinance, refund or redeem such obligations, is allocated among the Airline Parties based on Additional Footage. Debt Service on obligations issued to fund the cost of designing, constructing and equipping Type A Public Use Premises, or to refund, refinance or redeem such obligations, is allocated among the Airline Parties based on total square footage of Exclusive Use Premises.

(b) Since Exclusive Use Premises of Airline may change, in size and location, as Capital Projects are constructed, this Article IV provides for the leasing of Exclusive Use Premises in phases, where applicable.

(c) In the event the Airport Use Agreement of any Airline Party terminates for any reason whatsoever, with respect to all or part of such Airline Party's Exclusive Use Premises, and City relets any such Exclusive Use Premises to any other Airline Party, such premises shall be included in the Exclusive Use Premises of such new lessee and all of such premises shall be designated as Additional Footage regardless of the number of square feet of such premises which may have been designated as Existing Footage in the previous lessee's Airport Use Agreement.

Section 4.02 - Phase I Exclusive Use Premises

(a) City hereby leases to Airline and Airline hereby hires and takes from City for Airline's exclusive use, and agrees to pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, the Exclusive Use Premises (Airline's "Phase I Exclusive Use Premises") located in Terminal Building No. 3, and Concourse(s) H, together with all improvements and fixtures located therein, all as shown on Drawing Nos. 1, 2, 3, 4, 5, and 6 of Exhibit J attached hereto.

(b) The foregoing Phase I Exclusive Use Premises, taken together, comprise 58,665 square feet, of which 58,665 square feet shall be deemed Airline's Existing Footage, and 0 square feet shall be deemed Airline's Additional Footage.

Journal page 14976 is a part of the agreement with Northwest Orient Airlines, Inc. only.

The total number of square feet of Existing Footage of all Airline Parties shall not exceed 770,000, unless and until the same may be increased pursuant to Section 8.01(b). Debt Service on obligations issued to fund the cost of designing, constructing and equipping Exclusive Use Premises (other than the Additional Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement), Type B Public Use Premises and those Capital Projects enumerated in Section 5.05(b), or to refinance, refund or redeem such obligations, is allocated among the Airline Parties based on Additional Footage. Debt Service on obligations issued to fund the cost of designing, constructing and equipping Type A Public Use Premises, or to refund, refinance or redeem such obligations, is allocated among the Airline Parties based on total square footage of Exclusive Use Premises.

(b) Since Exclusive Use Premises of Airline may change, in size and location, as Capital Projects are constructed, this Article IV provides for the leasing of Exclusive Use Premises in phases, where applicable.

(c) In the event the Airport Use Agreement of any Airline Party terminates for any reason whatsoever, with respect to all or part of such Airline Party's Exclusive Use Premises, and City relets any such Exclusive Use Premises to any other Airline Party, such premises shall be included in the Exclusive Use Premises of such new lessee and all of such premises shall be designated as Additional Footage regardless of the number of square feet of such premises which may have been designated as Existing Footage in the previous lessee's Airport Use Agreement.

Section 4.02 - Phase I Exclusive Use Premises

(a) City hereby leases to Airline and Airline hereby hires and takes from City for Airline's exclusive use, and agrees to pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, the Exclusive Use Premises (Airline's "Phase I Exclusive Use Premises") located in Terminal Building No. 2, and Concourse(s) D, together with all improvements and fixtures located therein, all as shown on Drawing Nos. 1, 2, 3, 4, 5, and 6 of Exhibit J attached hereto.

(b) The foregoing Phase I Exclusive Use Premises, taken together, comprise 30,667 square feet, of which 30,667 square feet shall be deemed Airline's Existing Footage, and 0 square feet shall be deemed Airline's Additional Footage.

Journal page 14978 is a part of the agreement with Trans World Airlines, Inc. only.

The total number of square feet of Existing Footage of all Airline Parties shall not exceed 770,000, unless and until the same may be increased pursuant to Section 8.01(b). Debt Service on obligations issued to fund the cost of designing, constructing and equipping Exclusive Use Premises (other than the Additional Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement), Type B Public Use Premises and those Capital Projects enumerated in Section 5.05(b), or to refinance, refund or redeem such obligations, is allocated among the Airline Parties based on Additional Footage. Debt Service on obligations issued to fund the cost of designing, constructing and equipping Type A Public Use Premises, or to refund, refinance or redeem such obligations, is allocated among the Airline Parties based on total square footage of Exclusive Use Premises.

(b) Since Exclusive Use Premises of Airline may change, in size and location, as Capital Projects are constructed, this Article IV provides for the leasing of Exclusive Use Premises in phases, where applicable.

(c) In the event the Airport Use Agreement of any Airline Party terminates for any reason whatsoever, with respect to all or part of such Airline Party's Exclusive Use Premises, and City relets any such Exclusive Use Premises to any other Airline Party, such premises shall be included in the Exclusive Use Premises of such new lessee and all of such premises shall be designated as Additional Footage regardless of the number of square feet of such premises which may have been designated as Existing Footage in the previous lessee's Airport Use Agreement.

Section 4.02 - Phase I Exclusive Use Premises

(a) City hereby leases to Airline and Airline hereby hires and takes from City for Airline's exclusive use, and agrees to pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, the Exclusive Use Premises (Airline's "Phase I Exclusive Use Premises") located in Terminal Building No. 3, and Concourse(s) G, together with all improvements and fixtures located therein, all as shown on Drawing Nos. 1, 2, 3, 4, 5, and 6 of Exhibit J attached hereto.

(b) The foregoing Phase I Exclusive Use Premises, taken together, comprise 69,221 square feet, of which 69,221 square feet shall be deemed Airline's Existing Footage, and 0 square feet shall be deemed Airline's Additional Footage.

Journal page 14980 is a part of the agreement with United Airlines, Inc. only.

The total number of square feet of Existing Footage of all Airline Parties shall not exceed 770,000, unless and until the same may be increased pursuant to Section 8.01(b). Debt Service on obligations issued to fund the cost of designing, constructing and equipping Exclusive Use Premises (other than the Additional Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement), Type B Public Use Premises and those Capital Projects enumerated in Section 5.05(b), or to refinance, refund or redeem such obligations, is allocated among the Airline Parties based on Additional Footage. Debt Service on obligations issued to fund the cost of designing, constructing and equipping Type A Public Use Premises, or to refund, refinance or redeem such obligations, is allocated among the Airline Parties based on total square footage of Exclusive Use Premises.

(b) Since Exclusive Use Premises of Airline may change, in size and location, as Capital Projects are constructed, this Article IV provides for the leasing of Exclusive Use Premises in phases, where applicable.

(c) In the event the Airport Use Agreement of any Airline Party terminates for any reason whatsoever, with respect to all or part of such Airline Party's Exclusive Use Premises, and City relets any such Exclusive Use Premises to any other Airline Party, such premises shall be included in the Exclusive Use Premises of such new lessee and all of such premises shall be designated as Additional Footage regardless of the number of square feet of such premises which may have been designated as Existing Footage in the previous lessee's Airport Use Agreement.

Section 4.02 - Phase I Exclusive Use Premises

(a) City hereby leases to Airline and Airline hereby hires and takes from City for Airline's exclusive use, and agrees to pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, the Exclusive Use Premises (Airline's "Phase I Exclusive Use Premises") located in Terminal Building No. 2, and Concourse(s) E,F & G, together with all improvements and fixtures located therein, all as shown on Drawing Nos. 1, 2, 3, 4, 5, and 6 of Exhibit J attached hereto.

(b) The foregoing Phase I Exclusive Use Premises, taken together, comprise 306,512 square feet, of which 306,512 square feet shall be deemed Airline's Existing Footage, and 0 square feet shall be deemed Airline's Additional Footage.

Journal page 14982 is a part of the agreement with US Air, Inc. only.

The total number of square feet of Existing Footage of all Airline Parties shall not exceed 770,000, unless and until the same may be increased pursuant to Section 8.01(b). Debt Service on obligations issued to fund the cost of designing, constructing and equipping Exclusive Use Premises (other than the Additional Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement), Type B Public Use Premises and those Capital Projects enumerated in Section 5.05(b), or to refinance, refund or redeem such obligations, is allocated among the Airline Parties based on Additional Footage. Debt Service on obligations issued to fund the cost of designing, constructing and equipping Type A Public Use Premises, or to refund, refinance or redeem such obligations, is allocated among the Airline Parties based on total square footage of Exclusive Use Premises.

(b) Since Exclusive Use Premises of Airline may change, in size and location, as Capital Projects are constructed, this Article IV provides for the leasing of Exclusive Use Premises in phases, where applicable.

(c) In the event the Airport Use Agreement of any Airline Party terminates for any reason whatsoever, with respect to all or part of such Airline Party's Exclusive Use Premises, and City relets any such Exclusive Use Premises to any other Airline Party, such premises shall be included in the Exclusive Use Premises of such new lessee and all of such premises shall be designated as Additional Footage regardless of the number of square feet of such premises which may have been designated as Existing Footage in the previous lessee's Airport Use Agreement.

Section 4.02 - Phase I Exclusive Use Premises

(a) City hereby leases to Airline and Airline hereby hires and takes from City for Airline's exclusive use, and agrees to pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, the Exclusive Use Premises (Airline's "Phase I Exclusive Use Premises") located in Terminal Building No. 3, and Concourse(s) G, together with all improvements and fixtures located therein, all as shown on Drawing Nos. 1, 2, 3, 4, 5, and 6 of Exhibit J attached hereto.

(b) The foregoing Phase I Exclusive Use Premises, taken together, comprise 11,838 square feet, of which 11,838 square feet shall be deemed Airline's Existing Footage, and 0 square feet shall be deemed Airline's Additional Footage.

Section 4.03 - Phase II and Phase III Exclusive Use Premises

(a) (i) Effective as of the Date of Beneficial Occupancy of the Exclusive Use Premises described and depicted in Exhibit J-1 attached hereto, if any (Airline's "Phase II Exclusive Use Premises"), City shall, without any further action, lease to Airline and Airline shall, without any further action, hire and take from City for Airline's exclusive use, and shall pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, such premises, subject to all of the terms and conditions of this Agreement (including Exhibit J-1).

(ii) City and Airline agree that the size, design and other details of Terminal Building No. 1 and extensions to Concourses F, G, H, K and L are in the conceptual stage as of the Effective Date and are subject to changes and refinements prior to final design, construction and equipping. Changes and refinements of any premises in the Terminal Area shall be approved by City and any Airline Party having Exclusive Use Premises in such premises; provided, however, no such changes or refinements shall be inconsistent with or contrary to the provisions of Section 9.03(b) or the description of "Project Scope" included in the Airport Development Plan. At the time of such changes or refinements, such amendments shall be made to Exhibits J-1, J-2, K-1 and K-2 as are necessary or appropriate.

(b) Prior to the date on which City certifies Airline's Phase II Exclusive Use Premises to be usable for the conduct of Airline's Air Transportation Business, Airline may, subject to the prior written approval of the Commissioner, nevertheless elect to occupy all or a portion of such Phase II Exclusive Use Premises for the purpose of conducting its Air Transportation Business. In its notice to the Commissioner of such election, Airline shall state the location and number of square feet of such Phase II Exclusive Use Premises which Airline elects to occupy, and the number of square feet, if any, of Airline's Phase I Exclusive Use Premises which Airline agrees to vacate and surrender in connection therewith. If the Commissioner grants his prior written approval to Airline to occupy a portion of such Phase II Exclusive Use Premises pursuant to this subsection (b), City shall lease to Airline, and Airline shall take and hire from City, for Airline's exclusive use, and shall pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, such portion of Phase II Exclusive Use Premises so approved; provided, however, that Airline shall, within thirty (30) days of occupying such portion of its Phase II Exclusive Use Premises, vacate and surrender the number of square feet of its Phase I Exclusive Use Premises which Airline has agreed to vacate.

(c) Within thirty (30) days after the Date of Beneficial Occupancy of all or a portion of Airline's Phase II (and Phase III, if Airline will have Phase III) Exclusive Use Premises, City and the Airlines' Representative will take field measurements of the premises so occupied and Exhibit J-1 (and J-2, if applicable) shall be amended, if necessary, to reflect such field measurements. Each such field measurement of Airline's and each other Airline Party's Exclusive Use Premises shall be made on the same basis using the same standard of measurement.

(d) No later than the earlier to occur of (i) thirty (30) days after the date described in Section 1.01(24)(b) has occurred, or (ii) ninety (90) days after the date described in Section 1.01(24)(a) has occurred, with respect to Airline's Phase II Exclusive Use Premises, Airline shall vacate and surrender all portions of Airline's Phase I Exclusive Use Premises which are not part of its Phase II Exclusive Use Premises; provided, however, that upon application by Airline, the Commissioner may extend the time period within which Airline must vacate and surrender such Phase I Exclusive Use Premises.

(e) As of the Date of Beneficial Occupancy of all or a portion of Airline's Phase II Exclusive Use Premises, subsection (a) of Section 4.02 hereof shall be deemed to be amended to include all or such portion, as the case may be, of such premises. As of the date of actual vacation of all or a portion of Airline's Phase I Exclusive Use Premises, subsection (a) of Section 4.02 hereof shall be deemed to be amended to exclude all or such portion, as the case may be, of such premises.

(f) At such time as subsection (a) of Section 4.02 hereof is deemed to be amended to include or exclude certain premises from the description of Airline's Exclusive Use Premises, subsection (b) of Section 4.02 hereof shall likewise be deemed to be amended to reflect the increase or decrease, if any, in the number of square feet comprising Airline's Exclusive Use Premises. Except as set forth in subsection (b) of Section 8.01 and except as required to render lease limit lines in baggage areas uniform, any such increase or decrease in the number of square feet of Airline's Exclusive Use Premises shall be an increase or decrease in the number of square feet of Airline's Additional Footage to the same extent; provided, however, that any decrease in excess of the total number of square feet of Airline's Additional Footage shall be a decrease in the number of square feet of Airline's Existing Footage to the extent of such excess. The calculation of Airline's Terminal Area Rentals and Terminal Area Use Charges shall be adjusted as of the date of such amendments to Section 4.02 hereof.

(g) City shall make Airline's Phase II Exclusive Use Premises available to Airline and Airline's contractors at the earliest practicable date to permit construction and installation by Airline of fixtures, equipment and improvements necessary or desirable to permit such premises to be used by Airline for their intended purposes. Any construction and installation of fixtures must comply with the requirements of Section 15.02.

(h) Within the time provided in subsection (d) of this Section 4.03 and subject to the provisions of Section 9.12, Airline shall remove, to the extent feasible, from any premises vacated by Airline, all trade fixtures, tools, machinery, equipment (including, without limitation, aircraft loading bridges and devices, baggage systems and communications equipment), supplies, materials and other removable property belonging to Airline; provided, however, that Airline shall promptly repair any damage to such premises caused by such removal. Airline may sell any such property to any person, and City shall have no right under this Agreement to approve the amount received by Airline therefor.

(i) As of the date that Section 4.02 hereof is deemed to be amended to include in Airline's Exclusive Use Premises any premises vacated by another Airline Party, Airline shall assume in writing such other Airline Party's obligations, insofar as they relate to such Exclusive Use Premises, under the Fueling System Lease Agreement at the Airport, dated as of January 1, 1959, and the Lockheed Fuel Services Agreement at the Airport, dated as of February 1, 1960.

(j) If Airline will occupy Exclusive Use Premises in two phases prior to occupancy of its final Exclusive Use Premises, there shall be attached hereto an exhibit entitled Exhibit J-2 which shall describe Airline's Phase III Exclusive Use Premises. All of the provisions of subsections (a) through (i) of this Section 4.03 shall be applicable to any transition from Phase II Exclusive Use Premises to Phase III Exclusive Use Premises.

Section 4.04 - Aircraft Parking Areas

(a) City hereby grants to Airline, and Airline hereby accepts from City, for so long as Airline occupies all or any portion of its Phase I Exclusive Use Premises, the exclusive right to use the Aircraft Parking Areas immediately adjacent to all or such portion of Airline's Phase I Exclusive Use Premises, as shown on Exhibit K attached hereto. On and after the Date of Beneficial Occupany of all or any portion of Airline's Phase II Exclusive Use Premises, and for so long as Airline occupies such premises, Airline shall have the exclusive right to use

the Aircraft Parking Areas immediately adjacent to all or such portion of Airline's Phase II Exclusive Use Premises, as shown on Exhibit K-1 attached hereto. In the event that Airline will occupy Phase III Exclusive Use Premises, then on the Date of Beneficial Occupancy thereof, and for so long as Airline occupies all or any portion of such premises, Airline shall have the exclusive right to use the Aircraft Parking Areas adjacent to all or such portion of Airline's Phase III Exclusive Use Premises, as shown on Exhibit K-2 attached hereto.

(b) Airline's right to use Airline's Aircraft Parking Areas shall be subject to the installation, maintenance, use and operation of underground piping and related facilities of the underground fueling system at the Airport.

ARTICLE V

CALCULATION OF RENTALS, FEES, AND CHARGES

Section 5.01 - General Commitment

(a) For the purpose of fairly allocating the net cost of operating, maintaining and developing the Airport among all of the Airline Parties, various areas of the Airport have been grouped together for the purpose of accounting for Revenues, O&M Expenses and Debt Service. Each such area is a Cost-Revenue Center as defined in Article I. The net cost of each Cost-Revenue Center shall be determined pursuant to the provisions of this Article V, and Articles VI, XII, XIII and XIV. A pro-rata share of the net cost of each Cost-Revenue Center (except the Land Support Area) shall be charged to Airline and to each of the other Airline Parties as part of Airport Fees and Charges in accordance with the provisions of this Article V. The aggregate of Airport Fees and Charges paid by all Airline Parties shall be sufficient to pay for the net cost of operating, maintaining and developing the Airport (excluding the Land Support Area), including the satisfaction of all of City's obligations to make deposits and payments under any ordinance or resolution authorizing obligations issued pursuant to Article VIII.

(b) In order to minimize the rentals, fees and charges which Airline is obligated to pay under this Agreement, City shall promote and develop Non-Use Agreement Revenues in a manner consistent with that of a reasonably prudent airport operator.

Section 5.02 - Terminal Area Rentals

At such times and in such manner as provided in Article VII, Airline shall pay Terminal Area Rentals to City

equal to $5.00 per square foot per year for the Exclusive Use Premises from time to time leased to Airline hereunder.

Section 5.03 - Terminal Area Use Charges

(a) At such times and in such manner as provided in Article VII, Airline shall pay Terminal Area Use Charges to City in an amount equal to:

(i) Airline's prorata share, if any, established pursuant to Section 5.04(a) of

(1) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to Exclusive Use Premises (other than Exclusive Use Premises which are part of a Special Facility Improvement); and

(2) Special Facility Revenue Bond and Other Debt Service attributable pursuant to Section 6.01(b) to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement;

plus

(ii) Airline's prorata share, if any, established pursuant to Section 5.04(b), of Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to Type B Public Use Premises and to relocation costs incurred pursuant to Section 9.13;

plus

(iii) Airline's prorata share, established pursuant to Section 5.04(c), of

(1) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to Type A Public Use Premises and to

those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii);

(2) O&M Expenses of the Terminal Area identified in accordance with Section 6.02;

(3) Airport Development Fund and Emergency Reserve Fund payment requirements calculated pursuant to Sections 10.02 and 11.02, respectively, and Special Capital Projects Fund payment requirements, if any, pursuant to Section 7.10, as each such payment requirement is allocated pursuant to Section 6.03 to the Terminal Area; and

(4) Net Deficit, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the Terminal Area;

minus

(iv) Airline's prorata share, established pursuant to Section 5.04(c), of

(1) Non-Use Agreement Revenues of the Terminal Area identified in accordance with Section 6.02 and Section 13.04; and

(2) Net Revenues, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the Terminal Area;

plus

(v) Airline's prorata share, if any, established pursuant to Section 5.05 of additional Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the Terminal Area;

plus

(vi) Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to Airline's tenant improvements in accordance with Section 6.01.

(b) Notwithstanding any other provisions of this Agreement, with respect to any Fiscal Year during which any Airline Party is obligated pursuant to a Special Facility Financing Arrangement to make Special Facility Revenue Bond and Other Debt Service payments, such Airline Party shall receive a credit against its Terminal Area Use Charges and Terminal Area Rentals for each month during such Fiscal Year in an amount equal to one-twelfth (1/12) of such Special Facility Revenue Bond and Other Debt Service payable by such Airline Party for such Fiscal Year allocated in accordance with Sections 6.01(a) and 6.01(b) to (i) the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement, (ii) Public Use Premises or (iii) the Terminal Support Area. If, in any month, such credit exceeds the aggregate amount of such Airline Party's Terminal Area Use Charges and Terminal Area Rentals for such month, such Airline Party shall receive a credit against its Landing Fees for such month. If, in any month, such credit exceeds the aggregate amount of such Airline Party's Terminal Area Use Charges, Terminal Area Rentals and Landing Fees for such month, such Airline Party shall receive a credit against such charges, rentals and fees for the next succeeding months during such Fiscal Year equal to such excess. To the extent that any such credits are not exhausted during such Fiscal Year, then such Airline Party shall receive a cash payment from City in the amount of such unexhausted credits within thirty (30) days of receipt by such Airline Party of the Final Audit for such Fiscal Year.

(c) An algebraic representation of the formula set forth in this Section 5.03, as applied to two hypothetical situations, is attached hereto as Exhibit P for illustrative purposes only.

Section 5.04 - Airline's Prorata Share

(a) Airline's prorata share set forth in Section 5.03(a)(i) of Debt Service and Special Facility Revenue Bond and Other Debt Service shall be the percentage established by dividing (i) the total number of square feet of Airline's Additional Footage by (ii) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.04(a), any portion of a Special Facility

Improvement in the Terminal Area designated as Additional Footage shall not be deemed to be Additional Footage. In the event that General Airport Revenue Bonds or Junior Lien Obligations are issued to redeem, refund, or otherwise refinance the Special Facility Revenue Bonds or other funds of the user of a Special Facility Improvement such that such building, facility or improvement, or portion thereof, is no longer deemed to be a Special Facility Improvement, then for purposes of this Section 5.04(a), the portion thereof designated as Additional Footage shall be deemed to be Additional Footage.

(b) Airline's prorata share set forth in Section 5.03(a)(ii) of Debt Service shall be the percentage established by dividing (i) the total number of square feet of Airline's Additional Footage by (ii) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.04(b), any portion of a Special Facility Improvement in the Terminal Area designated as Additional Footage shall be deemed to be Additional Footage.

(c) Airline's prorata share set forth in Section 5.03(a)(iii) and (iv) of Debt Service, O&M Expenses, various payment requirements, Net Deficit or Net Revenues of the Terminal Support Area and Non-Use Agreement Revenues of the Terminal Area shall be the percentage established by dividing (i) the total number of square feet of Airline's Exclusive Use Premises by (ii) the total number of square feet of all Airline Parties' Exclusive Use Premises. For purposes of this Section 5.04(c), any portion of a Special Facility Improvement in the Terminal Area designated as Exclusive Use Premises shall be deemed to be Exclusive Use Premises.

Section 5.05 - Special Allocations of Additional Terminal Area Debt Service

(a) While it is anticipated that interest during construction will be capitalized, to the extent any Debt Service attributable to Capital Projects in the Terminal Area becomes payable prior to the time when the premises being constructed are usable and used for the purposes for which they are being constructed, the following shall apply:

(i) Airline shall pay its prorata share of such Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to that portion of the Terminal Area which will become Exclusive Use Premises once the Date of Beneficial Occupancy with respect thereto has

occurred; provided, however, that with respect to any such premises in a Special Facility Improvement, only that portion of the Special Facility Revenue Bond and Other Debt Service, if any, payable prior to the Date of Beneficial Occupancy, which is attributable pursuant to Section 6.01(b) to the Existing Footage portion of such Exclusive Use Premises, shall be deemed to be included for purposes of this Section 5.05(a)(i). Airline's prorata share shall be the percentage established by dividing (1) the total number of square feet of Airline's Additional Footage by (2) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.05(a)(i), Additional Footage shall include the Additional Footage portion of an Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof if such premises are included in that portion of the Terminal Area under construction, but shall not include any Additional Footage which is part of a Special Facility Improvement. In the event that General Airport Revenue Bonds or Junior Lien Obligations are issued to redeem, refund or otherwise refinance the Special Facility Revenue Bonds or other funds of the user of a Special Facility Improvement such that such building, facility or improvement, or portion thereof, is no longer deemed to be a Special Facility Improvement, then for purposes of this Section 5.05(a)(i), the portion thereof designated as Additional Footage shall be deemed to be Additional Footage.

(ii) Airline shall pay its prorata share of such Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to that portion of the Terminal Area which will become Type B Public Use Premises. Airline's prorata share shall be the percentage established by dividing (1) the total number of square feet of Airline's Additional Footage by (2) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.05(a)(ii), Additional Footage shall include the Additional Footage portion of a Special Facility Improvement in the Terminal Area and the Additional Footage portion of an Airline

Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof if such premises are included in that portion of the Terminal Area under construction.

(iii) Airline shall pay its prorata share of such Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to that portion of the Terminal Area which will become Type A Public Use Premises. Airline's prorata share shall be the percentage established by dividing (1) the total number of square feet of Airline's Exclusive Use Premises by (2) the total number of square feet of Exclusive Use Premises of all Airline Parties. For purposes of this Section 5.05(a)(iii), that portion of a Special Facility Improvement in the Terminal Area designated as Exclusive Use Premises shall be Exclusive Use Premises.

(b) Airline shall pay its prorata share of all Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)), whenever payable, on the following Capital Projects: TA 2, TA 5, TA 6, TA 8, TA 9, TA 10, TA 12 and TA 13, all as so designated and described in the Airport Development Plan. Airline's prorata share shall be the percentage established by dividing (i) the total number of square feet of Airline's Additional Footage by (ii) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.05(b), Additional Footage shall include the Additional Footage portion of a Special Facility Improvement in the Terminal Area and the Additional Footage portion of each Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof.

Section 5.06 - Landing Fees

(a) At such times and in such manner as provided in Article VII, Airline shall pay a Landing Fee to City for each Fee Landing of an aircraft operated by Airline. The Landing Fee shall be an amount equal to the product of (i) the number of thousands of pounds of the Approved Maximum Landing Weight of the aircraft involved in the Fee Landing, multiplied by (ii) the Landing Fee Rate.

(b) The Landing Fee Rate for any Fiscal Year shall be determined (to the nearest 1/10th of one cent per each one

thousand pounds) by dividing the Net Cost of the Airfield Area (as defined in Section 5.07), for such Fiscal Year, by the total Approved Maximum Landing Weight in thousand-pound units of all aircraft of all Airline Parties landed in Fee Landings during such Fiscal Year.

(c) Notwithstanding any other provisions of this Agreement, with respect to any Fiscal Year during which any Airline Party is obligated pursuant to a Special Facility Financing Arrangement to make Special Facility Revenue Bond and Other Debt Service payments, such Airline Party shall receive a credit against its Landing Fees for each month during such Fiscal Year in an amount equal to one-twelfth (1/12) of such Special Facility Revenue Bond and Other Debt Service payable by such Airline Party for such Fiscal Year allocated in accordance with Section 6.01 to the Airfield Area. If, in any month, such credit exceeds the aggregate amount of Landing Fees payable by such Airline Party for such month, such Airline Party shall receive a credit against its Landing Fees payable for the next succeeding months during such Fiscal Year equal to the amount of such excess. To the extent that any such credits are not exhausted during such Fiscal Year, then such Airline Party shall receive a cash payment from City in the amount of such unexhausted credits within thirty (30) days of receipt by such Airline Party of the Final Audit for such Fiscal Year.

Section 5.07 - Net Cost of Airfield Area

The Net Cost of the Airfield Area shall be:

(a) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to the Airfield Area;

plus

(b) O&M Expenses of the Airfield Area identified in accordance with Section 6.02;

plus

(c) Net Deficit, if any, of the International Terminal Area calculated pursuant to Section 14.02 and allocated pursuant to Section 6.05 to the Airfield Area;

plus

(d) Airport Development Fund and Emergency Reserve Fund payment requirements calculated pursuant to Sections 10.02 and 11.02, respectively, and Special Capital Projects Fund payment requirements, if any, pursuant to Section 7.10, as each such payment requirement is allocated pursuant to Section 6.03 to the Airfield Area;

minus

(e) Non-Use Agreement Revenues of the Airfield Area identified in accordance with Section 6.02;

minus

(f) Net Revenues, if any, of the International Terminal Area calculated pursuant to Section 14.02 and allocated pursuant to Section 6.05 to the Airfield Area.

ARTICLE VI

IDENTIFICATION AND ALLOCATION OF REVENUES AND EXPENSES

Section 6.01 - Debt Service

(a) City shall maintain accurate records allocating Debt Service for each Fiscal Year among the CRCs. The allocation of Debt Service shall be based on actual expenditures made out of the proceeds of obligations giving rise to such Debt Service for each Capital Project described in the Airport Development Plan and in any future schedules of Capital Projects presented by City to the Airline Parties in accordance with Article VIII; provided, however, that Debt Service attributable to those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii) shall be allocated thirty-five percent (35%) to the Terminal Area, thirty-five percent (35%) to the Airfield Area, twenty percent (20%) to the Terminal Support Area and ten percent (10%) to the International Terminal Area. Such allocation shall separately identify Debt Service allocated to the Terminal Area for (i) all Exclusive Use Premises (excluding Exclusive Use Premises which are part of a Special Facility Improvement), (ii) any

Exclusive Use Premises which are part of a Special Facility Improvement, (iii) tenant improvements pursuant to Section 9.12, (iv) relocation costs incurred pursuant to Section 9.13, (v) Type A Public Use Premises, (vi) Type B Public Use Premises, (vii) those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii), and (viii) those Capital Projects enumerated in Section 5.05(b); and shall separately identify Debt Service, if any, during construction for each of the foregoing.

(b) Special Facility Revenue Bond and Other Debt Service attributable to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement shall equal the amount of Special Facility Revenue Bond and Other Debt Service allocated to all of such Exclusive Use Premises pursuant to Section 6.01(a)(ii) ("S") minus an amount equal to the product of (i) S times (ii) a fraction, the numerator of which shall be the number of square feet of such Exclusive Use Premises consisting of Additional Footage ("T") and the denominator of which shall be the total number of square feet of such Exclusive Use Premises ("U") times (iii) a fraction, the numerator of which shall be the total number of square feet of Exclusive Use Premises of all Airline Parties (including Exclusive Use Premises which are part of a Special Facility Improvement) to which Debt Service is allocable pursuant to Section 6.01(a) ("V") and the denominator of which shall be the total number of square feet of Additional Footage of all Airline Parties (including Additional Footage which is part of a Special Facility Improvement) ("W"). An algebraic representation of the calculation of the Special Facility Revenue Bond and Other Debt Service attributable to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement is as follows:

$$S - \left(S \times \frac{T}{U} \times \frac{V}{W}\right)$$

(c) Debt Service attributable to the refinancing, refunding or redemption of any General Airport Revenue Bonds, Junior Lien Obligations, Special Facility Revenue Bonds or other obligations shall be allocated among the CRCs (and within a CRC) to reflect the actual expenditures made out of the proceeds of such refinanced, refunded or redeemed bonds or other obligations.

(d) Debt Service attributable to the refinancing, refunding or redemption of any 1959 Bonds shall be allocated equally between the Terminal Area and the Airfield Area. All of such Debt Service allocated to the Terminal Area shall be allocated to Type A Public Use Premises.

(e) As part of the Final Audit, the Independent Accountant shall review the records of City for the purpose of determining compliance with the allocation requirements of this Section 6.01.

Section 6.02 - Operation and Maintenance Expenses; Non-Use Agreement Revenues; Investment Income

(a) City shall maintain accurate records allocating O&M Expenses and Non-Use Agreement Revenues for each Fiscal Year in accordance with Exhibit L attached hereto; provided, however, that all O&M Expenses described in Section 1.01(64)(h) and (n) shall be allocated to the Airfield Area. As part of the Final Audit, the Independent Accountant shall review the records of City for the purpose of determining compliance with the allocation requirements set forth in Exhibit L attached hereto.

(b) Investment Income, for each Fiscal Year, shall be allocated among the CRCs, and within the Terminal Area, on the same basis and in the same proportion as Debt Service, for such Fiscal Year, is allocated among the CRCs, and within the Terminal Area.

Section 6.03 - Airport Development Fund, Emergency Reserve Fund and Special Capital Projects Fund Payment Requirements

(a) The Airport Development Fund and Emergency Reserve Fund payment requirements calculated pursuant to Sections 10.02 and 11.02, respectively, shall be allocated between the Terminal Area and the Airfield Area in the same ratio as (i) the sum of Terminal Area Rentals and Terminal Area Use Charges for all Airline Parties for the preceding Fiscal Year bears to (ii) Landing Fees for all Airline Parties for the preceding Fiscal Year.

(b) Any Special Capital Projects Fund payment requirements approved by a Majority-in-Interest shall be allocated to the Terminal Area or the Airfield Area as approved by a Majority-in-Interest.

Section 6.04 - Allocation of Terminal Support Area Net Deficit or Net Revenues

Terminal Support Area Net Deficit or Net Revenues for any Fiscal Year, calculated in accordance with Section 12.01, shall be allocated between the Terminal Area and the International Terminal Area in the same ratio as (i) the number of Enplaned Passengers of the Terminal Area for such Fiscal Year bears to (ii) the number of Enplaned Passengers of the International Terminal Area for such Fiscal Year.

Section 6.05 - Allocation of International Terminal Area Net Deficit or Net Revenues

International Terminal Area Net Deficit or Net Revenues for any Fiscal Year, calculated in accordance with Section 14.02, shall be allocated to the Airfield Area.

ARTICLE VII

PAYMENT OF LANDING FEES AND TERMINAL AREA USE CHARGES

Section 7.01 - Information on Airline Operations

Not earlier than one hundred twenty (120) days nor later than one hundred (100) days prior to the end of each Fiscal Year, Airline shall furnish City with an estimate of (a) the total Approved Maximum Landing Weight of all aircraft to be landed at the Airport by Airline during the next ensuing Fiscal Year, and (b) the total number of Enplaned Passengers of Airline at the Airport for the next ensuing Fiscal Year.

Section 7.02 - Preliminary Projection of Landing Fee Rate and Terminal Area Use Charges

Not later than seventy (70) days prior to the end of each Fiscal Year, City shall furnish Airline with a projection for the next ensuing Fiscal Year of (a) the Landing Fee Rate and (b) Airline's Terminal Area Use Charges. Unless City reasonably believes the information submitted to City pursuant to Section 7.01 to be unreasonable or inaccurate, the projection (the "Preliminary Projection of Fees and Charges") shall incorporate such information, and shall present, for the Airport in its entirety and for each CRC, the latest available data on current operations of the Airport, a pro forma projection for the entire current Fiscal Year, and an estimate of each of the following items for the next-ensuing Fiscal Year:

(i) Debt Service (indicating Capital Projects which require approval of a Majority-in-Interest pursuant to Section 8.05);
(ii) Operation and Maintenance Expenses;
(iii) Non-Use Agreement Revenues;
(iv) Investment Income;
(v) The Airport Development Fund payment requirements;
(vi) The Emergency Reserve Fund payment requirements;
(vii) The Special Capital Projects Fund payment requirements; and

(viii) Any changes in the number of square feet of any Airline Party's Exclusive Use Premises and Additional Footage.

Airline may submit written comments on the Preliminary Projection of Fees and Charges to the Commissioner within thirty (30) days following receipt thereof by Airline. City shall give due consideration to any comments submitted in a timely manner by Airline. City shall, when requested by a Majority-in-Interest, convene a meeting with Airline Parties to discuss O&M Expenses relating to the operation of any Ground Transportation System.

Section 7.03 - Projection of Landing Fee Rate and Terminal Area Use Charges

Not later than thirty (30) days prior to the end of each Fiscal Year, City shall furnish Airline with a Projection of Fees and Charges, consisting of the Preliminary Projection of Fees and Charges revised as appropriate to reflect comments submitted to City by Airline Parties (the "Projection of Fees and Charges"). The Projection of Fees and Charges shall be the basis for computing Airline's Landing Fees and Terminal Area Use Charges for the next ensuing Fiscal Year unless and until revised pursuant to Section 7.06. In no event shall the projection of either Landing Fees or Terminal Area Use Charges of any Airline Party be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Final Audit.

Section 7.04 - No Effect on Capital Project Approval Process

To the extent that either the Preliminary Projection of Fees and Charges or the Projection of Fees and Charges includes Debt Service for Capital Projects with respect to which City is required to give notice or obtain approval pursuant to Article VIII, (a) the inclusion of such Debt Service by City shall not be deemed to be such notice or a request for such approval, and (b) Airline's comments or lack of comments on the Preliminary Projection of Fees and Charges or the payment by Airline of Airport Fees and Charges in accordance with the Projection of Fees and Charges shall not be deemed to be evidence of such approval or disapproval thereof.

Section 7.05 - Payment of Terminal Area Rentals, Terminal Area Use Charges and Landing Fees

Beginning with the later of the Effective Date and the date on which this Agreement is executed and delivered with respect to Airline's Phase I Exclusive Use Premises, and

beginning with the Date of Beneficial Occupancy with respect to Airline's Phase II (or Phase III, if applicable) Exclusive Use Premises:

(a) Not later than the tenth (10th) day of each month of each Fiscal Year, City shall furnish Airline with an invoice setting forth the amount of Airline's Terminal Area Rental and Terminal Area Use Charge for the next ensuing month. Not later than the first (1st) day of such next ensuing month, Airline shall pay City an amount equal to Airline's total Terminal Area Rental and Terminal Area Use Charge for such month.

(b) Not later than the tenth (10th) day of each month of each Fiscal Year, Airline shall furnish City with a statement, signed by an authorized representative of Airline, certifying the actual number of Airline's Fee Landings, by type, model and weight of aircraft, during the preceding month. City shall forthwith furnish Airline with an invoice setting forth the amount of Landing Fees payable by Airline for such preceding month, calculated by multiplying the total Approved Maximum Landing Weight for aircraft landed by Airline in Fee Landings at the Airport during such preceding month by the Landing Fee Rate for such preceding month. Within thirty (30) days after the date of such invoice, Airline shall pay to City the amount of Landing Fees set forth therein.

Section 7.06 - Mid-Year Adjustment of Landing Fee Rate and Terminal Area Use Charges

Not later than the one hundred ninetieth (190th) day of each Fiscal Year, City shall furnish Airline with a revised Projection of Fees and Charges (the "Mid-Year Projection"), which shall reflect the most recently available information with regard to the amounts actually incurred or realized during such Fiscal Year for each of the items listed in Section 7.02, together with the most recently available information with regard to Landing Fees and Terminal Area Use Charges actually received by City with respect to the Airport. If the Mid-Year Projection forecasts that payments of Terminal Area Use Charges and Landing Fees by Airline Parties at the then-existing rates would result in an overpayment or underpayment of five percent (5%) or more of the amount required hereunder to be generated by City through Terminal Area Use Charges and Landing Fees during such Fiscal Year, City shall adjust the remaining monthly Terminal Area Use Charges and the Landing Fee Rate for such Fiscal Year to conform to the Mid-Year Projection. In no event shall either Terminal Area Use Charges or Landing Fees of any Airline Party, as so adjusted, be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Final Audit.

Section 7.07 - Final Audit

Within six (6) months after the close of each Fiscal Year, City shall furnish Airline with a copy of an annual audit report, prepared in accordance with generally accepted accounting principles and certified by an Independent Accountant, covering the operation of the Airport for such preceding Fiscal Year. The Final Audit shall contain a calculation based on actual data, in accordance with the provisions of Article V, of Terminal Area Use Charges and Landing Fees chargeable to each Airline Party for the preceding Fiscal Year, and shall set forth Terminal Area Use Charges and Landing Fees actually paid by Airline for such period. If Terminal Area Use Charges or Landing Fees actually paid by Airline were greater than the respective amounts chargeable to Airline, Airline shall receive credits in the amount of such overpayment against the next ensuing payment of Terminal Area Use Charges or Landing Fees, as the case may be, or, if necessary, against the next ensuing payments thereof, until Airline has received the full amount of such credits; provided, however, that if the amount of such overpayment exceeds one hundred fifty percent (150%) of Terminal Area Use Charges or Landing Fees, as the case may be, estimated to be paid by Airline in the next ensuing month, then such excess shall be refunded in cash by City. If Terminal Area Use Charges or Landing Fees paid by Airline were less than the respective amounts chargeable to Airline, Airline shall pay to City the amount of any such deficiency along with its next payment of Terminal Area Use Charges or Landing Fees, as the case may be.

Section 7.08 - Place of Payments; Late Payments

All amounts payable by Airline hereunder shall be paid to City at the Office of City's Comptroller, or at such other place as City's Comptroller shall designate. Any amount which is not paid when due shall bear interest at a rate four percent (4%) higher than the then-current prime rate for commercial customers established by the largest commercial bank in Chicago, determined on the basis of total assets.

Section 7.09 - Right to Contest

The payment by Airline to City, and the acceptance by City from Airline, of any amount hereunder shall not preclude either Airline or City from questioning, within a period of six (6) months from the date of receipt by Airline of the Final Audit, the accuracy of any statement on the basis of which such payment was made, or preclude City from making, within such period, any claim against Airline for any additional amount payable by Airline hereunder, or preclude Airline from making,

within such period, any claim against City for credit for any excess amount paid by Airline hereunder; provided, however, that neither City nor Airline shall be limited by such 6-month period in the event that the other party shall have attempted to defraud or shall have defrauded the party seeking to question the accuracy of such statement or make such claim.

Section 7.10 - Creation of Certain Funds

(a) Immediately after the Effective Date, City shall create the following funds:

(i) the Airport Fund;
(ii) the Operation and Maintenance Fund;
(iii) the Special Capital Projects Fund;
(iv) the Operation and Maintenance Reserve Fund;
(v) the Maintenance Reserve Fund;
(vi) the Airport Development Fund; and
(vii) the Emergency Reserve Fund.

Such funds constitute all of the funds required to be created under this Agreement. In addition, City may create other funds for the purpose of segregating moneys to pay Debt Service when the pledge of Revenues under the General Airport Revenue Bond Ordinance is not in effect. All moneys and securities held in the funds listed above shall be held by City separate and apart from all other funds of City and shall be applied and withdrawn only as set forth in this Section 7.10, except with respect to the Airport Development Fund and the Emergency Reserve Fund, which are governed by Articles X and XI, respectively.

(b) At any time when the pledge of Revenues under the General Airport Revenue Bond Ordinance is not in effect, all Revenues collected by City shall be promptly deposited into the Airport Fund. At such time as the pledge of Revenues under the General Airport Revenue Bond Ordinance becomes effective, City shall transfer any amounts in the Airport Fund to the Trustee to be deposited into the Revenue Fund. While the pledge of Revenues under the General Airport Revenue Bond Ordinance remains effective, City shall transfer all Revenues to the Trustee to be deposited into the Revenue Fund, to be applied by the Trustee in accordance with the General Airport Revenue Bond Ordinance. At such time as the pledge of Revenues under the General Airport Revenue Bond Ordinance is no longer in effect, any amounts in the Revenue Fund shall be transferred by the Trustee to City for deposit in the Airport Fund. Any amounts deposited in the Airport Fund at any time shall be disbursed and applied by City as required to make the following deposits on the following dates and in the following amounts with respect to each Fiscal Year:

(i) On the first business day immediately preceding the tenth (10th day) of each month, City shall make the following deposits in the manner and order of priority set forth below:

First: City shall deposit into the Operation and Maintenance Fund an amount equal to one-twelfth (1/12) of the amount provided in the Projections of Fees and Charges prepared pursuant to Section 7.03 for Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and excluding required deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund) for such Fiscal Year; provided, however, that if the Mid-Year Projection prepared in accordance with Section 7.06 contains an adjustment of Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and deposits into the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund) for such Fiscal Year, the amount required to be deposited in the Operation and Maintenance Fund each month of the second half of such Fiscal Year shall be increased or decreased as appropriate by an amount equal to one-sixth of the amount of such adjustment.

Second: City shall next deposit into the Special Capital Projects Fund the amount, if any, approved by a Majority-in-Interest to be deposited at such time into the Special Capital Projects Fund.

(ii) On the first business day immediately preceding the first (1st) and one hundred eighty-second (182nd) day of such Fiscal Year, City shall make the following deposits in the manner and order of priority set forth below:

First: City shall deposit into the Operation and Maintenance Reserve Fund an amount equal to one-half (1/2) of the "O&M Reserve Fund deposit requirement", as below defined, for such Fiscal Year. The "O&M Reserve Fund deposit requirement" for any Fiscal Year shall mean the amount necessary to increase the amount on deposit therein (including amounts receivable from the Operation and Maintenance Fund) to an amount equal to one-fourth (1/4) of the amount

provided in the Projection of Fees and Charges, as adjusted from time to time, for Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and deposits for the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund) for such Fiscal Year; provided, however, that if the Mid-Year Projection prepared in accordance with Section 7.06 contains an adjustment of Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and deposits into the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), then the amount required to be deposited on the one hundred eighty-second (182nd) day of such Fiscal Year shall be incresed or decreased as appropriate by an amount equal to such adjustment.

Second: City shall next deposit into the Maintenance Reserve Fund an amount equal to the lesser of (A) $1,500,000 and (B) the amount, if any, required to bring the deposit therein to $3,000,000.

Third: City shall next deposit into the Emergency Reserve Fund an amount equal to one-half (1/2) of the Emergency Reserve Fund payment requirement, as defined in Section 11.02, for such Fiscal Year.

Fourth: City shall next deposit into the Airport Development Fund an amount equal to one-half (1/2) of the Airport Development Fund payment requirement, as defined in Section 10.02, for such Fiscal Year, plus one-half (1/2) of the amount, if any, to be deposited by City into the Airport Fund for such Fiscal Year for deposit into the Airport Development Fund pursuant to Section 13.03.

(c) If at any time when deposits are required to be made to any funds pursuant to this Section 7.10, moneys held in the Airport Fund are insufficient to make any such required deposit, the deposit shall be made on the next applicable deposit date after required deposits into all other funds of higher priority are made in full.

(d) The moneys on deposit in the funds described in this Section 7.10 shall be used for the following purposes:

(i) Any balance in the Airport Fund after the deposits and transfers set forth herein shall

remain in the Airport Fund and shall be available only (1) to meet deficiencies arising in any of the funds in the order of their priority, (2) to make future deposits and transfers required hereunder and (3) to make any payments to Airline Parties required under Sections 5.03(b), 5.06(c) and 7.07.

(ii) The moneys in the Operation and Maintenance Fund shall be used by City only to pay Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund); provided, however, that moneys in the Operation and Maintenance Fund shall also be used to repay loans from the Operation and Maintenance Reserve Fund as soon as funds for such repayment are available therefor.

(iii) The moneys in the Special Capital Projects Fund shall be used only as a source for Special Capital Project Expenditures approved by a Majority-in-Interest.

(iv) The moneys in the Operation and Maintenance Reserve Fund shall be used only to make loans to the Operation and Maintenance Fund whenever and to the extent moneys in the Operation and Maintenance Fund are insufficient to pay Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund).

(v) The moneys in the Maintenance Reserve Fund shall be used only for paying the cost of extraordinary maintenance expenditures, such as costs incurred for major repairs, renewals and replacements at the Airport (excluding the Land Support Area), whether caused by normal wear and tear or by unusual and extraordinary occurrences, including costs of painting, major repairs, renewals and replacements, damage caused by storms or other unusual causes. Any expenditure out of the Maintenance Reserve Fund shall be certified as an appropriate expenditure for one or more of the above-described purposes by an Independent Airport Consultant.

(vi) The moneys in the Emergency Reserve Fund shall be used only for the purposes set forth in Section 11.03.

(vii) The moneys in the Airport Development Fund shall be used only for the purposes set forth in Section 10.04.

(e) The moneys in the Emergency Reserve Fund and the Airport Development Fund shall be invested and any earnings or losses thereon shall be treated as set forth in Sections 11.04 and 10.05, respectively. The moneys held in the other funds described in this Section 7.10 shall be invested in Qualified Investments at the direction of the Treasurer of City, and the interest thereon, and any profit arising on the sale thereof, shall be deposited into the Airport Fund.

(f) Qualified Investments purchased as an investment of moneys in any fund described in this Section 7.10 shall be deemed at all times to be a part of such fund. Qualified Investments so purchased shall be sold at the best price obtainable whenever it is necessary to do so in order to provide moneys to make any withdrawal or payment from such fund. For the purposes of any such investment, Qualified Investments shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such Qualified Investments. Qualified Investments in which moneys held in any fund have been invested shall mature not later than the respective dates as estimated by City based on information provided by City, when the moneys held for the credit of any fund will be needed.

(g) In computing the amount in any fund described in this Section 7.10, obligations maturing within the three (3) year period next succeeding the date of computation shall be valued at amortized value and obligations maturing more than three (3) years following the date of computation shall be valued at the lower of amortized value or market value. For purposes of this Agreement, amortized value means par, if the obligation was purchased at par, or, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of interest payments remaining on such obligation after such purchase and deducting the amount thus calculated from the purchase price in the case of an obligation purchased at a premium or adding the amount thus calculated to the purchase price in the case of an obligation purchased at a discount. Valuation shall be made on each January 1 and July 1, and on any particular date shall not include the amount of interest then earned or accrued to such date on any deposit or investment.

ARTICLE VIII

APPROVAL OF CAPITAL EXPENDITURES; APPROVAL OF ISSUANCE OF OBLIGATIONS

Section 8.01 - Capital Expenditures for Which No Approval Required

Provided that the notice required by Section 8.03 has been given to Airline:

(a) City may make or authorize to be made Capital Expenditures (and, with respect to item (ii) below, expenditures for improvements at airports other than the Airport in accordance with Section 10.04, and with respect to item (vi) below, expenditures to fund all related costs of issuance and associated financing costs, including, but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations) from the following sources without approval of Airline or a Majority-in-Interest: (i) amounts in the Maintenance Reserve Fund; (ii) amounts in the Airport Development Fund; (iii) proceeds of Government Grants-in-Aid (excluding any City-sponsor matching share); (iv) proceeds of any passenger facility charge or similar tax levied by or on behalf of City; (v) proceeds of insurance or any condemnation award with respect to any assets or property at the Airport, to the extent such proceeds are not deemed revenues in accordance with generally accepted accounting principles and are expended to replace that which was destroyed or taken; and (vi) proceeds of obligations issued by City pursuant to Section 8.02.

(b) In addition, City may make or authorize to be made Capital Expenditures for Capital Projects consisting of Exclusive Use Premises which are improvements to, or expansions or extensions of, Exclusive Use Premises in Terminal Buildings Nos. 1, 2, 3 and 3-Expansion, without approval of Airline or a Majority-in-Interest so long as City obtains a written agreement from one or more Airline Parties to (i) occupy such Exclusive Use Premises for the remaining term of its or their Airport Use Agreements, (ii) provide the financing therefor from a source other than General Airport Revenue Bonds or Junior Lien Obligations and pay all principal and interest thereon, (iii) pay all costs related to such Capital Projects which are not completed, including any architectural or engineering fees, and (iv) amend its or their Airport Use Agreements to increase such Airline Party's or Parties' Existing Footage and Exclusive Use Premises by an amount equal

to the square footage of any such expansion to such Exclusive Use Premises.

(c) City may make or authorize to be made any other Capital Expenditures for Capital Projects without approval of Airline or a Majority-in-Interest so long as Airline will not be obligated to pay any costs thereof or therefor, including any payments in the event of a default by the primary obligor.

Section 8.02 - Issuance of Obligations for Which No Approval Required

(a) Provided that the notice required by Section 8.04 has been given to Airline, City may issue obligations for any one or more of the following purposes, and to fund all related costs of issuance and associated financing costs, including but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations, and include the Debt Service thereon in the calculation of Airport Fees and Charges, in accordance with the provisions of Articles V and VI, without approval of Airline or a Majority-in- Interest: (i) to fund (1) the cost of designing, constructing and equipping Priority I Capital Projects, (2) the Airline-Funded Cost of designing, constructing and equipping Priority II Capital Projects, subject to the provisions of Section 9.07, and (3) the cost of designing, constructing and equipping Capital Projects necessary to comply with any valid rule, regulation or order of any Federal or state agency; (ii) to fund the cost of tenant improvements pursuant to Section 9.12, or the cost of relocation expenses pursuant to Section 9.13; (iii) to fund insurance or condemnation award deficiencies pursuant to Section 19.04(d) or 19.05; (iv) to redeem the 1959 Bonds; (v) to refinance, on a long-term, permanent basis, obligations which were issued originally to finance, on a short-term, interim basis, the cost of designing, constructing and equipping Capital Projects described in subsection (i) above, or the cost of tenant improvements and relocation costs described in subsection (ii) above, or, to the extent necessary from time to time to prevent a default thereon, to renew such short-term interim obligations with other short-term obligations; (vi) to refund or refinance Special Facility Revenue Bonds (1) pursuant to and only at the times required by the Special Facility Use Agreement dated as of August 1, 1982 by and between City and Delta Air Lines, Inc., or (2) pursuant to and only at the times required by any agreements entered into by and between City and any Airline Party

pursuant to Section 9.14; and (vii) to fund other capitalized costs of implementing the provisions of this Agreement, such as the costs of designing, creating and implementing accounting and cost management systems, and program and construction management costs and expenses.

(b) It is the intent of City and Airline that obligations issued by City pursuant to this Section 8.02 will be issued at such times and on such terms as will result, for all such obligations in the aggregate, in the lowest annual Debt Service reasonably obtainable. Nevertheless, the terms and conditions of obligations issued by City pursuant to this Section 8.02 shall be determined by City in its sole discretion, including, but not limited to, the amount, term, redemption provisions and interest rate or rates of such obligations, subject to the following limitations, any or all of which may be waived by a Majority-in-Interest:

(i) City shall, to the extent permitted by law, cause interest on each issue or series of obligations issued pursuant to subsection (a) of this Section 8.02 to finance or refinance a Capital Project to be capitalized to and including a date not less than six (6) months beyond the estimated date of completion of construction of such Capital Project.

(ii) Each issue or series of obligations issued pursuant to subsection (a) of this Section 8.02 by City (other than obligations issued to finance, on a short-term, interim basis, the cost of designing, constructing and equipping Capital Projects, and obligations issued to renew such obligations) shall be issued pursuant to the General Airport Revenue Bond Ordinance or a Special Facility Financing Arrangement and shall mature over a period of not less than fifteen (15) years and shall provide for approximately level annual payments of principal and interest.

(iii) In the event obligations are issued by City pursuant to subsection (a) of this Section 8.02 to finance the cost of designing, constructing and equipping Capital Projects on a short-term, interim, basis, the following shall apply:

(1) City shall permanently finance, pursuant to the requirements of subsection (ii) above, the cost of designing, constructing and equipping each such Capital Project or component thereof on or prior to the issuance of the Cost Allocation Certificate for such Capital Project or component thereof pursuant to Section 9.04(h);

(2) Any letter of credit or other credit facility arrangement provided to secure such interim obligations, or any renewal obligations, (A) shall be provided by a domestic banking institution, (B) shall not affect any rights or obligations of City or Airline under this Agreement or have the effect of causing Debt Service included in the calculations of Terminal Area Use Charges and Landing Fees to exceed Debt Service calculated in accordance with subsection (3) below, and (C) shall not impose any covenants, restrictions or requirements on City regarding the ownership or operation of the Airport other than those imposed by the General Airport Revenue Bond Ordinance; and

(3) For the purpose of determining Debt Service on any such interim obligations, or on any obligation of City to repay advances under any such letter of credit or other credit facility arrangement, to be included in the calculation of Terminal Area Use Charges and Landing Fees under this Agreement, Debt Service shall be the lesser of (A) the actual Debt Service on such obligations and (B) the Debt Service which would have resulted if the same principal amount of obligations had been structured to mature on a level debt service basis over a ten (10) year period from the date of issuance of such interim obligations or from the date of incurrence of the obligation of City under such letter of credit or other credit facility arrangement, as the case may be, or the remaining term of this Agreement, whichever is shorter, with interest on such obligations assumed to be payable at a rate equal to the rate specified in the "Revenue Bond Index" published in The Bond Buyer, or successor index, and in effect on the date of sale of such interim obligations or on the date such letter of credit is issued or such other credit facility arrangement is entered into, as the case may be.

(iv) Except in accordance with Section 8.02(a)(iv), (v) and (vi), City shall not issue any obligations to refund or refinance any obligations issued pursuant to subsection (a) of this Section 8.02.

(v) City shall not issue any obligations pursuant to subsection (a) of this Section 8.02 which

(1) provide for the establishment of a debt service reserve fund in excess of maximum annual debt service (principal and interest) with respect to such obligations, excluding in the case of obligations having maturity of five years or less the principal amount of such obligations, or (2) establish debt service coverage requirements with respect to such obligations in excess of 1.25 times the annual debt service for any Fiscal Year on such obligations, calculated by treating as available net revenues for debt service coverage purposes any balance remaining after all fund deposits required for the previous Fiscal Year under the ordinance or resolution authorizing such obligations have been made. In addition, the ordinance or resolution authorizing the issuance of any obligations pursuant to subsection (a) of this Section 8.02 (1) shall not create any funds other than funds which serve the same function and have deposit requirements determined in the same as the Debt Service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund and the Construction Fund, (2) shall not provide for acceleration of payment of the principal amounts of such obligation, (3) shall provide for the funding of any debt service reserve fund for Junior Lien Obligations from the proceeds of the sale of such Junior Lien Obligations and (4) shall provide that any interest accruing on, and any profit realized from the investment of, moneys in any debt service reserve fund established thereunder shall be deposited into the Revenue Fund.

(vi) City shall not amend the General Airport Revenue Bond Ordinance in any way that would change the debt service coverage requirements or the fund deposit requirements, as set forth in Exhibit I attached hereto; provided, however, that this provision shall not preclude increases in the amounts payable pursuant to such requirements where such increases result solely from the application of such requirements resulting from the issuance of General Airport Revenue Bonds or Junior Lien Obligations in accordance with this Article VIII on or after the date on which the pledge of Revenues under the General Airport Revenue Bond Ordinance becomes effective.

(vii) No ordinance or resolution authorizing the issuance of obligations pursuant to subsection (a) of this Section 8.02 shall materially conflict with any provision of this Agreement.

Section 8.03 - Notice of Capital Expenditures For Which No Approval Required

At least thirty (30) days prior to making any Capital Expenditure (or other permitted expenditure) described in Section 8.01, City shall give written notice thereof to Airline. Such notice shall include an estimate of (a) the cost of the Capital Project, (b) the Operation and Maintenance Expenses resulting therefrom, (c) the sources and uses of funds, (d) the construction schedules, description, and justification for any such Capital Project, and (e) the projected impact on Airport Fees and Charges, all in sufficient detail to enable the Airline to make informed comments

thereon. Airline may submit to City written comments on such Capital Project within twenty (20) days following receipt by Airline of such notice. City shall give due consideration to any such comments filed in a timely manner by Airline. Upon timely request by a Majority-in-Interest, City shall convene a meeting of Airline Parties and City to discuss such Capital Project.

Section 8.04 - Notice of Issuance of Obligations for Which No Approval Required

(a) At least thirty (30) days prior to the issuance of any obligations issued pursuant to Section 8.02 after the Effective Date, City shall give written notice of such financing to Airline. Such notice shall provide (i) in the case of a Capital Project to be financed, an estimate of (1) the cost of such Capital Project, (2) the construction schedules, description and justification for such Capital Project, and (3) the Operation and Maintenance Expenses resulting from such Capital Project; (ii) the terms of such financing and the estimated Debt Service payable as a result thereof; (iii) the proposed allocation of such Debt Service among and within the Cost-Revenue Centers; and (iv) the projected impact of such financing on Airport Fees and Charges, all in sufficient detail to enable the Airline to make informed comments thereon.

(b) Airline may submit to City written comments on such financing within twenty (20) days following receipt of such notice by Airline, and City shall give due consideration to any such comments filed in a timely manner by Airline. Upon request of a Majority-in-Interest filed with City within such twenty (20) day period, City shall convene a meeting of Airline Parties to discuss the financing within ten (10) days of receipt of such request. If expressly requested at such meeting by a Majority-in-Interest, City shall delay the sale of such obligations until a date requested by such Majority-in-Interest, which date shall be not less than twenty (20) nor more than forty (40) days days following the date of such request.

Section 8.05 - Capital Projects and Issuance of Obligations for Which Majority-in-Interest Approval is Required

(a) Except as provided in this Article VIII, City shall not make any Capital Expenditures for any Capital Project, except for preliminary planning and conceptual design work, or issue any obligations to finance the cost thereof, unless and until such Capital Project and the financing thereof has been approved by a Majority-in-Interest.

(b) Subject to the limitations contained in Article IX and except as provided in Section 8.01, City may, upon approval of a Majority-in-Interest, make any Capital Expenditure for a Capital Project, except for facilities for the exclusive use of any person or persons engaged in the Air Transportation Business, and may issue obligations giving rise to Debt Service to fund each such Capital Project and include such Debt Service in the calculation of Airport Fees and Charges consistent with the terms of this Agreement.

Section 8.06 - Method of Obtaining Approval

In the event City is required to obtain approval for a Capital Project, or an issuance of obligations, pursuant to Section 8.05, at least forty-five (45) days before making any Capital Expenditure or issuing any such obligation, City shall submit a proposal in writing to all Airline Parties, which proposal shall include an estimate of (a) the cost of such Capital Project, (b) the Debt Service and Operation & Maintenance Expenses resulting therefrom, (c) the sources and uses of funds and the terms of any financing, (d) the construction schedules, descriptions, and justification for any such Capital Project, (e) the proposed allocation of any Debt Service among and within the Cost-Revenue Centers, and (f) the projected impact on Airport Fees and Charges, all in sufficient detail to enable the Airline Parties to make an informed judgment on the appropriateness of such Capital Project and financing. A Capital Project and financing shall be deemed to be approved if (i) a Majority-in-Interest approves it, or (ii) City is not notified in writing of Majority-in-Interest disapproval within thirty (30) days of the submission of such proposal by City.

Section 8.07 - Issuance of Obligations by Persons Other Than City

In the event that pursuant to the Special Facility Use Agreement by and between Delta Air Lines, Inc. and City, dated as of August 1, 1982, or an agreement between City and another Airline Party pursuant to Section 9.14, a person other than City issues obligations giving rise to Special Facility Revenue Bond and Other Debt Service, (a) the provisions of this Article VIII shall apply to the issuance of such obligations, and (b) such Airline Party shall provide City with all information necessary for City to comply with the notice requirements of this Article VIII.

ARTICLE IX

AIRPORT DEVELOPMENT PLAN; CONSTRUCTION OF CAPITAL PROJECTS

Section 9.01 - Approval of Airport Development Plan

City and Airline each hereby approve the Airport Development Plan attached hereto as Exhibit B. Such approval includes, without limitation, approval of the following items set forth in Exhibit B attached hereto: (a) the Capital Projects described therein, (b) the project scope, descriptions and diagrams of such Capital Projects, (c) the allocation among Cost-Revenue Centers of such Capital Projects, (d) the Airline-Funded Cost of each such Capital Project, (e) the designation as a Priority I Capital Project or a Priority II Capital Project of each such Capital Project, (f) the inclusion of certain Capital Projects in Category 1 or Category 2, and (g) the estimated commencement and completion dates for each such Capital Project.

Section 9.02 - Governmental Approvals

City shall promptly submit and diligently process to conclusion requests for all necessary governmental approvals for the Capital Projects described in the Airport Development Plan. The highest possible priority shall be given to obtaining necessary approvals for those Capital Projects described in the Airport Development Plan constituting the expanded domestic Terminal Structures (including Terminal Building No. 1 (including the associated satellite concourse building) and all concourse extensions).

Section 9.03 - Plans and Specifications; Terminal Structure Finish Standards

(a) City shall, in due course, prepare detailed construction drawings, plans and specifications, and cost estimates for each Capital Project described in the Airport Development Plan, and shall refine the descriptions and diagrams, and the estimated commencement and completion dates, for each such Capital Project; provided, however, that any change in an estimated commencement or completion date shall be consistent with the provisions of Section 9.06(d) and Section 9.11; and provided further, that City shall not materially decrease the total square footage of any Capital Project in the Terminal Area. City shall provide Airline with copies of such detailed cost estimates, descriptions, diagrams and estimated commencement and completion dates. If the detailed cost estimates for any Capital Project are greater than the Airline-Funded Cost therefor, City shall, consistent with its

other agreements and obligations under this Article IX, give due consideration to any comments submitted by any Airline Party as to methods that may be employed to reduce such estimated costs. City shall design and construct the Capital Projects in accordance with design and construction standards which City shall establish for the purpose of ensuring a uniformity of quality for all facilities of similar nature and use at the Airport.

(b) Except to the extent funded pursuant to Section 8.01(b) or pursuant to Majority-in-Interest approval, City shall not materially increase the size, scope or square footage of any Priority I Capital Project, as shown in the Airport Development Plan. In addition, City shall not, without Majority-in-Interest approval, change the geographic location of, materially increase the ratio of Public Use Premises square footage to Exclusive Use Premises square footage of, or materially increase the ceiling height of, any Terminal Structure which is included in a Priority I Capital Project, all as shown in the Airport Development Plan.

(c) Any additional cost resulting from an improvement to a Terminal Structure, other than those improvements required to meet the Terminal Structure finish standards described in Exhibit Q attached hereto, shall be deemed to be a tenant improvement for the Airline Party or Airline Parties occupying such premises, and funding of such additional cost with General Airport Revenue Bonds or Junior Lien Obligations shall be subject to the provisions of Section 9.12.

Section 9.04 - Construction

(a) All construction and equipping of Capital Projects described in the Airport Development Plan shall be done in a good and workmanlike manner.

(b) Each contract for construction work in an amount in excess of $5,000,000 awarded by City or its agents after the Effective Date for a Capital Project described in the Airport Development Plan shall be publicly bid and awarded to the lowest responsible bidder who has the experience and resources required to perform the work described in such contract; provided, however, that this requirement shall not apply if City determines in good faith that there is only one contractor with the resources and experience necessary to perform the work. City may delegate responsibilities for the designing, construction and equipping of Capital Projects; provided, however, that with respect to contracts awarded after the Effective Date, City shall retain the power and authority to, and shall, enforce all terms and provisions of all design and

construction contracts. City shall diligently pursue all appropriate remedies against architects, engineers and contractors for defective design or work with respect to Capital Projects which are described in the Airport Development Plan or which are otherwise approved by a Majority-in-Interest.

(c) City shall employ a construction manager to coordinate, supervise and inspect the construction of Capital Projects described in the Airport Development Plan. The construction manager shall prepare and maintain records of the progress of construction and shall make recommendations in connection with such construction. City and the construction manager shall use their best efforts (i) to cause all work to be accomplished in accordance with the plans and specifications and the estimated commencement and completion dates for each Capital Project, as described in the Airport Development Plan, and (ii) to coordinate the work so as to avoid change orders which increase costs and to reduce claims for extra work or extra compensation.

(d) The compensation payable to the construction manager and for all design, architectural and engineering services shall be reasonable, and City shall use its best efforts to minimize such compensation.

(e) Airline may appoint a design and construction representative ("Airline's Construction Representative") for any Capital Project described in the Airport Development Plan which will contain any Exclusive Use Premises of Airline. Airline's Construction Representative shall be knowledgeable in construction matters of the nature involved in the construction of the Capital Project for which such appointment is made. Airline shall identify Airline's Construction Representative to City, and thereafter City shall afford Airline's Construction Representative full access to the work relating to the Capital Project for which Airline's Construction Representative is appointed. City shall permit Airline's Construction Representative to participate in the evaluation of design and construction alternatives for such projects.

(f) A Majority-in-Interest may appoint one or more persons to serve as a construction representative for all Airline Parties ("Airline Parties' Construction Representative") with respect to the construction and operational impact of all Capital Projects described in the Airport Development Plan. The Airline Parties' Construction Representative shall be knowledgeable in construction and operational matters involved in the Capital Projects. A Majority-in-Interest, acting through the Airlines' Representative, shall identify Airline Parties' Construction Representative to City. City shall

thereafter afford the Airline Parties' Construction Representative full access to all construction work relating to Capital Projects. City shall permit the Airline Parties' Construction Representative to participate in the evaluation of design and construction alternatives. When potential adverse operational impact is determined by City and the Airline Parties' Construction Representative to be significant, design and construction alternatives, and estimated costs, will be evaluated by City and the Airline Parties' Construction Representative. City shall give due consideration to comments, suggestions and requests of the Airline Parties' Construction Representative regarding construction of Capital Projects and methods designed to reduce or eliminate adverse operational impact and costs.

(g) City shall provide written notice to the Airline Parties' Construction Representative, and to the Airline's Construction Representative with respect to Capital Projects which will contain any Exclusive Use Premises of Airline, of all claims made by contractors for any extra compensation. The notice shall indicate the planned disposition of the claim. If the claim is to be allowed by City, City shall consult with the Airline Parties and Airline, as appropriate, regarding the terms of settlement of the claim. City shall give due consideration to suggestions or comments of the Airline Parties and Airline regarding the terms of the settlement.

(h) Within one hundred eighty (180) days after the completion of a Capital Project or component thereof, City shall prepare, execute and deliver to the Airlines' Representative, and, in the case of a Capital Project or component thereof which includes any Exclusive Use Premises, to those Airline Parties which will occupy such premises, a cost allocation certificate (the "Cost Allocation Certificate"), setting forth in reasonable detail a breakdown of the costs of design, construction and equipping of such project or component, including an allocation of such costs among each of the following:

(i) the costs allocable to each CRC; and

(ii) for such costs allocable to the Terminal Area, the costs allocable to (1) Exclusive Use Premises of all Airline Parties (excluding Exclusive Use Premises which are part of a Special Facility Improvement), (2) any Exclusive Use Premises which are part of a Special Facility Improvement, (3) tenant improvements pursuant to

Sections 9.12, (4) relocation costs incurred pursuant to Section 9.13, (5) Type A Public Use Premises, (6) Type B Public Use Premises, (7) those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii), and (8) those Capital Projects enumerated in Section 5.05(b);

and adding for each component a prorata portion of the costs incurred in connection with (A) the issuance of obligations issued to fund the cost of such project or component prior to the date of completion, (B) the amounts withdrawn from any capitalized interest account and used to pay interest accruing on such obligations during the construction period, and (C) the amounts withdrawn from any capitalized interest account and used to pay interest accruing on such obligations following the completion of construction. Following the depletion of all amounts in any capitalized interest account held to pay interest on such obligations, City shall amend the Cost Allocation Certificate as necessary to reflect any amounts withdrawn from such capitalized interest account and used to pay interest on such obligations subsequent to the initial preparation, execution and delivery of the Cost Allocation Certificate. In addition, City shall amend the Cost Allocation Certificate to give effect to the application to such Capital Project or component thereof of the proceeds of any obligations issued to fund such project or component after the preparation, execution and delivery of the Cost Allocation Certificate as theretofore amended.

Section 9.05 - Airline Cooperation

(a) Airline shall use its best efforts to take such action as may be reasonably requested of it by City, consistent with this Agreement and any other agreements in effect at such time between City and Airline, to enable City to implement the Airport Development Plan in a timely and cost-effective manner. Airline shall take no action which unreasonably impedes or hinders City from such implementation.

(b) Without limiting the foregoing, Airline shall cooperate with City and shall use its best efforts to take such action as is reasonably requested of it by City in support of City's efforts to (i) seek necessary governmental approvals for the Capital Projects described in the Airport Development Plan, and (ii) seek amendment of the Federal Aviation Regulations (14 CFR Subpart K: High Density Traffic Airports, Section 93.121 et seq.) to eliminate the maximum airport high density rule at the Airport. Airline shall not take any action which impedes or hinders such City efforts.

Section 9.06 - Priorities

(a) The Airport Development Plan designates each Capital Project as either a Priority I Capital Project or a Priority II Capital Project.

(b) So long as City has the power and right, in accordance with all applicable laws, ordinances, rules, regulations, and orders (other than those of City), to issue General Airport Revenue Bonds, Junior Lien Obligations or Special Facility Revenue Bonds, City shall, pursuant to Section 8.02, diligently proceed to issue General Airport Revenue Bonds or Junior Lien Obligations (or, upon request of an Airline Party pursuant to Section 9.14, Special Facility Revenue Bonds, or both) in an amount sufficient to fund the cost of designing, constructing and equipping each Priority I Capital Project described in the Airport Development Plan, and to fund all related costs of issuance and associated financing costs, including but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations. City shall, pursuant to Section 8.01, use the proceeds of the sale of said bonds to design, construct and equip each Priority I Capital Project for which it has obtained all necessary governmental approvals. Without limiting the foregoing, City shall use its best efforts and employ every reasonable means to commence and complete each Priority I Capital Project for a cost which will not require obligations to be issued in excess of the amount required to pay the Airline-Funded Cost of such Priority I Capital Project. The highest possible priority will be given to the construction and equipping of those Capital Projects described in the Airport Development Plan constituting the expanded domestic Terminal Structure (including Terminal Building No. 1 (including the associated satellite concourse building) and all concourse extensions).

(c) Subject to the limitation contained in Section 9.07 on the amount of obligations which City may issue to fund the costs of Priority II Capital Projects, City may design, construct and equip Priority II Capital Projects at such times and on such schedules as it deems appropriate.

(d) Except in accordance with the provisions of Section 8.01(c), City shall not commence or cause to be commenced any construction on domestic concourse extensions prior to the earlier of (i) commencement of construction of the FIS Relocation Facility and Aircraft Parking Areas related thereto, and (ii) commencement of construction of Terminal

Building No. 1; provided, however, that nothing herein shall be construed to prevent or delay the commencement of the "Project" as defined in the Special Facility Use Agreement dated as of August 1, 1982 by and between City and Delta Air Lines, Inc.

Section 9.07 - Sources of Funds

(a) City's right to issue obligations, pursuant to Section 8.02, to fund the cost of Capital Projects included in the Airport Development Plan is limited to the right to issue obligations in an amount sufficient to fund, reimburse or refinance (i) the actual cost of designing, constructing and equipping Priority I Capital Projects, (ii) the Airline-Funded Costs of Priority II Capital Projects, and (iii) all related costs of issuance and associated financing costs, including but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing obligations issued pursuant to Article VIII.

(b) As of the Effective Date, City shall calculate a Funding Contingency Reserve for each Priority I Capital Project or component thereof equal to thirty percent (30%) of the Airline-Funded Cost of such Priority I Capital Project or component thereof. The Airline-Funded Costs for all Priority II Capital Projects, in the aggregate, shall be reduced by the aggregate amount of such Funding Contingency Reserves, as such reserves are adjusted from time to time pursuant to this Section 9.07, for all Priority I Capital Projects or components thereof. Such reduction in Airline-Funded Costs for Priority II Capital Projects shall be allocated and reallocated from time to time by City among the Priority II Capital Projects; provided, however, that no such allocation or reallocation shall have the result of reducing the Airline-Funded Cost of the Second Taxiway Bridge, identified in the Airport Development Plan as Capital Project AF-1(e).

(c) From time to time, City may request an Independent Architect or Engineer to estimate the total costs of designing, constructing and equipping a Priority I Capital Project or component thereof. Such Independent Architect or Engineer shall make use of awarded contracts and actual costs incurred for such project or component and shall make an estimate of the costs to be incurred under contracts yet to be awarded. In estimating costs under contracts to be awarded, the Independent Architect or Engineer shall inflate an estimate of current design, construction and equipping costs to the estimated midpoint of construction, in accordance with the procedure described in Section 9.08(b)(iii). If, at the time

of such estimate of total costs, the Independent Architect or Engineer determines that the dollar amount of awarded contracts and actual costs incurred for a Priority I Capital Project or component thereof constitutes seventy percent (70%) or more of the total estimated cost of such project or component thereof, such architect shall prepare a certificate for City setting forth his estimate of total costs (which costs shall herein be referred to as the "Contract Cost" for such project or component thereof) together with the bases for such estimate and an estimated construction schedule. City shall, within ten (10) days thereafter furnish the Airlines' Representative with a copy of such certificate, together with a notice of any adjustments City will make under this Section 9.07(c) to the Funding Contingency Reserves. In the event that, at the time of delivery of the certificate establishing the Contract Cost, the Contract Cost is greater than the Airline-Funded Cost for such project or component thereof, the Funding Contingency Reserve for such project or component shall be reduced (but not to less than zero) by the amount of any such excess. The amount, if any, remaining in the Funding Contingency Reserve for such Priority I Capital Project or component after the reduction, if any, described above shall be further reduced to an amount equal to ten percent (10%) of the greater of the Airline-Funded Cost or the Contract Cost. An amount equal to the amount, if any, by which the Funding Contingency Reserve is reduced pursuant to the preceding sentence may be allocated by City to increase the Airline-Funded Costs of any Priority II Capital Project or Projects.

(d) The actual cost of designing, constructing and equipping each Priority I Capital Project or component thereof ("Final Contract Cost") shall be finally determined and certified pursuant to Section 9.04(h). In the event that the Final Contract Cost is greater than the greater of the Airline-Funded Cost or the Contract Cost, the amount, if any, remaining in the Funding Contingency Reserve for such project or component, after the reduction, if any, pursuant to subsection (c) above, shall, upon notice to the Airlines' Representative, be further reduced (but not to less than zero) by the amount of any such excess. The amount, if any, remaining in the Funding Contingency Reserve for such Priority I Capital Project or component after the reduction, if any, described above may, upon notice to the Airlines' Representative, be allocated by City to increase the Airline-Funded Costs of any Priority II Capital Project or Projects.

(e) Upon determination of the Final Contract Cost pursuant to Section 9.07(d) of a Priority I Capital Project or component thereof, or upon a similar determination for a Priority II Capital Project or component thereof, City shall,

after consultation with the Airlines' Representative, increase the Airline-Funded Cost of any Priority II Capital Project or Projects by (i) any amount by which the Final Contract Cost of any Priority I Capital Project or component is less than the Airline-Funded Cost of such Priority I Capital Project or component, as adjusted only pursuant to Section 9.08, and (ii) any amount by which the actual cost of any Priority II Capital Project, or component, is less than the Airline-Funded Cost for such Priority II Capital Project.

(f) City, upon its determination that the cost of designing, constructing and equipping a Priority II Capital Project will exceed the Airline-Funded Cost, and upon notice given to Airline, may from time to time increase the Airline-Funded Cost of such Priority II Capital Project provided that the aggregate amount of all such increases shall not exceed five percent (5%) of the Airline-Funded Cost of such project, as adjusted only pursuant to Section 9.08.

(g) Nothing contained in this Section 9.07 shall be deemed to limit or affect the right and obligation of City to issue obligations pursuant to Section 8.02 and Section 9.06(b) to fund the actual cost of designing, constructing and equipping Priority I Capital Projects.

Section 9.08 - Price Level Adjustments

The amounts designated as the Airline-Funded Costs of the Capital Projects described in the Airport Development Plan are stated in mid-year 1982 dollars regardless of the projected year of construction. For the purpose of determining the limitation contained in Section 9.07(a) on the right of City to issue obligations and for the purpose of making the adjustments required by Sections 9.03(a), 9.06(b) and 9.07(a), (b), (c), (d), (e) and (f), 9.09 and 9.10, the Airline-Funded Costs of Priority I and Priority II Capital Projects, and the Funding Contingency Reserves for Priority I Capital Projects, shall be adjusted as follows:

(a) For the purposes of recognizing and allowing for increases or decreases in the cost of final design, construction and equipping of Capital Projects due to inflation or deflation, costs shall be updated to the date of actual expenditure or the projected mid-point of the Capital Project construction period, as appropriate, using the following cost indexes:

(i) Terminal Area and International Terminal Area - Building Cost Index (BCI) for the Chicago area published monthly by Engineering News - Record,

or any successor index thereto. (The mid-year 1982 BCI (1967=100) was stated as 314.24 (ENR/July 15, 1982, page 100).)

(ii) Airfield Area and Terminal Support Area - Construction Cost Index (CCI) for the Chicago area published monthly by Engineering News - Record, or any successor index thereto. (The mid-year 1982 CCI (1967=100) was stated as 338.45 (ENR/July 15, 1982, page 100).)

(b) The adjusted Airline-Funded Costs, and the Funding Contingency Reserve, of each Capital Project, or component thereof, shall be determined at the time of the establishment of the Contract Cost pursuant to Section 9.07(c) in accordance with the following procedures:

(i) With regard to the determination with respect to Airline-Funded Costs, any costs actually incurred as of the date of the establishment of the Contract Cost ("Actual Costs") shall be adjusted back to mid-year 1982 costs by dividing such Actual Costs by the sum of one (1) plus the percentage change, expressed to four (4) decimal places (e.g., 0.1225 for a 12.25% increase), in the appropriate cost index from mid-year 1982 to the mid-point month of the period during which such costs were actually incurred.

(ii) Airline-Funded Costs shall be reduced by the Actual Costs, as adjusted pursuant to subsection (i) above, and then adjusted forward to the date on which the Contract Cost is established by multiplying such amount by the sum of one (1) plus the percentage change, expressed to four (4) decimal places, in the appropriate cost index from mid-year 1982 to the month in which the Contract Cost is established.

(iii) The amount established pursuant to subsection (ii) above shall be further adjusted by multiplying such amount by the sum of (A) one (1) plus (B) the

percentage change, expressed to four (4) decimal places, in the appropriate cost index for the year preceding the establishment of the Contract Cost, divided by twelve (12) and multiplied by the number of months estimated by the Independent Architect or Engineer to be equal to the number of months from the date of the establishment of the Contract Cost to the mid-point month of the construction period.

(iv) The adjusted Airline-Funded Costs shall be the sum of (A) the Actual Costs plus (B) the amount established pursuant to subsection (iii) above.

(v) The Funding Contingency Reserve for a Capital Project or component thereof shall be adjusted by multiplying the original Funding Contingency Reserve by a fraction the numerator of which shall be the Airline-Funded Cost of such project or component thereof, adjusted pursuant to subsections (i) through (iv) above, and the denominator of which shall be the original Airline-Funded Cost of such project or component thereof.

(c) The adjusted Airline-Funded Cost and Funding Contingency Reserve of a Capital Project or of a component thereof shall be determined at the time of the establishment of the Final Contract Cost pursuant to Section 9.07(d) in accordance with the following procedures:

(i) Airline-Funded Costs shall be adjusted by multiplying each constituent part of such costs by the sum of one (1) plus the percentage increase, expressed to four (4) decimal places, in the appropriate cost index from mid-year 1982 to the mid-point months of the periods in which such costs or a constituent part of such costs included in the Final Contract Cost were actually incurred.

(ii) The Funding Contingency Reserve for a Capital Project or component thereof

shall be adjusted by multiplying the original Funding Contingency Reserve by a fraction the numerator of which shall be the Airline-Funded Cost of such project or component thereof, adjusted pursuant to subsection (i) above, and the denominator of which shall be the original Airline-Funded Cost of such project or component thereof.

Section 9.09 - Government Grants-in-Aid

City shall use its best efforts to obtain Government Grants-in-Aid for Capital Projects described in the Airport Development Plan; provided, however, that nothing contained herein shall be deemed to require City to seek any Government Grant-in-Aid for the FIS Relocation Facility or any Capital Project included in City's Phase I Environmental Assessment for the Airport approved by the FAA on July 22, 1982; and provided further, that nothing contained herein shall be deemed to limit the right of City to apply for or use Government Grants-in-Aid for capital projects at any airport functioning as a reliever airport for the Airport. The Airline-Funded Cost of a Capital Project or component thereof shall be reduced by an amount equal to the amount of any Government Grant-in-Aid used by City for such Capital Project; provided, however, that Government Grants-in-Aid used to fund all or a part of the cost of roadway improvements, as described in the Airport Development Plan, shall not reduce the Airline-Funded Costs of such Capital Projects (except that to the extent that the Airline-Funded Cost of a roadway improvement plus a Government Grant-in-Aid awarded for such roadway improvement exceeds the actual cost of such improvement, the Airline-Funded Costs of other roadway improvements included in the Airport Development Plan shall be reduced by the amount of such excess); and, provided further, that any Government Grants-in-Aid awarded to City prior to the Effective Date may be used by City for purposes other than for Capital Projects described in the Airport Development Plan.

Section 9.10 - Additional Costs

(a) Nothing contained in this Agreement shall be deemed to limit City from constructing any Priority II Capital Project for a cost in excess of the Airline-Funded Cost therefor; provided, however, that to the extent the cost of any Priority II Capital Project exceeds the Airline-Funded Cost therefor, City may not include any Debt Service (or any O & M Expenses to the extent that such Priority II Capital Project has been materially increased or changed in scope) attributable

to such excess in the calculation of Airport Fees and Charges without approval of a Majority-in-Interest.

(b) The size and Airline-Funded Cost of the Federal Inspection Service Facility portion of the International Terminal Area, as described in the Airport Development Plan, may be increased by a vote of those Airline Parties who paid sixty percent (60%) or more of total Federal Inspection Service Fees paid by all Airline Parties in the Fiscal Year immediately preceding the Fiscal Year in which the contractual commitment for construction of such Federal Inspection Service Facility is made by City.

Section 9.11 - Special Conditions

(a) Notwithstanding any other provisions of this Agreement, City shall not make or authorize any contractual commitment for the construction of, or commence construction of, any Capital Project described in the Airport Development Plan (other than those projects designated in the Airport Development Plan as being in either Category 1 or Category 2) until such time as:

(i) The Federal Aviation Administration has (1) amended the Federal Aviation Regulations (14 CFR Subpart K: High Density Traffic Airports, Sections 93.121 et seq.) to eliminate the limitations on and allocation of IFR operations ("slots") at the Airport, or (2) taken other action that produces the same operational effect as eliminating the restrictions on operations at the Airport caused by "slot" allocation and control under the Federal Aviation Regulations; one method by which such an operational effect may be produced would be to permit materially increased utilization by the Airline Parties of the Airport's actual airfield capability (such capability is estimated to be at least 165 operations per hour in 1983) on a first-come, first-served basis, or on a uniformly-applied, Federally-prescribed allocation basis, with no further substantive restrictions other than Federal air traffic control procedures identical or substantially similar to such procedures applicable to other major air carrier airports, such as Hartsfield-Atlanta International Airport, Dallas/Fort Worth Airport and Kansas City International Airport;

(ii) All necessary governmental approvals have been obtained for the construction of Terminal Building No. 1 (including the associated satellite concourse building); and

(iii) There are in effect Airport Use Agreements in which the aggregate number of square feet of premises designated as Additional Footage is not less than 530,000 square feet. For purposes of this Section 9.11(a)(iii), Additional Footage shall include the Additional Footage portion of an Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof.

(b) Notwithstanding any other provisions of this Agreement, City shall not make or authorize any contractual commitment for the construction of, or commence construction of, any Capital Project described in the Airport Development Plan (other than those projects designated in the Airport Development Plan as being in Category 1), unless, simultaneously therewith or prior thereto, a contractual commitment has been made for the design and construction, on a priority basis, of each of the Capital Projects designated in the Airport Development Plan as being in Category 1; provided, however, that nothing contained in this Section 9.11 shall preclude City (i) from satisfying its obligation to issue General Airport Revenue Bonds in an amount sufficient to reimburse Delta Air Lines, Inc. for the cost of "Common Improvements" (as defined in, and provided for in, the Special Facility Use Agreement, dated as of August 1, 1982 between Delta Air Lines, Inc. and City), the aggregate construction cost of which will not exceed $34,176,448, or (ii) from designing or constructing the "Project", as defined in said Special Facility Use Agreement, except that portion of the "Project" described in Exhibit B-6 of such agreement, or (iii) from financing the cost of such Project by the issuance of Special Facility Revenue Bonds pursuant to such Special Facility Use Agreement.

Section 9.12 - Authority to Issue Obligations to Fund Tenant Improvements

Subject to the provisions of Sections 8.02 and 8.04, and this Section 9.12, and except to the extent that an Airline Party has been reimbursed pursuant to Section 9.13, City may

issue General Airport Revenue Bonds or Junior Lien Obligations in an amount sufficient to pay, reimburse or refinance (a) the cost of tenant improvements to any Airline Party's Exclusive Use Premises, and (b) all related costs of issuance and associated financing costs, including, but not limited to, the cost of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations. Such General Airport Revenue Bonds or Junior Lien Obligations may be issued in an amount sufficient to provide proceeds of not more than $20.00 per square foot of any Phase II (and Phase III, if applicable) Exclusive Use Premises of any Airline Party which were not included in such Airline Party's Phase I (or Phase II, if applicable) Exclusive Use Premises. City may issue such General Airport Revenue Bonds or Junior Lien Obligations and make available the proceeds thereof to any Airline Party, upon the written request of such Airline Party and its written agreement to (i) pay the Debt Service on the General Airport Revenue Bonds or Junior Lien Obligations issued at such Airline Party's request, (ii) use the proceeds of such General Airport Revenue Bonds or Junior Lien Obligations to build, purchase or otherwise acquire such items of personal property or fixtures as are commonly in use at the Airport or at other comparable airports and as are not primarily identified with or usable only by such Airline Party, and (iii) assume all maintenance, operation and repair responsibilities for such improvements; provided, however, that City shall not issue General Airport Revenue Bonds or Junior Lien Obligations at the request of any Airline Party which is in default under its Airport Use Agreement or which cannot demonstrate, to the satisfaction of City, its ability to pay the Debt Service attributable to such obligations. Airline's obligation to pay Debt Service on General Airport Revenue Bonds or Junior Lien Obligations issued pursuant to this Section 9.12 shall be limited to (1) Debt Service on any such General Airport Revenue Bonds or Junior Lien Obligations issued at Airline's request and (2) a prorata share of Debt Service on any such General Airport Revenue Bonds or Junior Lien Obligations issued at another Airline Party's request as a result of such Debt Service being included in O & M Expenses upon such other Airline Party's default. Nothing in this Section 9.12 shall be construed as prohibiting any other means of financing tenant improvements for any Airline Party. Any tenant improvements financed pursuant to this Section 9.12 shall become and remain the property of City, and may not be removed by Airline from such premises.

Section 9.13 - Authority to Issue Obligations to Reimburse Certain Airlines for Relocation Costs

Subject to the provisions of Sections 8.02 and 8.04, City may determine that the relocation of various "Airline Parties" (as defined in the 1959 Airport Use Agreement, which, on the Effective Date, have 1959 Terminal Lease Agreements in effect) from one concourse to another is necessary to facilitate the Airport Development Plan and may, upon such determination, issue General Airport Revenue Bonds or Junior Lien Obligations in an amount sufficent to provide proceeds not in excess of an aggregate amount of $2,500,000, as adjusted pursuant to this Section 9.13, to pay the cost of relocating such "Airline Parties" and to pay the cost of preparing substitute space and facilities therefor ((a) excluding payment for unamortized improvements in vacated premises, payment for new aircraft loading bridges and devices and other movable equipment, fixtures and personalty, and (b) including payment for items such as new floor covering, wall covering and decorating consistent with such person's tenant finish standards at the Airport, new signs, the cost of relocating aircraft loading bridges and devices, wall partitions and other movable equipment, trade fixtures and personalty, the cost of the movement of communications equipment and the cost of the modification of fueling facilities); provided, however, that no such reimbursement shall be made to any such "Airline Party" who is acquiring any material increase in concourse footage at the time of such relocation; and provided, further, that no such reimbursement shall be made to any such "Airline Party" whose only relocation involves the relocation of holdrooms and, if appropriate, baggage handling facilities within the same concourse. The amount of $2,500,000 set forth in this Section 9.13 shall be adjusted by multiplying such amount by the sum of one (1) plus the percentage change, expressed to four (4) decimal places, in the cost index described in Section 9.08(a)(i) from mid-year 1982 to the mid-point of the periods in which the costs described herein are actually incurred.

Section 9.14 - Special Facility Improvements

In the event that an Airline Party elects to fund any Capital Project in the Airport Development Plan through the issuance of Special Facility Revenue Bonds for which such Airline Party has the unconditional obligation to make Debt Service payments, City shall enter into with such Airline Party a Special Facility Financing Arrangement having provisions identical or substantially similar to those provisions in the Special Facility Use Agreement dated as of August 1, 1982 between City and Delta Air Lines, Inc., governing (a) City's obligation to issue such bonds, and such Airline Party's right

to approve such bonds, (b) the design and construction supervision by such Airline Party, including "fast-track" construction procedures, (c) the reimbursement to such Airline Party for cost of "Common Improvements", as defined therein, (d) the refinancing of cost of Public Use Premises and Aircraft Parking Areas, and (e) credits to such Airline Party pursuant to Section 5.03(b) and Section 5.06(c) of this Agreement.

ARTICLE X

AIRPORT DEVELOPMENT FUND

Section 10.01 - Introduction

The provisions of this Article X govern the calculation of the Airport Development Fund payment requirement, and the uses and investment of moneys in the Airport Development Fund.

Section 10.02 - Airport Development Fund Payment Requirements

Beginning with the first Fiscal Year following the earlier to occur of (a) the Date of Beneficial Occupancy with respect to any Exclusive Use Premises in Terminal Building No. 1 and (b) December 31, 1989, and continuing for each Fiscal Year thereafter, there shall be included in the calculation of Airport Fees and Charges an amount equal to twenty percent (20%) of the amount by which Concession Revenues, as reflected in the Final Audit for such Fiscal Year, exceed Concession Revenues for the last full calendar year preceding the Effective Date (the "Airport Development Fund payment requirement"), which payment requirement shall be adjusted in accordance with Section 10.03.

Section 10.03 - Airport Development Fund Payment Requirement Adjustments

(a) In each Fiscal Year, the Airport Development Fund payment requirement, if any, shall be reduced, but not below zero, by an amount equal to fifty percent (50%) of the amount, if any, deposited by City into the Airport Fund or transferred to the Trustee for deposit into the Revenue Fund for such Fiscal Year from Net Revenues of the Land Support Area pursuant to Section 13.03.

(b) In each Fiscal Year, the Airport Development Fund payment requirement, if any, shall be reduced, but not below zero, by an amount equal to fifty percent (50%) of the amount, if any, deposited by City into the Airport Development Fund

from the Emergency Reserve Fund pursuant to subsection (a) of Section 11.03.

(c) In each Fiscal Year, the Airport Development Fund payment requirement, if any, shall be reduced, but not below zero, by the amount by which (i) any passenger facility charge or similar tax at the Airport collected by City during such Fiscal Year (net of the amount, if any, of expenses incurred by City in the imposition and collection of such a charge or tax), exceeds (ii) the amount, if any, of Federal government funding eliminated and replaced by such passenger facility charge or similar tax for such Fiscal Year, as measured by Government Grants-in-Aid under the Airport and Airway Development Act of 1970, as amended, supplemented, or superseded, from time to time, for the Airport in the Fiscal Year immediately preceding the Fiscal Year in which such passenger facility charge or similar tax is first imposed.

Section 10.04 - Payments out of Airport Development Fund

(a) City may make payments out of the Airport Development Fund for one or more of the following uses at or related to (i) the Airport, (ii) Chicago-Midway Airport and Merrill C. Meigs Field, if owned or operated by City as of the Effective Date, or (iii) any airport other than those described above owned or operated by City and approved by a Majority-in-Interest: (1) construction, improvement or repair of runways, taxiways or facilities incidental thereto; (2) installation and maintenance of navigational aids; (3) purchase of land for clear zones and runway and taxiway expansion; (4) aircraft parking areas used in common and not directly adjacent to any exclusive use facilities; (5) roadways, automobile parking lots and garages, and ground transportation systems; (6) heating and refrigeration facilities and other facilities related to utilities (except any such facilities which exclusively serve exclusive use facilities); and (7) improvements to any portion of any structure, which portion is not exclusively used by any person.

(b) Notwithstanding the foregoing, (i) with respect to any airport other than the Airport, payments may not be made out of the Airport Development Fund for improvements to passenger terminals or roadways, automobile parking lots and garages, or aircraft parking areas which directly serve passenger terminals, and (ii) with respect to the Airport and any other airport, payments may not be made out of the Airport Development Fund for any improvements which directly and exclusively benefit any person or persons in the Air Transportation Business.

(c) In the event there are, in any Fiscal Year, Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, or indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv) of any Airline Party, or rentals, charges and Federal Inspection Service Fees of any person engaged in the Air Transportation Business imposed for the use of the International Terminal Area, unpaid when due and reasonably deemed uncollectible by City after collection efforts have been undertaken in accordance with Section 16.03, and if amounts in the Emergency Reserve Fund available pursuant to Section 11.03(b) to pay such fees, charges and rentals have been exhausted, City shall make payments out of "Unobligated Funds", as below defined, in the Airport Development Fund to pay such fees, charges and rentals before including such fees, charges and rentals in the calculation of Airport Fees and Charges. "Unobligated Funds" means all funds in the Airport Development Fund in excess of the aggregate cost of all improvements to be funded from the Airport Development Fund pursuant to notice given in accordance with Section 8.03 or Majority-in-Interest approval granted in accordance with the procedure set forth in Section 8.06.

Section 10.05 - Investment of Airport Development Fund

Any balance in the Airport Development Fund shall be invested as deemed prudent by City. Any earnings from such investments shall become part of the Airport Development Fund and any losses shall be borne by such fund.

ARTICLE XI

EMERGENCY RESERVE FUND

Section 11.01 - Introduction

The provisions of this Article XI govern the calculation of the Emergency Reserve Fund payment requirement, and the uses and investment of moneys in the Emergency Reserve Fund.

Section 11.02 - Emergency Reserve Fund Payment Requirements

In each Fiscal Year during the period commencing with the Effective Date and ending on December 31, 1998, there shall be included in the calculation of Airport Fees and Charges an amount (the "Emergency Reserve Fund payment requirement") equal to the sum of the amounts which would have been included in "Airport Expense", as defined in the 1959 Airport Use Agreement, on account of depreciation and interest as set forth in subparagraphs (1)(b) and (c) of Section 15.07 of the 1959

Airport Use Agreement and in substantially similar agreements between City and other "Airline Parties," as defined in the 1959 Airport Use Agreement, for such Fiscal Year, had the 1959 Airport Use Agreement (and such other substantially similar agreements) remained in effect.

Section 11.03 - Payments Out of Emergency Reserve Fund

(a) Whenever the amount in the Emergency Reserve Fund exceeds $7,500,000, City shall make a payment out of the Emergency Reserve Fund in an amount equal to such excess into the Airport Development Fund.

(b) In the event there are, in any Fiscal Year, Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, or indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv) of any Airline Party, or rentals, charges and Federal Inspection Service Fees of any person engaged in the Air Transportation Business imposed for the use of the International Terminal Area, unpaid when due and reasonably deemed uncollectible by City after collection efforts have been undertaken in accordance with Section 16.03, City shall make payments out of the Emergency Reserve Fund to pay such fees, charges and rentals before including such fees, charges and rentals in the calculation of Airport Fees and Charges.

(c) In the event of any awards, judgments or settlements resulting from any of the events described in 19.01(a)(i), City shall make payments out of the Emergency Reserve Fund in respect of such awards, judgments or settlements (but only to the extent there are no proceeds of insurance available therefor) before including any amounts attributable thereto as O&M Expenses in the calculation of Airport Fees and Charges.

Section 11.04 - Investment of Emergency Reserve Fund

Any balance in the Emergency Reserve Fund shall be invested as deemed prudent by City. Subject to subsection (a) of Section 11.03, any earnings from such investments shall become part of the Emergency Reserve Fund and any losses shall be borne by such fund.

ARTICLE XII

TERMINAL SUPPORT AREA

Section 12.01 - Calculation of Net Revenues or Net Deficit of Terminal Support Area

The Net Revenues, or in the case of a negative number, the Net Deficit, of the Terminal Support Area shall equal:

(a) Non-Use Agreement Revenues of the Terminal Support Area identified in accordance with Section 6.02 and Section 13.03; minus

(b) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the Terminal Support Area in accordance with Section 6.01; minus

(c) O & M Expenses of the Terminal Support Area identified in accordance with Section 6.02.

ARTICLE XIII

LAND SUPPORT AREA

Section 13.01 - Land Support Area Income and Expenses; Use and Development

(a) Except as provided in Sections 13.03 and 13.04, the calculation of Airport Fees and Charges shall not include any costs, expenses or revenues of the Land Support Area.

(b) The Fueling System Lease Agreement at the Airport dated as of January 1, 1959, the Lockheed Fuel Services Agreement dated as of February 1, 1960, and any leases between City and Airline (or any subsidiary or affiliate of Airline) described in Exhibit M attached hereto of facilities in the Land Support Area shall, if in effect on the Effective Date, be renewed for a term equal to the term of this Agreement (except as otherwise provided in subsection (c) of this Section 13.01) on the same terms and conditions as are in effect on the Effective Date.

(c) Any lease described in Exhibit M for a cargo facility to be replaced as part of the Airport Development Plan shall terminate pursuant to a reasonable schedule established by City as part of its implementation of the Airport Development Plan. At least one year prior to such termination, (i) City shall pay to Airline "Replacement Cost", as below defined, for Airline's leasehold interest in any such cargo facility, and (ii) City shall make available to Airline a site in the Land Support Area for a new cargo facility at least equal in size to the area being surrendered that is used by Airline for (1) the cargo building, (2) employee parking, (3) truck maneuvering areas, and (4) parking adjacent to the building for cargo handling equipment (the "Replacement Site"),

excluding, however, all areas used for aircraft parking. City shall submit to Airline a new cargo facility ground lease for the Replacement Site (1) having a term beginning with the earlier of (A) the completion of Airline's replacement facilities (as certified by the Independent Architect or Engineer) and (B) one year following the date that the Replacement Site is made available to Airline, (2) having a ground rental at a rate equal to the rate provided for under the lease surrendered by Airline, (3) containing to the extent possible the same terms and conditions included in the surrendered lease, and (4) granting rights to exclusive and non-exclusive aircraft parking apron at least equal in size to any exclusive and non-exclusive aircraft parking apron available to Airline for the facility to be replaced. For the purpose of this subsection (c), "Replacement Cost" for such leasehold interest shall mean Airline's prorata share of the total Airline-Funded Costs of Capital Projects TA-8(a) and (b), and IT-5(a) and (b). Airline's prorata share shall be a fraction, the numerator of which shall be the number of square feet of leased building premises in the facility to be replaced, and the denominator of which shall be the total number of square feet of leased building premises in all facilities described in the description of Capital Projects TA-8 and IT-5 as facilities to be replaced.

(d) City shall not remove or permit to be removed any concession located in another Cost-Revenue Center in order to relocate such concession in the Land Support Area. City shall not induce any prospective concession operator to locate in the Land Support Area rather than in another Cost-Revenue Center. In no event shall any car or vehicle rental concession be located in the Land Support Area. City shall not charge rates for any public parking facility operated in the Land Support Area below the lowest rates charged for public parking facilities in the Terminal Support Area. Nothing contained in this Article XIII shall be construed to relieve City of its obligation to maximize Concession Revenues pursuant to Section 16.01(c).

(e) Subject to subsection (d) of Section 13.01 and Section 13.04, City may use and develop the Land Support Area (including the air rights designated on Exhibit G attached hereto) in any manner whatsoever; provided, however, that (i) no such use or development shall materially adversely affect the operation or development of the Airport or the rights or obligations of Airline hereunder, and (ii) those portions of the Land Support Area designated on Exhibit G attached hereto as Aviation Related Land Use Areas shall be used or developed only for purposes related to the functions of the Airport.

Section 13.02 - Net Revenues of the Land Support Area

The Net Revenues of the Land Support Area for any Fiscal Year shall equal, in the case of a positive number:

(a) All amounts received or receivable directly or indirectly by City, for such Fiscal Year, for the use of, with respect to, or from the operation of, the Land Support Area; minus

(b) Principal payments, interest payments, fund deposits and all other associated financing costs, for such Fiscal Year, of the Land Support Area; minus

(c) O&M Expenses, for such Fiscal Year, of the Land Support Area identified in accordance with Section 6.02.

City shall separately account for that portion of the Land Support Area as described in Section 13.04.

Section 13.03 - Deposit Into Airport Development Fund; Credit to Terminal Support Area

With regard to that portion of the Land Support Area other than the portion described in Section 13.04, City shall, for each Fiscal Year, deposit into the Airport Fund, or, when the pledge of Revenues under the General Airport Revenue Bond Ordinance is in effect, transfer to the Trustee for deposit into the Revenue Fund, in either case for subsequent deposit into the Airport Development Fund, an amount equal to fifty percent (50%) of the Net Revenues, if any, of such portion of the Land Support Area for such Fiscal Year, determined in accordance with Section 13.02; provided, however, that, to the extent that such fifty percent (50%) of the Net Revenues of such portion of the Land Support Area exceeds twice the Airport Development Fund payment requirement established pursuant to Section 10.02, one-half (1/2) of such excess shall be paid out of the Airport Fund or Revenue Fund, as the case may be, into the Airport Development Fund and one-half (1/2) of such excess shall be Non-Use Agreement Revenues of the Terminal Support Area.

Section 13.04 - Central Parking Area

(a) The air rights over the area designated in Exhibit G as "Central Parking Area" shall be part of the Land Support Area but City shall not develop such air rights unless it first (i) submits to the Airline Parties a description of the development plan for such area including an analysis of

costs and a construction schedule in sufficient detail to enable the Airline Parties to make an informed judgment thereon and (ii) receives approval of a Majority-in-Interest for such development plan; provided, however, that Majority-in-Interest approval may be withheld only if such development (1) will materially adversely affect the availability of automobile and other vehicle parking for users of the Terminal Area, (2) will materially adversely affect the operation of the Ground Transportation System, (3) will materially adversely affect the safety or operation of the Airport, (4) will violate any Federal or state law, rule or regulation relating to the operation of the Airport, or (5) will increase Airport Fees and Charges.

(b) City shall, for each Fiscal Year, deposit into the Airport Fund or, if the pledge of Revenues under the General Airport Revenue Bond Ordinance is then in effect, transfer to the Trustee for deposit into the Revenue Fund, an amount equal to fifty percent (50%) of the Net Revenues, if any, for such Fiscal Year, from the development of the air rights over the Central Parking Area. Such amount, if any, shall be Non-Use Agreement Revenues of the Terminal Area.

ARTICLE XIV

INTERNATIONAL TERMINAL AREA

Section 14.01 - Fees and Charges

City shall use its best efforts to induce each person engaged in the Air Transportation Business which leases premises in the International Terminal Area to execute an airport use agreement which (a) has a term of not less than ten (10) years, and (b) requires the payment of such rentals and charges as, when aggregated together with other Non-Use Agreement Revenues of the International Terminal Area (including Federal Inspection Service Fees) and Terminal Support Area Net Revenues, if any, allocated to the International Terminal Area, will be sufficient to pay for Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the International Terminal Area, O&M Expenses of the International Terminal Area, and Terminal Support Area Net Deficit, if any, allocated to the International Terminal Area. In any event, City shall impose rentals, charges and Federal Inspection Services Fees on any person engaged in the Air Transportation Business leasing premises in, or using the Federal Inspection Service Facility portion of, the International Terminal Area, sufficient to cover such person's prorata share of the

foregoing costs and expenses based upon such person's use of the International Terminal Area.

Section 14.02 - Calculation of Net Revenues or Net Deficit of International Terminal Area

The Net Revenues, or in the case of a negative number, the Net Deficit, of the International Terminal Area shall equal:

(a) Non-Use Agreement Revenues of the International Terminal Area identified in accordance with Section 6.02, including rentals, charges and Federal Inspection Service Fees paid to City by users of the International Terminal Area (except late payments collected and applied in accordance with Section 16.03(b));

plus

(b) Net Revenues, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the International Terminal Area;

plus

(c) Any amounts paid, as a result of a default by a user of the International Terminal Area, out of the Airport Development Fund in accordance with Section 10.04(c) or out of the Emergency Reserve Fund in accordance with Section 11.03(b);

minus

(d) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the International Terminal Area in accordance with Section 6.01;

minus

(e) O&M Expenses of the International Terminal Area identified in accordance with Section 6.02;

minus

(f) Net Deficit, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the International Terminal Area.

ARTICLE XV

RESPONSIBILITIES OF AIRLINE

Section 15.01 - Maintenance, Replacement and Repair

(a) Airline shall, in accordance with Exhibit N attached hereto, be responsible for and shall perform or cause to be performed, maintenance and repair of its Exclusive Use Premises, and shall clean and keep clear of debris Airline's Aircraft Parking Areas. Airline shall, at all times:

(i) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;

(ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs and inside painting, such repairs and painting by Airline to be of a quality and class not inferior to the original material and workmanship;

(iii) Control all of its vehicular traffic in the Airport, take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and

(iv) Either directly or through an independent contractor (which independent contractor shall obtain a City permit, the issuance of which shall not be unreasonably withheld), dispose of its garbage, debris and other waste materials (excluding snow and ice).

(b) If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Airline requires work to be performed near an active Taxiway or Runway or where safety of Airport operations might be involved, Airline shall post guards or erect barriers or other safeguards, approved by the Commissioner, at such locations.

Section 15.02 - Modifications to Exclusive Use Premises

(a) Airline may, from time to time, install additional facilities and improvements and modify or expand existing facilities or improvements in its Exclusive Use Premises. Before entering into any contract for such work, Airline shall first submit to the Commissioner for his prior written approval a construction application together with complete plans and specifications of the proposed work. If requested by the Commissioner, Airline shall require the contractor to furnish a performance bond and payment bond, approved as to form and substance by the Commissioner. The approval of the construction application and plans and specifications shall not be unreasonably withheld.

(b) Airline shall, and shall include in all construction contracts a provision requiring the contractor to, indemnify, hold harmless and defend City, its officers, agents and employees against losses (except to the extent such losses are caused by City's negligence), occasioned by death, injury to persons or damage to property, arising out of or in connection with the performance of construction work, against the risk of loss or damage to the construction prior to the completion thereof, and against losses resulting from claims and demands by third persons arising out of the performance of the construction work; and Airline shall provide, or shall require the contractor to provide, liability insurance covering the foregoing. Airline shall also include in any construction contract such provisions as may reasonably be required by the Commissioner relating to the operation of the contractor at the Airport.

(c) All work performed by Airline or its contractor, including all workmanship and materials, shall be of acceptable quality and shall be performed in accordance with the plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner, or his authorized representative, at any time.

(d) Airline shall deliver to the Commissioner "as built" drawings of the work performed by it and shall keep such drawings current showing any changes or modifications made in or to its Exclusive Use Premises.

(e) Airline shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen and others for all work performed and for materials furnished for or on account of Airline.

Section 15.03 - Taxes, Licenses and Permits

Airline shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by it hereunder.

Section 15.04 - Installation of Machinery and Equipment

Airline may, from time to time, in its sole discretion and at its own expense, install machinery, equipment and other personal property in its Exclusive Use Premises which may be attached or affixed to, but shall not become a part of, the Exclusive Use Premises. Subject to the provisions of Section 9.12, all such machinery, equipment and other personal property shall remain the sole property of Airline and may be removed by Airline at any time, in its sole discretion and at its own expense; provided, however, that any damage resulting from any such removal shall be repaired by Airline at its own expense. City shall not have any interest in or landlord's lien on any such machinery, equipment or personal property, and such machinery, equipment and personal property shall be identified as the property of Airline.

Section 15.05 - Liens Prohibited

Airline shall keep its Exclusive Use Premises and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline; provided, however, that Airline may in good faith contest the validity of any lien.

Section 15.06 - Performance by City upon Failure of Airline

If Airline fails to perform, for a period of thirty (30) days after written notice from City, any obligation required by this Article XV, City may perform such obligation of Airline, and charge Airline for the cost to City of such performance; provided, however, that if Airline's failure to perform any such obligation endangers the safety of operations at the Airport and City so states in its notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge Airline for its costs of such performance.

Section 15.07 - Airline Books and Records

Airline shall maintain at its office in Chicago, Illinois, or at the Airport, books, records and accounts relevant to the determination of any Landing Fees, Terminal Area Use Charges and Federal Inspection Fees, if any, payable by it, or if such books, records and accounts are not maintained at such office, it shall promptly furnish the Commissioner and the City Comptroller of City with all information reasonably requested by them with respect to such books, records and accounts. The Commissioner and the City Comptroller of City, and such persons as may be designated by them, shall have the right, at all reasonable times, to examine, make copies of, and take extracts from such books, records and accounts.

Section 15.08 - Airline to Maintain its Corporate Existence; Conditions Under Which Exceptions Permitted

Airline shall maintain its corporate existence, shall not dissolve or otherwise dispose of all or substantially all of its assets, and shall not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it, unless the surviving, resulting or transferee corporation, as the case may be, (a) expressly assumes in writing all of the obligations of Airline hereunder, (b) is qualified to do business in the State of Illinois, and (c) if such corporation is not organized and existing under the laws of the United States of America or any State or Territory thereof or the District of Columbia, delivers to City an irrevocable consent to service of process in, and to the jurisdiction of the courts of, the State of Illinois with respect to any action or suit, at law or in equity, brought by City to enforce this Agreement.

Section 15.09 - Qualification in the State of Illinois

Airline warrants that it is, and throughout the term of this Agreement it (or the surviving, resulting or transferee corporation permitted by Section 15.08) will continue to be, duly qualified to do business in the State of Illinois.

ARTICLE XVI

OBLIGATIONS OF CITY

Section 16.01 - Operation and Maintenance of Airport

(a) City shall, in accordance with Exhibit N attached hereto, operate, maintain and keep in good repair, and expend

such amounts for O&M Expenses as shall be reasonable and necessary therefor, all of the areas and facilities of the Airport, except as specifically excepted by Section 15.01.

(b) City shall operate and maintain the Airport, and any other airport for which City makes payments out of funds in the Airport Development Fund, in a reasonably prudent manner and in accordance with the rules, regulations and orders of any Federal or State agency having jurisdiction with respect thereto.

(c) City shall operate the Airport and lease space to concessionaires in a manner so as to produce, subject to the provisions of this Agreement, Concession Revenues of a nature and amount which would be produced by a reasonably prudent airport operator and to maximize such Concession Revenues to the extent reasonably practicable. At least forty-five (45) days before any concession agreement is entered into between City and any concessionaire with respect to the use of any space or facilities at the Airport (excluding the Land Support Area), City shall furnish Airline with a copy of such proposed agreement, along with a general description of the expected impact, if any, on Airline's use of its Exclusive Use Premises. The Commissioner shall give due consideration to any comments submitted in a timely manner by Airline on such proposed agreement, and shall, if requested by Airline, meet with Airline to discuss the expected impact, if any, on Airline's use of its Exclusive Use Premises.

(d) City shall impose a landing fee on each Fee Landing, which landing fee shall be calculated on the basis of a landing fee rate not less than the Landing Fee Rate then in effect.

(e) City shall supply adequate lighting for the Airport, including adequate landing lights, floodlights, beacons and other field lighting.

(f) City shall use its best efforts to keep the Airport open and in operation for landings and take-offs of aircraft of any type designed to use facilities similar to those at the Airport. In such regard, City shall employ or cause to be employed construction, reconstruction and repair techniques (including supervision and construction management) which will minimize Airport operational delays or disruption reasonably expected to result from such construction, reconstruction or repair. Except as otherwise provided in Section 15.01, City shall take all actions necessary to keep the Terminal Area, the Airfield Area, and the Terminal Support Area clear of snow, ice, debris, vegetation and other foreign matter.

(g) City shall maintain "as built" drawings of all improvements hereafter constructed at the Airport, which drawings shall be available to Airline for inspection at any reasonable time.

(h) City shall pay all taxes or special assessments which may be levied or assessed upon the premises leased hereunder; provided, however, that the foregoing shall not apply to any taxes on any personal property or leasehold of Airline located on such premises.

(i) City shall maintain order at the Airport.

Section 16.02 - Performance by Airline upon Failure of City

If City fails to perform, for a period of thirty (30) days after written notice from Airline, any obligation required by Section 16.01(a), Airline may, but is not required to, perform, by itself or jointly with any other Airline Parties, such obligation of City, and charge City for the cost to Airline of such performance; provided, however, that if City's failure to perform any such obligation endangers the safety of Airline's operation at the Airport and Airline so states in its notice to City, Airline may perform, by itself or jointly with any other Airline Parties, such obligation of City at any time after the giving of such notice and charge City for its costs of such performance; and, provided further, that in either event, Airline shall not deduct any such cost from any amounts due hereunder or under any other agreement between Airline and City relating to the Airport. City shall not be liable to Airline for any loss of revenues to Airline resulting from any of City's acts, omissions or negligence in maintaining and operating the Airport.

Section 16.03 - Pursuit of Remedies Against Defaulting Airline Parties and International Terminal Area Users

(a) A default by any Airline Party in the payment of Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, or indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv), or a default in the payment of rentals, charges or Federal Inspection Service Fees imposed on any person engaged in the Air Transportation Business for the use of the International Terminal Area, may, if not cured, result in a greater amount of Terminal Area Use Charges and Landing Fees payable by Airline than would otherwise have been required. Accordingly, City shall diligently pursue all appropriate remedies against any such defaulting Airline Party or International Terminal Area user on behalf of and for the benefit of the non-defaulting Airline Parties, including

Airline, and shall give due consideration to any comments submitted to City by Airline with respect to the pursuit of such remedies.

(b) Any fees, charges or rentals collected by City from a defaulting Airline Party or International Terminal Area user shall be paid in the following manner:

(i) first, prorata, to each non-defaulting Airline Party to the extent such Airline Party paid such fees, charges or rentals;

(ii) next, to the Airport Development Fund to the extent amounts from such fund were used to pay such fees, charges or rentals;

(iii) then, the remainder, if any, to the Emergency Reserve Fund to the extent amounts from such fund were used to pay such fees, charges or rentals.

(c) At the election of Airline Parties who have paid more than fifty percent (50%) of the amount owed by any defaulting Airline Party or International Terminal Area user hereunder, such Airline Parties shall become subrogated to City's rights against such person, and may assume the prosecution of, and responsibility for pursuing, City's remedies against such defaulting person. In the event of such election, City shall fully cooperate with the Airline Parties assuming the prosecution of such remedies, and any amount recovered shall be distributed as provided in subsection (b) above.

ARTICLE XVII

RULES AND REGULATIONS; COMPLIANCE WITH LAWS

Section 17.01 - Rules and Regulations

(a) Airline shall comply, and shall use its best efforts to cause its passengers, guests, invitees, and independent contractors to comply, with all Rules and Regulations governing the conduct and operation of the Airport, promulgated from time to time by the Commissioner, which are neither (i) inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to

the Airport, nor (ii) inconsistent with the rules, regulations or orders of any Federal or State agency having jurisdiction with respect thereto.

(b) Nothing herein shall be construed to prevent Airline from contesting in good faith any Rule or Regulation of the Airport, without being considered in breach hereof so long as such contest is diligently commenced and prosecuted by Airline. Airline shall be excused from complying with any Rule or Regulation of the Airport during any such contest unless the Commissioner reasonably determines that failure to comply with such Rule or Regulation constitutes a health or safety hazard to users of the Airport.

(c) City shall supply Airline with five (5) sets of City's current Rules and Regulations. Except in cases of emergency, no Rule or Regulation shall be applicable to Airline until Airline has been given fifteen (15) days' notice of the adoption thereof.

Section 17.02 - Compliance with Laws

City and Airline shall comply with all applicable Federal, state and local laws, codes, regulations, ordinances, rules and orders; provided, however, that City or Airline may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by City or Airline, as the case may be.

ARTICLE XVIII

EXERCISE BY CITY OF GOVERNMENTAL FUNCTIONS

Section 18.01 - Governmental Functions

(a) Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Airline hereunder.

(b) City shall have no control over the rates, fares or charges that Airline may prescribe in connection with the conduct of its Air Transportation Business.

Section 18.02 - No Authority to Conduct Ground Transportation Business

Except as provided in Section 3.04(b) nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport. City shall have the right to grant such franchise, license, permit or consent to any person other than a person in the Air Transportation Business.

ARTICLE XIX

INDEMNITY, INSURANCE AND CONDEMNATION

Section 19.01 - Indemnity

(a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (i) below, in each case, arising out of the following (except to the extent caused by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds therefor; provided, however, that if and to the extent City fails to maintain the insurance required hereunder, then Airline shall not be obligated under this Section 19.01(a) to pay City to the extent of insurance proceeds which City would have received if it had maintained such insurance:

(i) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport (other than the Land Support Area) for the landing and taking-off of aircraft, provided that any liabilities of Airline and all other Airline Parties under this Section 19.01(a)(i) shall be treated as O&M Expenses

and shall be allocated to the Airfield Area, and Airline shall have no responsibility for any such liabilities beyond its responsibility to pay rentals, charges and fees pursuant to Article V;

(ii) Airline's use or occupancy of the Airport (other than any use or occupancy covered by subsection (a)(i) of this Section 19.01) or non-use (if such non-use is contrary to Airline's obligations hereunder) of any premises demised to Airline hereunder;

(iii) The condition of Airline's Exclusive Use Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or

(iv) The violation by Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline (except as provided in the next sentence) shall assume and have full responsibility for the defense or settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. In the event any of the suits or actions covered by subsection (a)(i) above occur, the following shall apply: (i) the defense of such suits or actions including the employment of counsel, shall be assumed by all Airline Parties and conducted as directed by a Majority-in-Interest, and (ii) all expenses, including attorneys' fees, settlements and judgments shall be

paid by City and included in O&M Expenses and shall be allocated to the Airfield Area. City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Section 19.02 - Insurance Maintained by Airline

Airline shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the Air Transportation Business.

Section 19.03 - Insurance Maintained by City

City shall maintain, or cause to be maintained, insurance with respect to the Airport (except the Land Support Area) against such casualties and contingencies and in amounts not less than is reasonably prudent. Such policies of insurance shall name City and the Trustee, if any, as co-assureds as their interests may appear. Without limiting the foregoing, City shall maintain, or cause to be maintained, the following insurance with respect to the Airport (except the Land Support Area):

(a) Insurance against loss or damage under a policy or policies covering such risks as are ordinarily insured against by reasonably prudent operators of airports, including without limiting the generality of the foregoing, fire, lightning, windstorm, hail, floods, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage with vandalism and malicious mischief endorsements, and all-risk coverage, limited only as may be provided in the standard form, if any, of such endorsements at the time in use in the State of Illinois. Such insurance shall be maintained in an amount not less than the full insurable replacement value of the insured premises. No policy of insurance shall be written such that the proceeds thereof will produce less, by reason of co-insurance provisions or otherwise, than the full insurable replacement value of the insured premises. Full insurable replacement value of any insured premises shall be deemed to equal the actual replacement cost of the premises, and shall be determined from time to time, but not less frequently than once every three years, by an architect, contractor, appraiser or appraisal company or one of the insurers, in any case, selected by City. In the event that such determination of full insurable replacement value indicates that any premises in the Airport

(other than the Land Support Area) are underinsured, City shall forthwith secure the necessary additional insurance coverage.

(b) Comprehensive general public liability insurance including blanket contractual liability and personal injury liability (with employee exclusion deleted), and on-premises automobile insurance including owned, non-owned and hired automobiles used and operated by City, protecting City against liability for injuries to persons and property arising out of the existence or operation of the Airport (except the Land Support Area) in limits as follows: for personal injury and bodily injury, $100,000,000 for each occurrence and $100,000,000 annual aggregate; and for property damage, $100,000,000 for each occurrence and $100,000,000 annual aggregate.

(c) Boiler or pressure vessel explosion insurance with coverage on a replacement cost basis as provided in subsection (a) of this Section 19.03 for property damage, but any such policy may have a deductible amount not exceeding $10,000. No such policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the first sentence of this subsection (c) by reason of co-insurance provisions or otherwise.

(d) Each policy of insurance maintained by City under this Section 19.03 shall contain a waiver of subrogation in favor of City and Airline on the part of the insurer.

(e) If, at any time, City is obligated under any other agreement then in effect between City and Airline to provide, with respect to premises at the Airport, insurance of the nature and in not less than the amounts described in this Section 19.03, then the provisions of this Section 19.03 shall be subject to the applicable provisions of such other agreement.

(f) City shall, upon request of a Majority-in-Interest, purchase policies of insurance which are additional, in scope or amount of coverage, to those policies described in this Article XIX.

(g) City shall furnish to Airlines' Representative copies of any notices received by City or the Trustee covering any of matters contained in this Article XIX.

Section 19.04 - Use of Insurance Proceeds

(a) If Airline's Exclusive Use Premises or Airline's Aircraft Parking Area, or any portion thereof, are damaged or destroyed by fire or other casualty, City, after consultation with Airline, shall, to the extent of proceeds of insurance

received with respect to such premises, forthwith repair, reconstruct and restore (subject to unavoidable delays) the damaged or destroyed premises to (i) substantially the same condition, character and utility value (based upon the plans and specifications for such premises, subject to then-existing Airport building standards) as existed prior to the event causing such damage or destruction, or (ii) such other condition, character and value as may be agreed upon by City and Airline. If no obligations issued pursuant to Article VIII are then outstanding, and if Airline's Exclusive Use Premises, or any portion thereof, are rendered untenantable by reason of such damage or destruction, then, unless City provides Airline with alternative Exclusive Use Premises substantially equivalent to those rendered untenantable, Airline shall be entitled to a prorata abatement of its Terminal Area Rentals and Terminal Area Use Charges until Airline's Exclusive Use Premises are restored pursuant to this Section 19.04(a).

(b) If any part of the Airport other than Exclusive Use Premises, Aircraft Parking Areas and Land Support Area are damaged or destroyed by fire or other casualty, City, after consultation with Airlines' Representative, shall, to the extent of proceeds of insurance received with respect to such premises, forthwith repair, reconstruct and restore (subject to unavoidable delays) the damaged or destroyed premises to (i) substantially the same condition, character and utility value (based upon the plans and specifications for such premises, subject to then-existing building standards) as existed prior to the event causing such damage or destruction, (ii) or such other condition, character and value as may be agreed upon by City and a Majority-in-Interest.

(c) If the net proceeds of insurance received on account of damage to or destruction of any premises are in excess of the amount necessary to repair, reconstruct and restore such premises, the amount of such excess shall be treated as Non-Use Agreement Revenues of the CRC in which such premises are located.

(d) City may issue, pursuant to Sections 8.02 and 8.04, obligations to fund, or reimburse Delta Air Lines, Inc., or another Airline Party for, any "Insurance Deficiency" as defined in, and pursuant to the Special Facility Use Agreement by and between Delta Air Lines, Inc. and City dated as of August 1, 1982, or pursuant to any identical or substantially similar provision in any other special facility agreement entered into by City and any Airline Party pursuant to Section 9.14.

Section 19.05 - Condemnation

(a) City and Airline shall cooperate in the handling of any prospective or pending condemnation proceedings with respect to Airline's Exclusive Use Premises or Airline's Aircraft Parking Area.

(b) Any condemnation or taking of such a substantial part of Airline's Exclusive Use Premises or Airline's Aircraft Parking Area that results in such premises being unsuitable, or the use thereof being economically unfeasible, is herein referred to as a "Total Taking." In the event of a taking of any Airline's Exclusive Use Premises or Aircraft Parking Area other than a Total Taking (a "Partial Taking"), this Agreement shall remain in effect and, if the net proceeds of any award received by City on account of such Partial Taking are sufficient for the purpose, City, after consultation with Airline, shall forthwith (subject to unavoidable delays) apply such net proceeds to the restoration or replacement of the premises so taken as nearly as possible to (i) such condition, character and utility value (based upon the plans and specifications, subject to then-existing Airport building standards) as existed prior to such Partial Taking, or (ii) to such other condition, character and value as may be agreed upon by City and such Airline Party.

(c) In the event of a Partial Taking with respect to any Airline Party or Airline Parties, if the net proceeds of any award received by City on account of such Partial Taking are insufficient to restore or replace the premises so taken, as provided above, so long as City has the right and power to issue General Airport Revenue Bonds or Junior Lien Obligations, City shall nevertheless restore or replace (subject to unavoidable delays) the premises subject to such Partial Taking, and may issue General Airport Revenue Bonds or Junior Lien Obligations and pay the cost of the deficiency (the "Condemnation Award Deficiency") from the proceeds of such issuance. The Debt Service on General Airport Revenue Bonds or Junior Lien Obligations issued to fund the amount of a Condemnation Award shall be allocated in accordance with Section 6.01 and shall be included in the computation of Airport Fees and Charges.

(d) In the event that prior to the Effective Date, any Airline Party had funded a Condemnation Award Deficiency and under the terms of any agreement then in effect between City and such Airline Party such funding is to be treated as a loan by such Airline Party to City, then as soon as reasonably practicable after the Effective Date, so long as City shall have the power and right to issue General Airport Revenue Bonds or

Junior Lien Obligations, City shall issue General Airport Revenue Bonds or Junior Lien Obligations in an amount sufficient (i) to reimburse such Airline Party for the amount of any such Condemnation Award Deficiency so funded, and (ii) to pay such Airline Party the amount of any interest expense actually incurred by it, and not previously paid to such Airline Party by City, with respect to such Condemnation Award Deficiency. The Debt Service on such General Airport Revenue Bonds or Junior Lien Obligations shall be allocated in accordance with Section 6.01 and included in the computation of Airport Fees and Charges.

(e) If for any reason the net proceeds of an award received by City on account of the condemnation or taking of any premises are in excess of the amount necessary to restore or replace such premises, the amount of such excess shall be treated as Non-Use Agreement Revenues of the CRC in which such premises are located.

(f) In the event of a Total Taking of any Airline Party's Exclusive Use Premises or Aircraft Parking Area, the following shall apply:

(i) Such Airline Party shall receive such portion of the net proceeds received by City on account of such taking as is attributable to such Airline Party's non-removable tenant finishes and equipment; and

(ii) At the election of such Airline Party, such Airline Party may:

(1) terminate this Agreement, in which event the remaining net proceeds received by City on account of such taking shall be used first to redeem General Airport Revenue Bonds or Junior Lien Obligations, if any, and then shall be paid to City; or

(2) require City to construct new Exclusive Use Premises or Aircraft Parking Area for such Airline Party at a mutually agreeable location on the Airport, in which event the net proceeds received by City on account of such taking shall be applied to the construction of such new facilities and any deficiency or excess shall be handled in the same manner as a deficiency or excess with respect to a Partial Taking.

ARTICLE XX

BOOKS AND RECORDS OF CITY

Section 20.01 - City Books and Records

City shall follow such procedures and keep and maintain such books, records and accounts as may be necessary or appropriate under the provisions of this Agreement or of the General Airport Revenue Bond Ordinance. Such books, records and accounts shall contain all items affecting the computation of Airport Fees and Charges, recorded in accordance with generally accepted accounting principles. Airline shall have the right, at any reasonable time and at its own expense, to examine, make copies of, and take extracts from such books, records and accounts.

ARTICLE XXI

QUIET ENJOYMENT

Section 21.01 - Covenant of Quiet Enjoyment

Upon the payment by Airline of all Landing Fees, Terminal Area Rentals and Terminal Area Use Charges properly charged to Airline and the performance of the covenants and agreements on the part of Airline to be performed hereunder, Airline shall peaceably have and enjoy the premises, appurtenances, facilities, licenses and privileges granted herein.

ARTICLE XXII

SUBLEASE AND ASSIGNMENT

Section 22.01 - Sublease and Assignment of Exclusive Use Premises

(a) Airline may sublet or assign its Exclusive Use Premises, in whole or in part, to another person in the Air Transportation Business, subject, however, to each of the following conditions:

(i) No sublease or assignment shall relieve Airline from primary liability for any of its obligations hereunder, and Airline shall continue to remain primarily liable for payment of the Terminal Area Rentals and Terminal Area Use Charges established hereunder and for the payment, performance and

observance of its other obligations and agreements herein provided; and

(ii) Any sublease or assignment of less than all of Airline's Exclusive Use Premises shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld; and any sublease or assignment of all of Airline's Exclusive Use Premises (other than an assignment made to a surviving, resulting or transferee corporation which meets all of the criteria set forth in Section 15.08) shall be subject to the prior approval of the City Council of City.

(b) Within thirty (30) days following the execution and delivery thereof, Airline shall furnish City with a copy of each sublease or assignment entered into by Airline pursuant to this Section 22.01.

Section 22.02 - Assignment by City

City may assign, in accordance with the General Airport Revenue Bond Ordinance, if applicable, and with the terms of this Agreement, certain of its interests in and pledge certain revenues and receipts under this Agreement as security for payment of the principal of, premium, if any, and interest on obligations issued pursuant to Section 8.02.

ARTICLE XXIII

TRANSITION

Section 23.01 - Transfer of Funds

On the Effective Date, City shall transfer any cash balances, including any accrued interest thereon, derived from the operation by City of the Airport (other than funds in the "Emergency Reserve Account" as defined in and created under the 1959 Airport Use Agreement), and on hand as of the Effective Date, into the Airport Fund; provided, however, that any such funds on hand which, prior to the Effective Date, have been approved by a "Majority-in-Interest" (as defined in the 1959 Airport Use Agreement) for use for Capital Projects shall be transferred into the Special Capital Projects Fund.

Section 23.02 - Fiscal Year Preceding Effective Date

City shall treat the period from the date of the end of the last full Airport fiscal year under the 1959 Airport Use Agreement to the Effective Date as a full Fiscal Year of the Airport, and shall prepare an audit and accounting of fees and charges for such period. Any amounts owed to or by Airline for such period shall be treated as charges or credits, as the case may be, with respect to Airline's Terminal Area Use Charges hereunder.

Section 23.03 - Fiscal Year Beginning With Effective Date

City shall treat the period from the Effective Date to the last day of the Fiscal Year in which the Effective Date falls as a full Fiscal Year.

ARTICLE XXIV

TERMINATION BY CITY

Section 24.01 - Events of Default Defined

Each of the following shall be an "Event of Default" under this Agreement:

(a) The failure by Airline to pay any Landing Fees, Terminal Area Rentals, or Terminal Area Use Charges required to be paid hereunder at the times specified herein;

(b) The dissolution or liquidation of Airline, provided, however, that the term "dissolution or liquidation of Airline," as used in this subsection, shall not be construed to include the cessation of the corporate existence of Airline resulting either from a merger or consolidation of Airline into or with another corporation or a dissolution or liquidation of Airline following a transfer of all or substantially all of its assets as an entirety, if the conditions permitting such actions contained in Section 15.08 are met;

(c) The admission by Airline of insolvency or bankruptcy or the inability of Airline to pay its debts as they mature, or the failure by Airline to pay its debts as such debts become due, or the making by Airline of an assignment for the benefit of creditors or the application by Airline for or the consent to the appointment of a trustee, custodian or receiver for Airline, or for the major part of its property;

(d) The appointment of a trustee, custodian or receiver for Airline or for the major part of its property without discharge thereof within thirty (30) days after such appointment;

(e) The institution by or against Airline of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under any chapter of the Federal Bankruptcy Code, as amended, or other proceedings for relief under bankruptcy law or similar law for the relief of debtors (other than bankruptcy proceedings instituted by Airline against third parties), and if instituted against Airline, the allowance against Airline or the consent thereto by Airline, or the failure by Airline to have such proceedings dismissed, stayed or otherwise nullified within thirty (30) days after such institution;

(f) The abandonment by Airline of its Air Transportation Business at the Airport for reasons other than strike or force majeure; or

(g) The failure by Airline to observe and perform any covenant, condition or agreement in this Agreement on the part of Airline to be observed or performed, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to Airline by City, unless City agrees in writing to an extension of such time prior to its expiration; provided, however, that any such failure which can be cured but which cannot with due diligence be cured within such thirty (30) day period shall not constitute an Event of Default if corrective action is instituted by Airline within the applicable period and diligently pursued until the failure is corrected.

Section 24.02 - Remedies on Default

Whenever an Event of Default has occurred and is continuing, City, to the extent permitted by law and upon written notice to Airline, may, subject to the provisions of any other Agreement then in effect between Airline and City, take any one or more of the following remedial steps:

(a) City may terminate this Agreement and exclude Airline from possession of its Exclusive Use Premises;

(b) City may, without terminating this Agreement, exclude Airline from possession of its Exclusive Use Premises, and use reasonable efforts to lease the Exclusive Use Premises to another for the account of Airline, holding Airline liable for all Landing Fees, Terminal Area Rentals and Terminal Area

Use Charges and other payments due up to the effective date of such leasing and for the excess, if any, of the Terminal Area Rentals and Terminal Area Use Charges and other amounts payable by Airline under this Agreement for the remainder of the term of this Agreement over the rentals and other amounts which are payable by such new airline under such new agreement; and

(c) City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect Landing Fees, Terminal Area Rentals and Terminal Area Use Charges and any other amounts payable by Airline hereunder then due and thereafter to become due, or to enforce the performance and observance of any obligation, agreement or covenant of Airline under this Agreement.

Section 24.03 - No Remedy Exclusive

No remedy conferred upon or reserved to City in this Agreement shall be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or nowor hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy it has under this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Section 24.04 - Agreement to Pay Attorneys' Fees and Expenses

In the event Airline defaults under this Agreement and City employs attorneys or incurs other expenses for the collection of Landing Fees, Terminal Area Rentals or Terminal Area Use Charges or the enforcement or performance or observance of any obligation or agreement on the part of Airline herein contained, Airline shall, on demand, pay to City the reasonable fees and expenses of such attorneys and such other expenses so incurred by City.

ARTICLE XXV

TERMINATION BY AIRLINE

Section 25.01 - Termination by Airline

At any time when no obligations issued pursuant to Article VIII are outstanding, and if Airline is not then in

default in the payment of any amount due from it to City hereunder, Airline may terminate this Agreement by giving City sixty (60) days' advance notice upon or after the happening and during the continuance of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in the conduct of its Air Transportation Business, and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least ninety (90) days;

(b) The issuance of any order, rule or regulation or the taking of any action by any Federal or State agency having jurisdiction with respect to the Airport, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least ninety (90) days, Airline's use of the Airport in the conduct of its Air Transportation Business; provided, however, that none of the foregoing is due to any fault of Airline;

(c) The default by City in the performance of any covenant or agreement required to be performed by City herein, and the failure by City to remedy such default after written notice thereof has been delivered to City, unless (i) City takes prompt action to remedy such default, within a period of thirty (30) days after receipt from Airline of such notice, or (ii) in the case of any such failure which cannot with due diligence be cured within such thirty (30) day period, if City takes corrective action within the sixty (60) day period and diligently pursues such action until the failure is cured; or

(d) The substantial restriction of City's operation of the Airport by action of any Federal or State agency having jurisdiction with respect thereto, and the continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

Section 25.02 - Certain Other Agreements Terminated Upon Termination of this Agreement

Upon the termination of this Agreement, by expiration of its term or otherwise, all agreements and leases entered into between Airline and City identified on Exhibit M shall likewise be terminated, except to the extent that any such agreements have been extended by City and Airline subsequent to the Effective Date.

Section 25.03 - No Remedy Exclusive

No remedy conferred upon or reserved to Airline in this Agreement shall be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Airline to exercise any remedy it has under this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

ARTICLE XXVI

EQUAL OPPORTUNITY

Section 26.01 - Equal Opportunity

Airline agrees that in performing under this Agreement it shall neither discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor commit an unfair employment practice.

Airline will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

Airline agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Section 26.01. Airline further agrees that this clause will be incorporated in all contracts entered into with any suppliers of materials or furnishers of services, contractors and subcontractors, and all labor organizations, which furnish skilled, unskilled and craft union skilled labor, or which may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as

modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1979, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1979, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1979, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1979, CH. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, CH. 198. 7A); and the provisions of 41 CFR Chapter 60, and Part 21, Regulations of the Office of the Secretary of Transportation.

To demonstrate compliance, Airline will furnish, and will obligate its contractors and subcontractors to furnish, such reports and information as is reasonably requested by the Chicago Commission on Human Relations.

Section 26.02 - Non-Discrimination

This Agreement involves the use of or access to space on, over or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Airline shall use the premises in compliance with all other requirements imposed by or pursuant to regulations of the Department of Transportation.

Section 26.03 - Prohibition Against Exclusive Rights

It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of 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 City reserves the

right to grant to others the privileges and right of conducting any one or all activities of an aeronautical nature.

Section 26.04 - Non-Discrimination in Furnishing Services

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

Section 26.05 - Affirmative Action

Airline assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE XXVII

MISCELLANEOUS

Section 27.01 - Parity of Treatment

City shall not hereafter grant to any person engaged in the Air Transportation Business in competition with Airline any rights or privileges at the Airport of a character or on a basis more favorable to such person than those granted or available to Airline, and the effect of which is to place Airline at a competitive disadvantage.

Section 27.02 - Notices

All notices to City provided for herein shall be in writing and shall be sent by registered mail, postage prepaid, addressed to the Commissioner of the Department of Aviation of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline, and shall be deemed given when so mailed.

All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline, _____, or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 27.03 - Severability

In the event any covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, Article, Section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained.

Section 27.04 - No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

Section 27.05 - Termination of Certain Other Agreements on Effective Date; Amendments

On the Effective Date, this Agreement shall supersede the 1959 Airport Use Agreement, the 1959 Terminal Lease Agreement, and any other agreement, written or oral, between City and Airline relating to the Airport, other than the Fueling System Lease Agreement at the Airport dated as of January 1, 1959, the Lockheed Fuel Services Agreement dated as of February 1, 1960, the Special Facility Use Agreement by and between Delta Air Lines, Inc. and City dated as of August 1, 1982, and those agreements set forth in Exhibit M hereto; provided, however, that any rights and obligations with regard to rentals, charges or fees paid or payable under the 1959 Airport Use Agreement and the 1959 Terminal Lease Agreement accrued as of the Effective Date shall remain in effect. Except as otherwise expressly provided, this Agreement may be amended only in a writing signed by City and Airline.

Section 27.06 - Distribution of Funds upon Termination

All amounts remaining in the Emergency Reserve Fund and the Airport Development Fund at the termination of this Agreement and all other Airport Use Agreements shall be transferred by City into its corporate fund. All amounts remaining in any other funds created under this Agreement shall be used by City for the purposes for which such funds were

created so long as the Airport is used by any Airline Party for the operation of an Air Transportation Business.

Section 27.07 - No Abatement or Set-off

Airline shall not abate, suspend, postpone, set-off or discontinue any payments of Terminal Area Rentals, Terminal Area Use Charges or Landing Fees which it is obligated to pay hereunder. Nothing contained in this Section 27.07 shall release City from the performance of any of its obligations under this Agreement. In the event City fails to perform any of its obligations herein contained, Airline may institute such action against City as Airline deems necessary to compel performance, so long as such action does not abrogate Airline's obligations to make such payments unless a court of competent jurisdiction determines otherwise in a final, unappealable order or in an order for which the time for appeal has elapsed and no appeal has been taken.

Section 27.08 - Provisions Relating to Special Facility Agreement

(a) If Airline is obligated, at any time, to make payments of interest on, premium, if any, and principal of Special Facility Revenue Bonds, then the following shall apply:

(i) If, while any such bonds are outstanding, the agreement creating and governing such obligation of Airline (the "Special Facility Agreement") terminates or is terminated for any reason, whether or not in accordance with its terms, then this Agreement shall likewise terminate; provided, however, that nothing herein shall be deemed to terminate this Agreement if such Special Facility Agreement terminates or is terminated when no such Special Facility Revenue Bonds are outstanding; and provided further, that neither this Agreement nor any such Special Facility Agreement shall be terminated by virtue of the issuance of obligations thereunder for the refunding or refinancing of any such bonds.

(ii) Airline's continued rights to use and occupy its Exclusive Use Premises shall be conditioned upon the performance and observance by Airline of its covenants and agreements in the Special Facility Agreement; provided, however, that such condition shall not be deemed to be violated unless any period established in such Special Facility Agreement for curing any failure to perform or to

observe such covenants and agreements have expired without such failure being cured.

(b) In the event that Airline and City are parties to a Special Facility Agreement dated prior to the date of execution of this Agreement, it is the understanding and agreement of City and Airline that City would not have demised and let any Exclusive Use Premises to Airline hereunder if Airline had not heretofore undertaken the duties and obligations required to be performed and observed by the Airline under the terms of such Special Facility Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Agreement to be executed on its behalf by its _____ President and its _____ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

CITY OF CHICAGO

_____
Mayor

Attest:

_____
City Clerk

Approved:

_____
Comptroller

Approved:

_____
Corporation Counsel

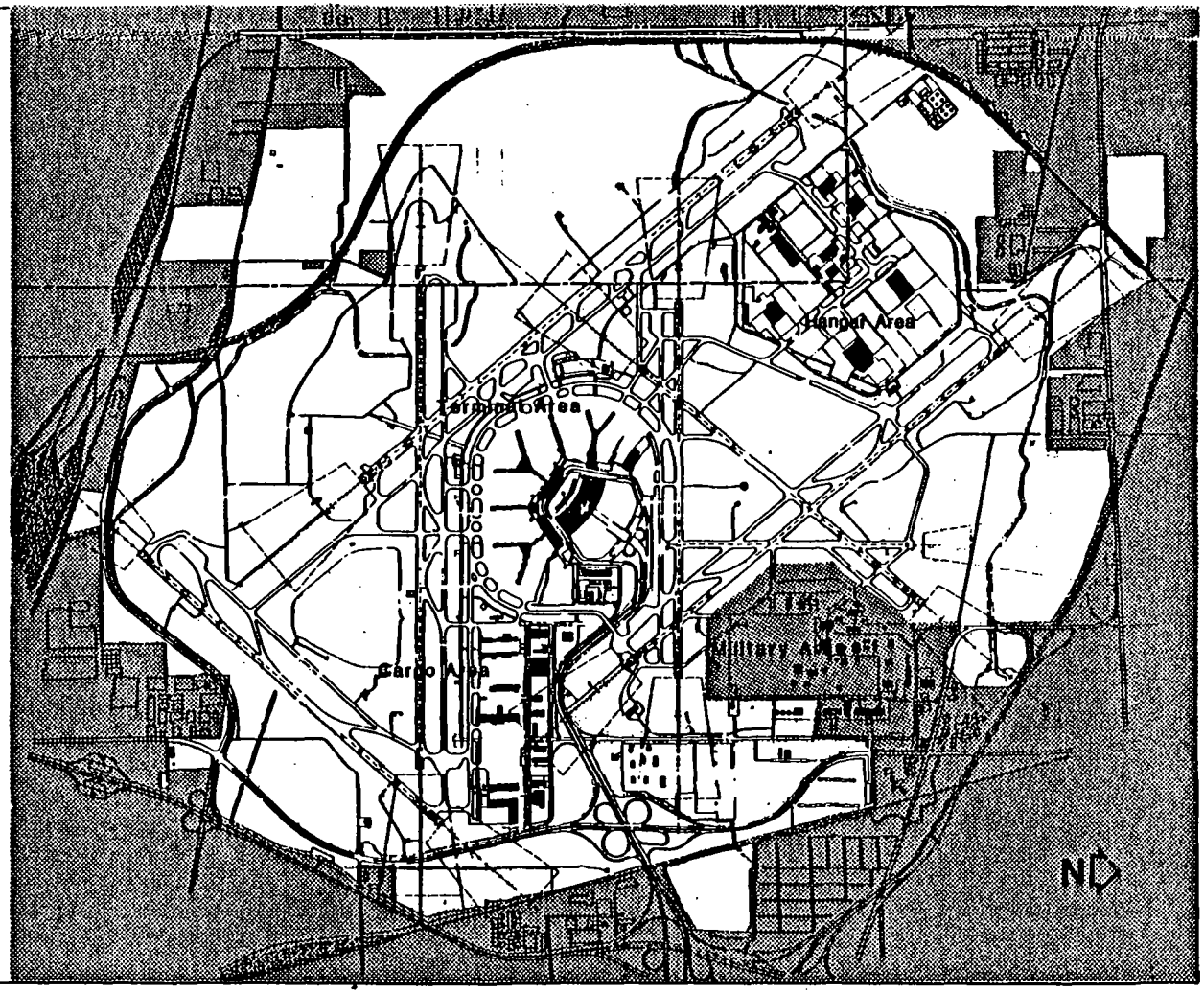
_____

By: _____
_____ President

Attest:

_____
_____ Secretary

12.7.82



CHICAGO O'HARE INTERNATIONAL AIRPORT

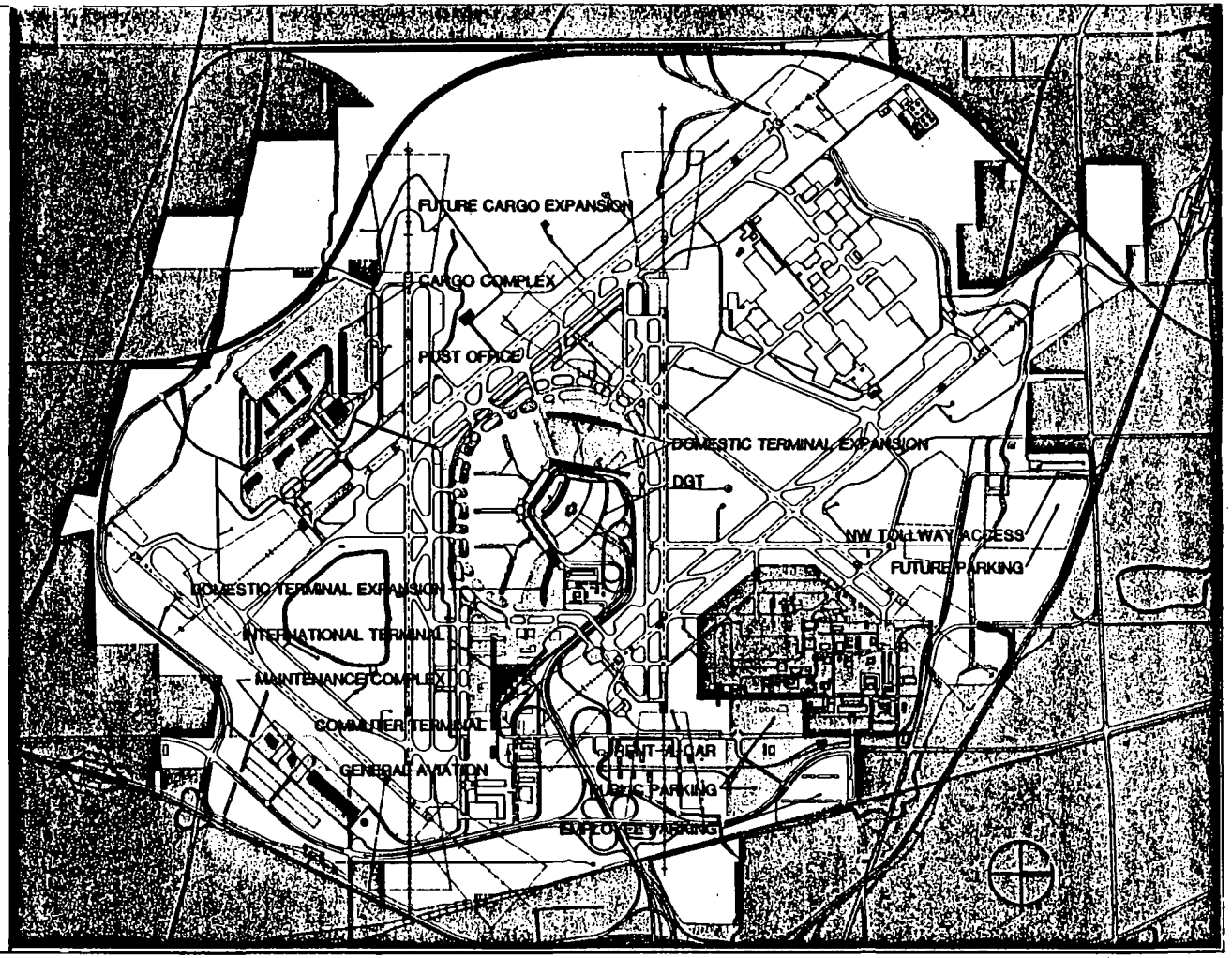
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

CHICAGO-O'HARE INTERNATIONAL AIRPORT
EXISTING CONDITIONS

EXHIBIT A

1.17.83



CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

AIRPORT DEVELOPMENT PLAN

EXHIBIT B

AIRPORT DEVELOPMENT PLAN

COST REVENUE CENTER (CRC) AIRLINE FUNDED SUMMARY

	FUNDING PRIORITY I	FUNDING PRIORITY II	AIRLINE FUNDED TOTALS
Airfield (AF):	$167,514,134	$124,647,336	$292,161,470
Terminal Area (TA):	$218,892,556	$82,656,362	$301,548,918
Terminal Support (TS):	$15,940,108	$149,402,002	$165,342,110
International Terminal (IT):	$298,080	$80,649,422	$80,947,502
TOTALS	$402,644,878	$437,355,122	$840,000,000

COST REVENUE CENTER (CRC) CATEGORY SUMMARY

	CATEGORY 1	CATEGORY 2	TOTALS
Airfield (AF):	$29,943,774	$12,607,704	$42,551,478
Terminal Area (TA):	$18,960,480	$2,799,360	$21,759,840
Terminal Support (TS):	$0	$43,766,491	$43,766,491
International Terminal (IT):	$0	$298,080	$298,080
TOTALS	$48,904,254	$59,471,635	$108,375,889

AIRFIELD CRC (AF)

12.7.82

AIRFIELD CRC CAPITAL PROJECTS

AF-1. Extension Runway 27R

AF-2. Extension Runway/Taxiway 9L

AF-3. 32L/9R Parallel Taxiways

AF-4. 14R/32L Parallel Taxiways

AF-5. Inner/Outer Taxiway F thru H Relocation

AF-6. Inner/Outer Taxiway B/C Relocation

AF-7. Utility Relocations B/C Apron

AF-8. Inner/Outer Taxiway K/L Relocation

AF-9. B/C Apron

AF-10. Concourse L Apron

AF-11. Cargo Apron Replacement

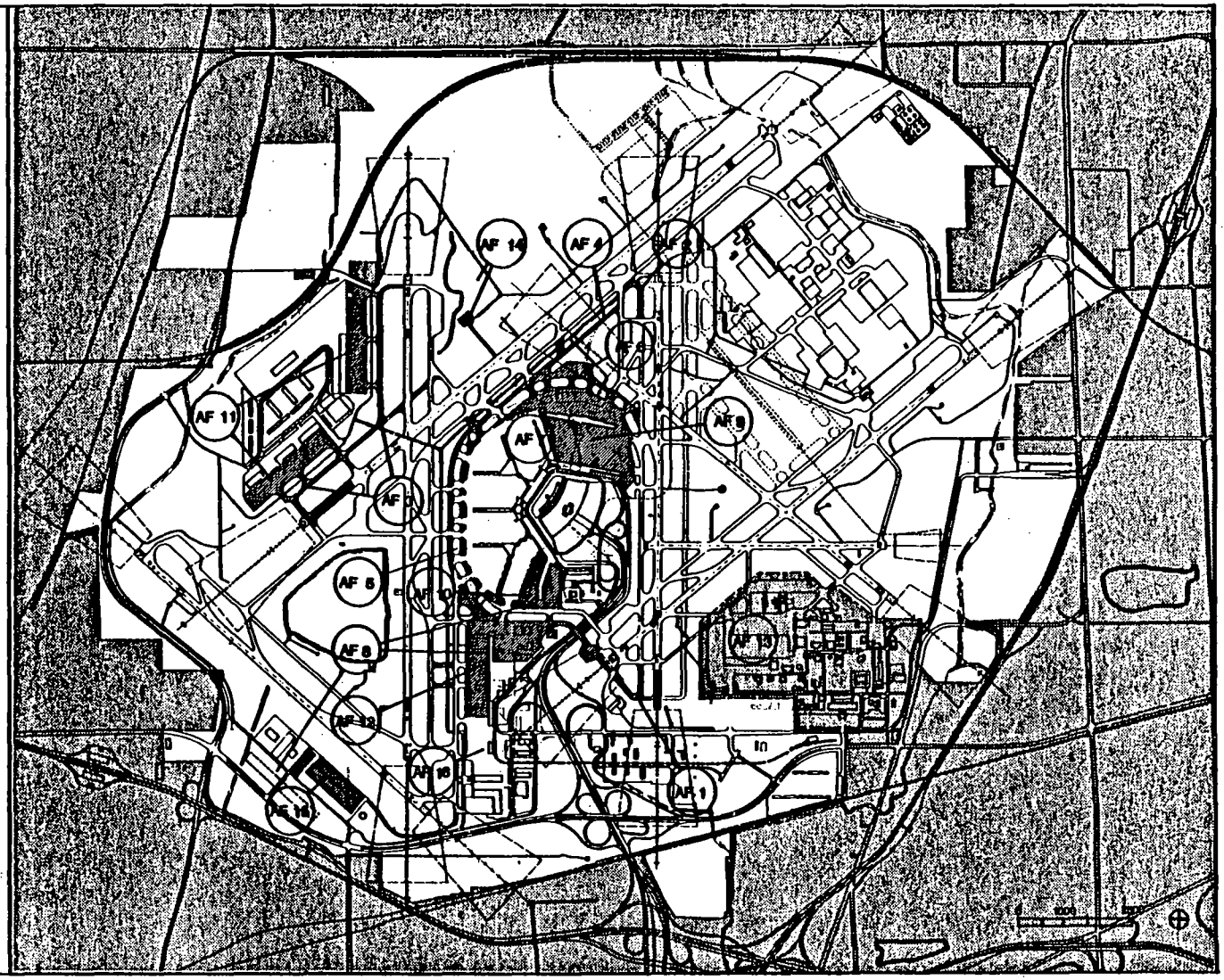
AF-12. International and Commuter Apron

AF-13. Military Site Acquisition

AF-14. Replacement CFR Station #1

AF-15. Airport Maintenance Complex

AF-16. General Aviation Apron



CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Rapinchi Commissioner of Aviation Jerome A. Shiller Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

AIRPORT DEVELOPMENT PLAN
AIRFIELD COST REVENUE CENTER

EXHIBIT B 1A

AIRPORT DEVELOPMENT PLAN

SUMMARY SHEET (1/17/83)

		CATEGORY 1	CATEGORY 2	FUNDING PRIORITY I	AIRLINE FUNDED TOTALS
AIRFIELD CRC CAPITAL PROJECTS					
AF-1.	Extension Runway 27R				$26,986,019
AF-2.	Extension Runway/ Taxiway 9L				$1,844,748
AF-3.	32L/9R Parallel Taxiways				$17,124,788
AF-4.	14R/32L Parallel Taxiways				$6,876,306
AF-5.	Inner/Outer Taxiway F thru H Relocation			$31,950,815	$31,950,815
AF-6.	Inner/Outer Taxiway B/C Relocation Taxiway Relocation Work			$19,975,572	$23,329,944
AF-7.	Utility Relocations B/C Apron			$9,661,373	$9,661,373
AF-8.	Inner/Outer Taxiway K/L Relocation			$25,451,401	$25,451,401
	AF-8a Inner/Outer Taxiway		$9,299,340		
	AF-8b Demolition of Existing Flight Kitchens and Maintenance Building	$284,377			
	AF-8c Site Preparation Southeast Services Area	$12,559,320			
	AF-8d Aircraft Parking Area		$3,308,364		
AF-9.	B/C Apron			$40,954,086	$40,954,086
AF-10.	Concourse L Apron			$13,855,330	$13,855,330

AIRPORT DEVELOPMENT PLAN

SUMMARY SHEET (1/17/83)

		CATEGORY 1	CATEGORY 2	FUNDING PRIORITY I	AIRLINE FUNDED TOTALS
AIRFIELD CRC CAPITAL PROJECTS (Con't)					
AF-11.	Cargo Apron Replacement				$31,838,400
AF-12.	International and Commuter Apron				$20,550,024
AF-13.	Military Site Acquisition				$16,072,679
AF-14.	Replacement CFR Station #1			$8,565,480	$8,565,480
AF-15.	Airport Maintenance Complex	$17,100,077		$17,100,077	$17,100,077
AF-16.	General Aviation Apron				$0
	TOTALS	$29,943,774	$12,607,704	$167,514,134	$292,161,470

AIRPORT DEVELOPMENT PLAN

Number: AF-1 Date: 1/17/83

Name: Extension Runway 27R

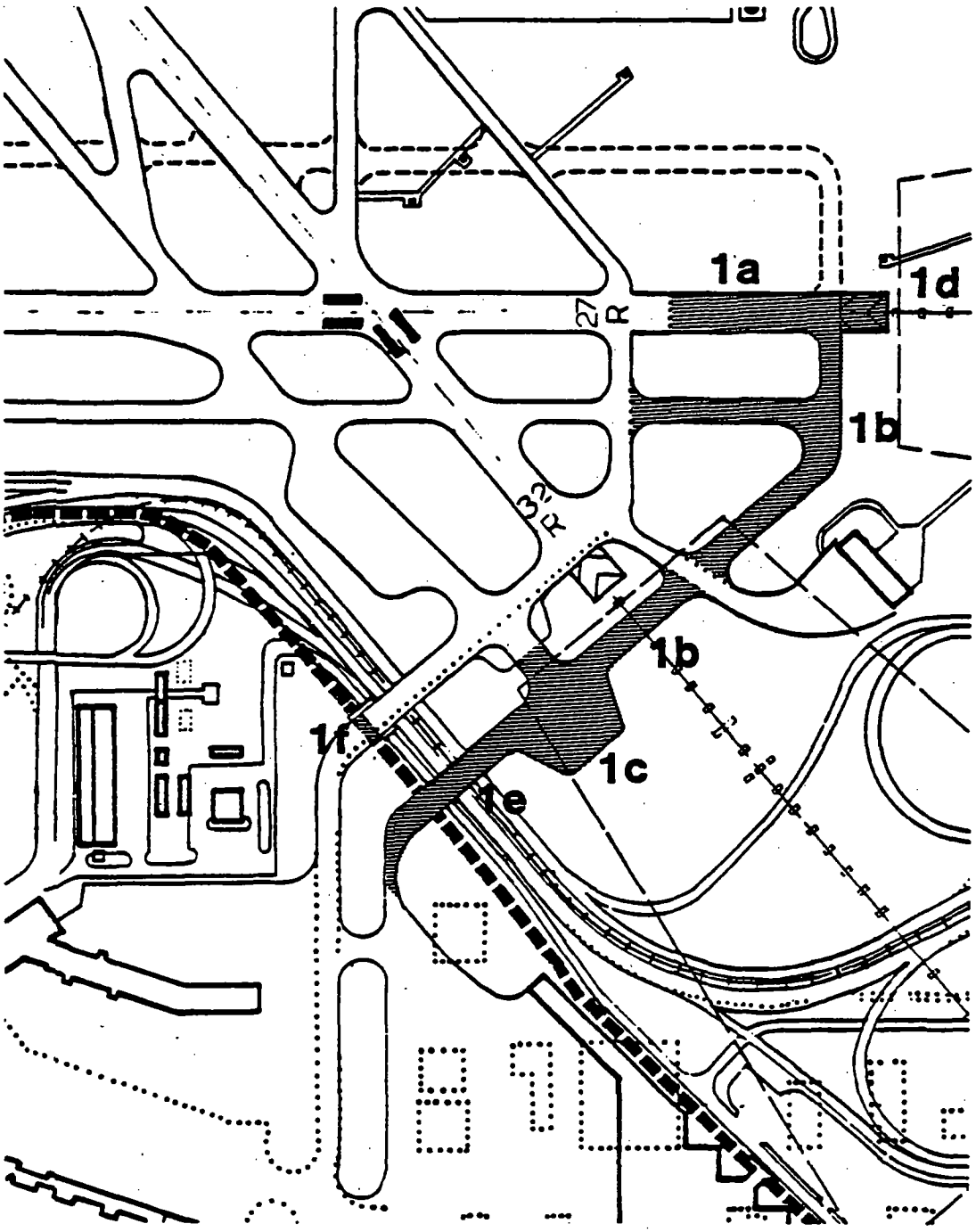
Airline Funded Total: $26,986,019

Components	Airline Funded Cost	Estimated Constr. Start	Complete	Funding Priority
a. Extension of Runway 27R	$2,372,895	7/85	12/85	II
b. Associated Taxiway Construction	$9,054,715	7/85	12/86	II
c. New Hold For Pad Runway 32R	$1,402,353	6/86	11/86	II
d. NAVAIDS Relocation For Runway 27R	$916,056	4/86	9/86	II
e. Second Taxiway Bridge	$10,000,000	7/85	5/86	II
f. DGT Tunnel @ Existing Bridge	$3,240,000	9/84	12/84	II

Project Scope:

This project includes a 790 foot extension to Runway 27R, construction of new taxiways to provide aircraft access to the new runway threshold, as well as the relocation of related facilities. In addition, a second taxiway bridge located 350 feet centerline to centerline southeast of the existing bridge taxiway and the construction of a tunnel section under the south approach to the existing bridge for DGT system right of way are included.

AIRPORT DEVELOPMENT PLAN



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Extension Of Runway 27R

AF-1

AIRPORT DEVELOPMENT PLAN

Number: AF-2 Date: 1/17/83

Name: Extension Runway/Taxiway 9L

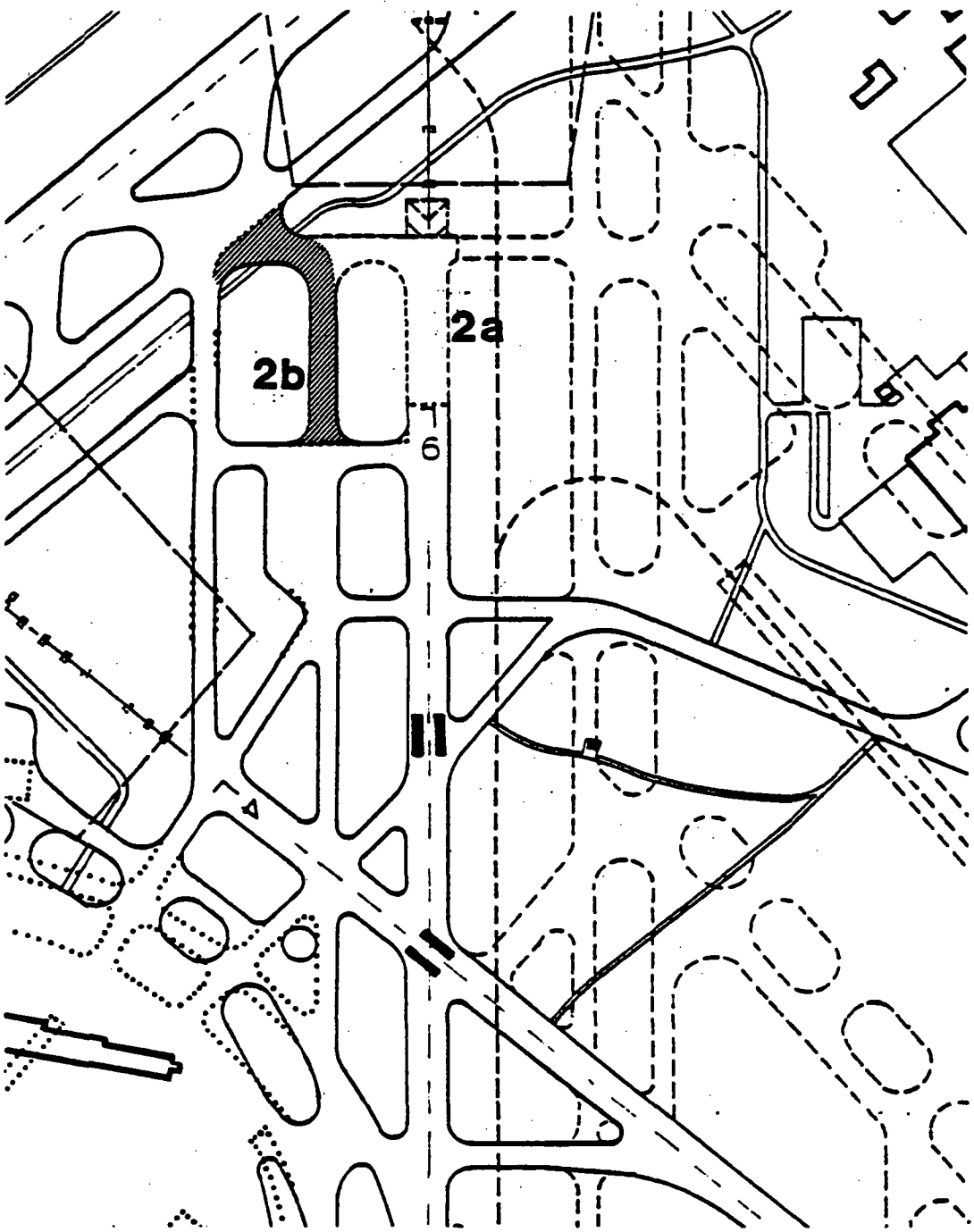
Airline Funded Total: $1,844,748

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Extension of Runway 9L	$0			
b. 9L Parallel Taxiway Extension	$1,844,748	10/88	9/89	II

Project Scope:

This project includes a 790 foot extension to Runway 9L and an extension of the 9L Parallel Taxiway to the west to join with the existing 14R/32L Parallel Taxiway. The Runway 9L extension is not to be funded through the airlines consent to the Airport Development Plan.

AIRPORT DEVELOPMENT PLAN



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Extension Runway/
Taxiway 9L

AF-2

AIRPORT DEVELOPMENT PLAN

Number: AF-3 Date: 1/17/83

Name: 32L/9R Parallel Taxiways

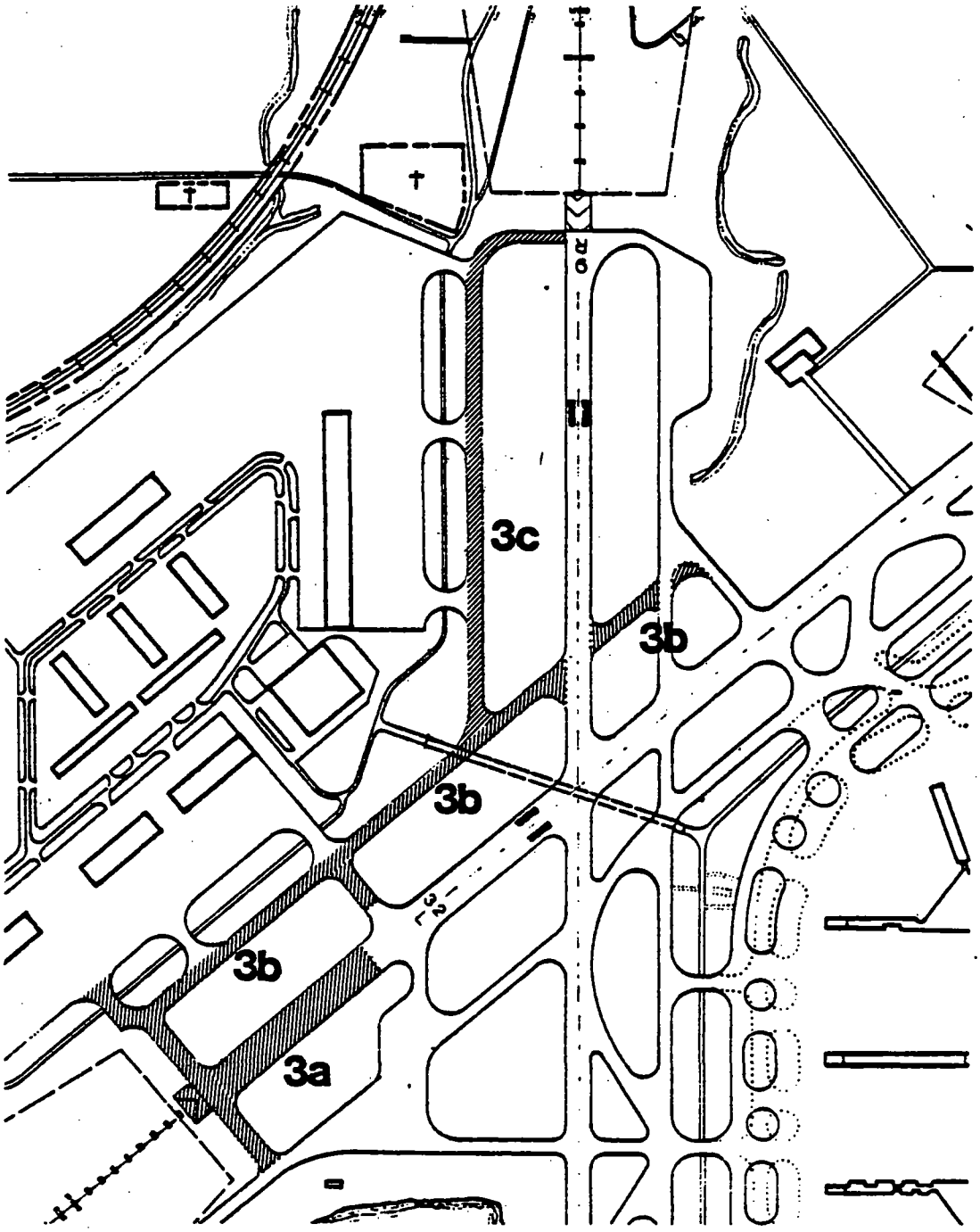
Airline Funded Total: $17,124,788

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Extension Runway 32L	$5,633,010	9/84	8/85	II
b. 32L Parallel Taxiways	$7,091,318	9/84	8/85	II
c. 9R South Parallel Taxiway	$4,400,460	9/84	8/85	II

Project Scope:

This project includes a 1400 foot extension to Runway 32L and the development of a west parallel taxiway extending approximately 4000 feet from the new threshold to the 9R/27L parallel taxiway. An additional 2900 foot section of parallel taxiway is included on the south side of Runway 9R/27L extending from the 9R Runway threshold to the west 14R/32L Parallel Taxiway. Also included are runway/taxiway crossovers.

AIRPORT DEVELOPMENT PLAN



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32L/9R Parallel Taxiways

AF-3

AIRPORT DEVELOPMENT PLAN

Number: AF-4 Date: 1/17/83

Name: 14R/32L Parallel Taxiways

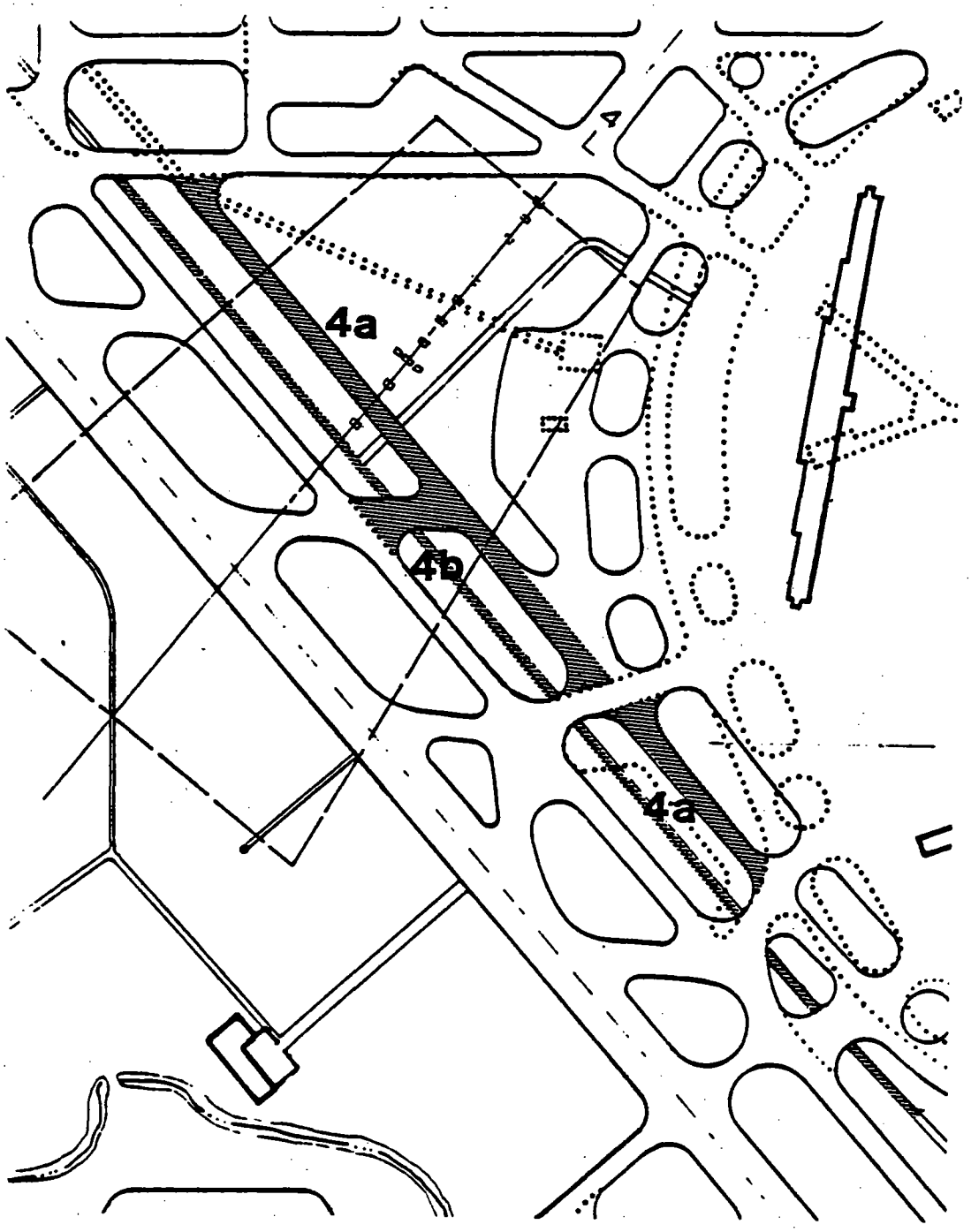
Airline Funded Total: $6,876,306

Components	Airline Funded Cost	Estimated Constr. Start	Complete	Funding Priority
a. Second 14R/32L East Parallel Taxiway	$5,921,046	9/84	8/85	II
b. Service Road 14R/32L	$955,260	9/84	11/84	II

Project Scope:

This project develops a 2450 foot section of new taxiway parallel to the existing 14R/32L Parallel Taxiway (east). This section of taxiway is to be located east of the existing 14R/32L Parallel Taxiway extending from the Outer Taxiway to the By-Pass Taxiway. This allignment requires the relocation of the airport service road from the terminal complex to the airline hangar/maintenance area.

AIRPORT DEVELOPMENT PLAN



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14R/32L Parallel Taxiways

AF-4

AIRPORT DEVELOPMENT PLAN

Number: AF-5 Date: 1/17/83

Name: Inner/Outer Taxiway F thru H Relocation

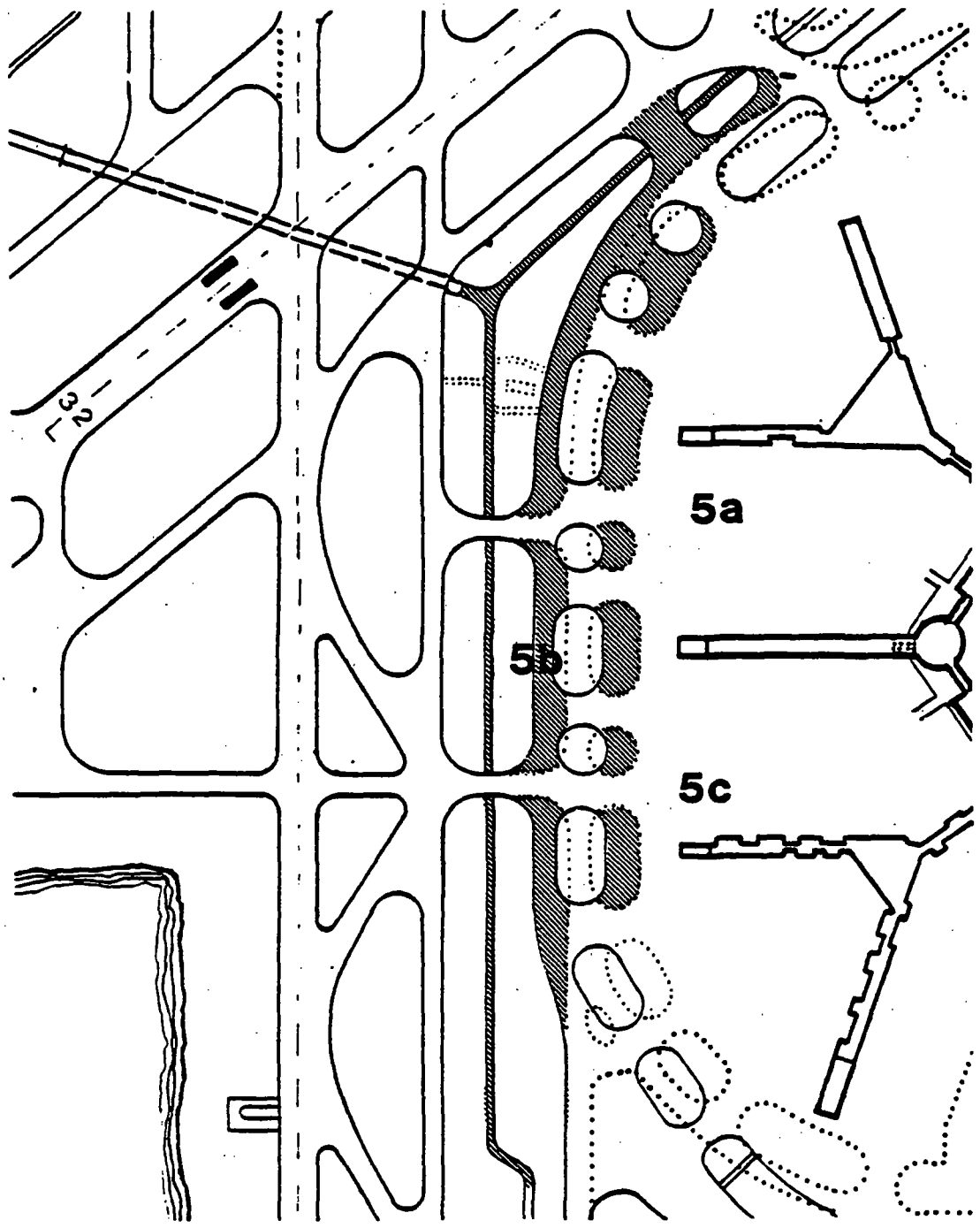
Airline Funded Total: $31,950,815

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Taxiway Paving	$13,977,779	9/85	10/86	I
b. Service Road Relocation	$1,083,996	3/85	5/85	I
c. Utilities Relocation	$16,889,040	3/85	11/85	I

Project Scope:

This project includes a 150 to 155 foot southward relocation of the Inner and Outer Taxiways and all related crossover pavements. Also included is the relocation of the airport's primary utility corridor, and the service road. Extension of the aircraft parking apron and taxilanes is also included. Relocation of fueling facilities is not included in this project.

AIRPORT DEVELOPMENT PLAN



Inner/Outer Taxiway
F thru H Relocation

AF-5

AIRPORT DEVELOPMENT PLAN

Number: AF-6 Date: 1/17/83

Name: Inner/Outer Taxiway B/C Relocation

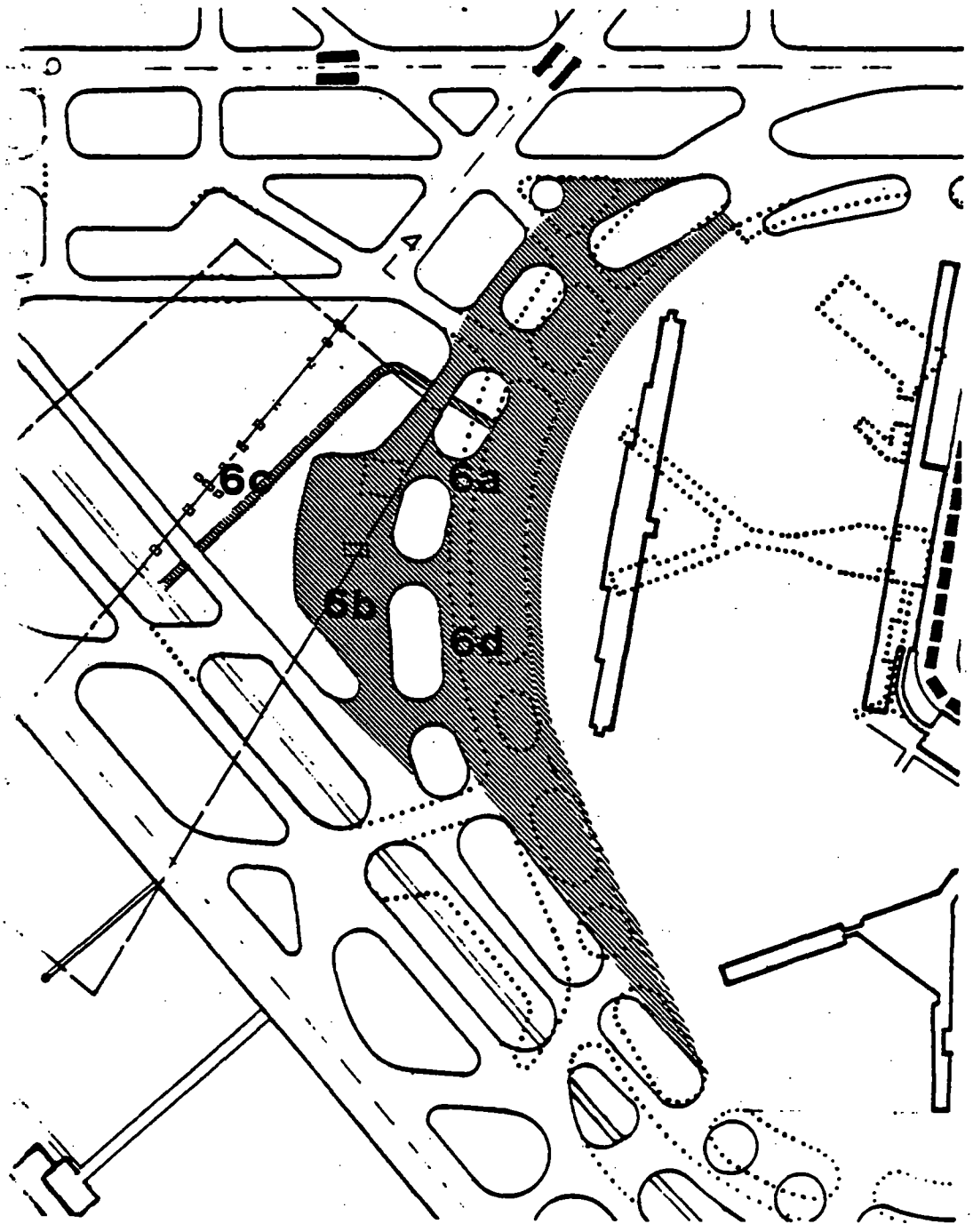
Airline Funded Total: $23,329,944

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. B/C Inner/Outer Taxiway	$16,560,450	9/85	8/86	I
b. 4L Holding Apron	$3,354,372	9/85	11/85	II
c. Service Road	$444,690	9/85	10/85	I
d. Demolition Existing B/C Inner/Outer Taxiway	$2,970,432	9/85	3/86	I

Project Scope:

The section of the Inner/Outer Taxiway system is to be relocated from the points of intersection with the 9L/27R Parallel Taxiway to approximately the end of the D Concourse. Existing pavement areas and the Truck Fuel Stand, and Deicing Storage area are to be demolished. Also included is the development of a new aircraft hold apron off of the Outer Taxiway between the existing New Scenic Taxiway and the intersection of the Outer and new 14R/32L second Parallel Taxiway. A new service road connecting the B/C Apron with the main terminal service road network is also included.

AIRPORT DEVELOPMENT PLAN



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Inner/Outer Taxiway B/C
Relocation

AF-6

AIRPORT DEVELOPMENT PLAN

Number: AF-7 Date: 1/17/83

Name: Utility Relocations B/C Apron

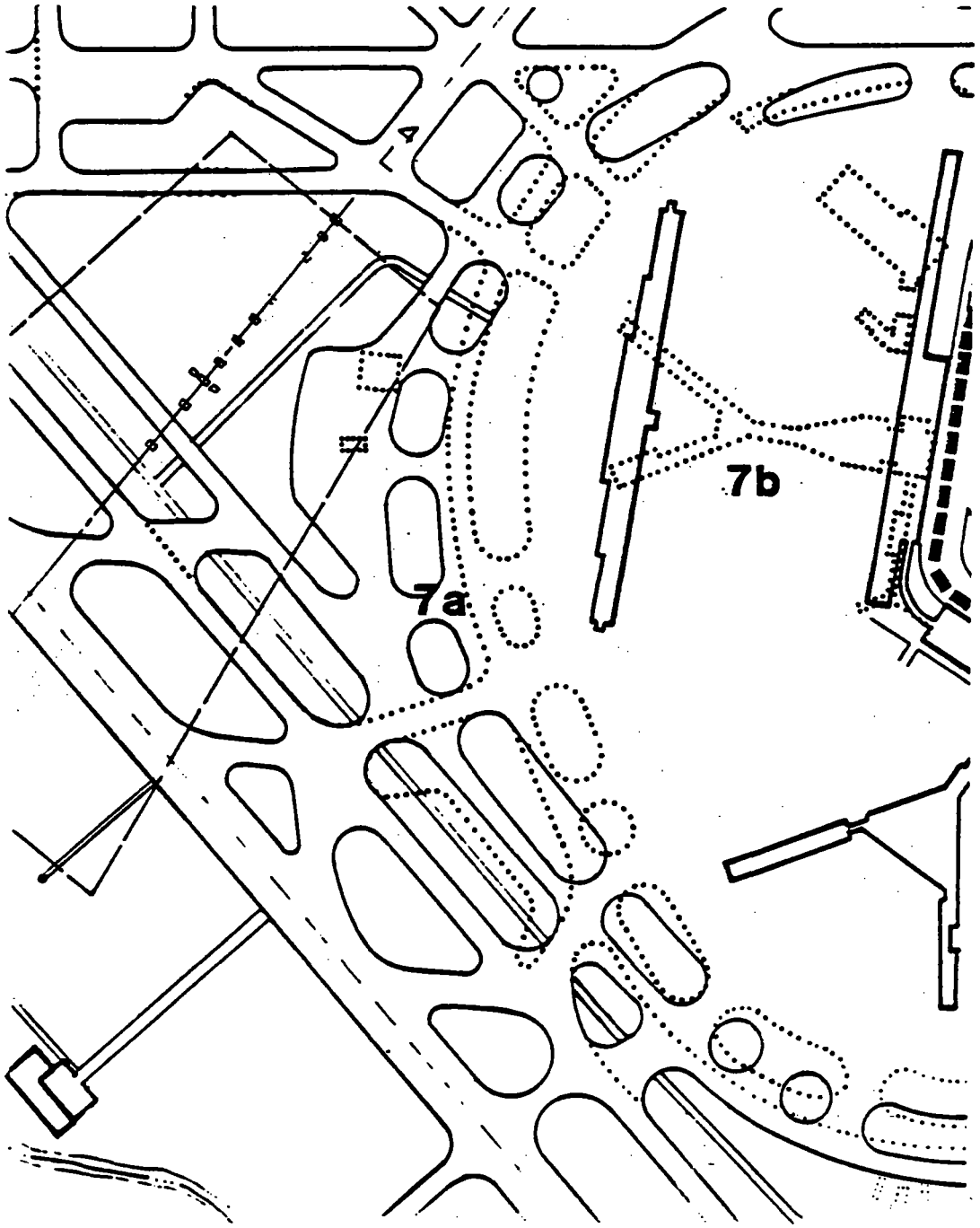
Airline Funded Total: $9,661,373

Components	Airline Funded Cost	Estimated Constr. Start	Complete	Funding Priority
a. Electrical & Telephone Relocation	$7,743,293	9/84 3/88	8/85 4/88	I
b. Apron Storm Sewer	$1,918,080	9/84	8/85	I

Project Scope:

Airport/Terminal utility systems under the Concourse B/C apron are to be relocated and upgraded. Included are electrical and telephone transmission lines and apron storm sewers including inlets.

AIRPORT DEVELOPMENT PLAN



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Utility Relocations B/C Apron

AF-7

AIRPORT DEVELOPMENT PLAN

Number: AF-8 Date: 1/17/83

Name: Inner/Outer Taxiway Relocation K/L

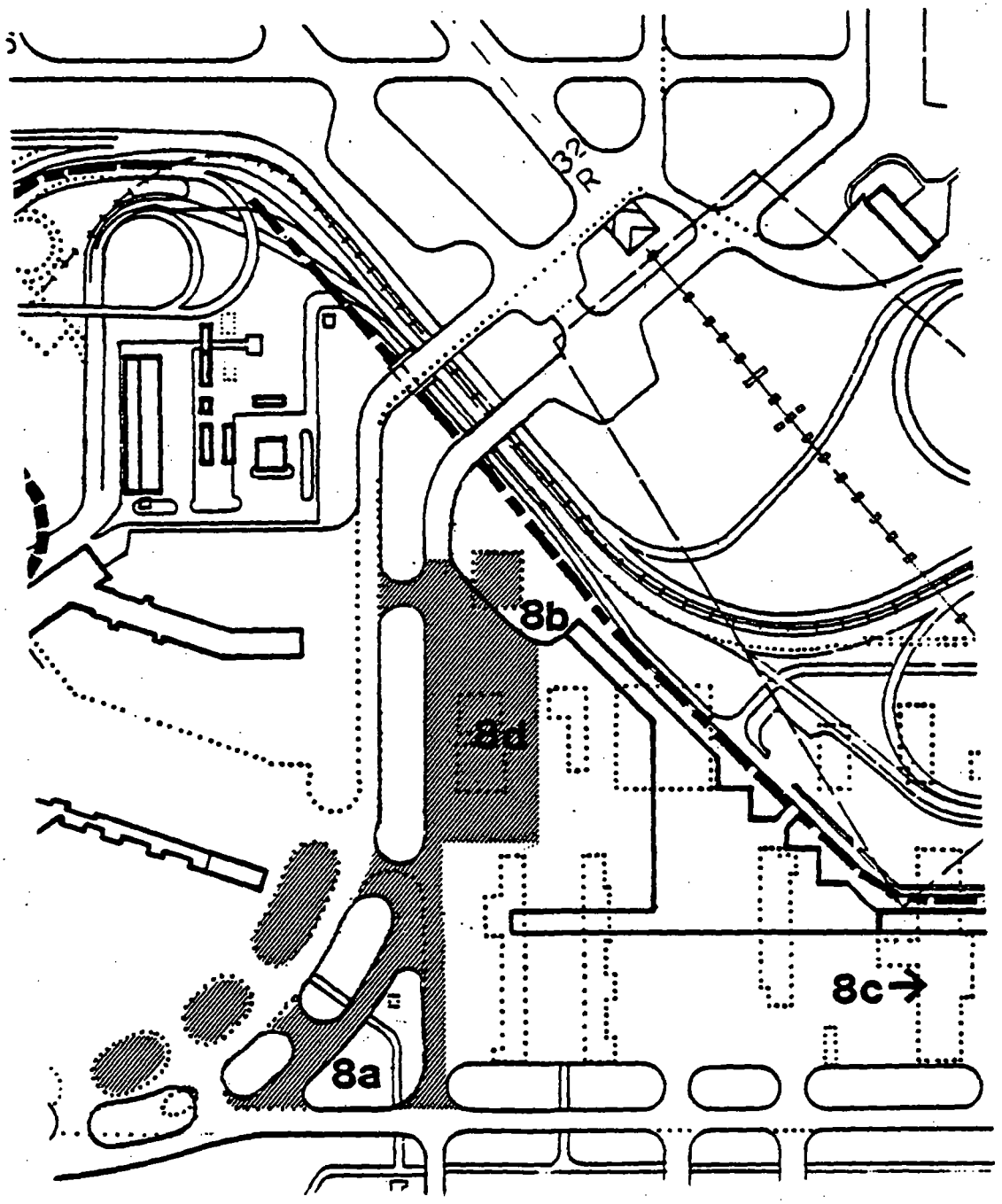
Airline Funded Total: $25,451,401

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Inner/Outer Taxiway K/L Includes Demo. of Existing (Category 2)	$9,299,340	8/83	7/84	I
b. Demo. Flight Kitchens and Airport Maintenance Building (Category 1)	$284,377	8/84	10/84	I
c. Site Preparation Southeast Services Area (Category 1)	$12,559,320	8/83	7/84	I
d. Aircraft Parking Area (Category 2)	$3,308,364	9/84	12/84	I

Project Scope:

This project includes the realignment of the Inner/Outer Taxiway adjacent to Concourses K and L. The new geometry will maintain the existing Outer Taxiway as the future Inner Taxiway adjacent to Concourse L, while a new Outer Taxiway is to be constructed to the east of the future Inner Taxiway a distance of 251 feet centerline to centerline. This relocation necessitates the demolition/reconstruction of the airport maintenance complex, and the Dobbs House and Marriott flight kitchens. The site preparation for the new site for these facilities in the southeast area of the airport is also included. Access to the K and L Concourses for service vehicles is provided with the development of new service road located on the international terminal apron. Segments of the new Inner/Outer Taxiway Capital Project may be used temporarily for parking of aircraft using the Relocated FIS Facility, so long as the movement of aircraft on such taxiways and into and out of adjacent leased premises is not unreasonably impeded. The construction and use of Component AF-8(d) will be given the highest possible priority and construction shall begin at approximately the same time as commencement of demolition of existing Terminal 1 (TA-1c).

AIRPORT DEVELOPMENT PLAN



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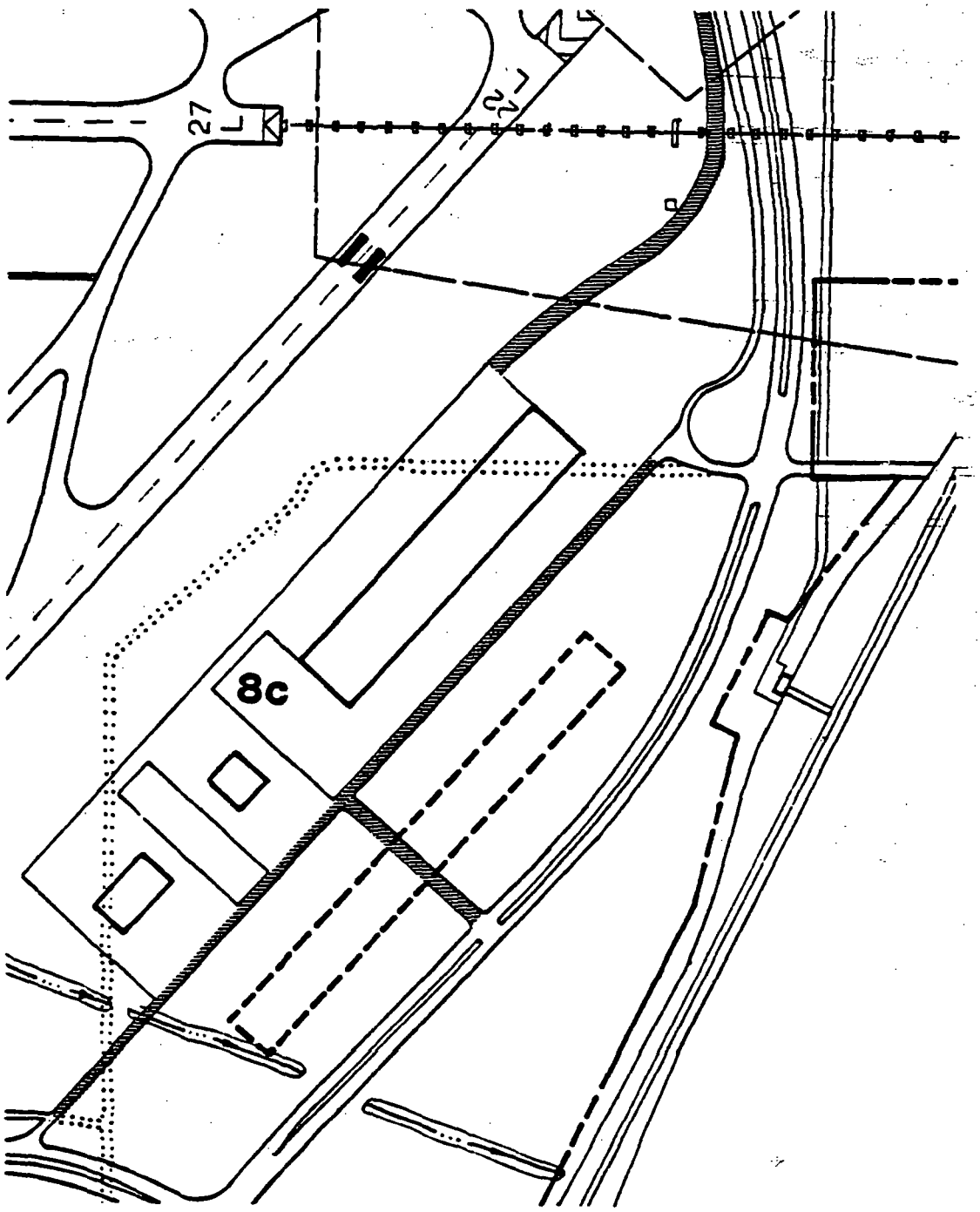
Inner/Outer Taxiway
K/L Relocation

AF-8.1

AIRPORT DEVELOPMENT PLAN



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Inner/Outer Taxiway
K/L Relocation

AF-8.2

AIRPORT DEVELOPMENT PLAN

Number: AF-9 Date: 1/17/83

Name: B/C Apron

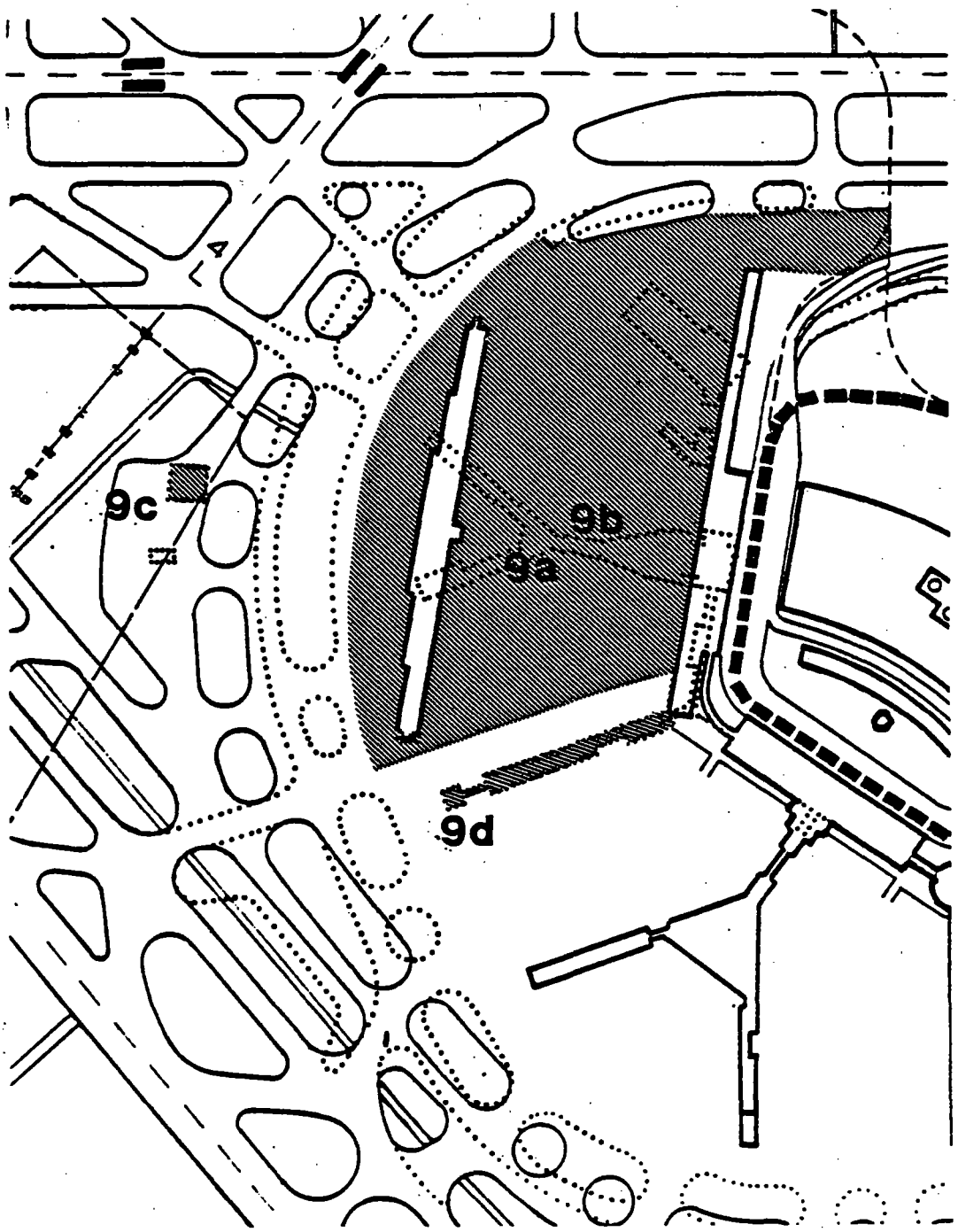
Airline Funded Total: $40,954,086

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. B/C Apron	$27,313,200	4/85	10/86	I
b. Demo. Existing B/C Apron	$12,661,920	3/85	4/86	I
c. Demo. CFR Station #1	$39,366	9/85	10/85	I
d. Concourse D Paving	$939,600	4/87	8/87	I

Project Scope:

This project includes the demolition approximately 244,250 square yards of existing pavement adjacent to the B and C Concourses, as well as, the area referred to as the "North Ramp". A total of 252,900 square yards of new pavement will be constructed to replace and expand the B/C Apron area as well as correct sub-grade problems. Also included in this project is the demolition of the Main CFR Station.

AIRPORT DEVELOPMENT PLAN



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B/C Apron

AF-9

AIRPORT DEVELOPMENT PLAN

Number: AF-10 Date: 1/17/83

Name: Concourse L Apron

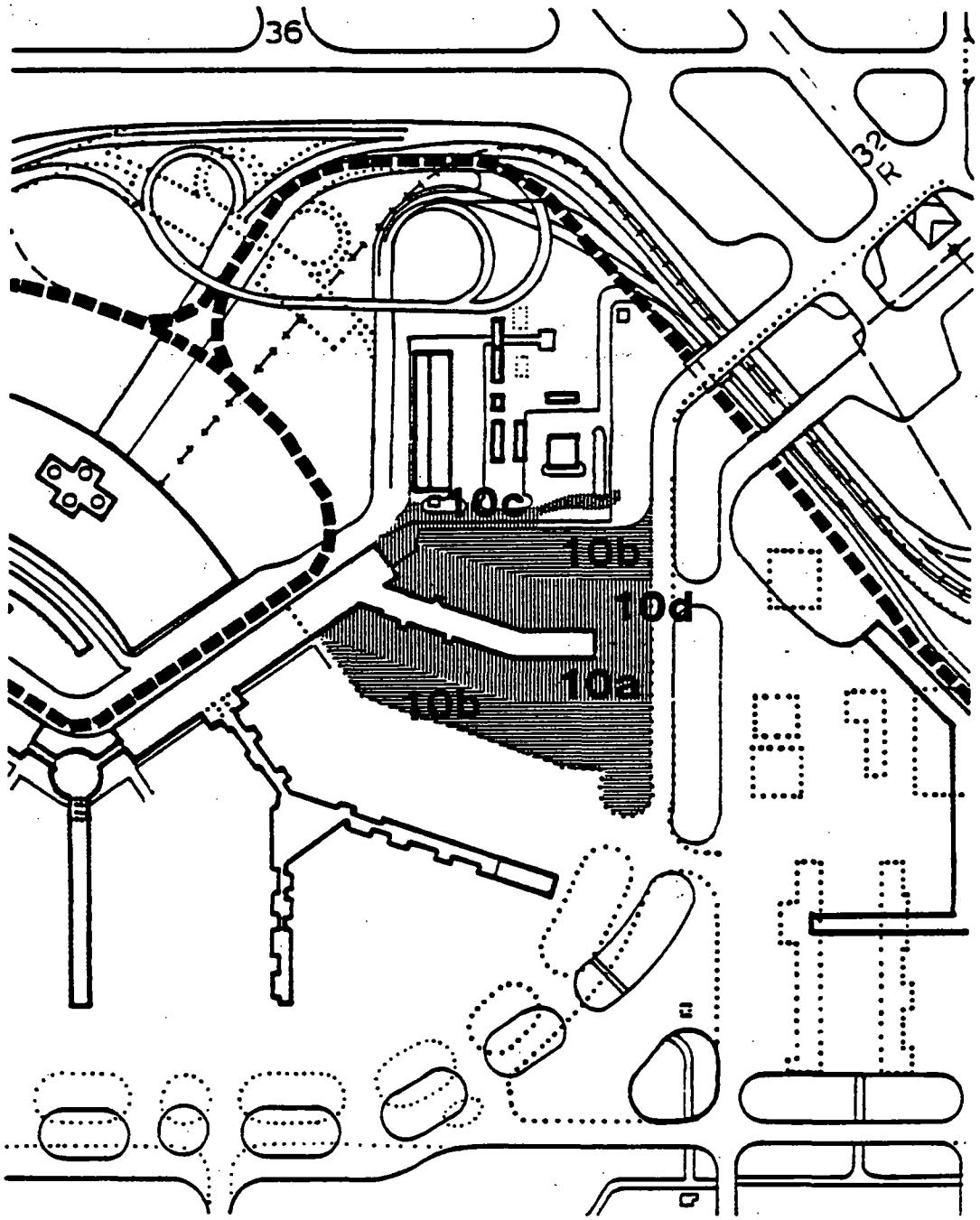
Airline Funded Total: $13,855,330

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Exclusive Aircraft Parking Area	$4,752,279	3/83	9/83	I
b. Apron Paving For New Taxiways	$4,926,823	3/83	9/83	I
c. Associated Service Roadway Work	$508,276	3/83	7/83	I
d. Associated Utilities	$3,667,952	3/83	7/83	I

Project Scope:

This project includes the development of approximately 91,000 square yards of new aircraft apron area for Terminal 3A/Concourse L. New pavement will be constructed. The Concourse L apron will tie into the existing apron north of Concourse K and extend to a an east/west line to the north defined by the southerly limit of the H and R facilities. The installation and construction of new utility systems and apron/terminal service roads are also included in this project.

AIRPORT DEVELOPMENT PLAN



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Concourse L Apron

AF-10

AIRPORT DEVELOPMENT PLAN

Number: AF-11 Date: 1/17/83

Name: Cargo Apron Replacement

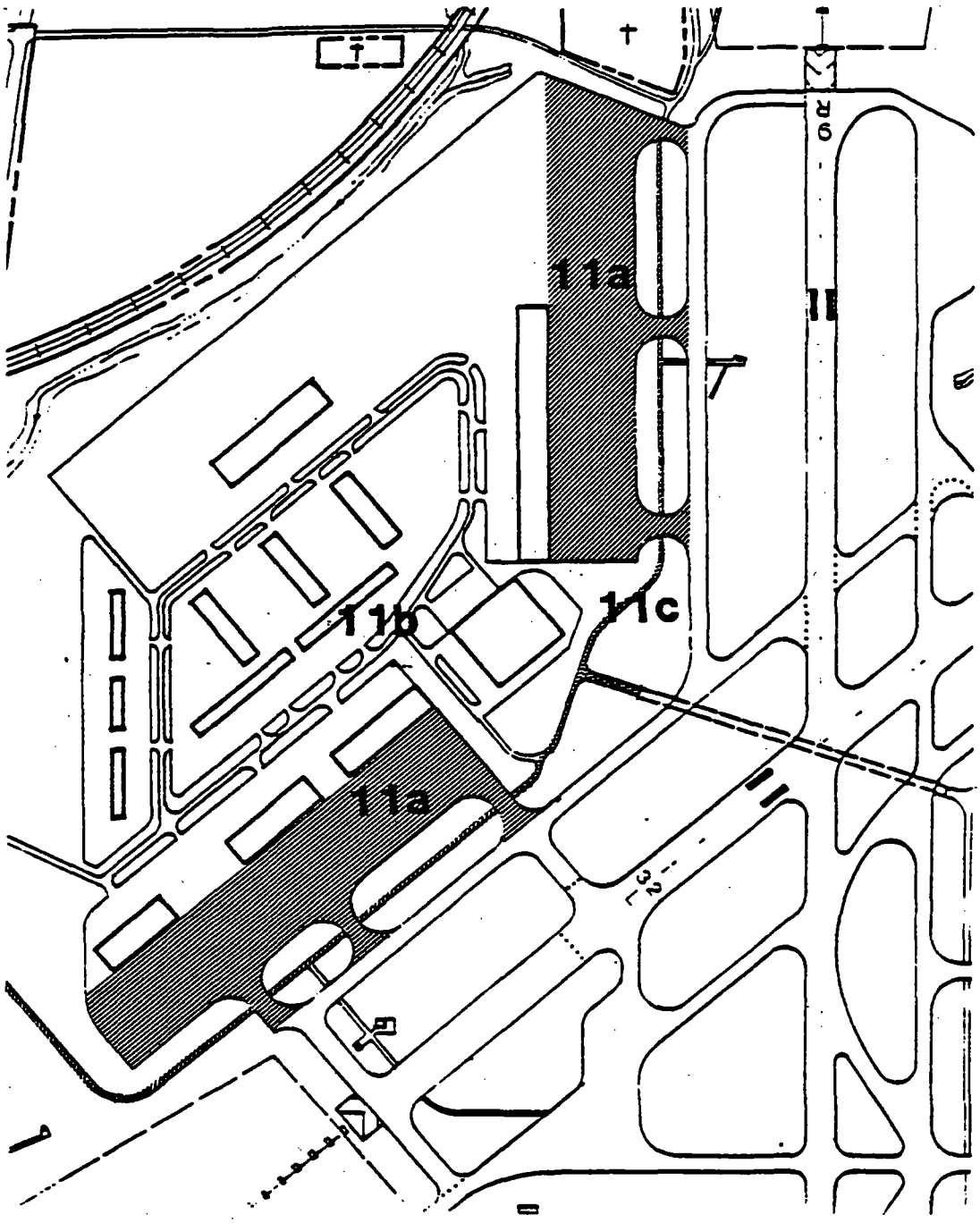
Airline Funded Total: $31,838,400

Components	Airline Funded Cost	Estimated Constr. Start	Complete	Funding Priority
a. Replacement of Cargo Apron	$23,349,600	11/84	10/85	II
b. Site Preparation	$6,512,400	9/84	7/85	II
c. Service Road At Cargo Apron	$1,976,400	9/84	7/85	II

Project Scope:

This project includes the replacement of approximately 216,000 square yards of existing cargo facility apron pavements and related site preparation of the new southeast cargo area. Also included is the development of approximately 6000 linear feet new service roadway adjacent to the new apron areas.

AIRPORT DEVELOPMENT PLAN



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Cargo Apron Replacement

AF-11

AIRPORT DEVELOPMENT PLAN

Number: AF-12 Date: 1/17/83

Name: International and Commuter Apron

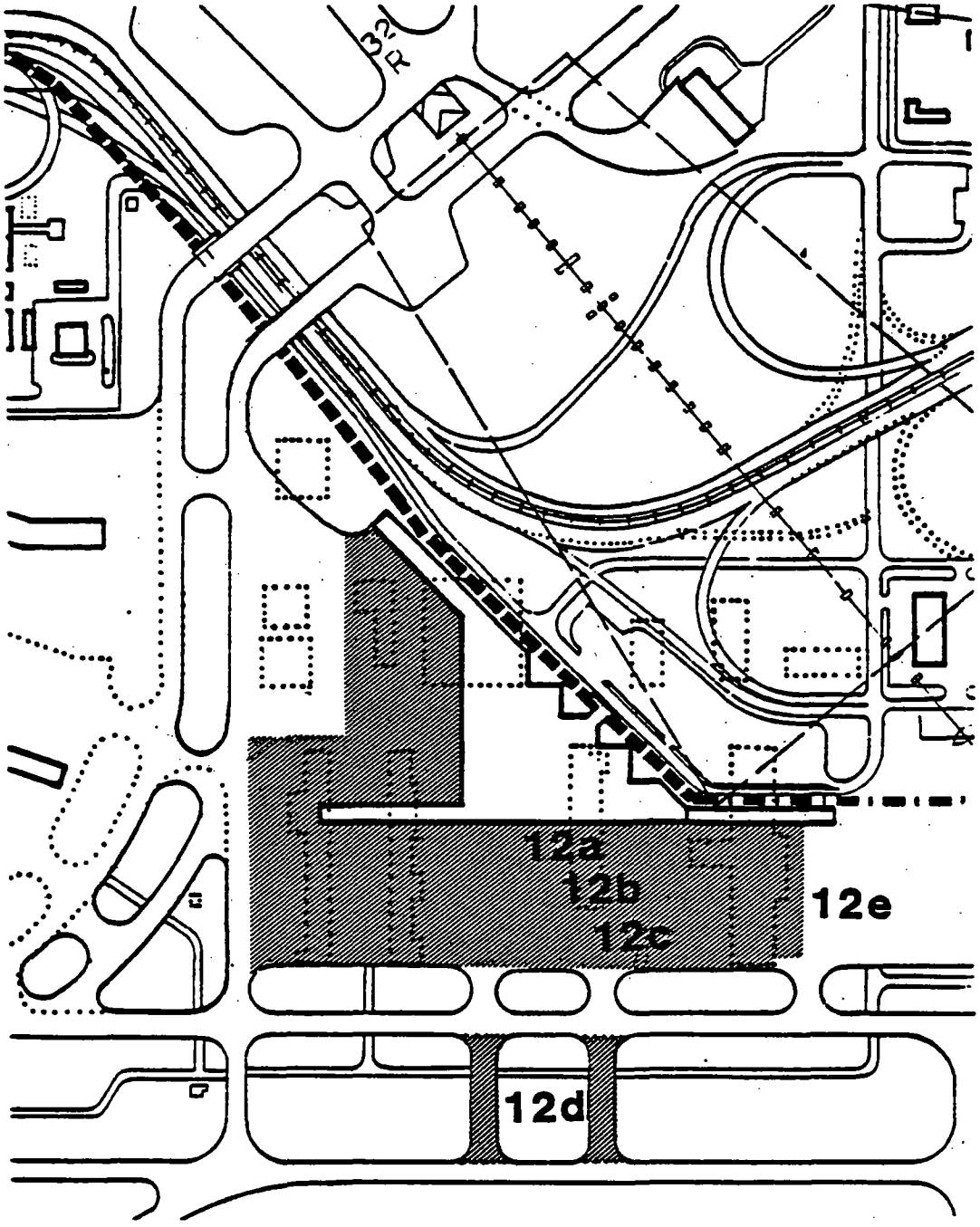
Airline Funded Total: $20,550,024

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. International Apron	$12,243,636	4/86	12/86	II
b. Demolition of Existing Cargo Apron	$4,701,888	4/86	10/86	II
c. Demolition of Parking Pavement at Existing Cargo Area	$216,000	4/86	10/86	II
d. International Apron Connectors	$1,566,000	4/86	7/86	II
e. Commuter Apron	$1,822,500	6/86	7/86	II

Project Scope:

This project includes the construction of a 151,156 square yard aircraft apron for the new international terminal building,the initial segment will be utilized for parking aircraft using the Relocated FIS Facility. Demolition of 90,700 square yards of existing aircraft apron serving Joint Use Cargo Building #1, Joint Use Cargo Building #2 and the Flying Tiger Cargo Building is included along with the demolition and removal of approximately 100,000 square yards of truck and automobile parking areas. The proposed apron is large enough to provide aircraft parking for ten B-747 and four DC-10 type aircraft as well as apron taxiway with clearances for B-747 aircraft. This project also includes 22,500 square yards of Commuter Apron.

AIRPORT DEVELOPMENT PLAN



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International Apron

AF-12

AIRPORT DEVELOPMENT PLAN

Number: AF-13 Date: 1/17/83

Name: Military Site Aquisition

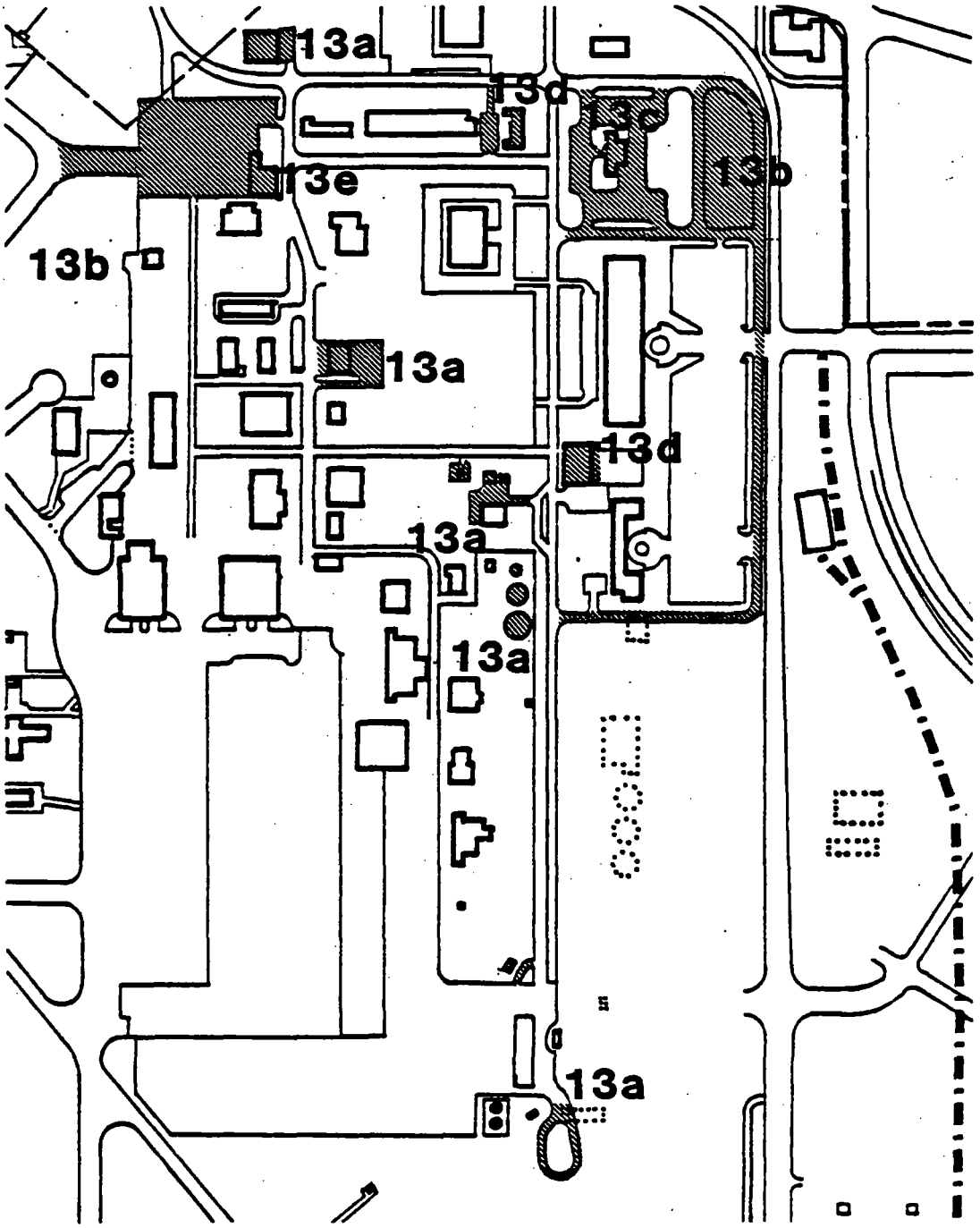
Airline Funded Total: $16,072,679

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Misc. Utilities	$6,494,558	9/84	8/85	II
b. Misc. Support Facilities	$697,194	9/84	8/85	II
c. Officers Club	$4,384,908	9/84	8/85	II
d. Visiting Officers Quarters	$1,409,411	9/84	8/85	II
e. Aerial Port Storage	$3,086,608	9/84	8/85	II

Project Scope:

This project includes the costs to acquire land from the U.S. Air Force. Included are the demolition, relocation and replacement costs for existing USAF facilities located on the parcels of land to be acquired by the City of Chicago.

AIRPORT DEVELOPMENT PLAN



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Military Site Acquisition

AF-13

AIRPORT DEVELOPMENT PLAN

Number: AF-14 Date: 1/17/83

Name: Replacement CFR Station #1

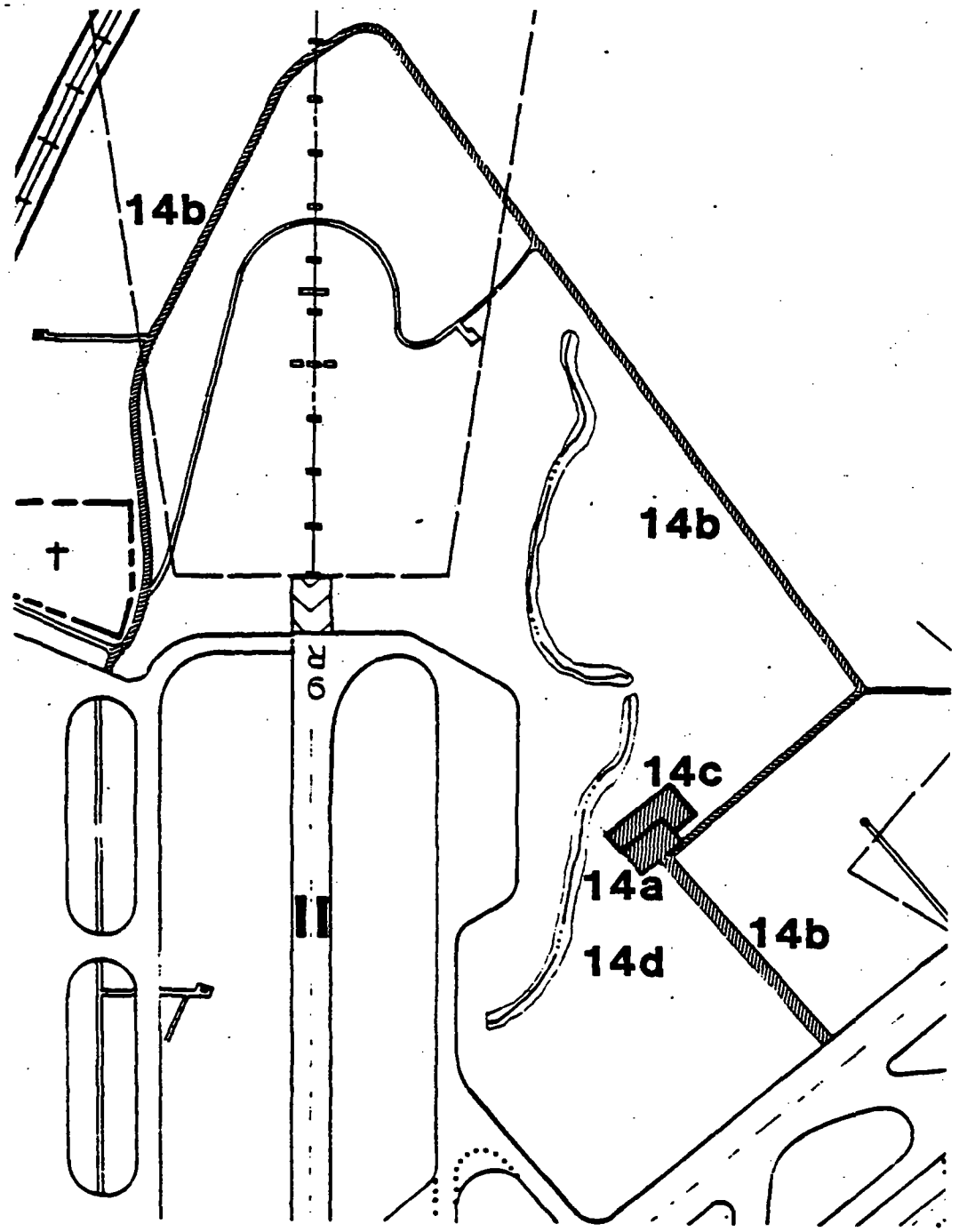
Airline Funded Total: $8,565,480

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Replacement of CFR Station	$1,377,810	9/84	8/85	I
b. Service Roads to CFR Station	$2,009,340	9/84	8/85	I
c. Truck Apron at CFR Station	$264,330	5/85	6/85	I
d. Utility Services	$4,914,000	4/85	12/85	I

Project Scope:

A new 18,225 square foot CFR Station is to be constructed along with related service roads, parking aprons and utility service. This new CFR facility is to be located west of Runway 14R/32L and North of Runway End 9R. The truck apron development includes 4,450 square yards of new pavement for employee parking and building access for the fire trucks. Service road development includes approximately 6,100 linear feet of roadway to provide access to the facility from the new cargo area.

AIRPORT DEVELOPMENT PLAN



Replacement Of CFR Sta. #1

AF-14

AIRPORT DEVELOPMENT PLAN

Number: AF-15 Date: 1/17/83

Name: Airport Maintenance Complex
(Category I)

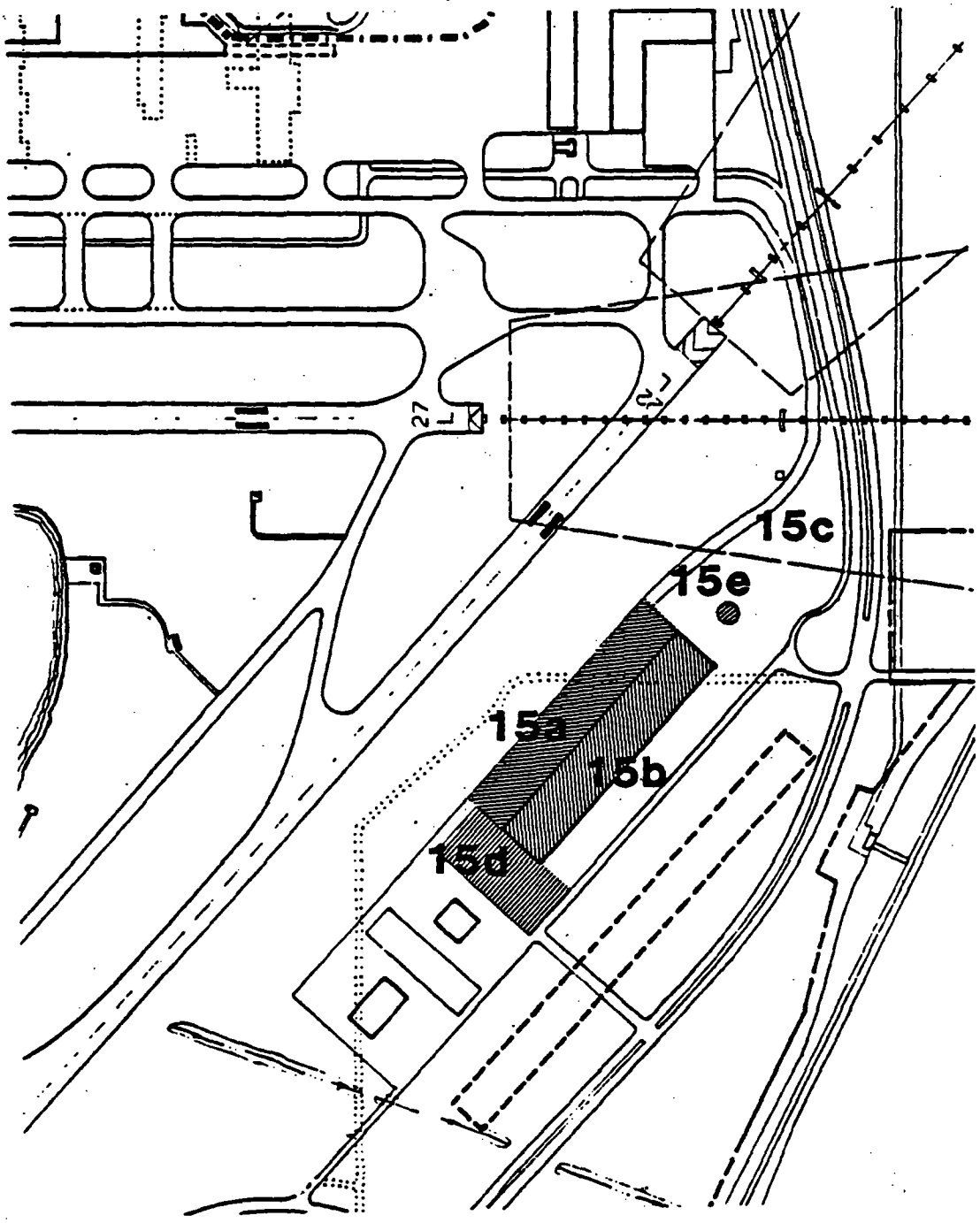
Airline Funded Total: $17,100,077

Components	Airline Funded Cost	Estimated Constr. Start	Complete	Funding Priority
a. Truck Apron	$1,386,990	5/84	7/84	I
b. Maintenance Facility	$7,020,000	9/83	8/84	I
Snow Removal Facility	$7,020,000	9/83	8/84	I
c. Electrical Distribution	$1,080,000	9/83	6/84	I
d. Employee Parking	$485,087	5/84	6/84	I
e. Salt Storage	$108,000	4/84	6/84	I

Project Scope:

Development of the southeast area of the airport is proposed for the construction of the new airport maintenance and snow removal vehicle facility and other airport/related service facilities. Included in this project is the development of a replacement facility for the existing airport maintenance building as well as, truck aprons, employee parking areas, and a new salt storage facility. Electrical utility systems necessary to support the proposed development are also included. The project does not include $6,000,000 in committed ADAP funds for the construction of a snow removal facility.

AIRPORT DEVELOPMENT PLAN



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Southeast Services Area

AF-15

AIRPORT DEVELOPMENT PLAN

Number: AF-16 Date: 1/17/83

Name: General Aviation Apron

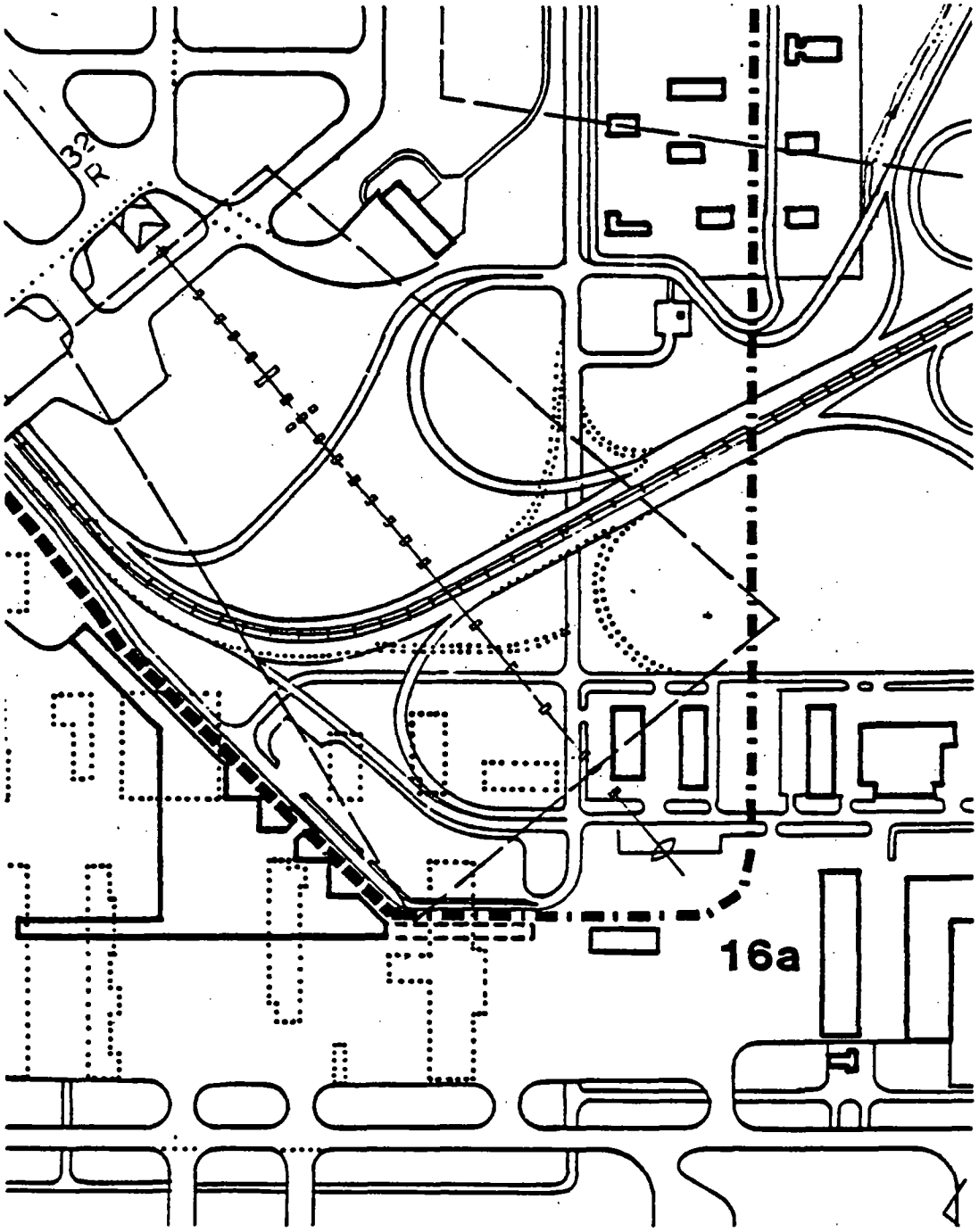
Airline Funded Total: $0

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Hangar/Support Facility	$0	4/86	6/86	

Project Scope:

This is a non-funding item. The existing TWA and portion of the United Airlines cargo apron are to be reused for general aviation aircraft. General Aviation related buildings are not a part of the project, as it is anticipated that private funds will be utilized to replace existing facilities.

AIRPORT DEVELOPMENT PLAN



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General Aviation Apron

AF-16

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TERMINAL AREA CRC (TA)

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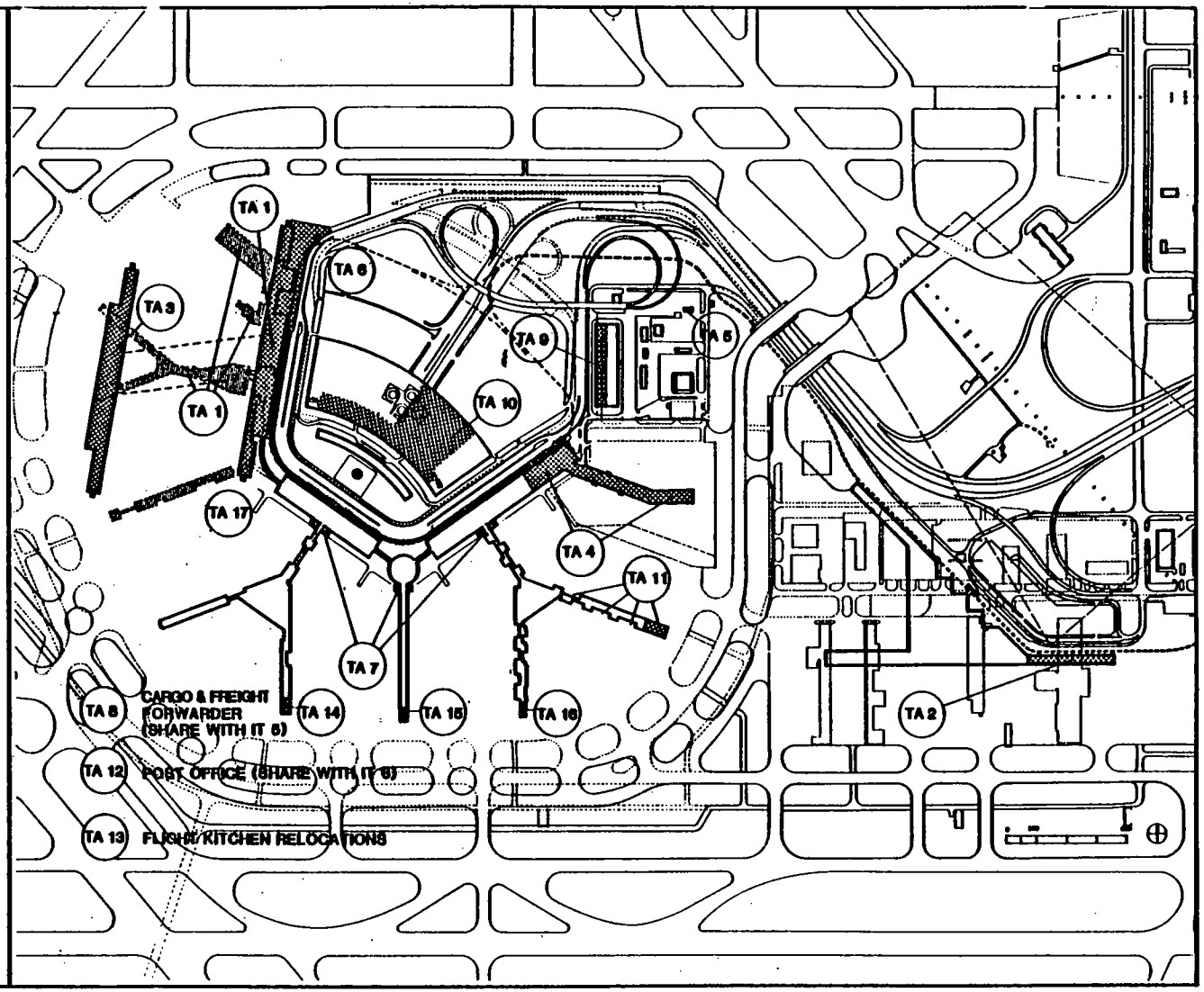
TERMINAL AREA CRC CAPITAL PROJECTS

- TA-1. Terminal I
- TA-2. Commuter Terminal
- TA-3. B/C Satellite
- TA-4. Terminal 3A/Concourse L
- TA-5. Electrical Relocation
- TA-6. Utilities at Central Terminal Area
- TA-7. Terminal 2/3 Additions
- TA-8. Cargo, and Freight Forwarder Relocations (Share with IT-5)
- TA-9. H&R Plant Expansion (Share with IT-4)
- TA-10. Relocated FIS Facility
- TA-11. Extension and Improvement Concourse K
- TA-12. Post Office (Share with IT-6)
- TA-13. Flight Kitchen Relocations
- TA-14. Extension and Improvement of Concourse F
- TA-15. Extension and Improvement of Concourse G
- TA-16. Extension and Improvement of Concourse H
- TA-17. Inter-Line Baggage Improvements



CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supporting Consultant
LANDRUM & BROWN Aviation Consultant

AIRPORT DEVELOPMENT PLAN
TERMINAL AREA COST REVENUE CENTER

EXHIBIT B 1B

AIRPORT DEVELOPMENT PLAN

SUMMARY SHEET (1/17/83)

		CATEGORY 1	CATEGORY 2	FUNDING PRIORITY I	AIRLINE FUNDED TOTALS
TERMINAL AREA CRC CAPITAL PROJECTS					
TA-1.	Terminal 1			$67,166,438	$67,166,438
TA-2.	Commuter Terminal Interim Commuter				$4,387,999
TA-3.	B/C Satellite			$82,916,211	$82,916,211
TA-4.	Terminal 3A/ Concourse L			$32,667,346	$32,667,346
TA-5.	Electrical Relocation			$11,376,000	$11,376,000
TA-6.	Utilities at Central Terminal Area				$4,212,000
TA-7.	Terminal 2/3 Additions				$7,562,074
	TA-7a Security Additions Concourses E/F, G & H/K		$2,799,360		
TA-8.	Cargo, and Freight Forwarder Relocations (Share with IT-5)				$44,083,133
TA-9.	H&R Plant Expansion (Share with IT-4)				$20,703,583
	TA-9c 4000 Ton Chiller	$2,293,920		$2,293,920	
TA-10.	Relocated FIS Facility	$16,666,560		$16,666,560	$16,666,560
TA-11.	Extension and Improvement Concourse K			$3,240,000	$3,240,000
TA-12.	Post Office (Share with IT-6)				$1,707,573
TA-13.	Flight Kitchen Relocations				$0
TA-14.	Extension and Improvement of Concourse F			$1,620,000	1,620,000

AIRPORT DEVELOPMENT PLAN

SUMMARY SHEET (1/17/83)

		CATEGORY 1	FUNDING CATEGORY 2	FUNDING PRIORITY I	AIRLINE FUNDED TOTALS
TERMINAL AREA CRC CAPITAL PROJECTS (Con't)					
TA-15.	Extension & Improvement of Concourse G			$1,620,000	$1,620,000
TA-16.	Extension & Improvement of Concourse H			$1,620,000	$1,620,000
TA-17.	Inter-Line Baggage Improvements				$0
	TOTALS	$18,960,480	$2,799,360	$218,892,556	$301,548,418

AIRPORT DEVELOPMENT PLAN

Number: TA-1 Date: 1/17/83

Name: Terminal 1

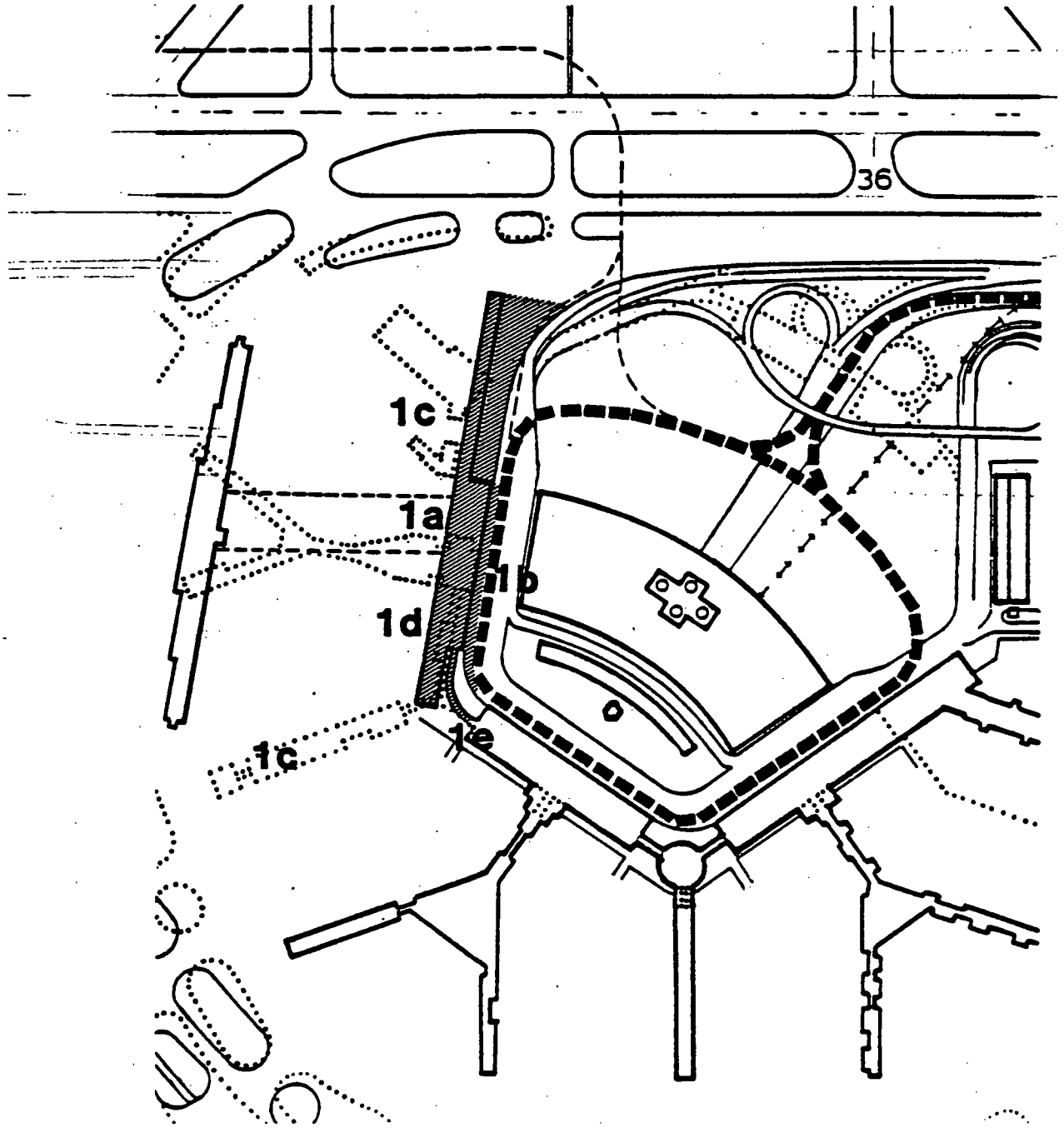
Airline Funded Total: $67,166,438

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Terminal #1	$58,192,290	9/84	2/87	I
b. Canopy Terminal #1	$5,400,000	10/87	6/88	I
c. Demolition of Terminal #1 Etc.	$849,524	9/84	12/84	I
d. Utilities Terminal #1	$910,224	7/85	1/86	I
e. Terminal 1/2 Connector	$1,814,400	10/87	6/88	I

Project Scope:

The project includes the construction of approximately 367,170 SF of enclosed building space (excluding utility/mechanical space in the penthouse and basement levels) for Terminal Building No. 1. Not less than 58% of the combined total enclosed space (excluding utility/mechanical space in the penthouse and basement levels) of Projects TA-1(a), TA-3(a) and TA-3(b) will be Airline Exclusive Use Premises. This project provides for approximately 2,480 LF of aircraft gate frontage which, in combination with the LF on TA-3 (B/C Satellite) will total 6,370 LF Average clear height of any interior public spaces shall not exceed a maximum of 25'7". Also included in this project is the demolition of 393,298 SF of existing buildings, including the International Terminal, Commuter Terminal, General Aviation Terminal and Hangars, and Concourse D.

AIRPORT DEVELOPMENT PLAN



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Terminal 1

TA-1

AIRPORT DEVELOPMENT PLAN

Number: TA-2 Date: 1/17/83

Name: Commuter Terminal

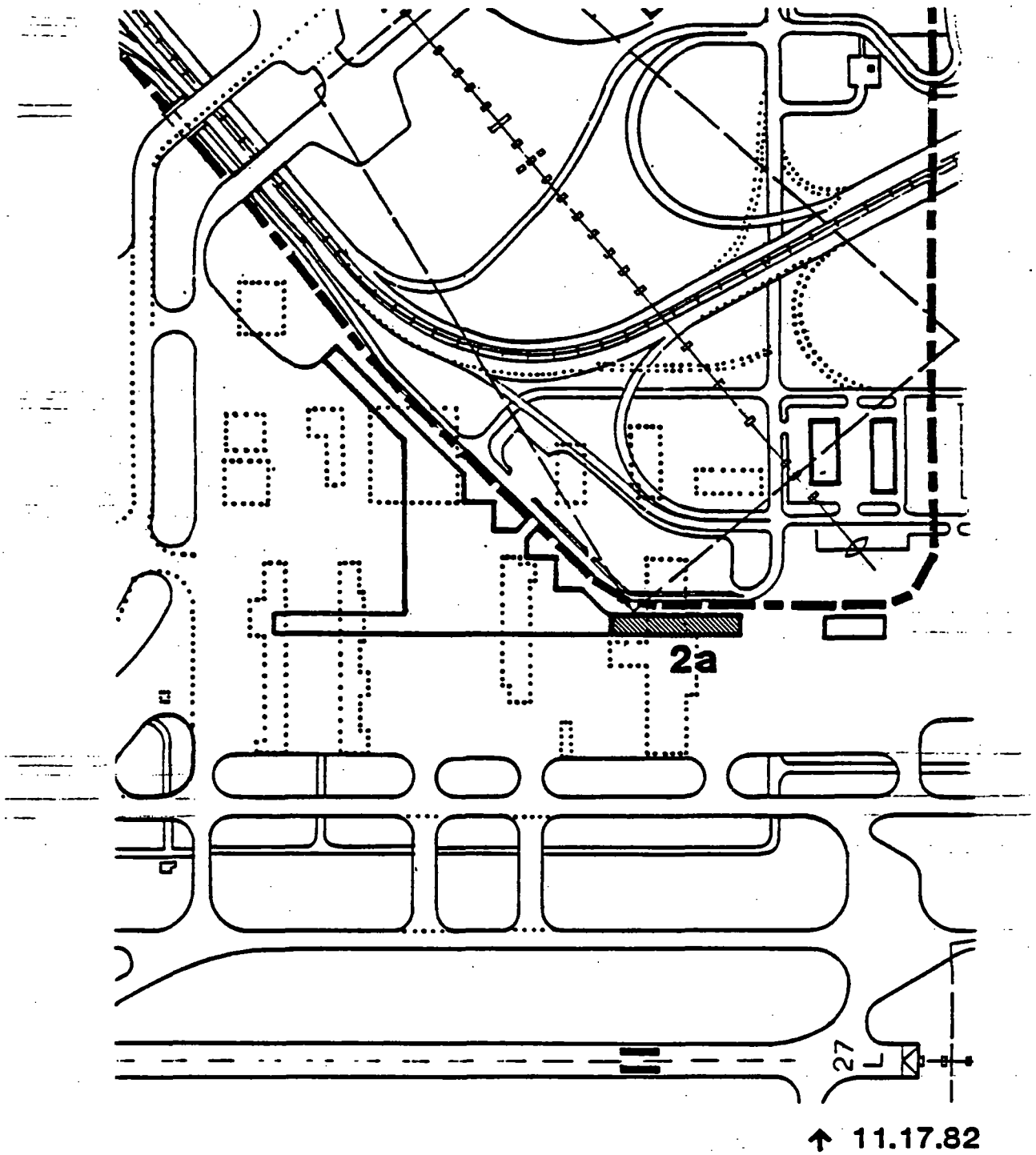
Airline Funded Total: $4,387,999

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Commuter Terminal	$3,888,000	9/85	8/86	II
b. Interim Commuter	$499,999	9/84	12/84	II

Project Scope:

Included is the development of a commuter airline concourse that provides approximately 1160 linear feet of aircraft parking frontage with some double parking areas. The concourse will contain a total of 30,000 square feet of building space for passenger hold areas, corridors and other public spaces. An interim facility for the commuter operation is included in this project.

AIRPORT DEVELOPMENT PLAN



Commuter Terminal

TA-2

AIRPORT DEVELOPMENT PLAN

Number: TA-3 Date: 1/17/83

Name: B/C Satellite

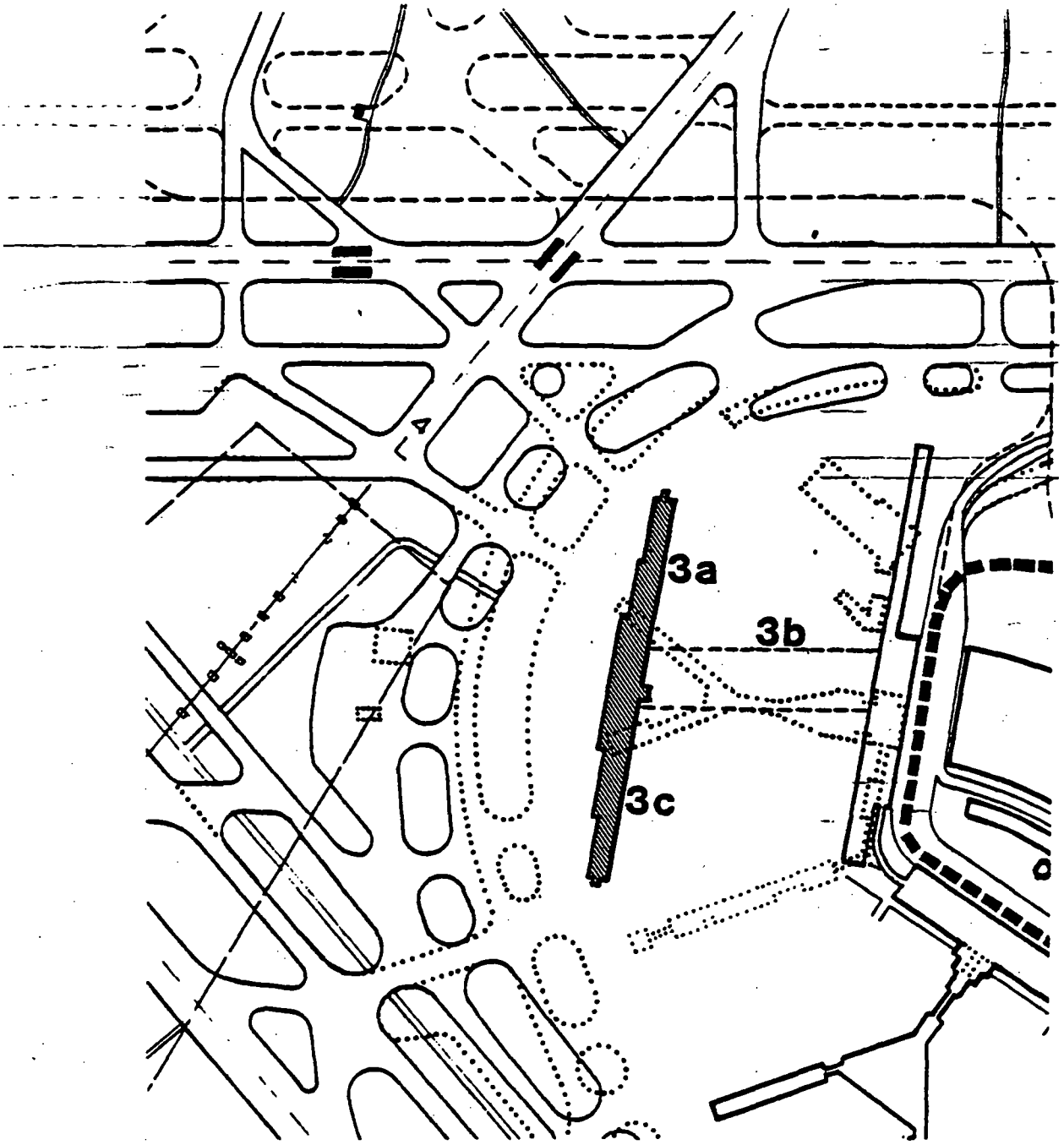
Airline Funded Total: $82,916,211

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. B/C Satellite	$47,570,269	10/84 10/87	2/87 6/88	I
b. Pedestrian Tunnel/ Outbound Baggage	$31,381,020	10/84	9/85	I
c. Branch Utility Tunnel and Piping	$4,479,300	10/84 10/87	9/85 2/88	I

Project Scope:

This project includes the construction of approximately 237,300 SF of enclosed satellite concourse building space (excluding utility/mechanical space in the penthouse and basement levels) and 264,150 SF of building space for underground pedestrian tunnel and an underground outbound baggage facility, for a total of 501,450 SF of enclosed building space. Not less than 58% of the combined total enclosed building space (excluding utility/mechanical space in the penthouse and basement levels) of Projects TA-1(a), TA-3(a) and TA-3(b) will be Airline Exclusive Use Premises. This project provides for not less than 3,890 LF of aircraft gate frontage which, in combination with the LF of aircraft gate frontage on TA-1, will total 6,370 LF. Also included in this projeect is the construction of a branch utility tunnel and piping for HVAC systems. Average clear height of any interior public spaces shall not exceed a maximum of 25'7".

AIRPORT DEVELOPMENT PLAN



B/C Satellite

TA-3

AIRPORT DEVELOPMENT PLAN

Number: TA-4 Date: 1/17/83

Name: Terminal 3A/Concourse L

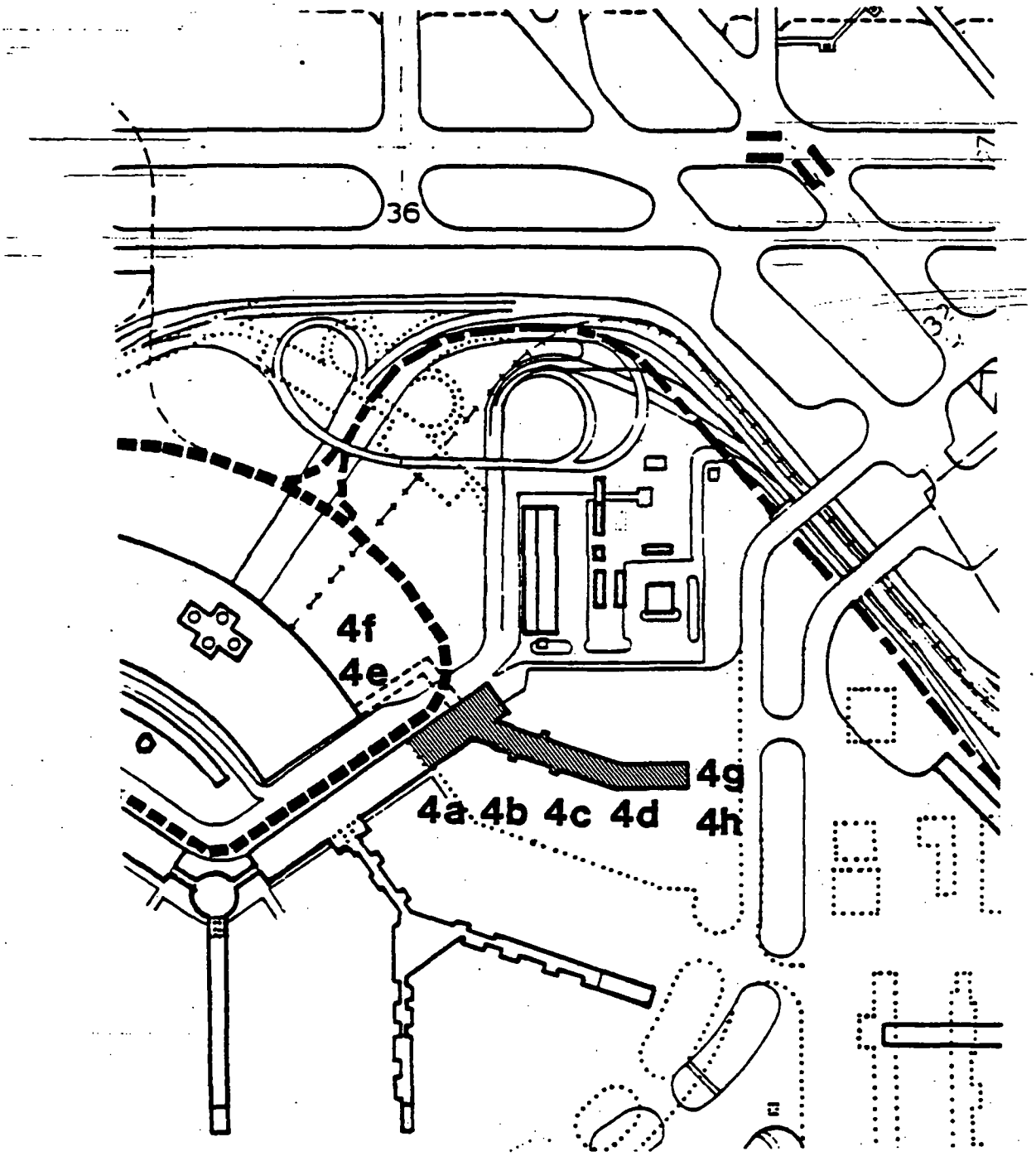
Airline Funded Total: $32,667,346

Components	Airline Funded Cost	Estimated Constr. Start	Complete	Funding Priority
a. Terminal 3A/Concourse L Exclusive Use Premises	See Below	9/82	9/84	I
b. Terminal 3A/Concourse L Public Use Premises	$26,086,652	9/82	9/84	I
c. Branch Utility Tunnel	$858,044	9/82	11/82	I
d. Associated Utilities	$578,996	3/83	9/83	I
e. Utility Tunnel to Parking Garage	$2,046,004	3/83	6/83	I
f. Pedestrian Tunnel Shell to Parking Garage	$2,257,292	3/83	6/83	I
g. Furnishings, Landscaping and Signage	$311,881	5/84	9/84	I
h. Additional Support for DGT/ 40' Bay Expansion	$528,477	9/82	3/83	I

Project Scope:

An extension of Terminal 3 is proposed in addition to a new L Concourse. Terminal 3A will provide a building area of 156,900 SF and connect to Terminal 3 on both the upper and lower levels and be of a design and architectural quality consistent with the interior and exterior of Terminal 3. Concourse L will also be constructed and provide 1,890 LF of aircraft gate frontage and approximately 170,700 SF of building space. Not less than 55% of the combined total building space (excluding utility/mechanical space in the penthouse and basement levels) of project TA-4 will be airline Exclusive Use Premises. Development also includes expansion of the H&R Tunnel and utility systems, consistent with those of existing terminals and concourses. The estimated cost of the design, construction and equipping of project Component TA-4 (a) is $28,242,993 funded through the issuance of Special Facility Revenue Bonds pursuant to the Special Facility Use Agreement, dated as of August 1, 1982, between Delta Airlines Inc. and the City of Chicago.

AIRPORT DEVELOPMENT PLAN



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Terminal 3A/Concourse L

TA-4

AIRPORT DEVELOPMENT PLAN

Number: TA-5 Date: 1/17/83

Name: Electrical Relocation

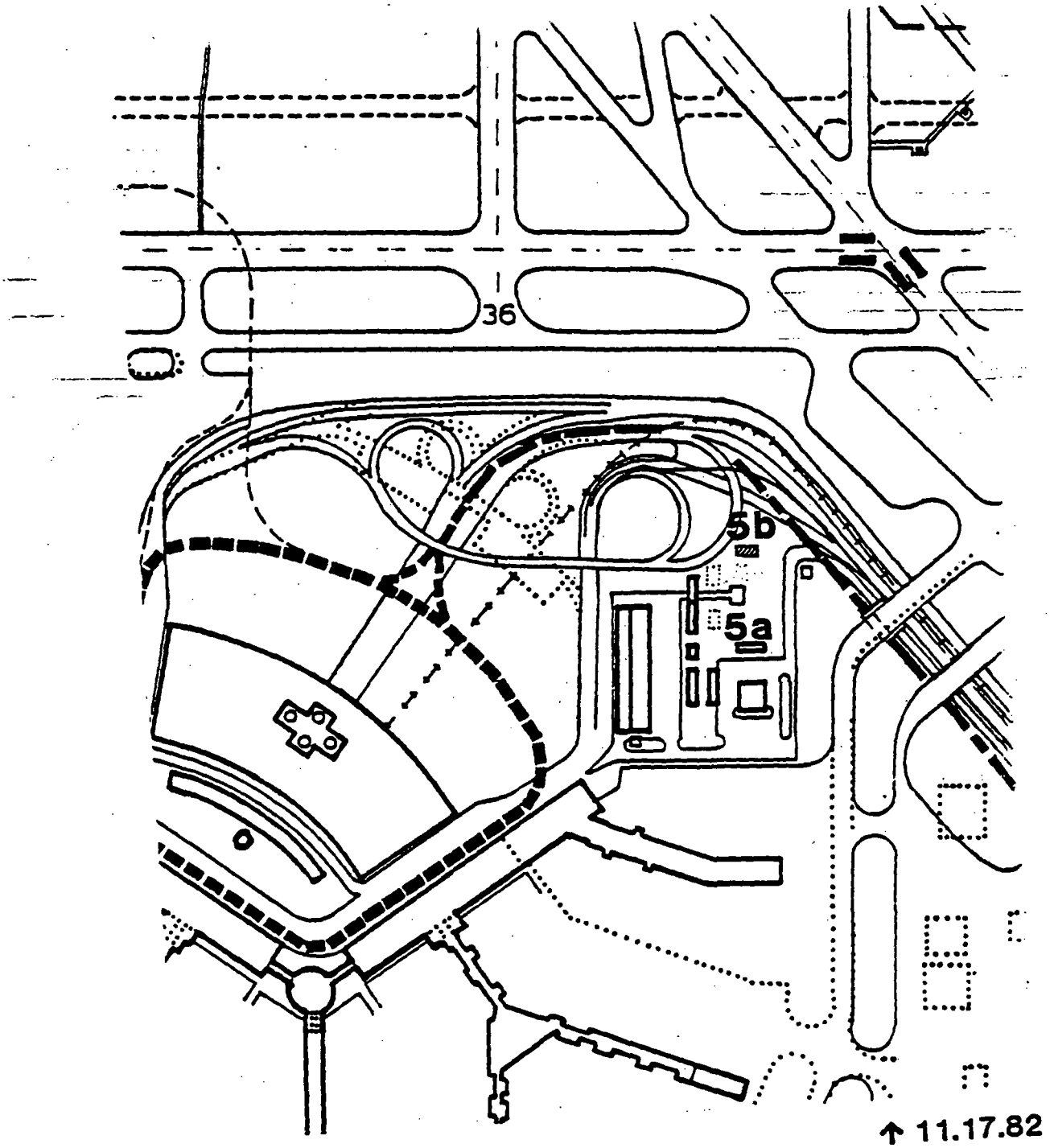
Airline Funded Total: $11,376,000

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Electrical Relocation	$5,076,000	9/84	10/85	I
b. Relocation RB-40 Substation	$6,300,000	5/83	12/83	I

Project Scope:

This project includes the relocation of the RB-40 electrical substation and the related electrcal lines leading to and emanating from this facility. The substation is being relocated from the southeast side of the airport utility service area (adjacent to the Concourse L apron) to the northern part of the utility service area.

AIRPORT DEVELOPMENT PLAN



Electrical Relocation

TA-5

AIRPORT DEVELOPMENT PLAN

Number: TA-6 Date: 1/17/83

Name: Utilities At Central Terminal Area

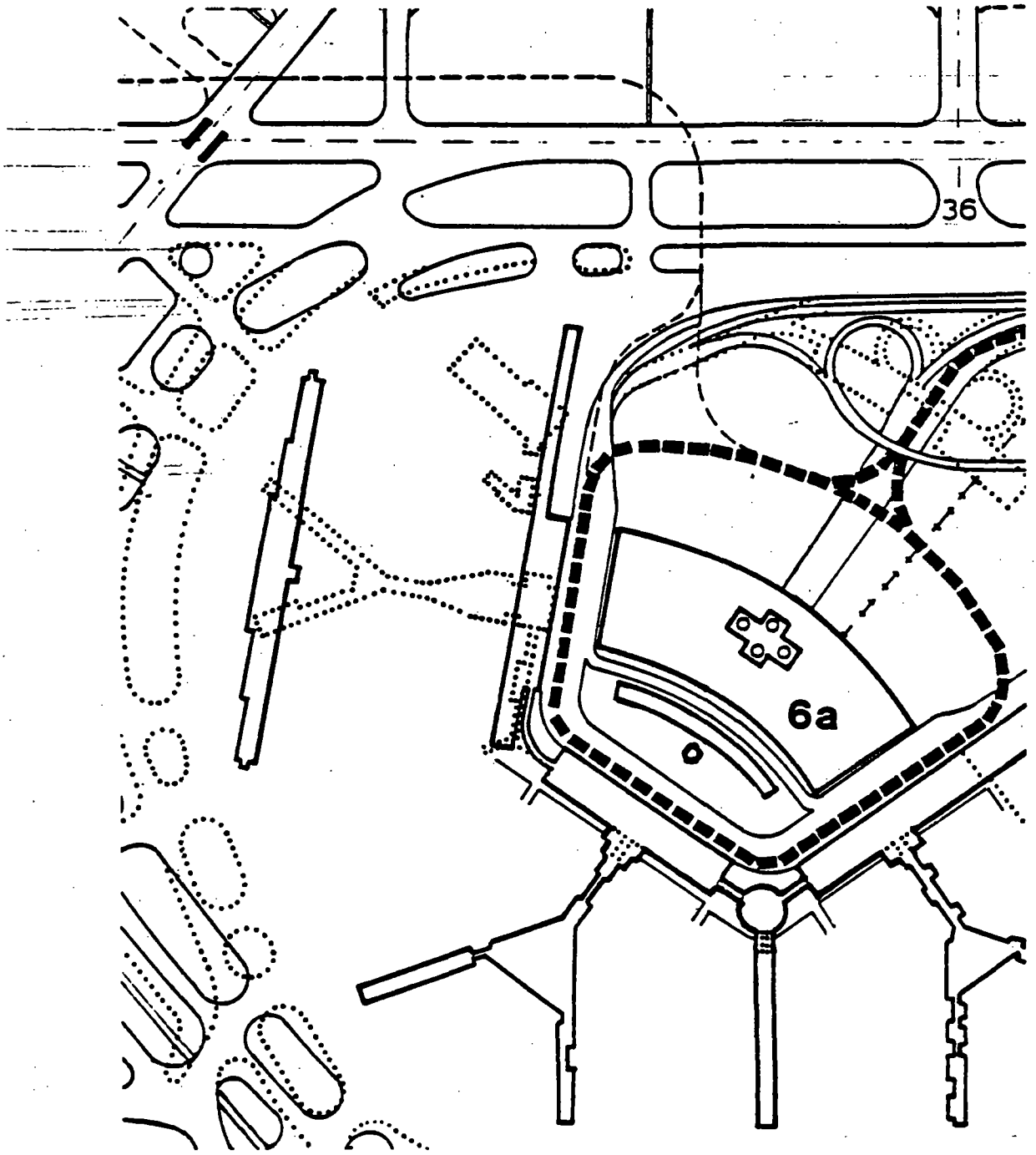
Airline Funded Total: $4,212,000

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Utilities at Central Terminal	$4,212,000	4/85	11/85	II

Project Scope:

This project provides for the development and expansion of utility systems in the central terminal area. Included are the Illinois Bell Telephone systems as well a the City of Chicago supervisory and signaling systems.

AIRPORT DEVELOPMENT PLAN



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Utilities at Central Terminal Area

TA–6

AIRPORT DEVELOPMENT PLAN

Number: TA-7 Date: 1/17/83

Name: Terminal 2/3 Additions

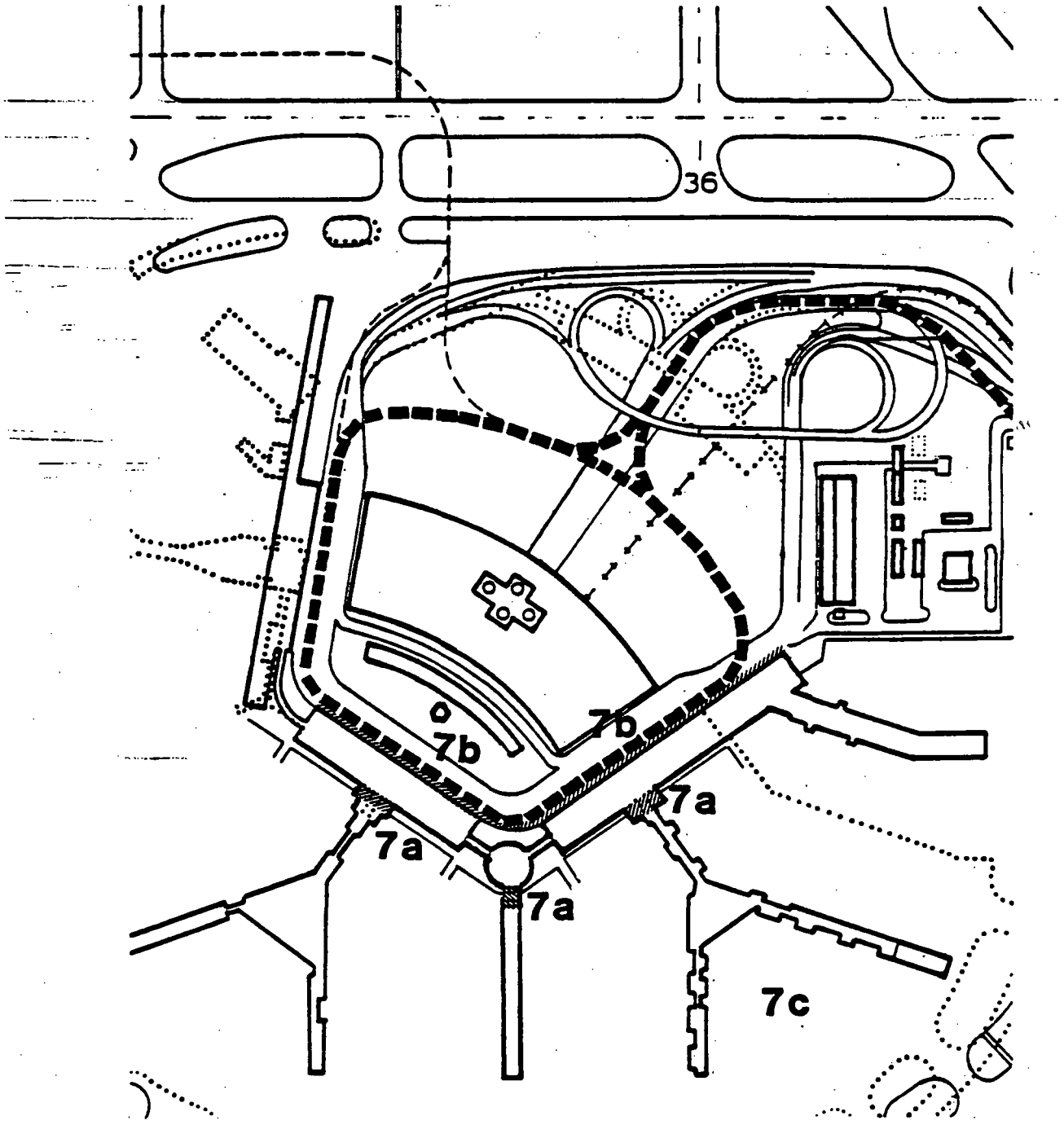
Airline Funded Total: $7,562,074

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Security Additions Concourses E/F, G and H/K (Category 2)	$2,799,360	9/83	8/84	II
b. Canopies	$3,801,600	9/83	8/84	II
c. Concourse Concession Improvements	$961,114	9/83	8/84	II
d. Restaurant Building Circulation Improvements	$0	8/84	3/85	

Project Scope:

This project encompasses the implemetation of miscellaneous terminal facility improvements. Proposed are new security screening areas for Concourses, E/F, G and H/K. The new security areas will be located over the baggage roadway behind (apron side) the terminal building on each side of the concourse. The new areas will provide approximately 7,200 SF of new building space at each concourse. The provision of a canopy for the DGT system for Terminals 2 and 3 consistent with the canopy development proposed for Terminal 1 is included. Also included is the improvement of concession spaces within the terminal and concourse buildings.

AIRPORT DEVELOPMENT PLAN



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Terminal 2/3 Additions

TA-7

AIRPORT DEVELOPMENT PLAN

Number: TA-8 Date: 1/17/83

Name: Cargo and Freight Forwarder Relocations (Share with IT-5)

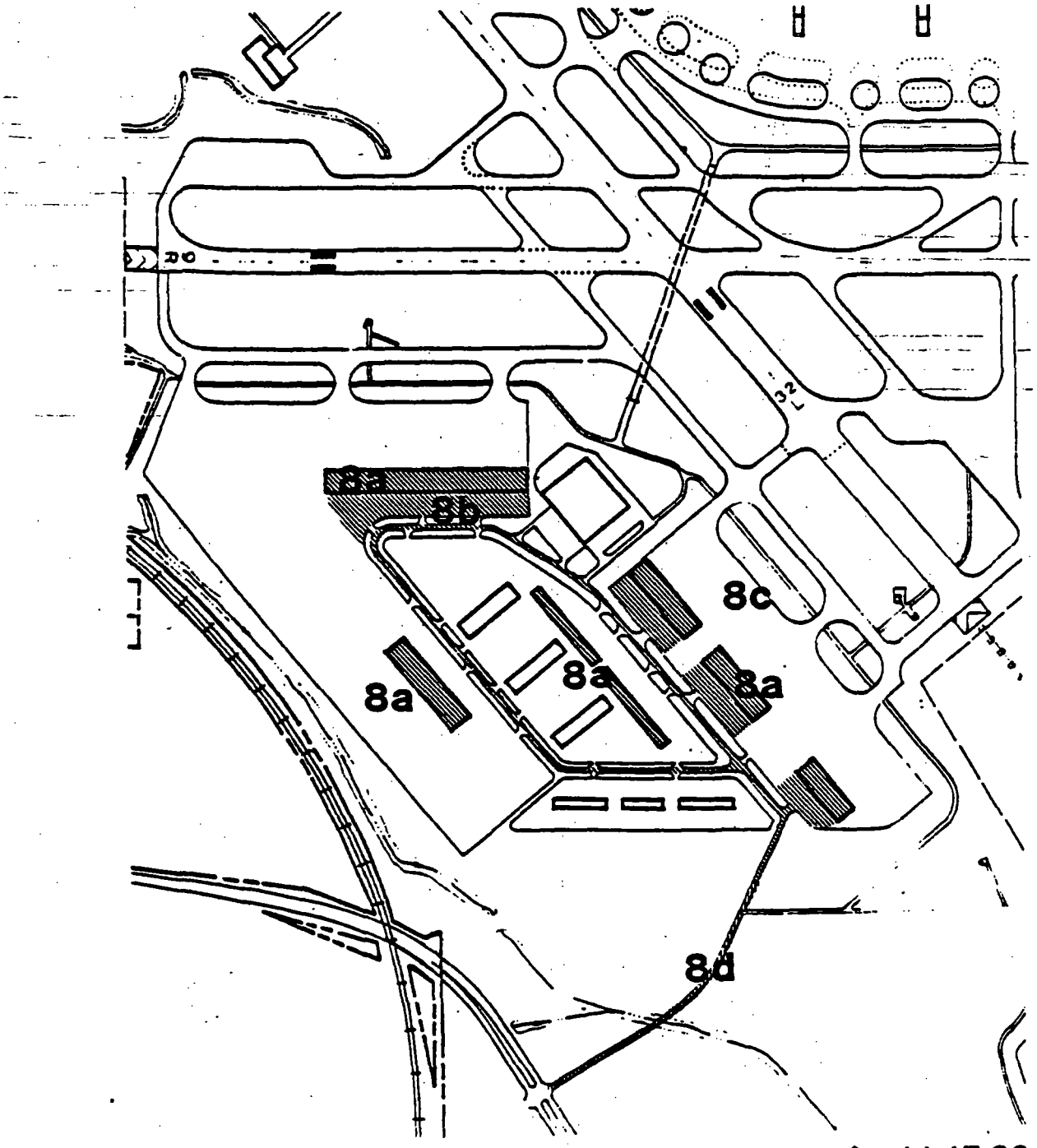
Airline Funded Total: $44,083,133

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Replacement of Cargo and Freight Buildings	$28,174,305	10/84	2/86	II
b. Associated Utilities	$13,758,578	10/84	7/85	II
c. Access Road to Cargo	$2,150,250	4/85	9/85	II

Project Scope:

Included in this project are fund allocations for replacement of cargo and freight buildings as well as related truck aprons. The installation and development of new access roads and utility systems is also included as a part of the new southwest cargo site development. Allowances will reflect a pro-rata share of total square footage of facilities to be relocated including #1, Joint Use Cargo Building #2, Flying Tigers, United Airlines, TWA, Emery Air Freight, Airborne, KLM Cargo, and WTC Air Freight.

AIRPORT DEVELOPMENT PLAN



Cargo, and Freight Forwarder Relocations (Share with IT-5)

TA-8

AIRPORT DEVELOPMENT PLAN

Number: TA-9 Date: 1/17/83

Name: H&R Plant Expansion (Share with IT-4)

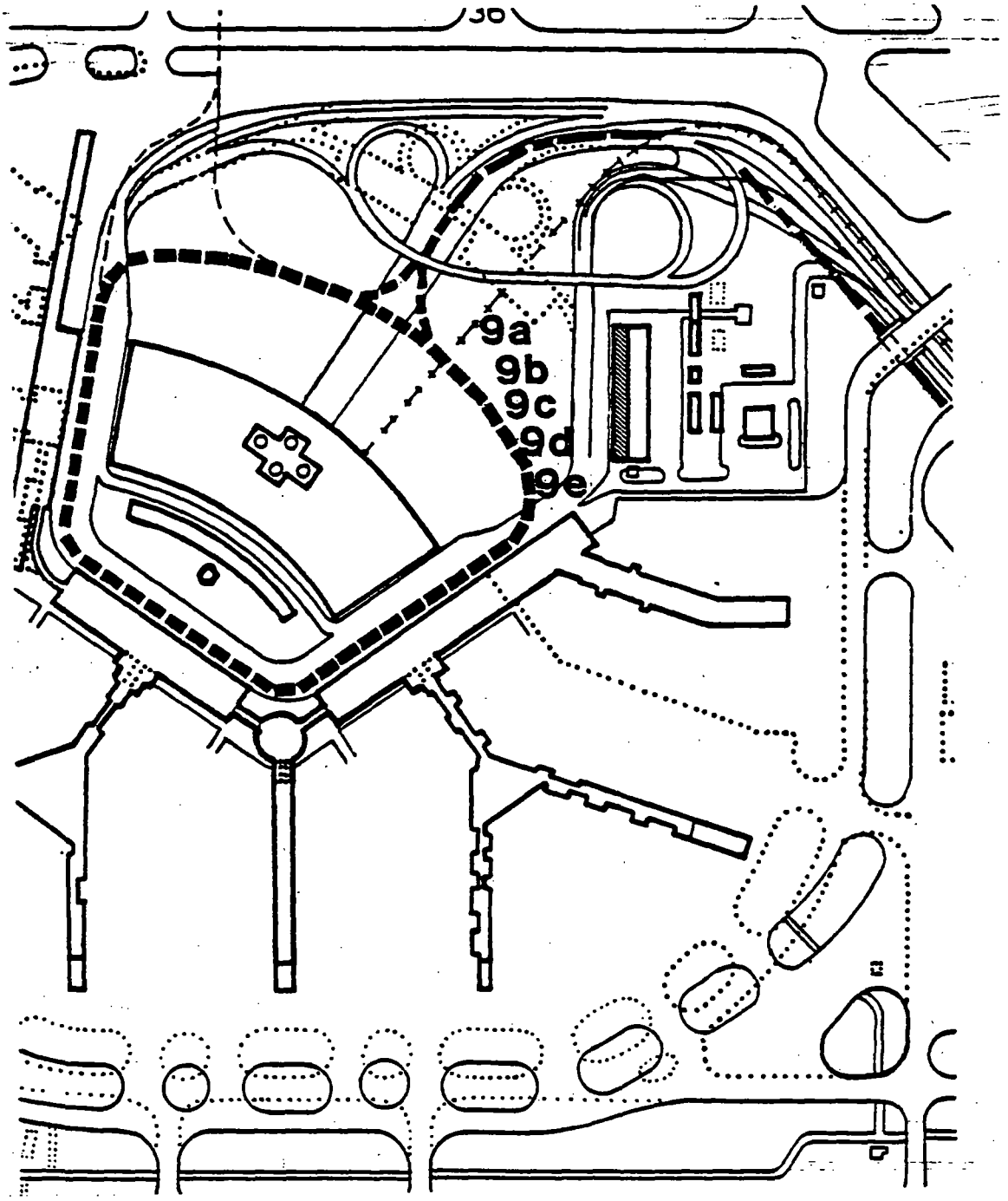
Airline Funded Total: $20,703,583

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Building Addition	$5,376,375	9/84	10/85	II
b. HTW Generator	$3,058,560	4/84	10/85	II
c. 4000 Ton Chiller (Category 1)	$2,293,920	5/83	9/84	I
4000 Ton Chiller	2,293,920	4/84	10/85	II
d. Supervisory System	$3,840,404	4/84	10/85	II
e. Electrical Equipment	$3,840,404	4/84	10/85	II

Project Scope:

This project provides for a 75,000 SF expansion of the H&R Plant and new equipment which includes two High Temperature Water Generator, two 4000 ton chillers, a supervisory system and all related electrical components.

AIRPORT DEVELOPMENT PLAN



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H&R Plant Expansion
(Share with IT-4)

TA-9

AIRPORT DEVELOPMENT PLAN

Number: TA-10 Date: 1/17/83

Name: Relocated FIS Facility
Category 1)

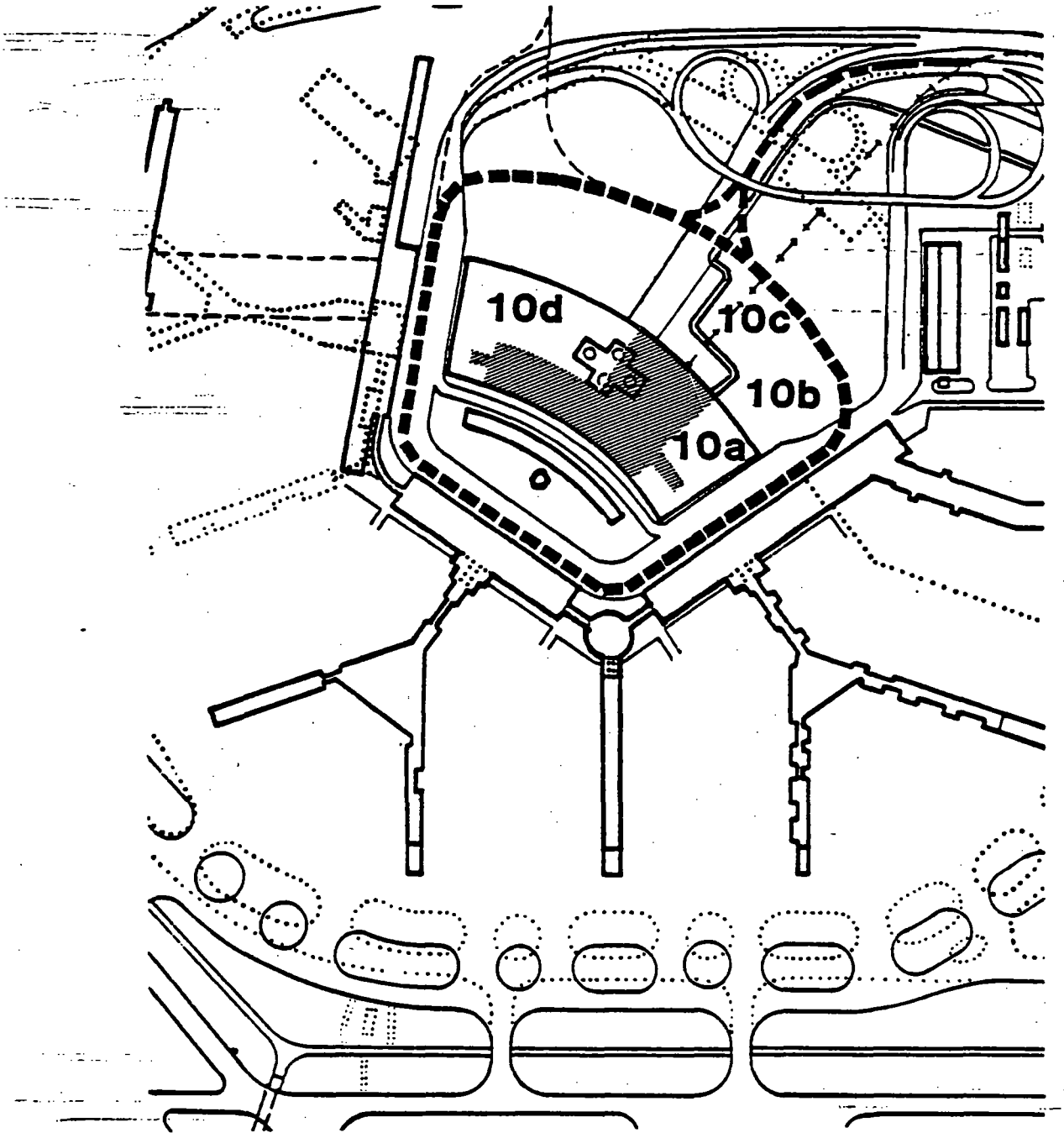
Airline Funded Total: $16,666,560

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Terminal	$12,182,400	7/83	6/84	I
b. Buses	$2,799,360	1/84	6/84	I
c. Associated Roadwork	$1,188,000	7/83	11/83	I
d. Facility Restoration	$496,800	10/88	12/88	I

Project Scope:

This project includes the development of an international passenger processing facility. This facility, proposed to be located in the existing parking structure, will provide 250,000 S.F. of building space for airline ticketing and baggage functions as well as Federal Inspection Service facilities. Related items included in this project are busses, and roadway work to provide access to the FIS Relocation Facility, as well as the restoration of the facility back to its original use at such time as such facilities are no longer needed.

AIRPORT DEVELOPMENT PLAN



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Relocated FIS Facility

TA-10

AIRPORT DEVELOPMENT PLAN

Number: TA-11 Date: 1/17/83

Name: Extension and Improvement Concourse K

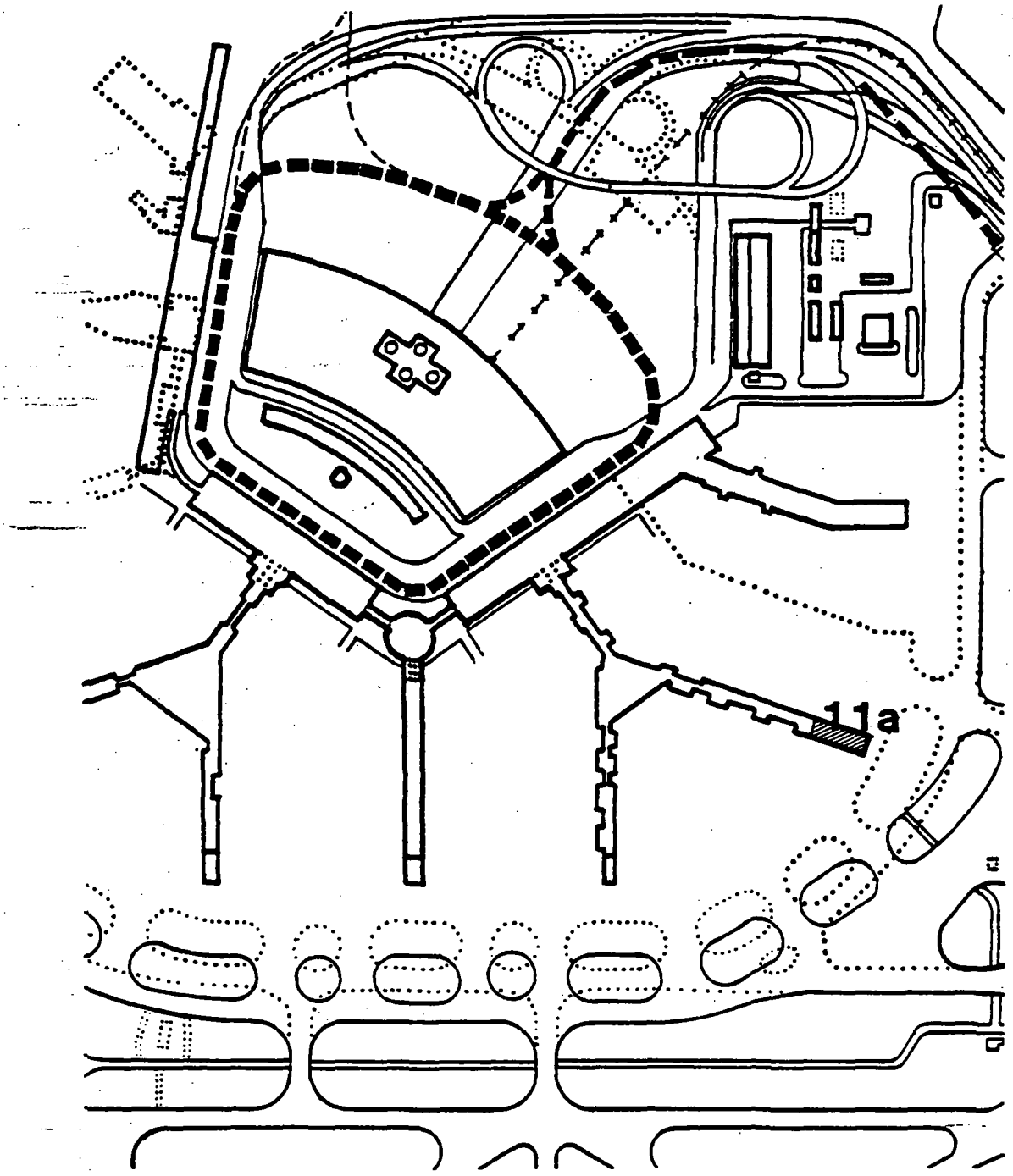
Airline Funded Total: $3,240,000

Components	Airline Funded Cost	Estimated Constr. Start	Complete	Funding Priority
a. Extension and Improvement Concourse K	$3,240,000	1/85	12/85	I

Project Scope:

This project includes a 200 foot building extension of Concourse K providing 21,700 SF of building space of which not less than 70% will be airline Exclusive Use Premises. A total of 500 LF of aircraft gate frontage is provided by the extension.

AIRPORT DEVELOPMENT PLAN



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Extension and Improvement
Concourse K

TA-11

AIRPORT DEVELOPMENT PLAN

Number: TA-12 Date: 1/17/83

Name: Post Office (Share with IT-6)

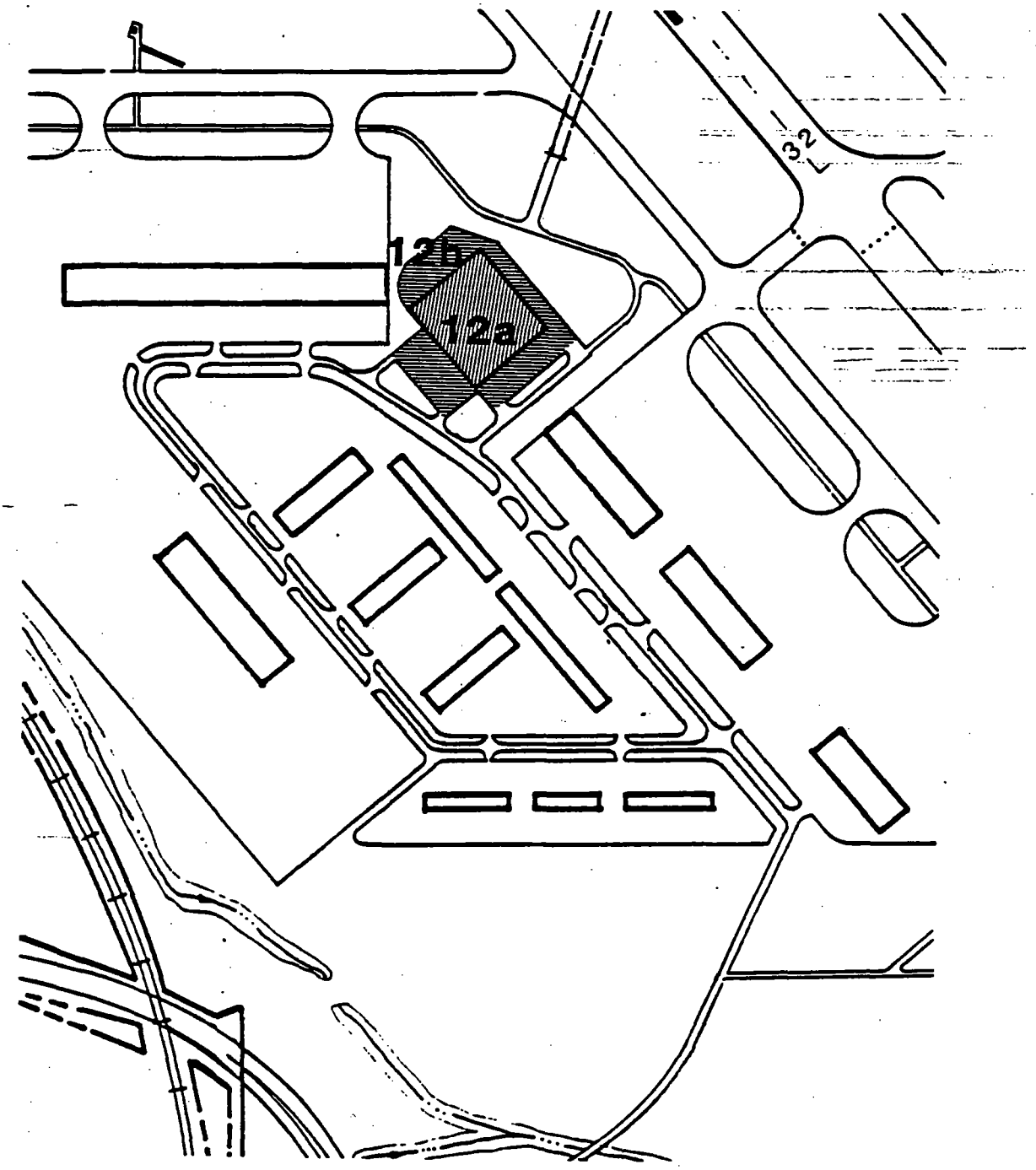
Airline Funded Total: $1,707,573

Components	Airline Funded Cost	Estimated Constr. Start	Complete	Funding Priority
a. Post Office	$986,523	11/84	2/86	II
b. Truck Apron	$721,050	5/85	7/85	II

Project Scope:

This project provides for the replacement of the existing Post Office building. The new/replacement facility is to be constructed in the southwest cargo site. The costs for this project include new construction of the building, associated truck apron and parking areas and reflect the net present value of the existing facilities.

AIRPORT DEVELOPMENT PLAN



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Post Office (Share with IT-6)

TA-12

AIRPORT DEVELOPMENT PLAN

Number: TA-13 Date: 1/17/83

Name: Flight Kitchen Relocations

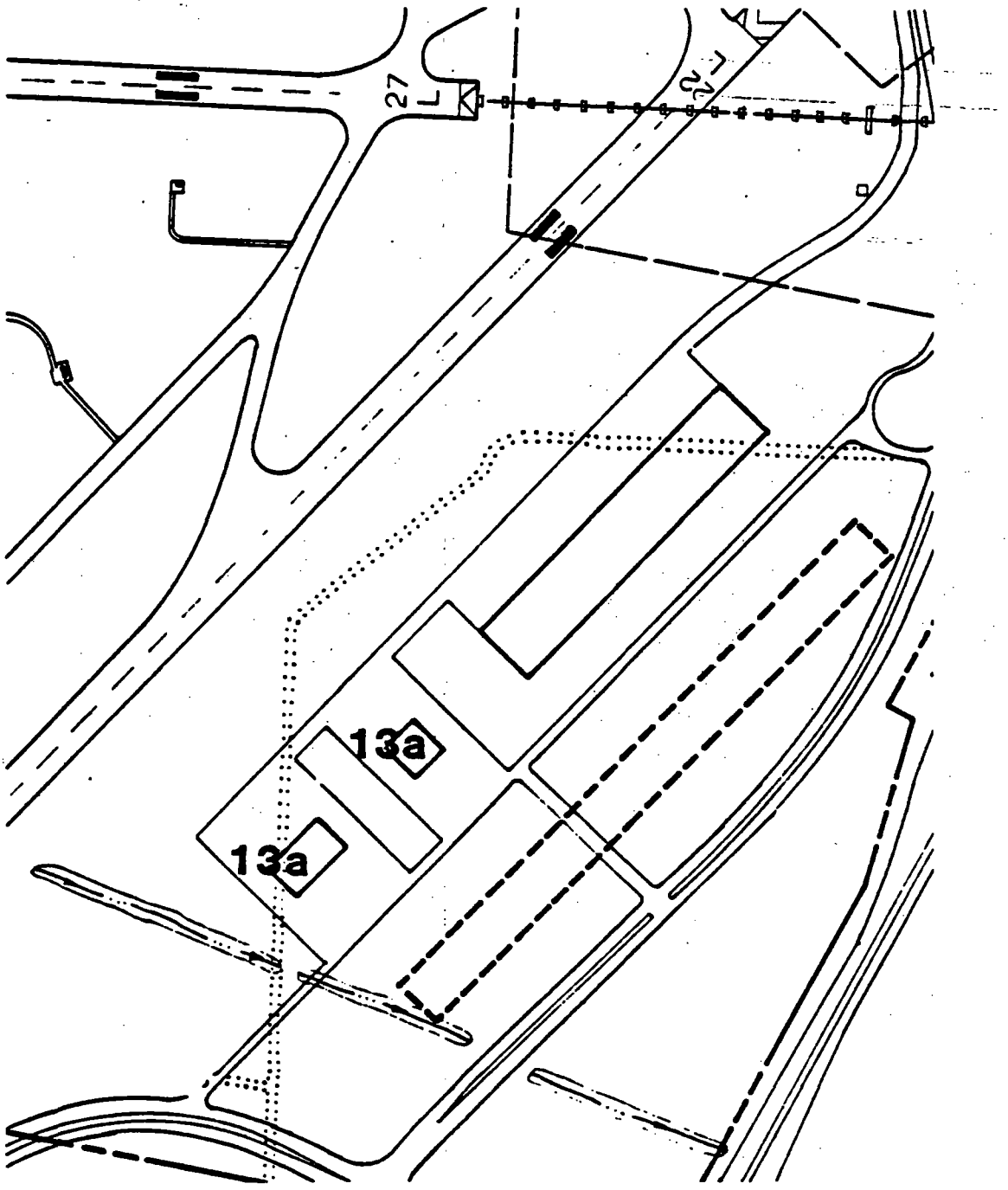
Airline Funded Total: $0

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Flight Kitchens	$0	9/83	8/84	

Project Scope:

The relocation of the existing Dobbs House and Marriot flight kitchen is required to provide the necessary right-of-way and clear area for the relocation of the Inner/Outer Taxiway in the Concourse K and L area. The funding allocation for the relocation of these facilities is zero.

AIRPORT DEVELOPMENT PLAN



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Flight Kitchen Relocations

TA-13

AIRPORT DEVELOPMENT PLAN

Number: TA-14 Date: 1/17/83

Name: Extension and Improvement of Concourse F

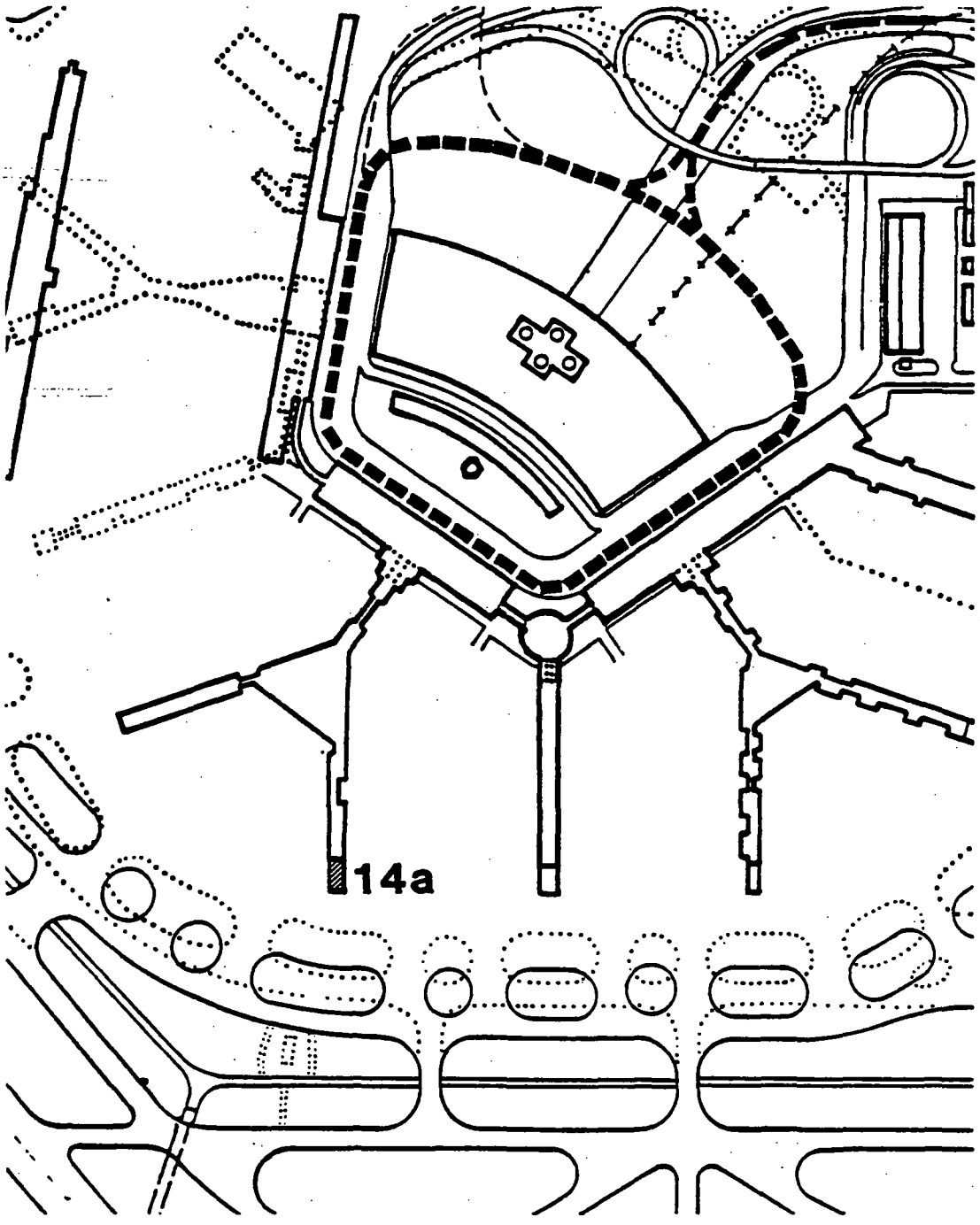
Airline Funded Total: $1,620,000

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Extension and Improvement of Concourse F	$1,620,000	3/86	2/87	I

Project Scope:

This project includes a 100 foot building extension to Concourse F, providing 10,700 SF of building space of which not less than 70% will be airline Exclusive Use Premises. A total of 310 LF of aircraft gate frontage is provided by the extension.

AIRPORT DEVELOPMENT PLAN



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Extension and Improvement
of Concourse F

TA-14

AIRPORT DEVELOPMENT PLAN

Number: TA-15 Date: 1/17/83

Name: Extension and Imrprovement of Concourse G

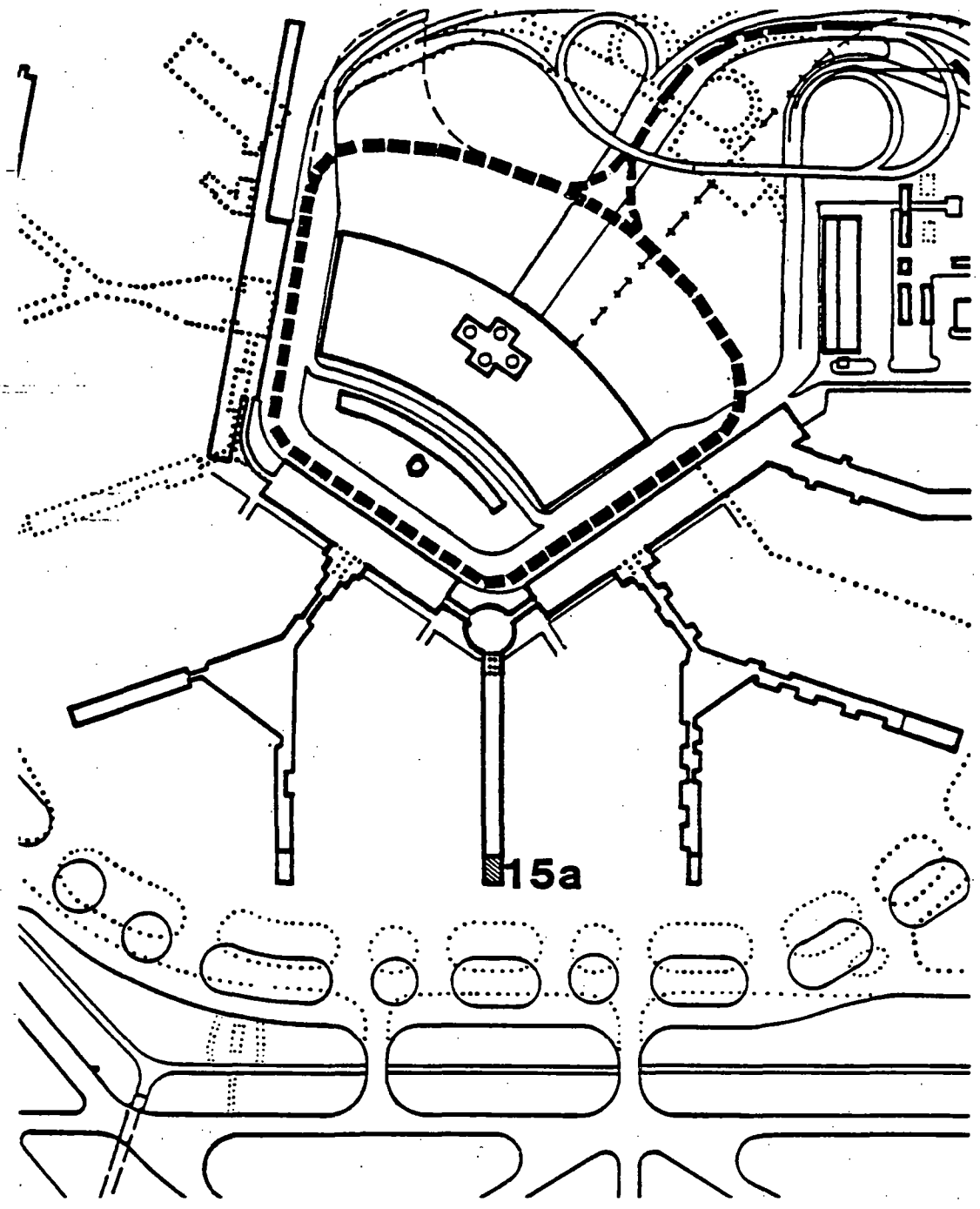
Airline Funded Total: $1,620,000

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Extension and Improvement of Concourse G	$1,620,000	7/86	6/87	I

Project Scope:

This project includes a 100 foot building extension to Concourse G, providing 10,700 SF of building space of which not less than 70% will be airline Exclusive Use Premises. A total of 310 LF of aircraft frontage is provided by the extension.

AIRPORT DEVELOPMENT PLAN



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Extension and Improvement of Concourse G

TA-15

AIRPORT DEVELOPMENT PLAN

Number: TA-16 Date: 1/17/83

Name: Extension and Imrprovement of Concourse H

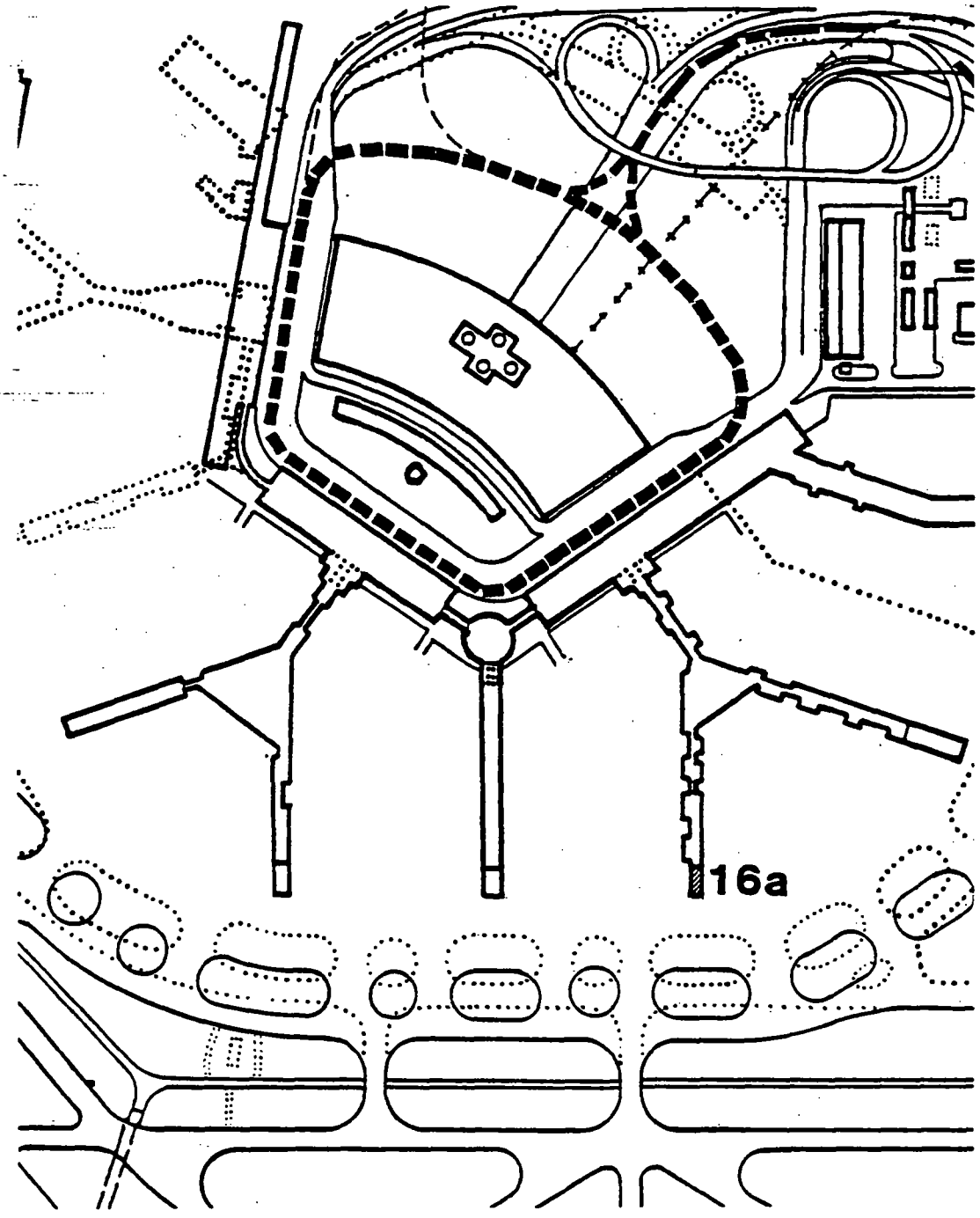
Airline Funded Total: $1,620,000

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Extension and Improvement of Concourse H	$1,620,000	10/86	9/87	I

Project Scope:

This project includes a 100 foot building extension to Concourse G, providing 10,700 SF of building space of which not less than 70% will be airline Exclusive Use Premises. A total of 300 LF of aircraft gate frontage is provided by the extension.

AIRPORT DEVELOPMENT PLAN



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Extension and Improvement of Concourse H

TA-16

AIRPORT DEVELOPMENT PLAN

Number: TA-17 Date: 1/17/83

Name: Inter-Line Baggage Improvements

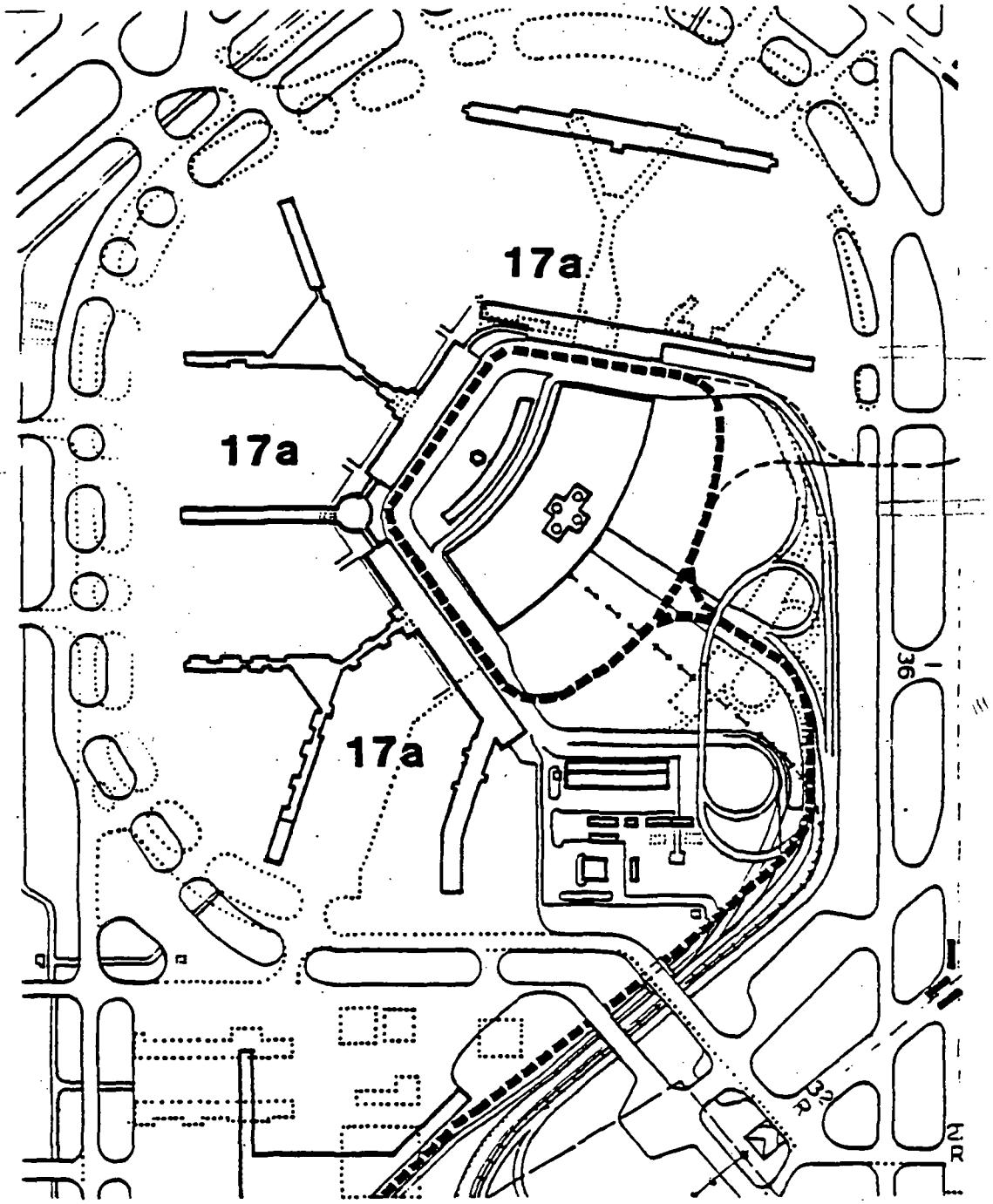
Airline Funded Total: $0

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Baggage Improvements	$0	1/89	12/89	

Project Scope:

This project includes improvements to the inter-line baggage system which may include the installation of a mechanized transport/sort system. The funding allocation for this project is zero.

AIRPORT DEVELOPMENT PLAN



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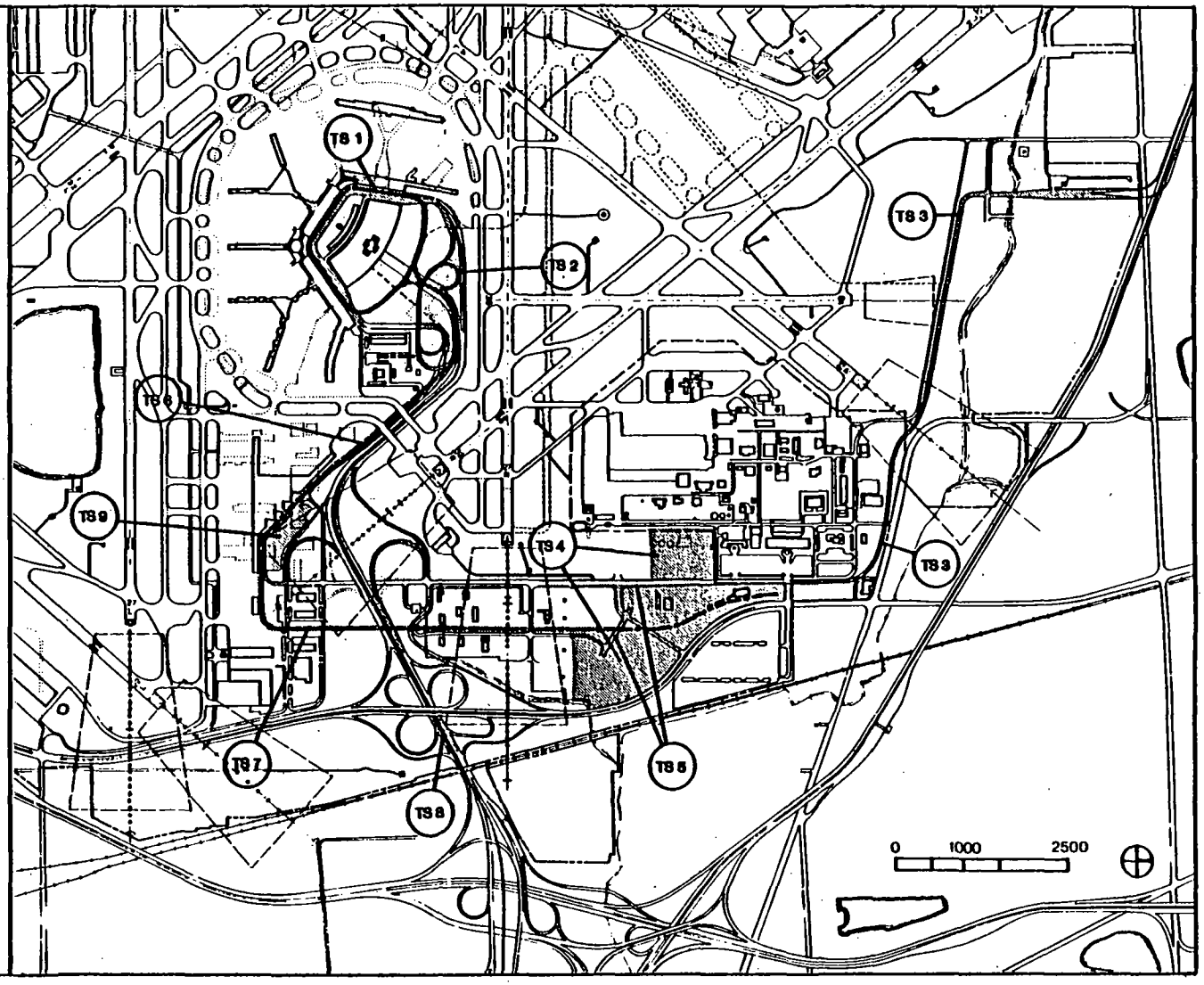
Inter-Line Baggage Improvements **TA-17**

TERMINAL SUPPORT CRC (TS)

12.7.82

TERMINAL SUPPORT CRC CAPITAL PROJECTS

- TS-1. Central Terminal Curb-frontage Expansion
- TS-2. Central Terminal Recirculation Improvements
- TS-3. NW Tollway Connection/ Wolf to Zemke
- TS-4. Remote Parking East
- TS-5. Old Mannheim Improvements
- TS-6. DGT Inter-Terminal
- TS-7. DGT East Remote Parking
- TS-8. Access Roadway Improvements
- TS-9. Ramps and Roadways at Old Mannheim



CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Rapatte Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Operating Consortium
LANDRUM & BROWN Aviation Consultants

AIRPORT DEVELOPMENT PLAN
TERMINAL SUPPORT COST REVENUE CENTER

EXHIBIT B 1C

AIRPORT DEVELOPMENT PLAN

SUMMARY SHEET (1/17/83)

		CATEGORY 1	CATEGORY 2	FUNDING PRIORITY I	AIRLINE FUNDED TOTALS
TERMINAL SUPPORT CRC CAPITAL PROJECTS					
TS-1.	Central Terminal Curb-front Expansion			$15,940,108	$15,940,108
TS-2.	Central Terminal Recirculation Improvements				$9,288,000
TS-3.	NW Tollway Connection/ Wolf to Zemke				$23,832,000
TS-4.	Remote Parking East				$13,310,363
TS-5.	Old Mannheim Improvements				$1,512,000
TS-6.	DGT Inter-Terminal		$43,766,491		$43,766,491
TS-7.	DGT East Remote Parking				$44,454,530
TS-8.	Access Roadway Improvements				$3,240,000
TS-9.	Ramps and Roadways at Old Mannheim				$9,998,618
	TOTALS	$0	$43,766,491	$15,940,108	$165,342,110

AIRPORT DEVELOPMENT PLAN

Number: TS-1 Date: 1/17/83

Name: Central Terminal Curbfront Expansion

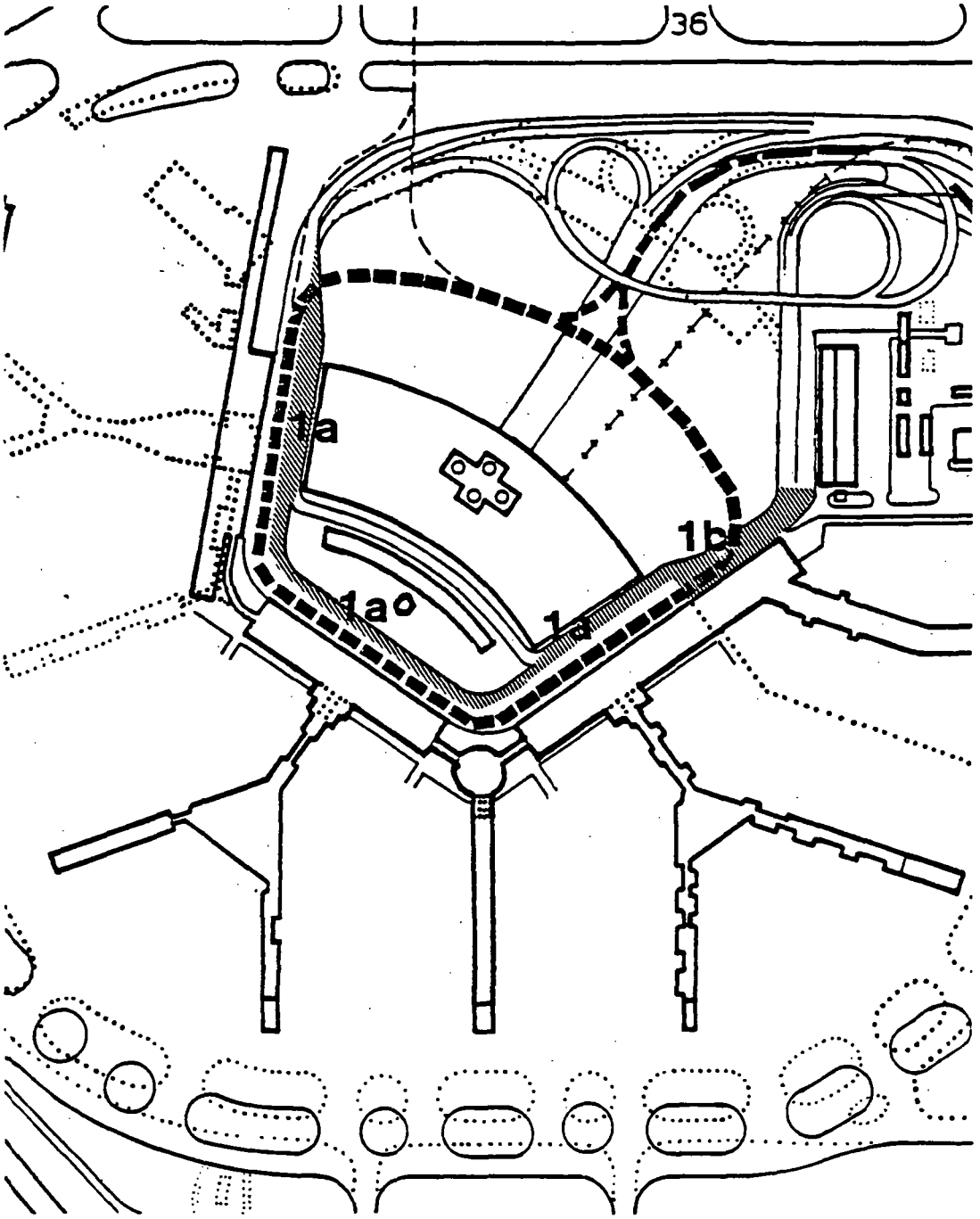
Airline Funded Total: $15,940,108

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Outer Curbfront Expansion	$8,259,378	1/86	2/87	I
b. Terminal 3A Upper and Lower Roadways	$7,680,730	3/83	4/84	I

Project Scope:

Included in this project are the addition of one traffic lane to the existing terminal roadway and the extension of the upper and lower levels of the roadway along Terminal 3A. The provision of roadway signs and bus shelters for Terminal 3A are also part of this project.

AIRPORT DEVELOPMENT PLAN



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Central Terminal Curb-front Expansion

TS-1

AIRPORT DEVELOPMENT PLAN

Number: TS-2 Date: 1/17/83

Name: Central Terminal Recirculation Improvements

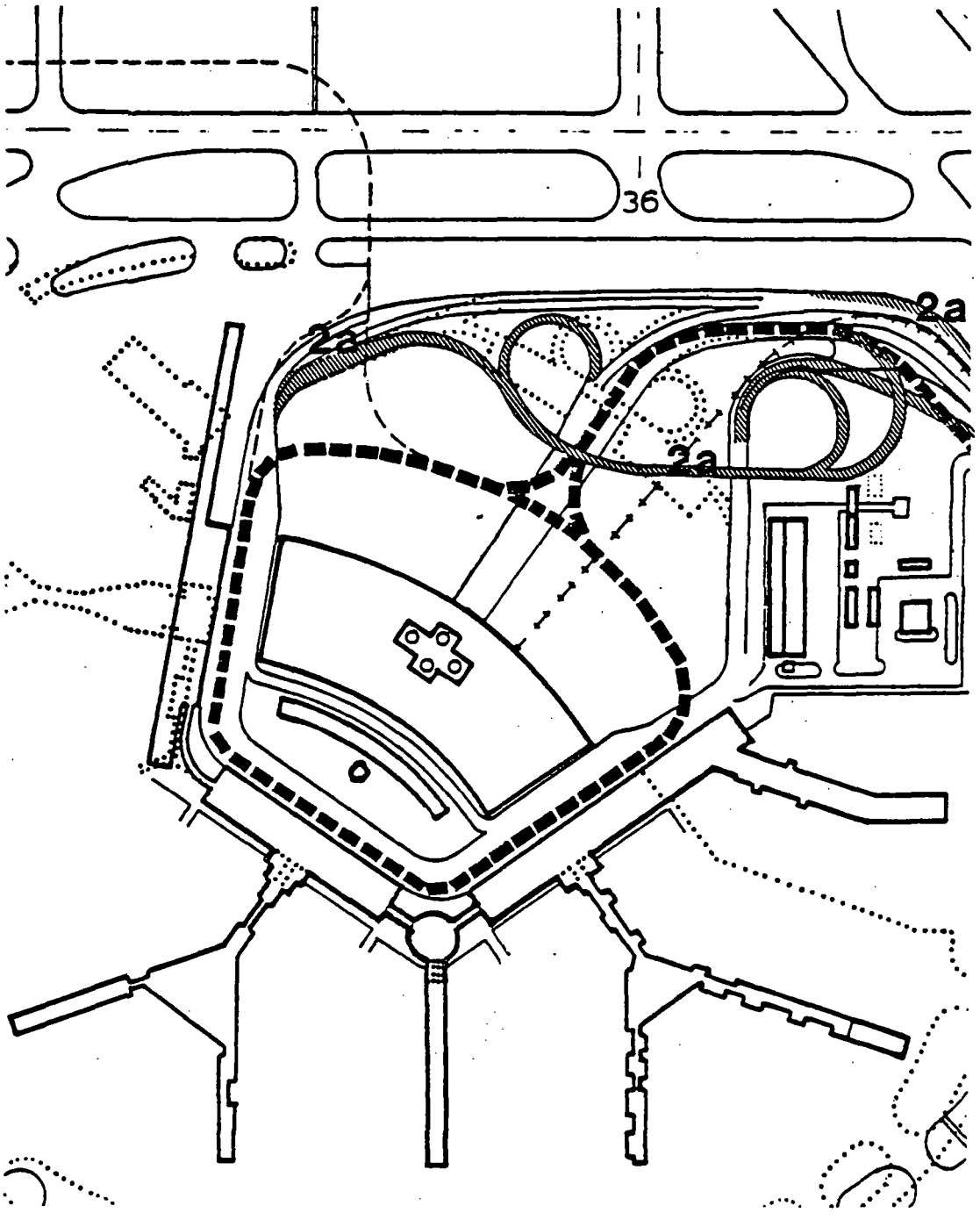
Airline Funded Total: $9,288,000

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Recirculation Roadway Improvements	$9,288,000	1/86	2/87	II

Project Scope:

A grade separated roadway and ramps connecting the terminal roadway entrance, exit, and parking facilities.

AIRPORT DEVELOPMENT PLAN



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Central Terminal Recirculation Improvements

TS-2

AIRPORT DEVELOPMENT PLAN

Number: TS-3 Date: 1/17/83

Name: NW Tollway Connection Wolf to Zemke

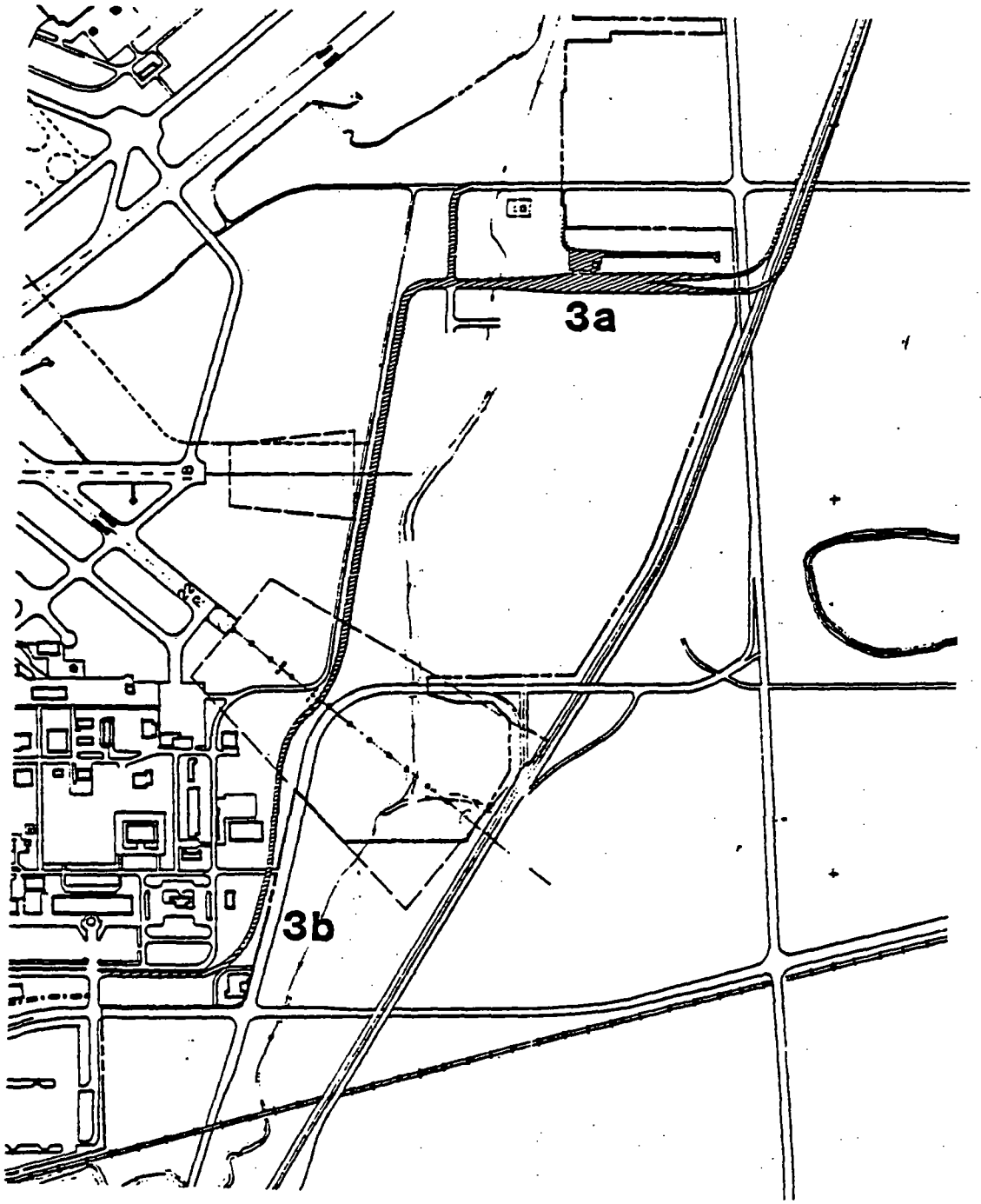
Airline Funded Total: $23,832,000

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. NW Tollway Connection (includes modification of related existing Tollway facilities)	$22,032,000	9/84	10/85	II
b. ROW Acquistition	$1,800,000	11/83	8/84	II

Project Scope:

This project involves the provision of entrance and exit ramps to and from the NW Tollway to provide more direct access for airport traffic from the northwest. These ramps will provide access to Wolf and Zemke roads. A roadway connecting to Old Mannheim Road is also included. Outside funds amounting to $10,000,000 will be sought to complete this project.

AIRPORT DEVELOPMENT PLAN



→ 11.17.82

NW Tollway Connection/
Wolf to Zemke

TS-3

AIRPORT DEVELOPMENT PLAN

Number: TS-4 Date: 1/17/83

Name: Remote Parking East

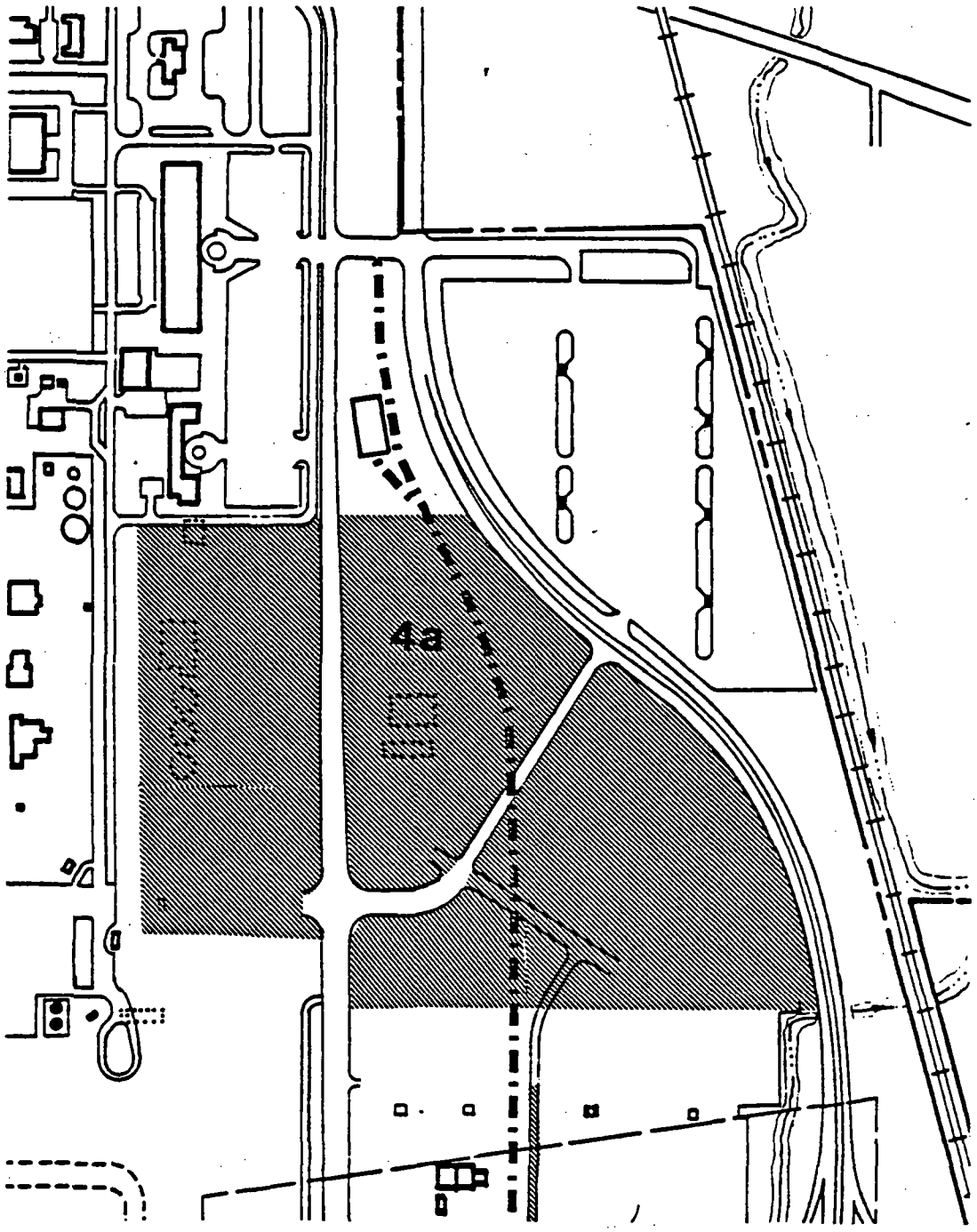
Airline Funded Total: $13,310,363

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Remote Parking	$13,310,363	9/85	6/86	II

Project Scope:

TS-4 encompasses provision of at-grade parking between Old Mannheim Road just North of the existing Lot C. Additional parking will also be provided west of Old Mannheim Road. Parking will be provided for airline passengers, rental car facilities and employees.

AIRPORT DEVELOPMENT PLAN



Remote Parking East

TS-4

AIRPORT DEVELOPMENT PLAN

Number: TS-5 Date: 1/17/83

Name: Old Mannheim Improvements

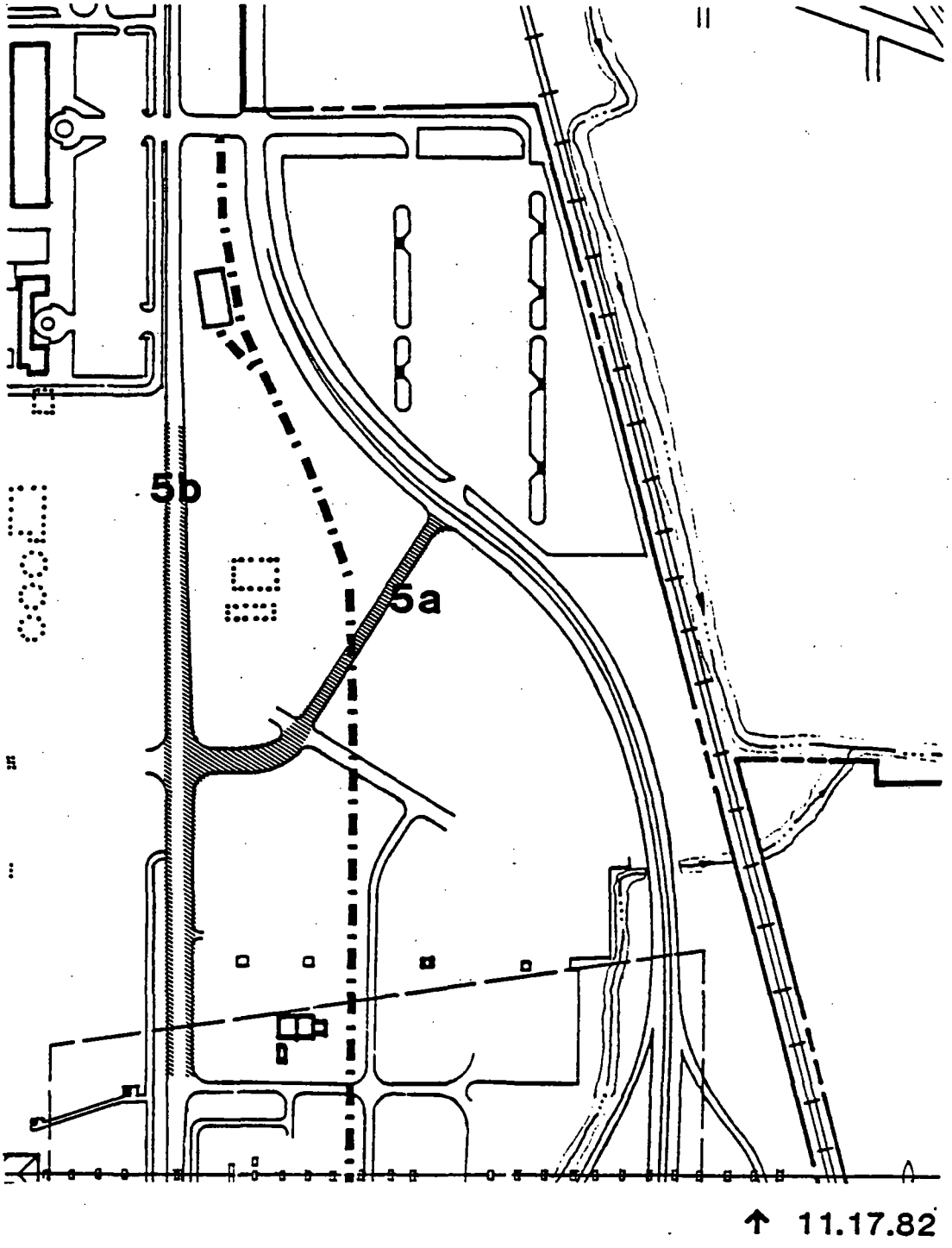
Airline Funded Total: $1,512,000

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Mannheim/Old Mannheim Connector Road	$756,000	1/86	6/86	II
b. Old Mannheim Improvements	$756,000	1/86	6/86	II

Project Scope:

Included in this project is the construction of a connector road between Mannheim and Old Mannheim Roads just north of Parking Lot C. Also a part of this project is the rehabilitation/improvement of Old Mannheim Road.

AIRPORT DEVELOPMENT PLAN



Old Mannheim Improvements

TS-5

AIRPORT DEVELOPMENT PLAN

Number: TS-6 Date: 1/17/83

Name: DGT Inter-Terminal
(Category 2)

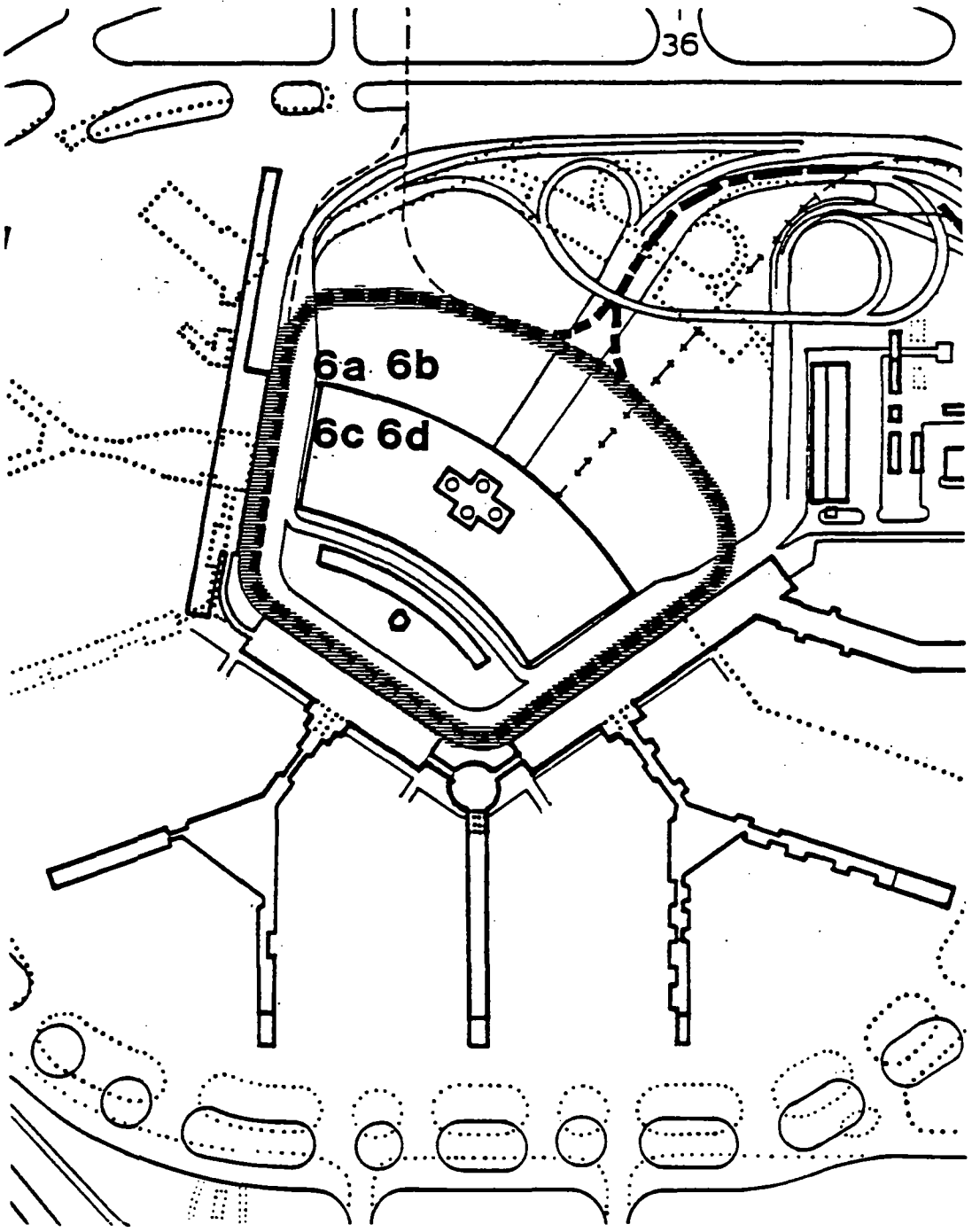
Airline Funded Total: $43,766,491

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Stations	$2,700,000	7/84	5/85	II
b. Structure and Guideway	$9,257,976	4/84	5/85	II
c. Electric and Control Systems	$1,617,001	11/84	12/85	II
d. Equipment	$30,191,514	11/84	12/85	II

Project Scope:

The DGT Inter Terminal project consists of two DGT stations as well as the necessary structures, guideway, electric and control systems, and equipment for the Central Terminal Area only. A third station will be included in Terminal 1.

AIRPORT DEVELOPMENT PLAN



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DGT Inter-Terminal

TS-6

AIRPORT DEVELOPMENT PLAN

Number: TS-7 Date: 1/17/83

Name: DGT East Remote Parking

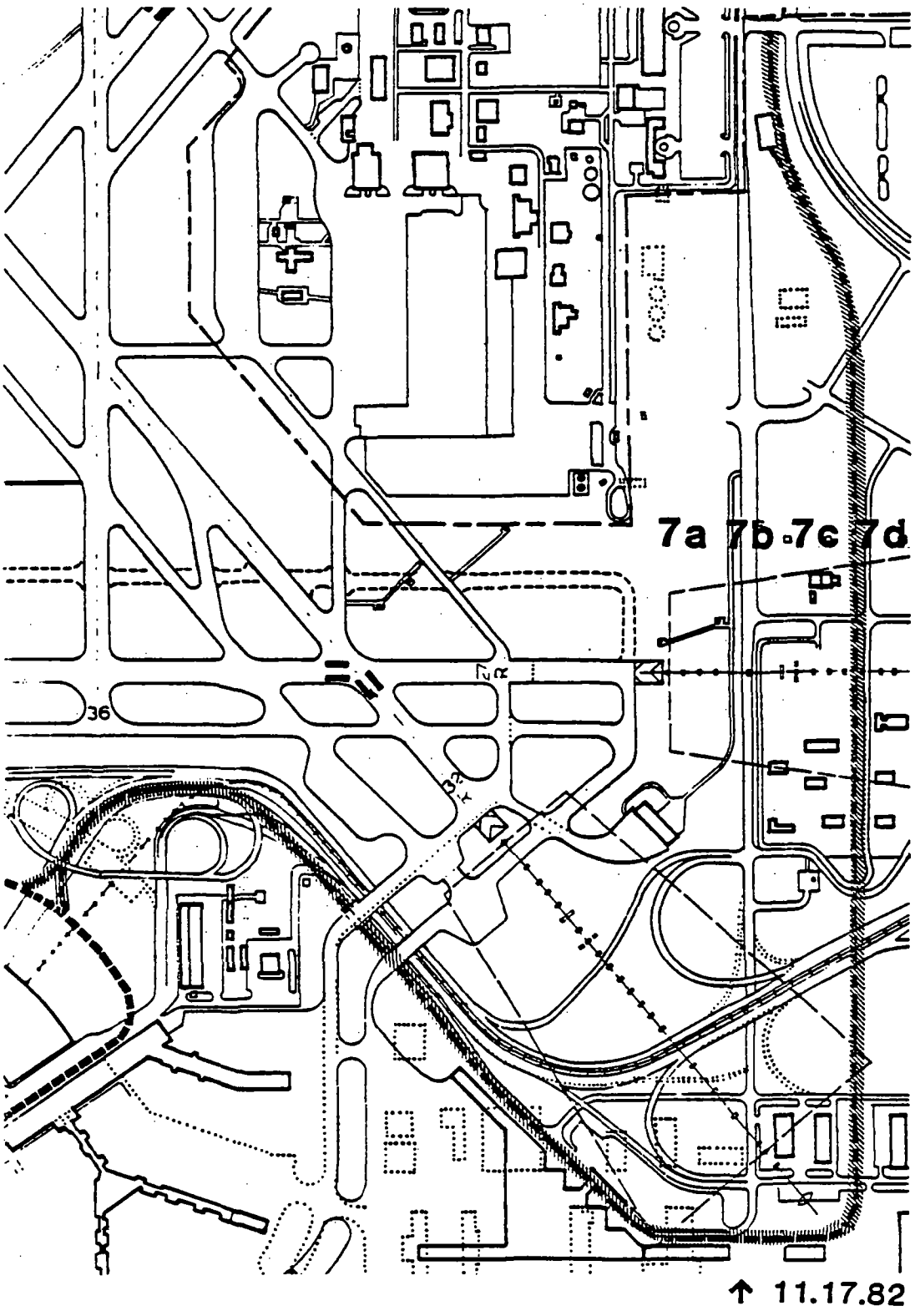
Airline Funded Total: $44,454,530

Components	Airline Funded Cost	Estimated Constr. Start	Complete	Funding Priority
a. Stations	$5,400,000	12/84	10/85	II
b. Structure and Guideway	$11,401,048	9/84	10/85	II
c. Electric and Control Systems	$1,294,998	4/85	5/86	II
d. Equipment	$26,358,484	4/85	5/86	II

Project Scope:

This project represents an extension of the DGT Inter-Terminal system to serve the East remote parking facilities. It will extend from the International Terminal to the East parking area and includes provision for four DGT stations and the necessary structures, guideway, electrical and control systems, and equipment.

AIRPORT DEVELOPMENT PLAN



DGT East Remote Parking

TS-7

AIRPORT DEVELOPMENT PLAN

Number: TS-8 Date: 1/17/83

Name: Access Roadway Improvements

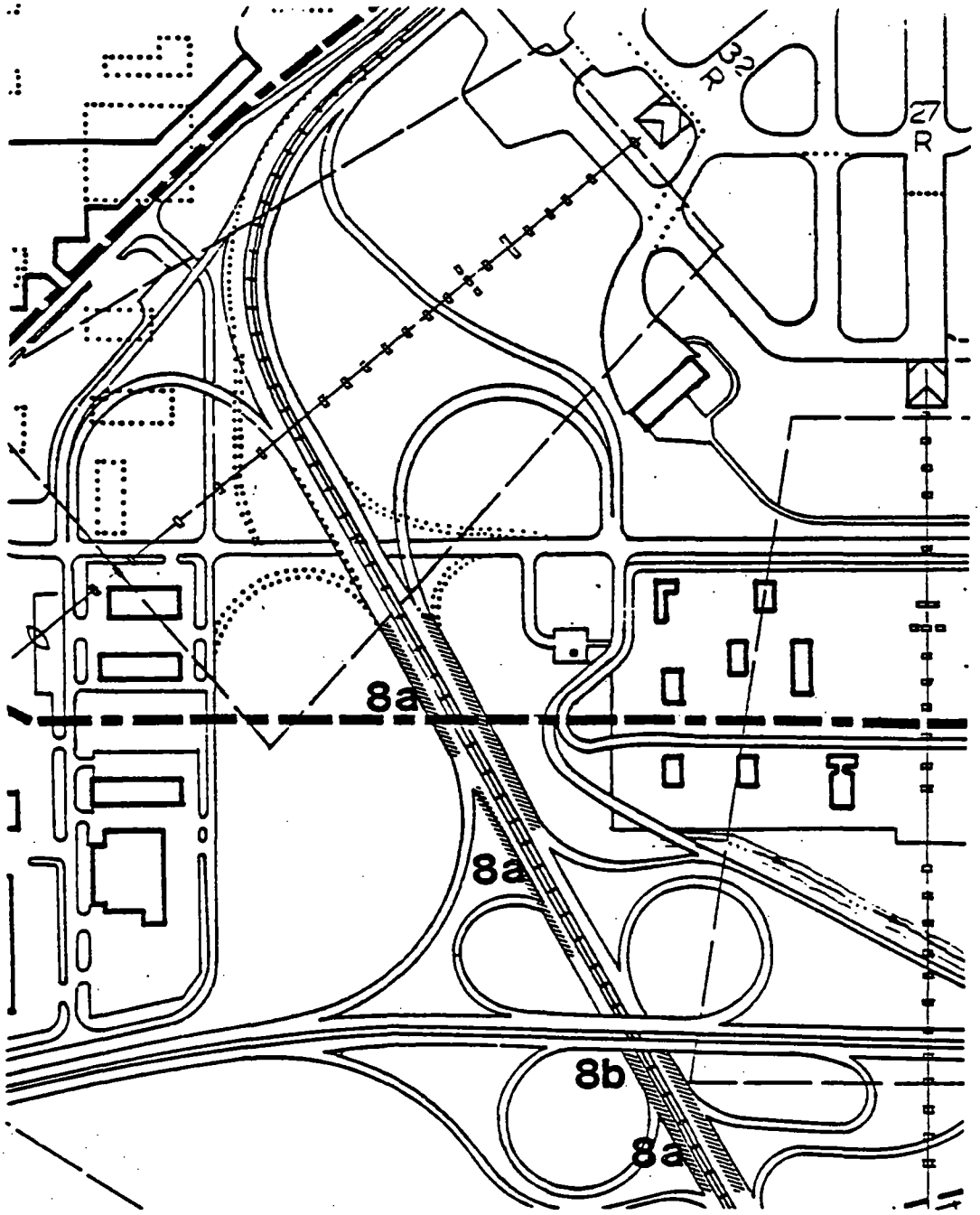
Airline Funded Total: $3,240,000

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Access Road Widening	$3,240,000	5/86	2/87	II
b. Access Roadway Signage	$0			

Project Scope:

This project consists of lane improvements along the Access Roadway between Old Mannheim Road on the West and the RR crossing on the East. An additional 13.8 million dollars will be sought from outside sources to complete selected elements excluded from this Project.

AIRPORT DEVELOPMENT PLAN



→ 11.17.82

Access Roadway Improvements

TS-8

AIRPORT DEVELOPMENT PLAN

Number: TS-9 Date: 1/17/83

Name: Ramps and Roadways at Old Mannheim

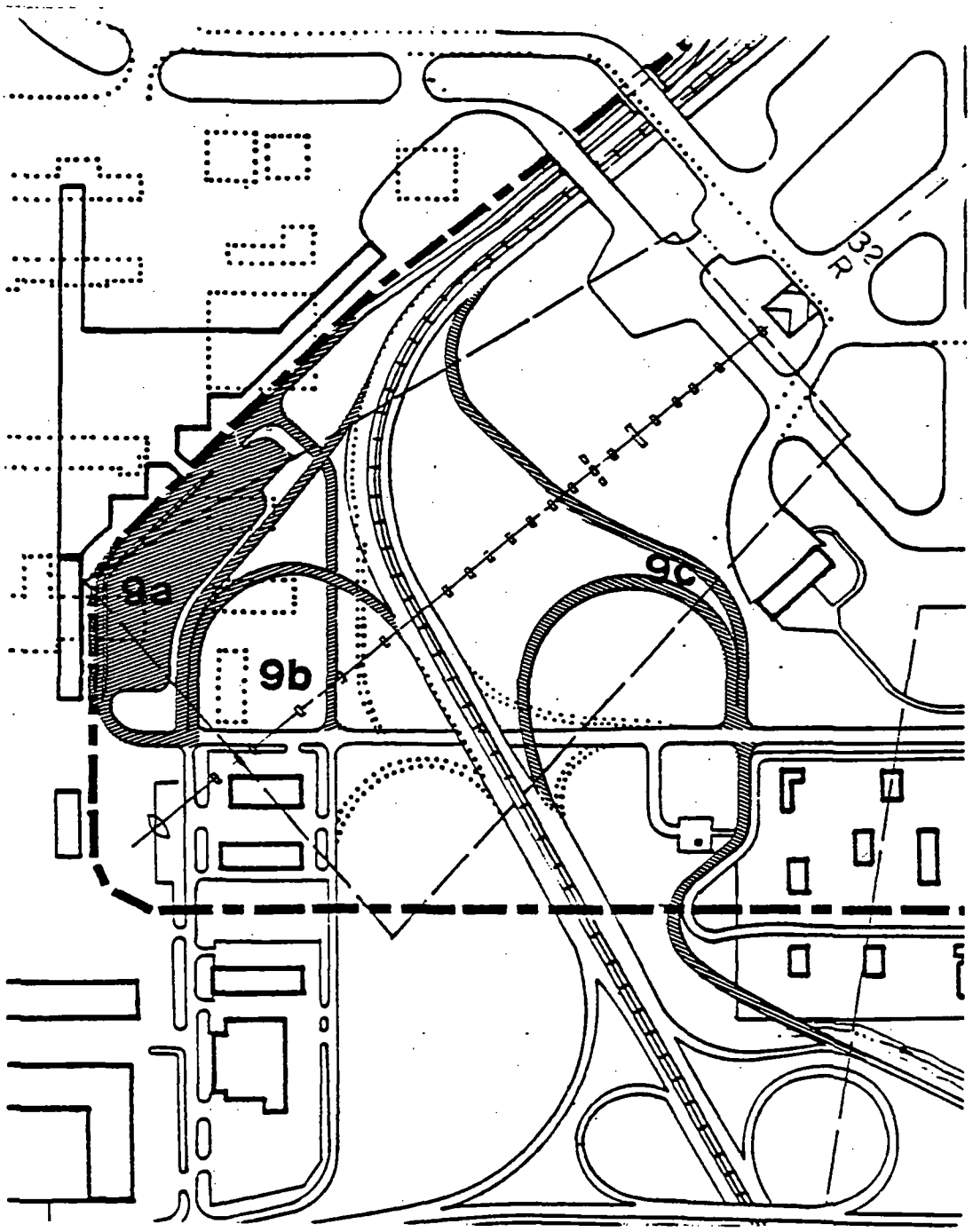
Airline Funded Total: $9,998,618

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Parking on grade	$831,600	5/87	7/87	II
b. International Recirculation Roads	$2,901,960	4/87	6/88	II
c. Access Road Modifications	$6,265,058	4/87	6/88	II

Project Scope:

Included are roads serving the International Terminal, new ramps connecting Old Mannheim Road with the Access road (I-190), and 4.5 acres of at-grade parking in front of the International Terminal. In additiom, the ramp connecting the southbound lanes of Mannheim Road with the westbound (inbound) lanes of the Access road will be modified to feed into Old Mannheim Road directly across from a new ramp to the Access road.

AIRPORT DEVELOPMENT PLAN



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Ramps and Roadways
at Old Mannheim

TS-9

INTERNATIONAL TERMINAL CRC (IT)

12.7.82

INTERNATIONAL TERMINAL CRC CAPITAL PROJECTS

IT-1. *International Terminal* Foreign Flag Areas

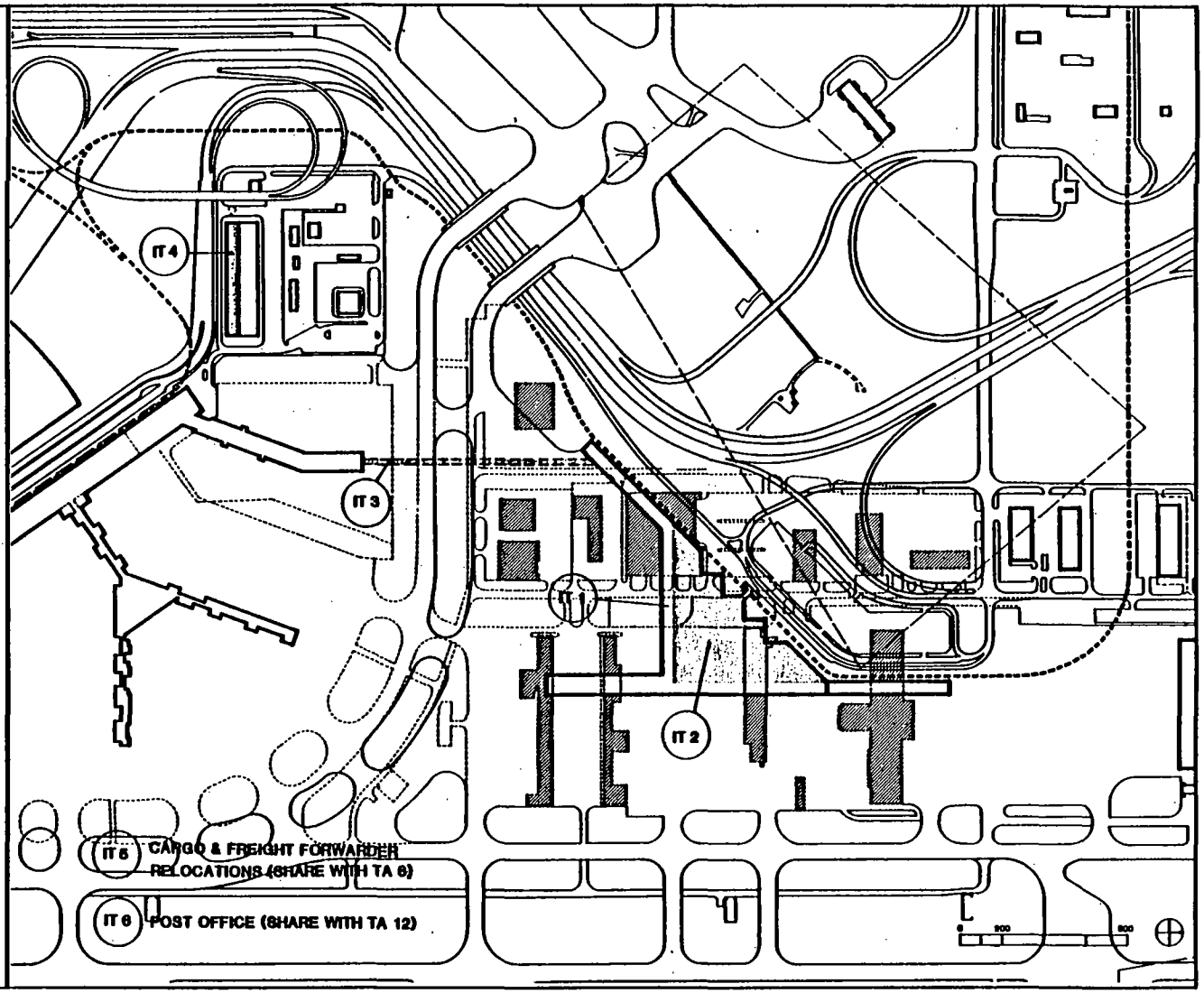
IT-2. Federal Inspection Facilities

IT-3. H&R Tunnels

IT-4. H&R Plant Expansion (Share with TA-9)

IT-5. Cargo, and Freight Forwarder Relocations (Share with TA-8)

IT-6. Post Office (Share with TA-12)



CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation · Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

AIRPORT DEVELOPMENT PLAN
INTERNATIONAL TERMINAL COST REVENUE CENTER

EXHIBIT B 1D

AIRPORT DEVELOPMENT PLAN

SUMMARY SHEET (1/17/83)

		CATEGORY 1	CATEGORY 2	FUNDING PRIORITY I	AIRLINE FUNDED TOTALS
INTERNATIONAL TERMINAL CRC CAPITAL PROJECTS					
IT-1.	International Terminal Foreign Flag Areas				$30,814,232
IT-2.	Federal Inspection Facilities				$31,559,106
IT-3.	H&R Tunnels				$9,287,460
IT-4.	H&R Plant Expansion (Share with TA-9) IT-4c 4000 Ton Chiller	$298,080	$0	$298,080	$2,690,297
IT-5.	Cargo, and Freight Forwarder Relocations (Share with TA-8)				$6,350,235
IT-6.	Post Office (Share with TA-12)				$246,172
	TOTALS	$298,080	$0	$298,080	$80,947,502

AIRPORT DEVELOPMENT PLAN

Number: IT-1 Date: 1/17/83

Name: International Terminal Foreign Flag Areas

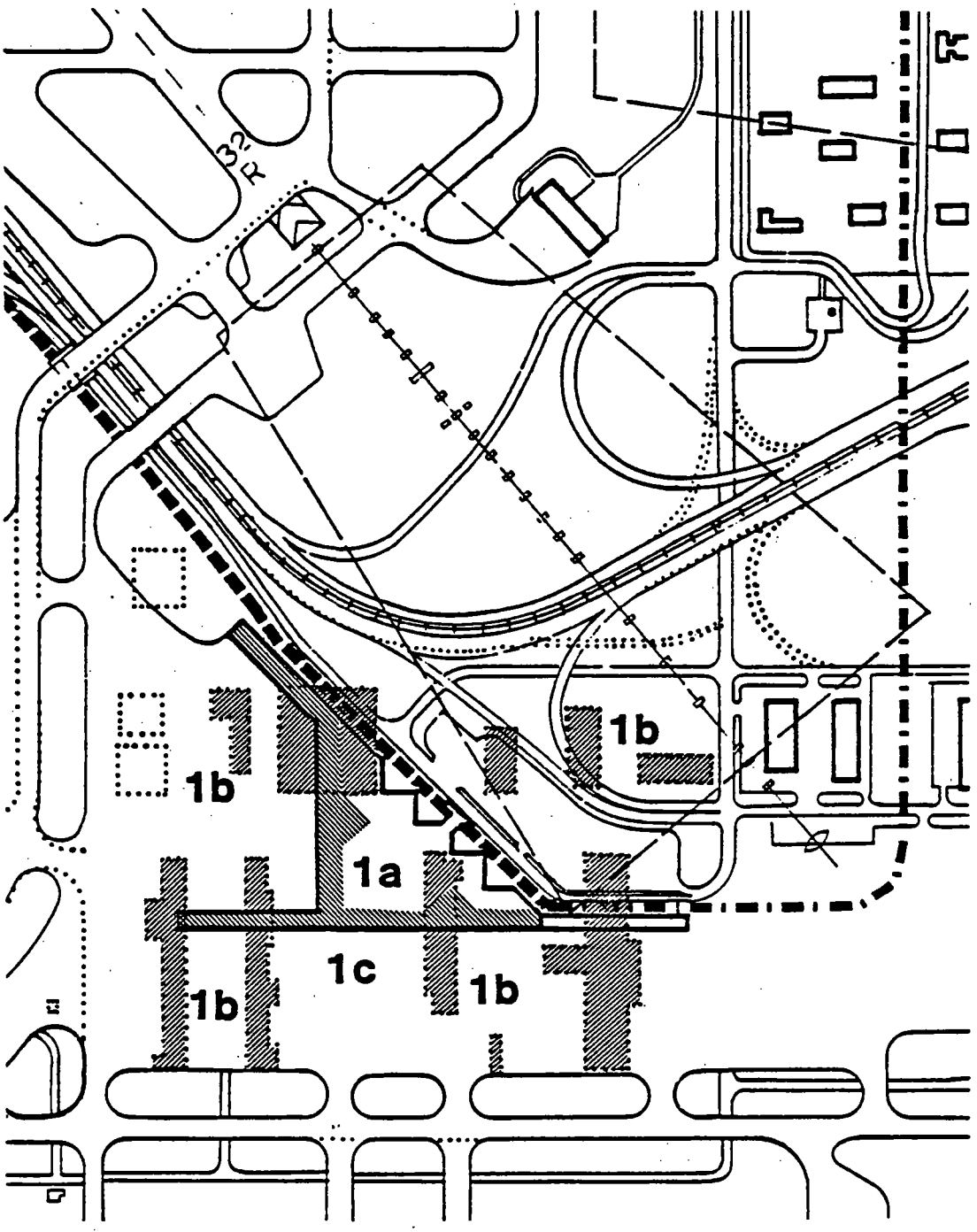
Airline Funded Total: $30,814,232

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Foreign Flag Terminal/ Concourse Area	$24,882,812	3/86	8/88	II
b. Demo. Existing Buildings (Post Office, Cargo &Freight Buildings, Share with IT-2)	$689,748	3/86	6/86	II
c. Utility Service (Share with IT-2)	$5,241,672	3/86	2/87	II

Project Scope:

This project provides for the construction 182,750 SF of terminal space for foreign flag airlines. This provides for exclusive and joint use airline spaces, as well as, public spaces in the terminal and Concourses of the proposed International Terminal. Also included is the demolition of the Joint Use Cargo Building #1, Joint Use Cargo Building #2, Flying Tiger, United Airlines, TWA, Emery Air Freight, KLM Cargo, Airborne Freight, WTC Freight and the Post Office buildings. Existing buildings will be demolished. Utility service for the foreign flag terminal spaces include the provision of storm sewers, telephone, electrical, sanitary sewers, water and gas system extension to the building. The demolition cost and utility development costs are shared with project IT-2.

AIRPORT DEVELOPMENT PLAN



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International Terminal
Foreign Flag Areas

IT-1

AIRPORT DEVELOPMENT PLAN

Number: IT-2 Date: 1/17/83

Name: Federal Inspection Facilities

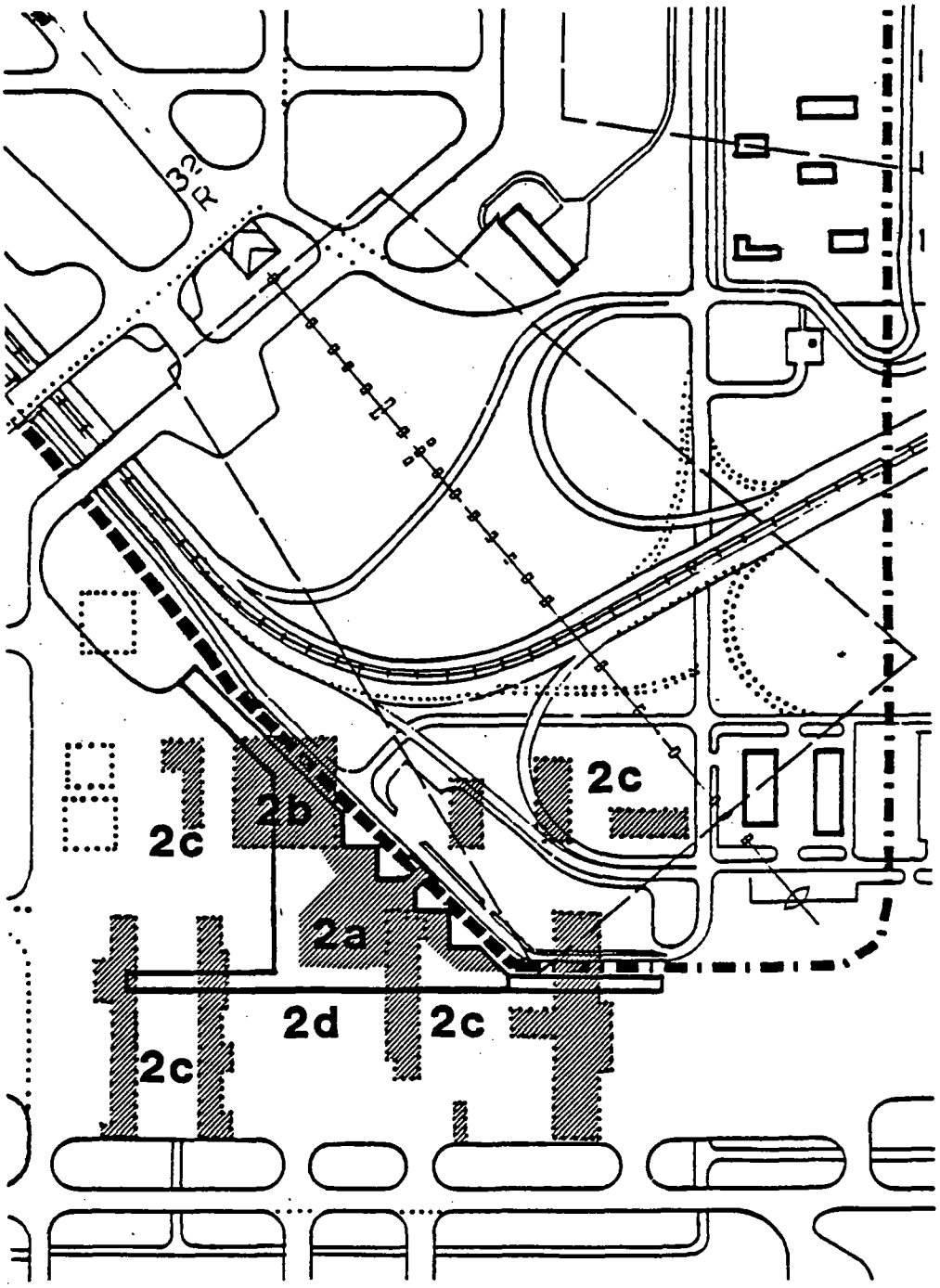
Airline Funded Total: $31,559,106

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Federal Inspection Area	$20,051,550	6/86	8/88	II
b. Terminal/Concourse Areas (Non-Foreign Flag)	$5,576,138	3/86	8/88	II
c. Demolition of Existing Buildings (Share with IT-1)	$689,746	3/86	6/86	II
d. Utility Service (Share with IT-1)	$5,241,672	3/86	2/87	II

Project Scope:

Included in this project are terminal building spaces in the international terminal for the Federal Inspection area, and the non-foreign flag users of the international terminal. The Federal Inspection area will provide 140,750 SF of building space for the primary inspection area, inbound baggage claim area, offices and support space, and a sterile corridor leading from the aircraft to the FIS area. Terminal building space for exclusive, joint use and related public non-foreign flag airline spaces totals 39,500 SF of building area. Also included is the demolition of the Joint Use Cargo Building #1, Joint Use Cargo Building #2, Flying Tiger, United Airlines, TWA, Emery Air Freight, KLM Cargo, Airborne Freight, WTC Freight and the Post Office buildings. Utility service for the foreign flag terminal spaces include the provision of storm sewers, telephone, electrical, sanitary sewers, water and gas system extension to the building. The demolition cost and utility development costs are shared with project TA-8.

AIRPORT DEVELOPMENT PLAN



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Federal Inspection Facilities

IT-2

AIRPORT DEVELOPMENT PLAN

Number: IT-3 Date: 1/17/83

Name: H&R Tunnels

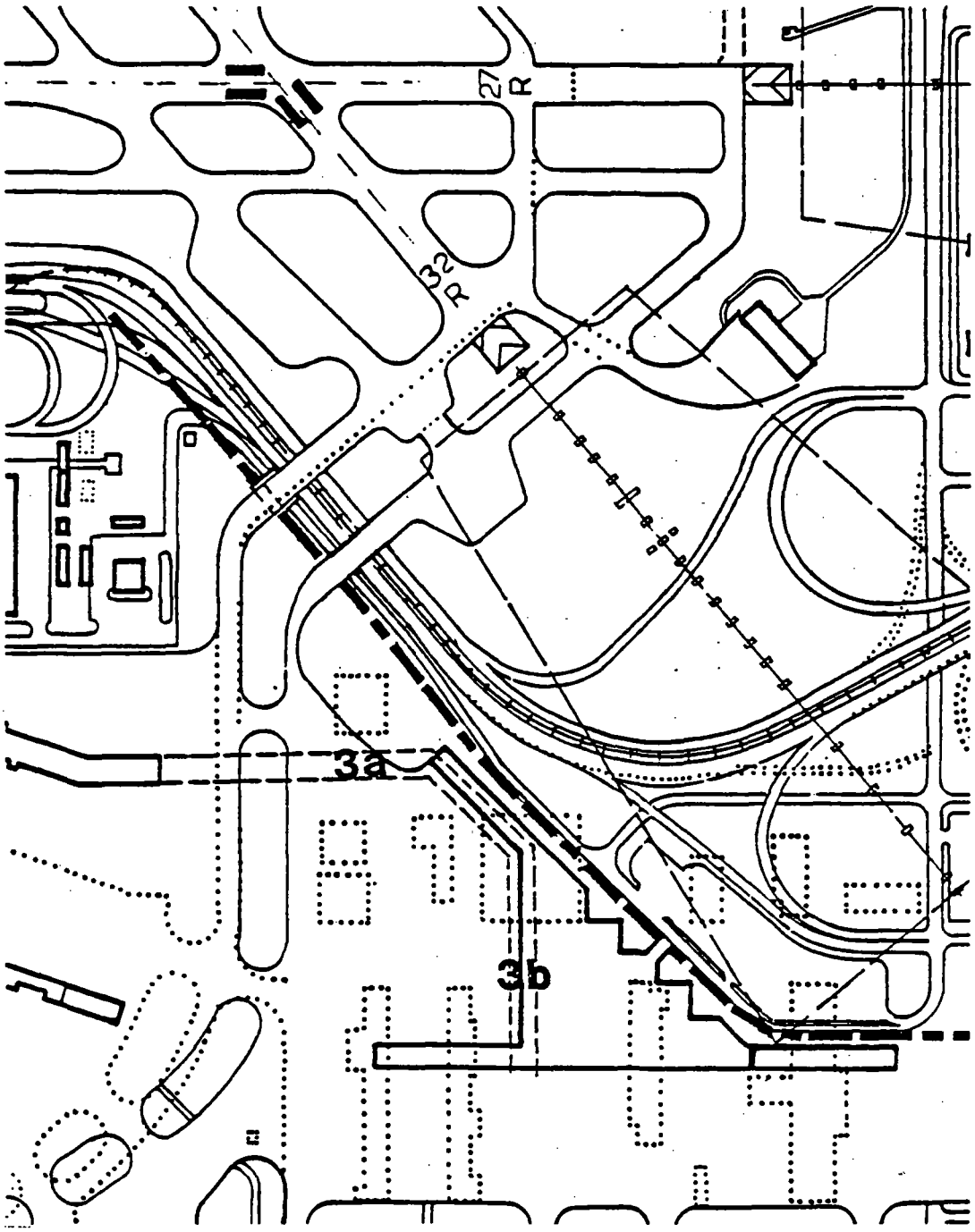
Airline Funded Total: $9,287,460

Components	Airline Funded Cost	Estimated Constr. Start	Complete	Funding Priority
a. Tunnel and Pipe to International (From Concourse L)	$2,619,540	1/86	12/86	II
b. Tunnel and Pipe at International	$6,667,920	1/86	12/86	II

Project Scope:

This project includes the extension of the utility tunnel and piping system to the International Terminal. The system will extend from the L Concourse branch of the "Ring Tunnel" and extend under the Inner/Outer Taxiway system and International Apron to the terminal building. Additional sections of the tunnel and piping systems will be constructed throughout the International Terminal building.

AIRPORT DEVELOPMENT PLAN



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H&R Tunnels

IT-3

AIRPORT DEVELOPMENT PLAN

Number: IT-4 Date: 1/17/83

Name: H&R Plant Expansion (Share with TA-9)

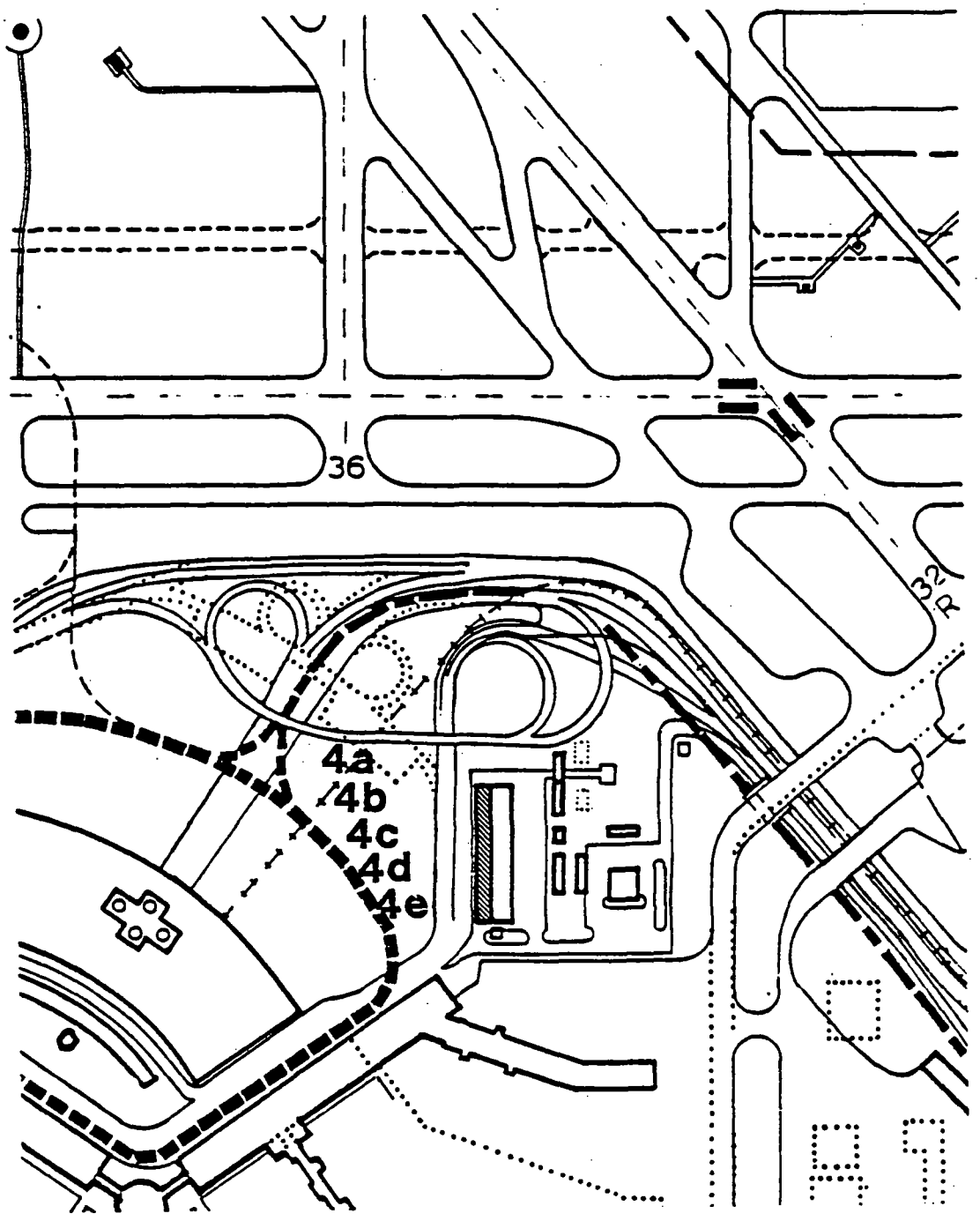
Airline Funded Total: $2,690,297

Components	Airline Funded Cost	Estimated Constr. Start	Estimated Constr. Complete	Funding Priority
a. Building Addition	$698,625	9/84	8/85	II
b. HTW Generators	$397,440	4/84	10/85	II
c. 4000 Ton Chiller (Category 1)	$298,080	5/83	9/84	I
4000 Ton Chiller	$298,080	4/84	10/85	II
d. Supervisory System	$499,036	4/84	10/85	II
e. Electrical Equipment	$499,036	4/84	10/85	II

Project Scope:

This project provides for a 75,000 square foot expansion of the H&R Plant and new equipment which includes two High Temperature Water Generators, two 4000 ton Chillers, a supervisory system and all related electrical components.

AIRPORT DEVELOPMENT PLAN



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H&R Plant Expansion
(Share with TA-9)

IT-4

AIRPORT DEVELOPMENT PLAN

Number: IT-5 Date: 1/17/83

Name: Cargo and Freight Forwarder Relocations (Share with TA-8)

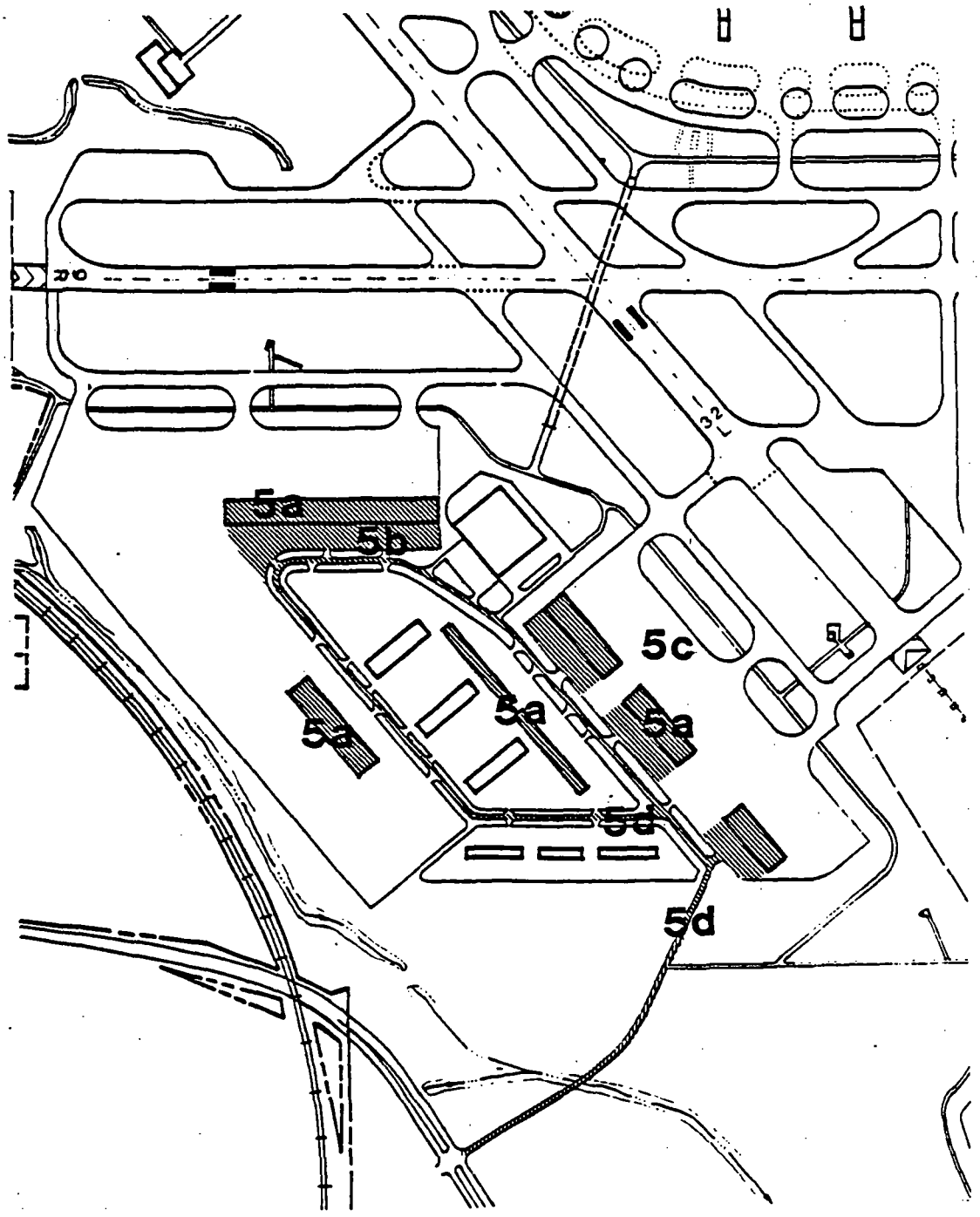
Airline Funded Total: $6,350,235

Components	Airline Funded Cost	Estimated Constr. Start	Complete	Funding Priority
a. Replacement of Cargo and Freight Buildings	4,056,743	10/84	2/86	II
b. Associated Utilities	$1,983,502	10/84	7/85	II
c. Access Road to Cargo	$309,990	4/85	9/85	II

Project Scope:

Included in this project are fund allocations for replacement of cargo and freight buildings as well as related truck aprons. The installation and development of new access roads and utility systems is also included as a part of the new southwest cargo site development. Allowances will reflect a pro-rata share of total square footage of facilities to be relocated including #1, Joint Use Cargo Building #2, Flying Tigers, United Airlines, TWA, Emery Air Freight, Airborne, KLM Cargo, and WTC Air Freight.

AIRPORT DEVELOPMENT PLAN



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Cargo and Freight Forwarder Relocations (Share With TA-8)

IT-5

AIRPORT DEVELOPMENT PLAN

Number: IT-6 Date: 1/17/83

Name: Post Office (Share with TA-12)

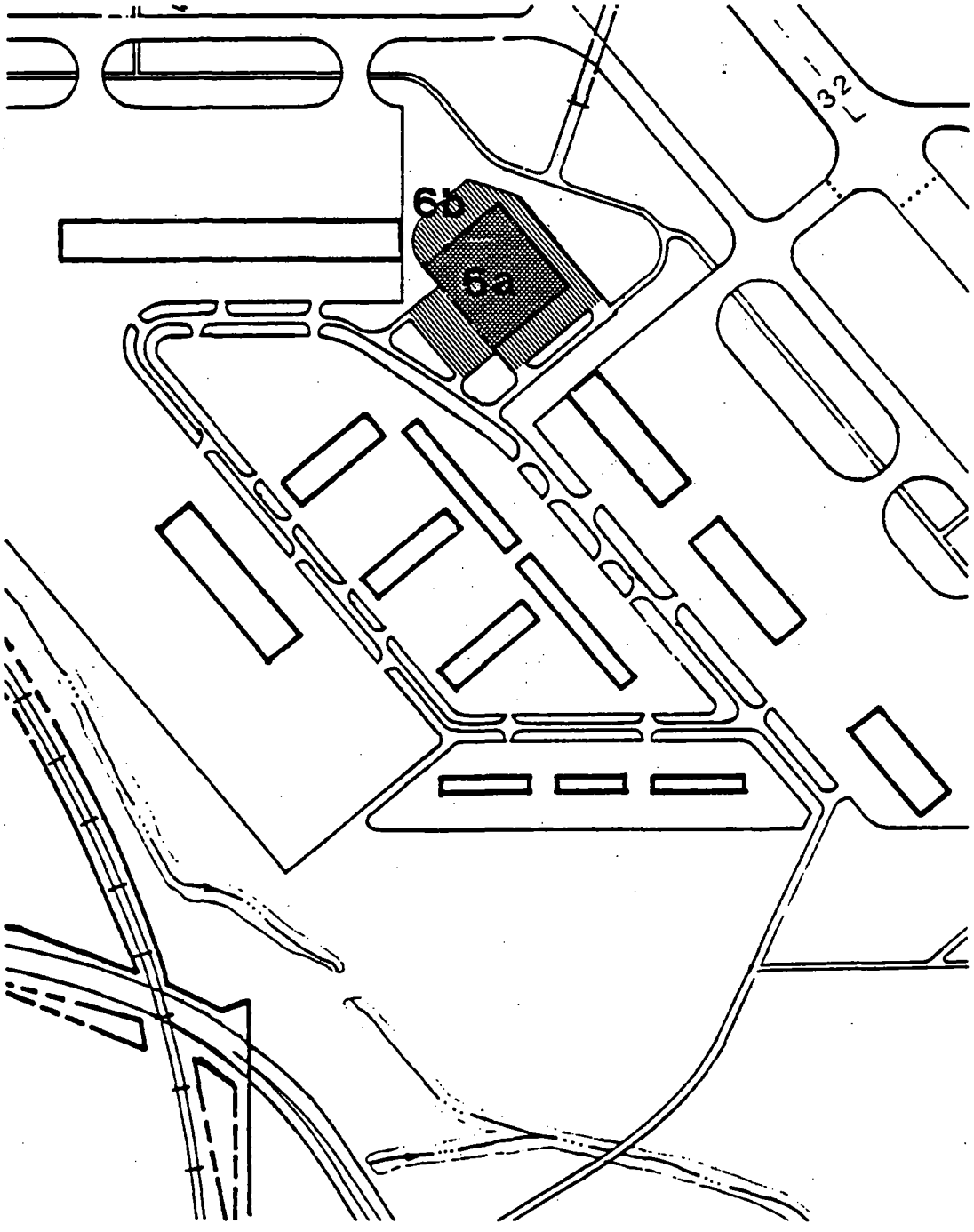
Airline Funded Total: $246,172

Components	Airline Funded Cost	Estimated Constr. Start	Complete	Funding Priority
a. Post Office	$142,222	11/84	2/86	II
b. Truck Apron	$103,950	5/85	7/85	II

Project Scope:

This project provides for the replacement of the existing Post Office building. The new/replacement facility is to be constructed in the southwest cargo site. The costs for this project include new construction of a building associated truck apron and parking areas and reflect the net present value of the existing facilities.

AIRPORT DEVELOPMENT PLAN



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Post Office (Share with TA-12)

IT-6

AIRPORT DEVELOPMENT PLAN

Preliminary Construction Schedule

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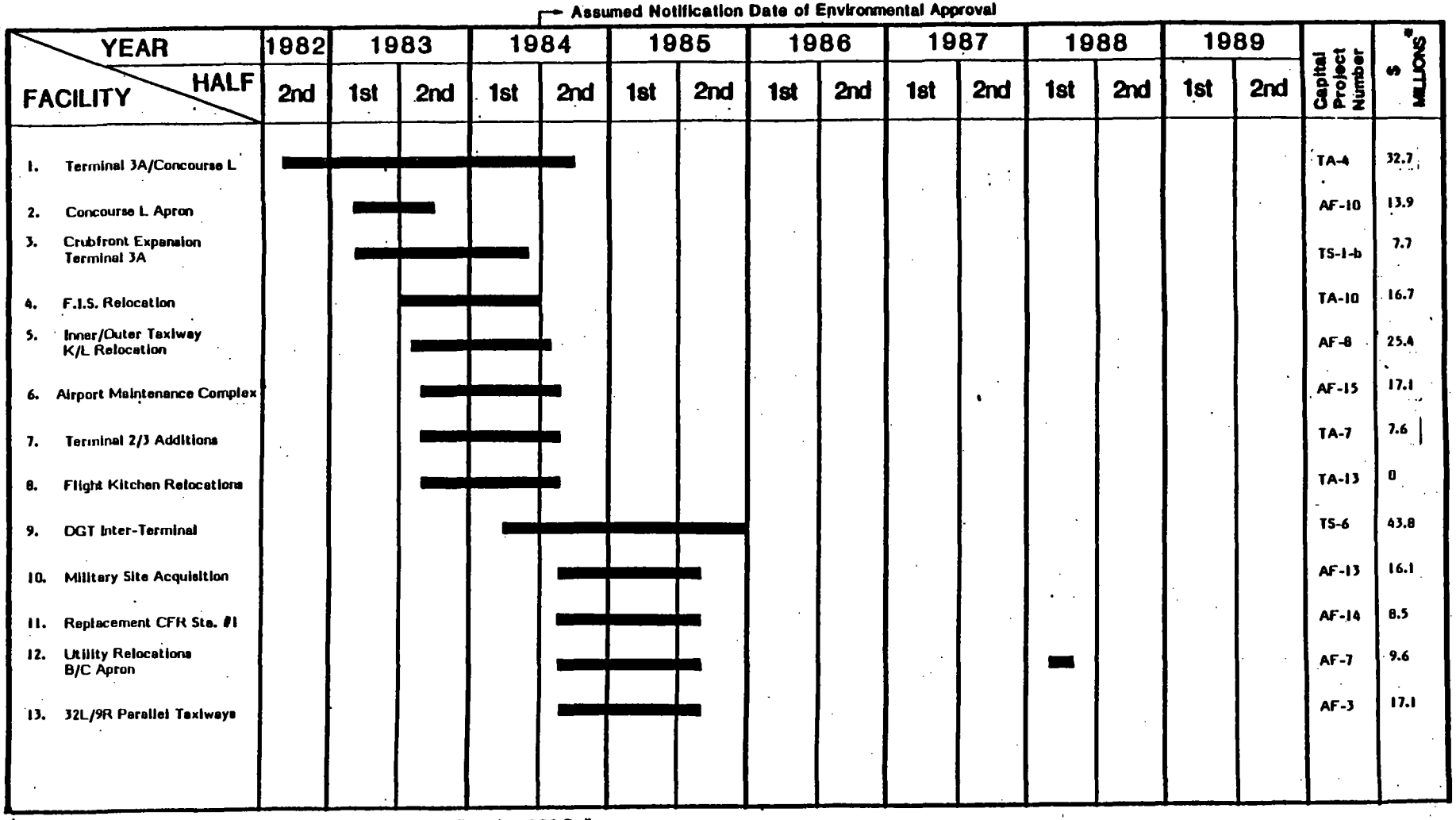
Supervising Consultant for the
Chicago-O'Hare International Airport Development Program

January 17, 1983



* Includes Construction Cost & Allowance of 8% A/E Fees, In 1982 Dollars

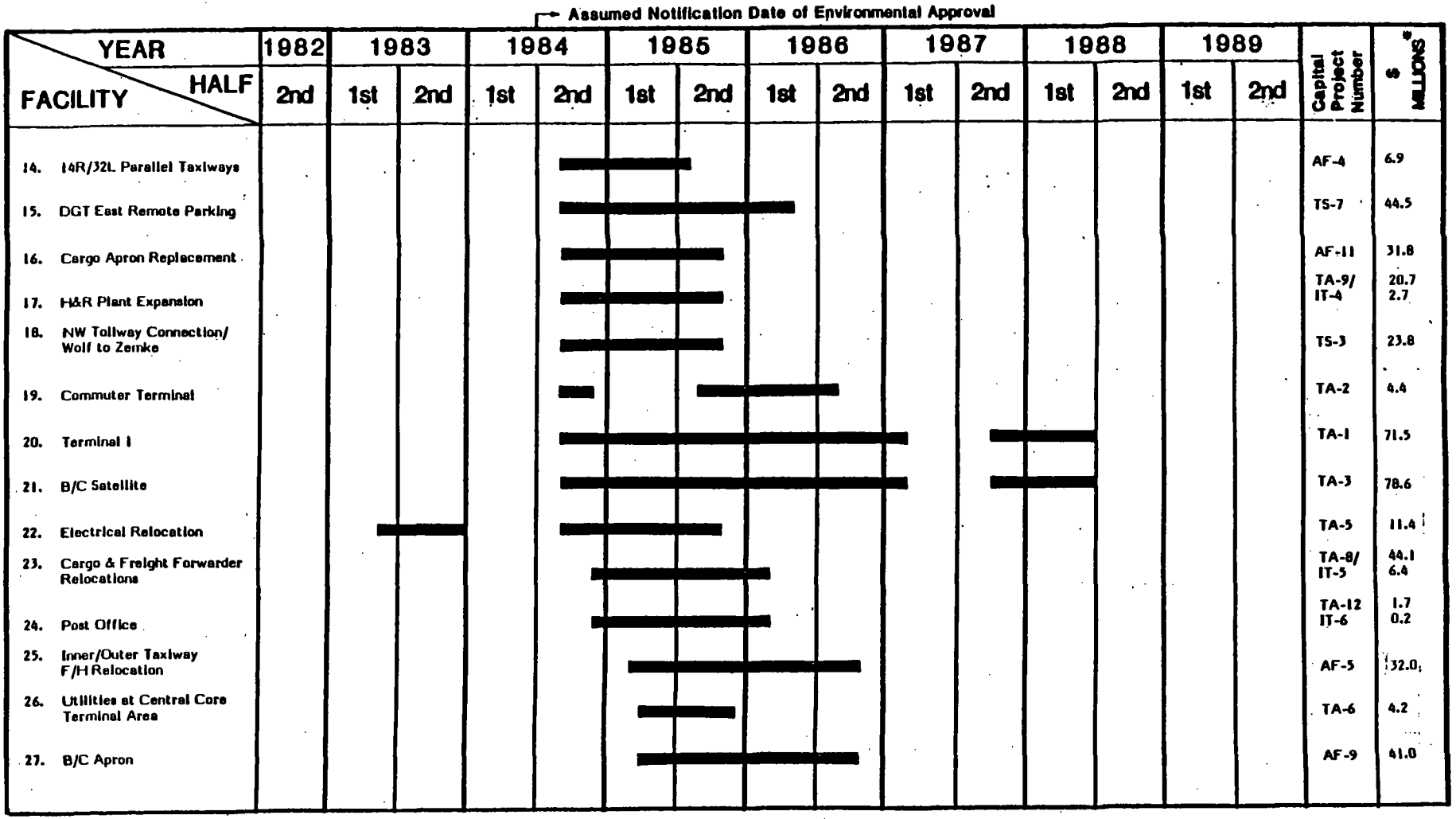
AIRPORT DEVELOPMENT PLAN

Preliminary Construction Schedule

SHEET 2 OF 4

O'HARE ASSOCIATES
Supervising Consultant for the
Chicago-O'Hare International Airport Development Program

November 17, 1982



* Includes Construction Cost & Allowance of 8% A/E Fees, in 1982 Dollars

AIRPORT DEVELOPMENT PLAN

Preliminary Construction Schedule

SHEET 3 OF 4

O'HARE ASSOCIATES
Supervising Consultant for the
Chicago-O'Hare International Airport Development Program

November 17, 1982

→ Assumed Notification Date of Environmental Approval

FACILITY \ YEAR / HALF	1982 2nd	1983 1st	1983 2nd	1984 1st	1984 2nd	1985 1st	1985 2nd	1986 1st	1986 2nd	1987 1st	1987 2nd	1988 1st	1988 2nd	1989 1st	1989 2nd	Capital Project Number	$ Millions*
28. Extension Runway 27-R																AF-1	27.0
29. Remote Parking East																TS-4	13.3
30. Inner/Outer Taxiway B/C Location																AF-6	23.3
31. Old Mannheim Improvements																TS-5	1.5
32. H & R Tunnels																IT-3	9.3
33. Central Terminal Curbfront Expansion																TS-1-a	8.3
34. Central Terminal Recirculation Improvements																TS-2	9.3
35. Extension & Improvement Concourse F																TA-14	1.6
36. General Aviation Apron																AF-16	0
																AF-12	20.5
38. International Terminal Foreign Flag Areas																IT-1	30.8
39. Federal Inspection Facilities																IT-2	31.6
40. Access Roadway Improvements																TS-8	3.2

* Includes Construction Cost & Allowance of 8% A/E Fees, In 1982 Dollars

JOURNAL--CITY COUNCIL--CHICAGO January 18, 1983

AIRPORT DEVELOPMENT PLAN

Preliminary Construction Schedule

SHEET 4 OF 4

O'HARE ASSOCIATES
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November 17, 1982

→ Assumed Notification Date of Environmental Approval

FACILITY \ YEAR / HALF	1982 2nd	1983 1st	1983 2nd	1984 1st	1984 2nd	1985 1st	1985 2nd	1986 1st	1986 2nd	1987 1st	1987 2nd	1988 1st	1988 2nd	1989 1st	1989 2nd	Capital Project Number	$ MILLIONS*
41. Extension & Improvement Concourse G																TA-1?	1.6
42. Extension & Improvements Concourse H																TA-16	41.6
43. Extension & Improvement Concourse K																TA-11	3.2
44. Ramps & Roadways at Old Mannheim																TS-9	10.0
45. Extension Runway/ Taxiway 9L																AF-2	1.8
46. Interline Baggage Improvements																TA-17	0
TOTAL																	840.0

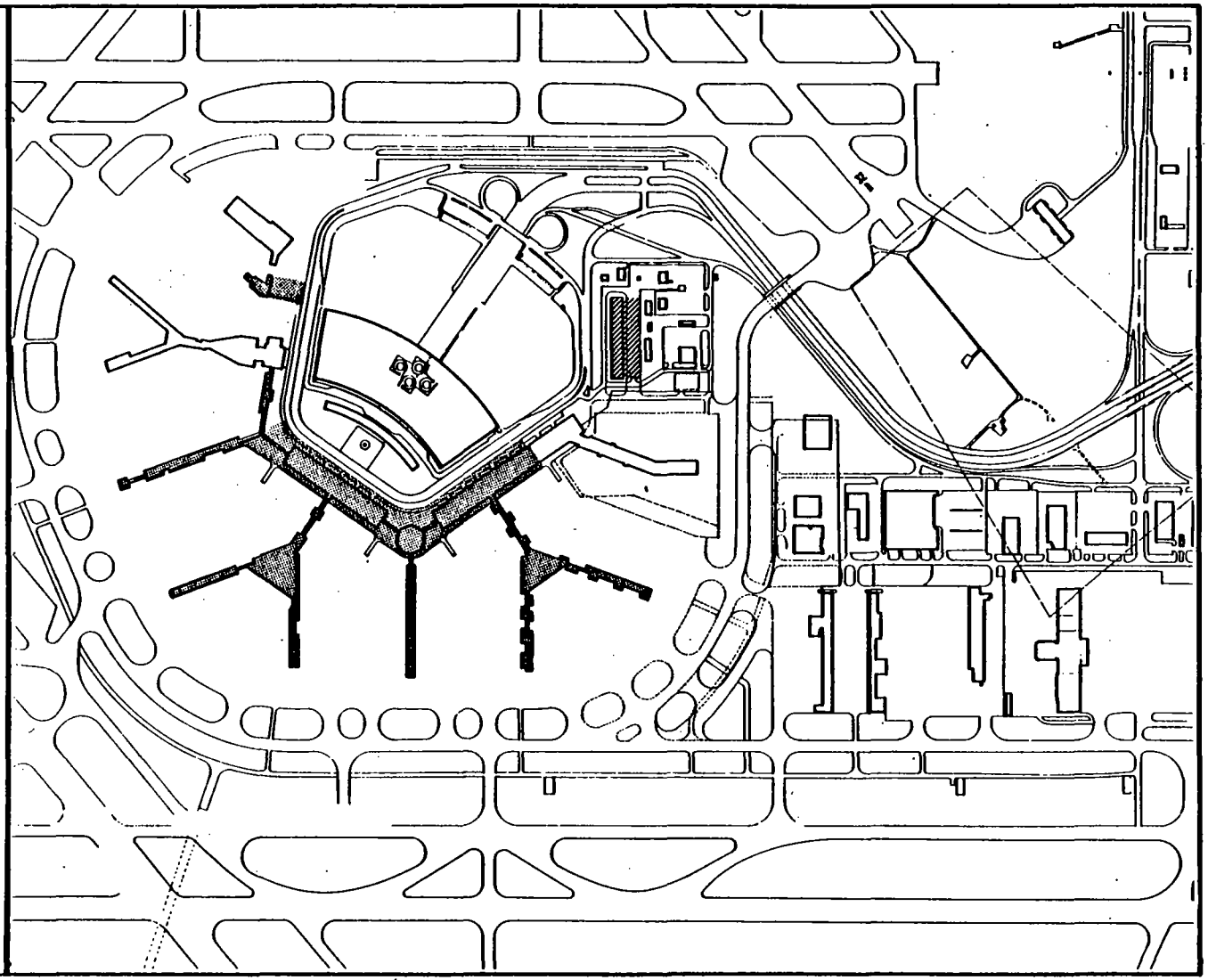
* Includes Construction Cost & Allowance of 8% A/E Fees,in 1982 Dollars

January 18, 1983
REPORTS OF COMMITTEES
15183

12.7.82

Terminal Area

Share With International Terminal Area



CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago: Jane M. Byrne Mayor; Thomas Kapsalis Commissioner of Aviation; Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

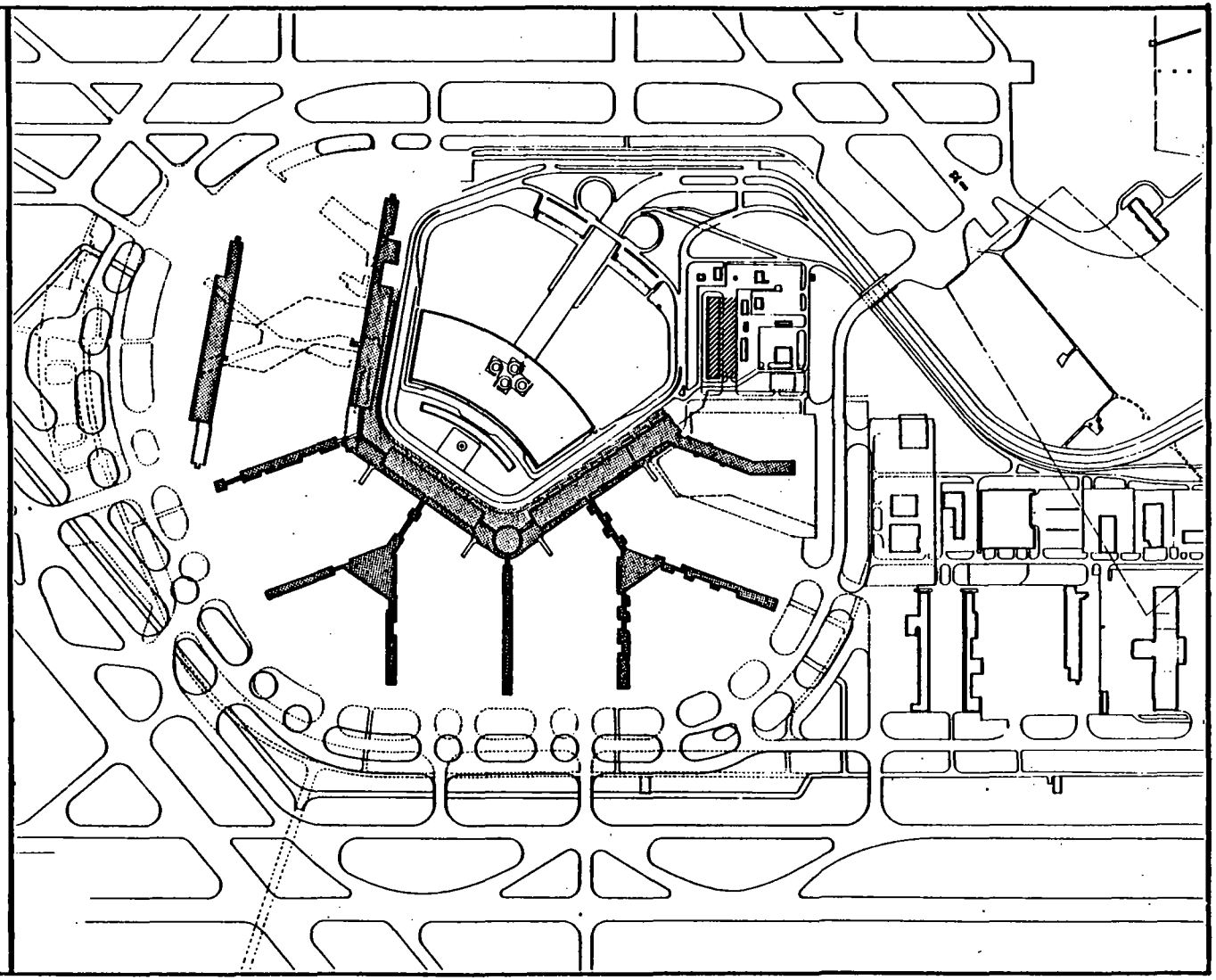
TERMINAL AREA- PHASE I

EXHIBIT C1

12.7.82

Terminal Area

Share With International Terminal Area



CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Operating Consultant LANDRUM & BROWN Aviation Consultant

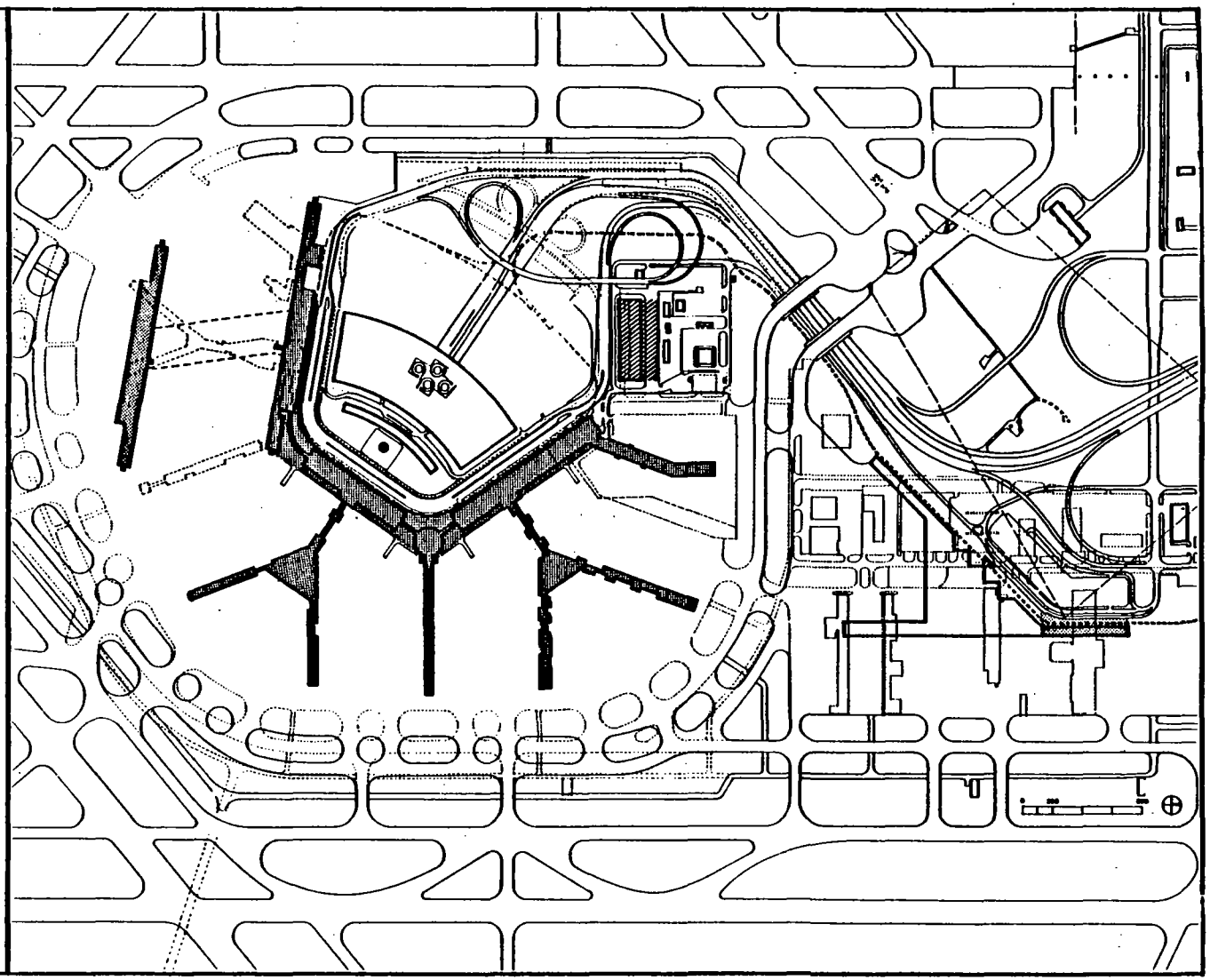
TERMINAL AREA-PHASE II

EXHIBIT C2

12.7.82

Terminal Area

Share With International Terminal Area



CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

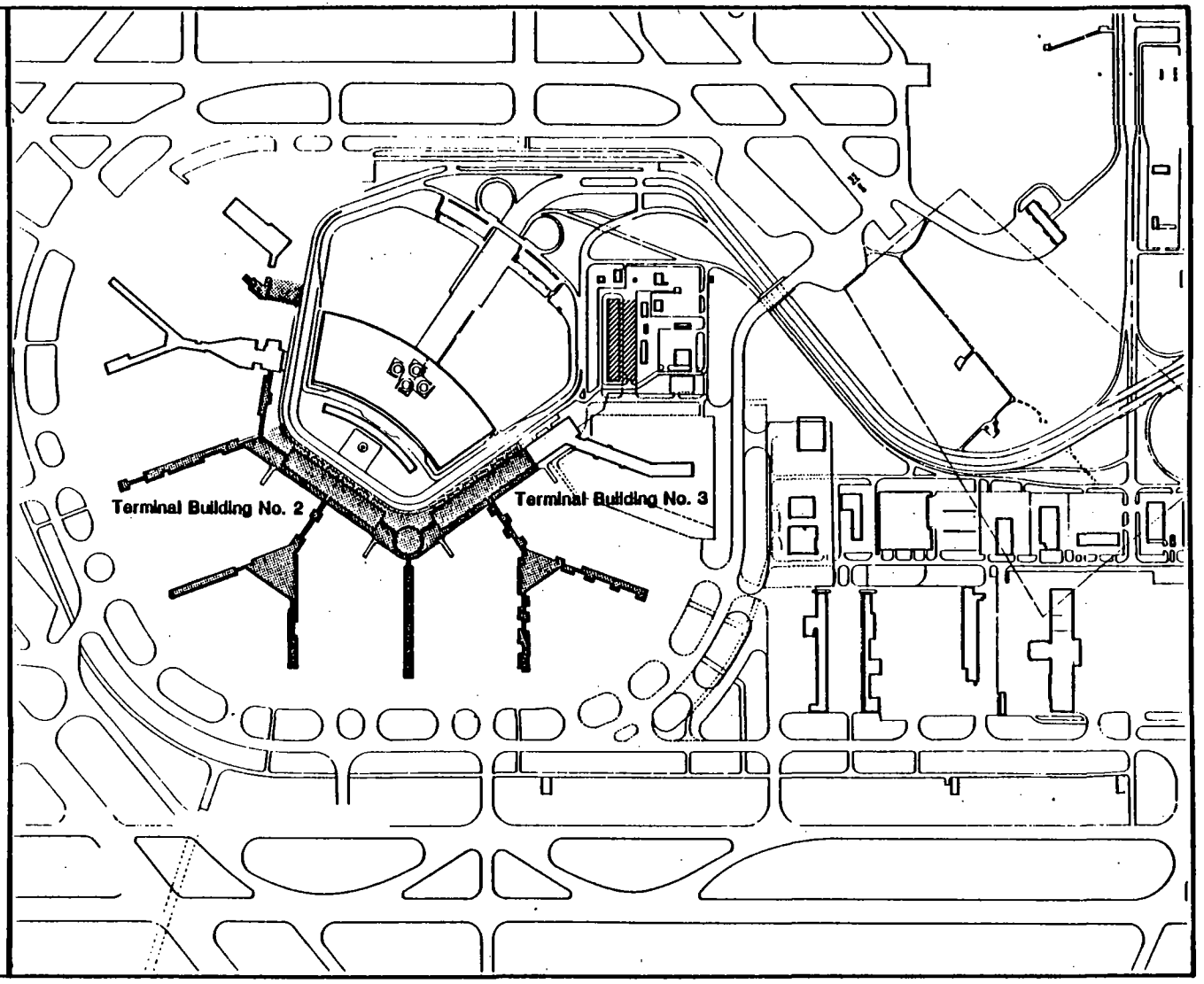
TERMINAL AREA- PHASE III

EXHIBIT C3

12.7.82

Terminal Area

Share With International Terminal Area



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Aviation Consultant

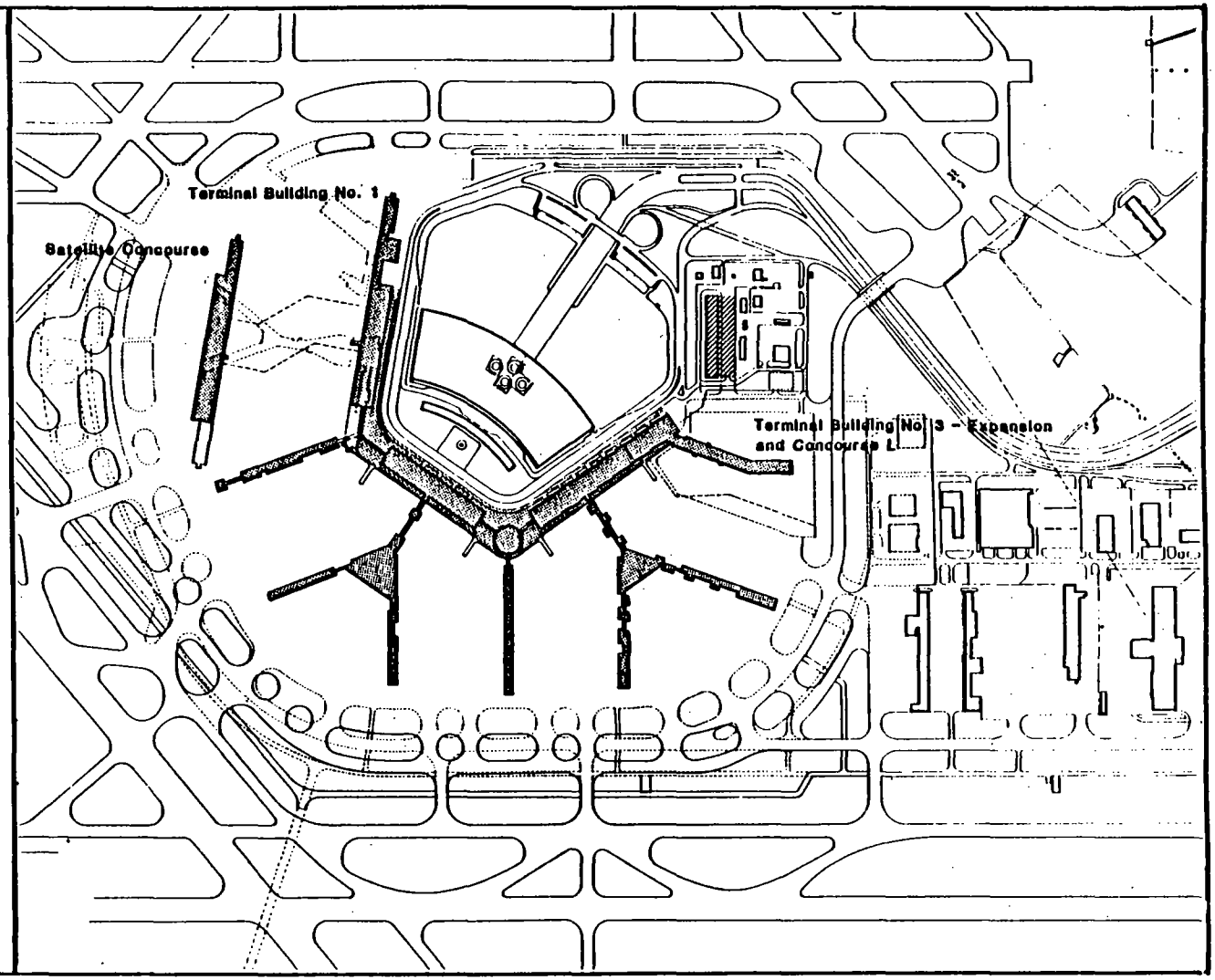
TERMINAL AREA- PHASE I

EXHIBIT C1

12.7.82

Terminal Area

Share With International Terminal Area



CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

TERMINAL AREA-PHASE II

EXHIBIT C2

12.7.82

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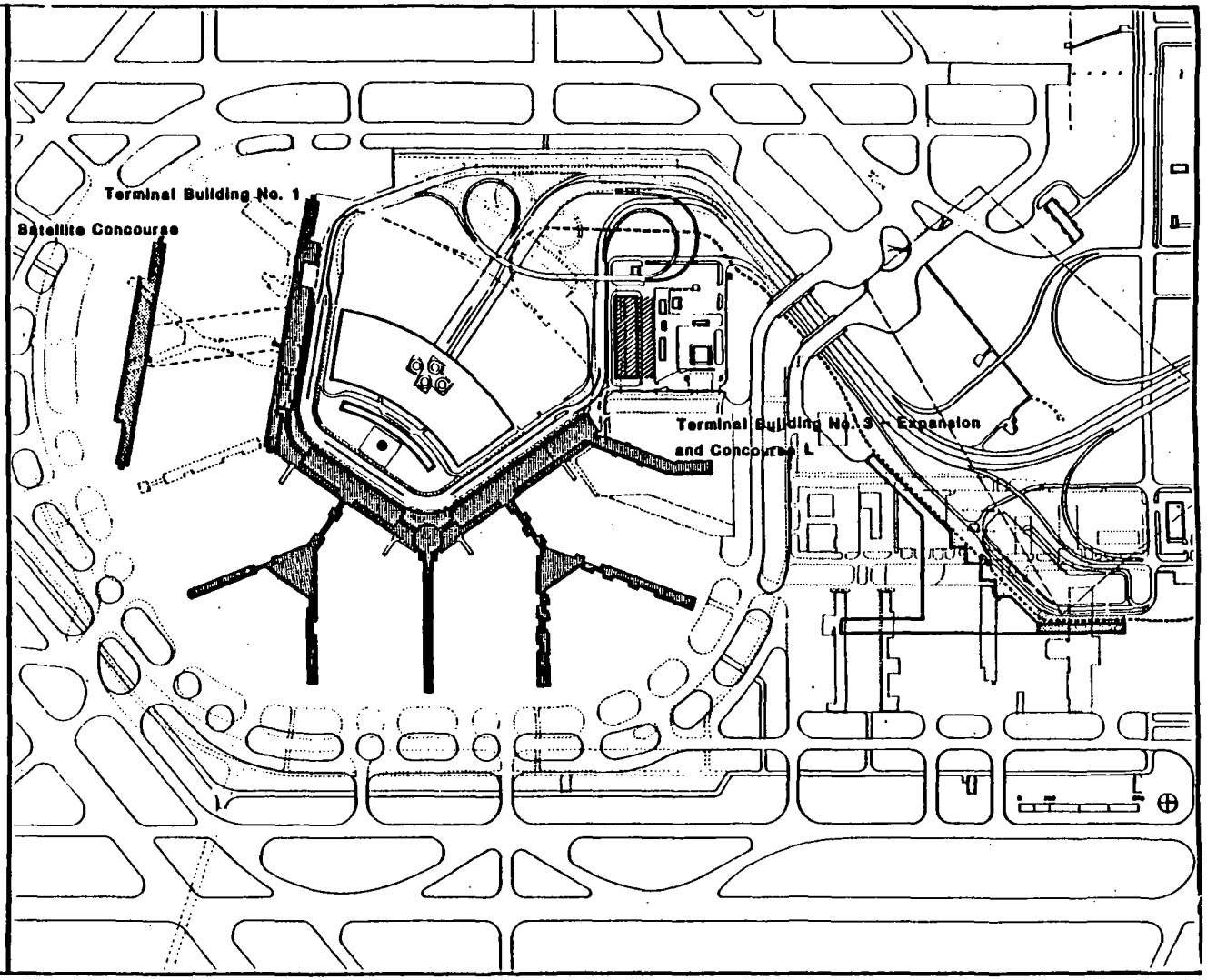

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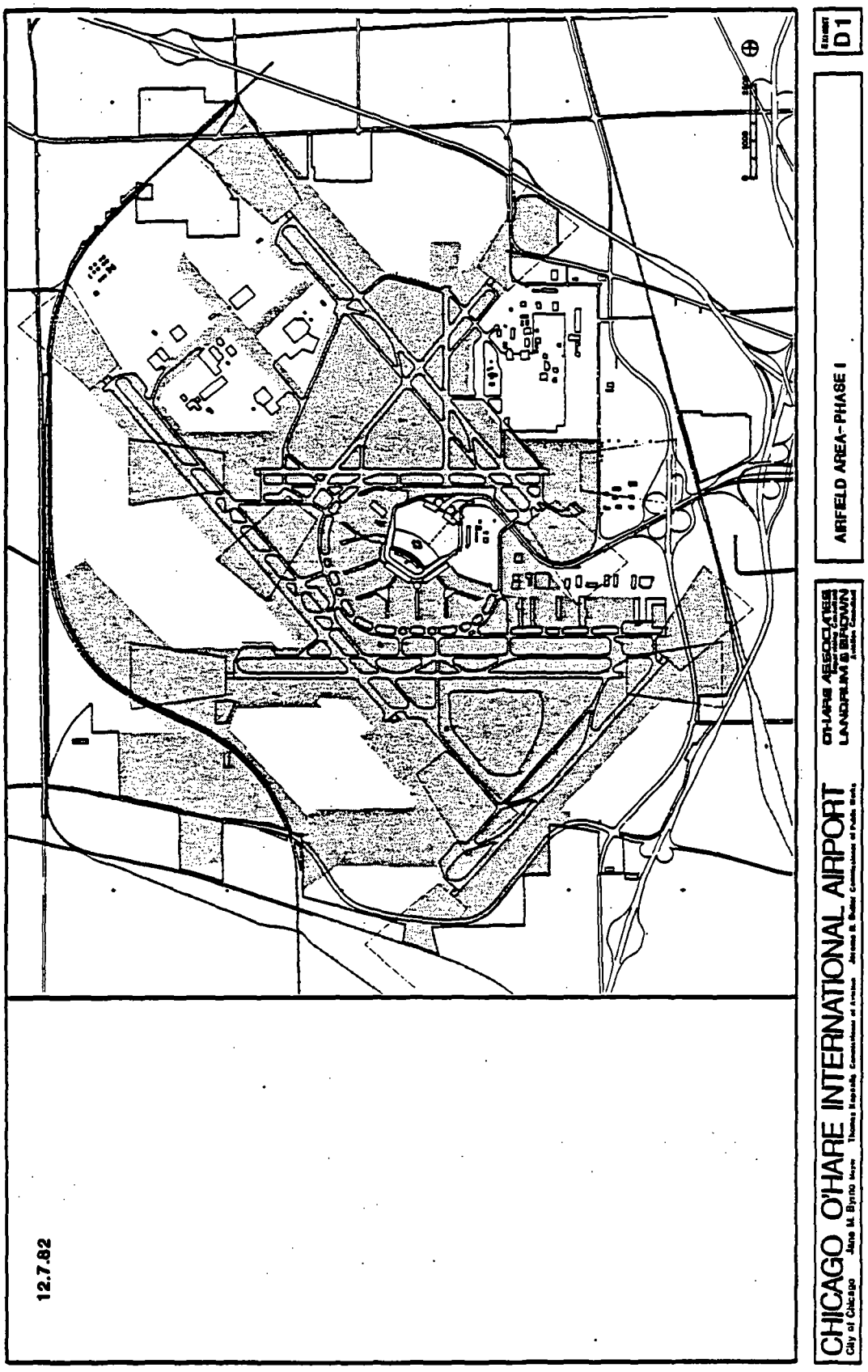
City of Chicago Jane M Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

TERMINAL AREA- PHASE III

EXHIBIT C3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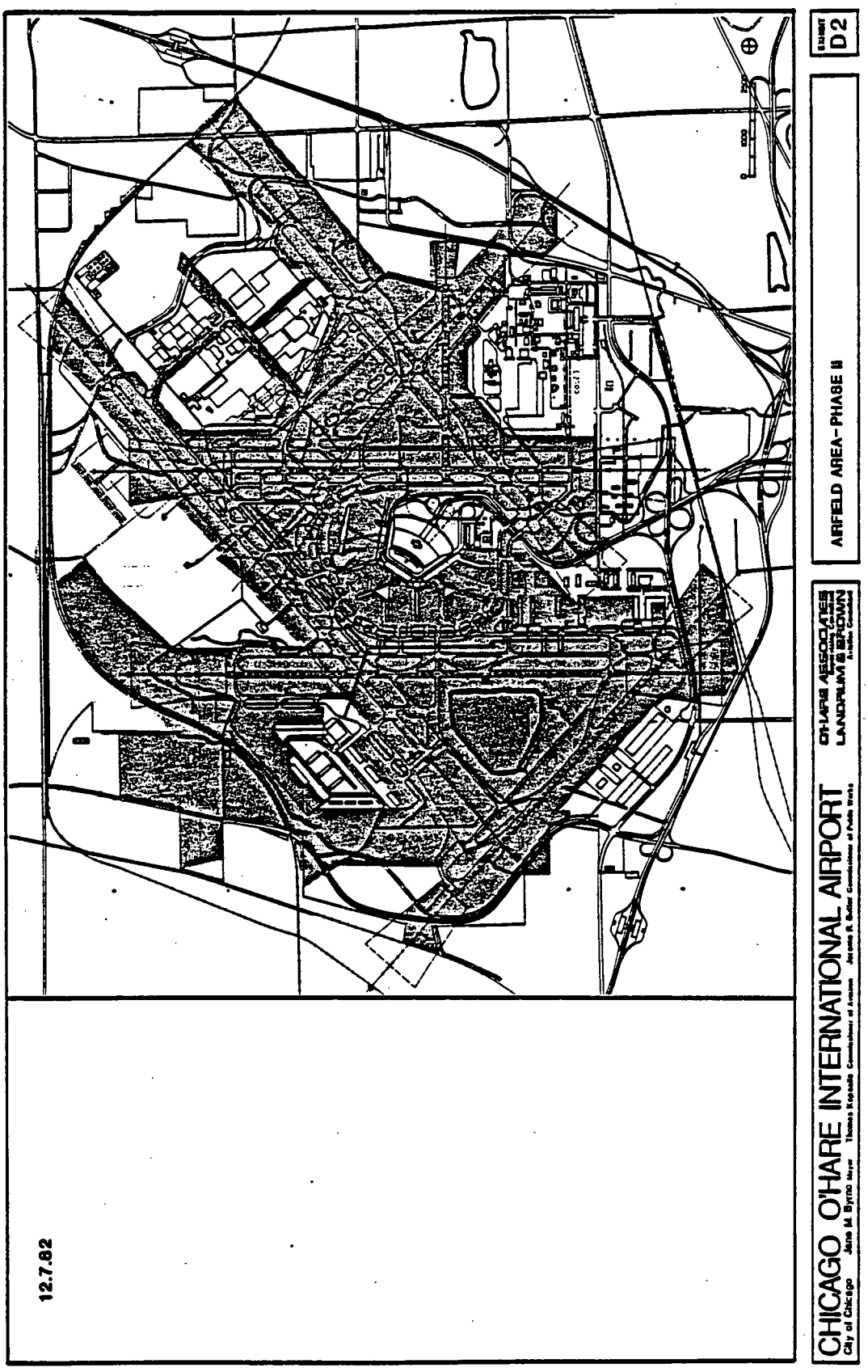
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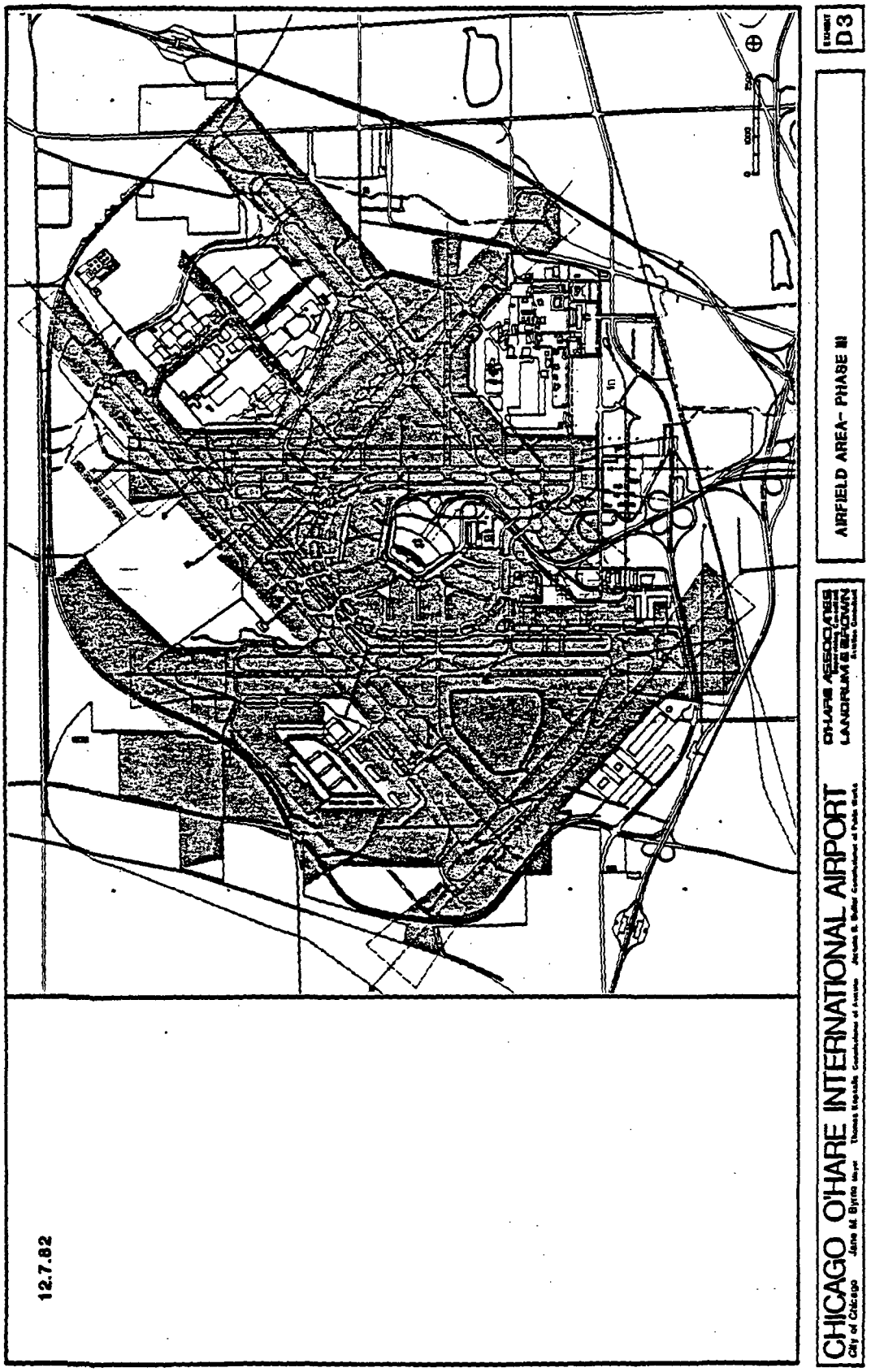
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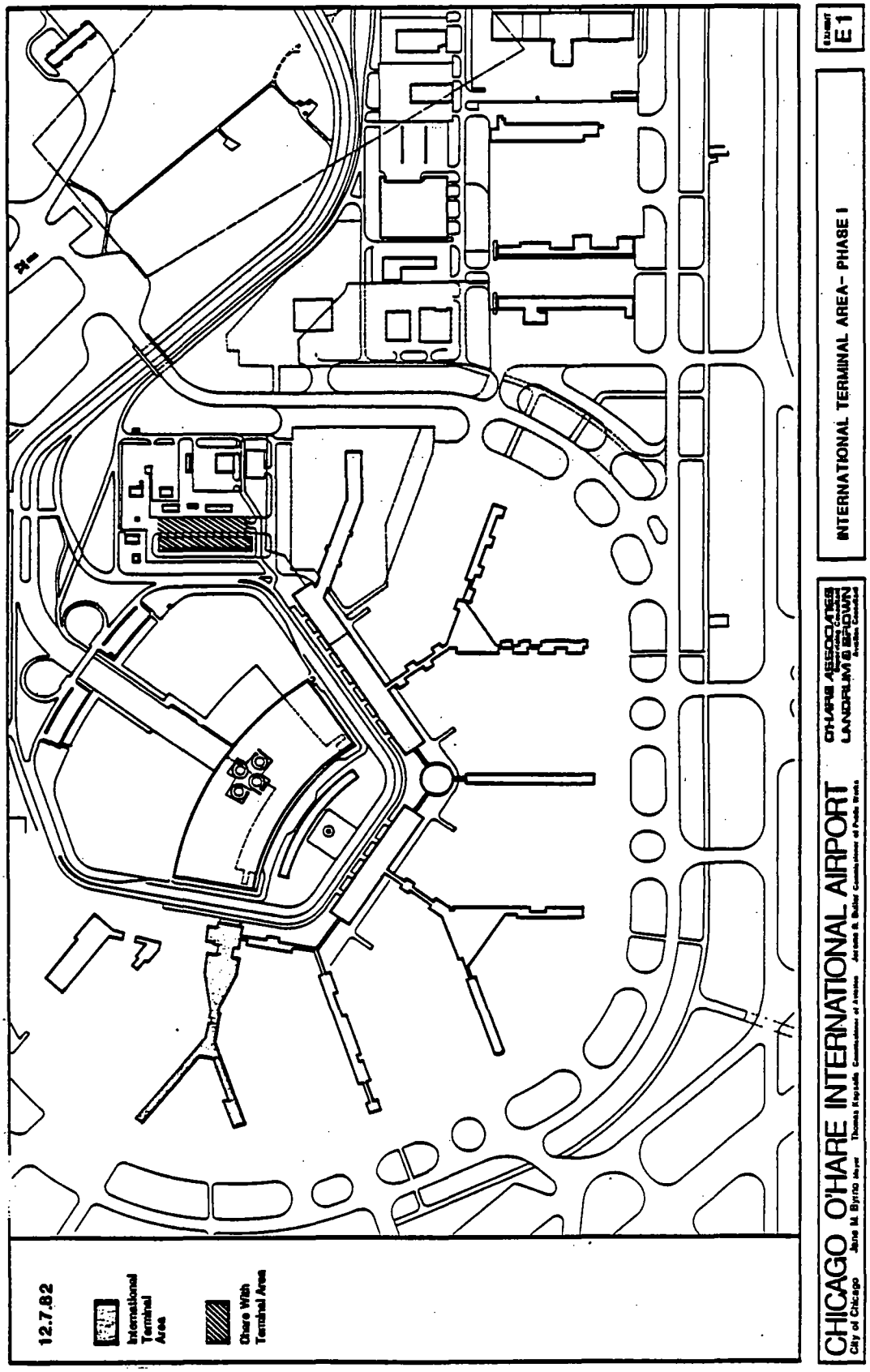
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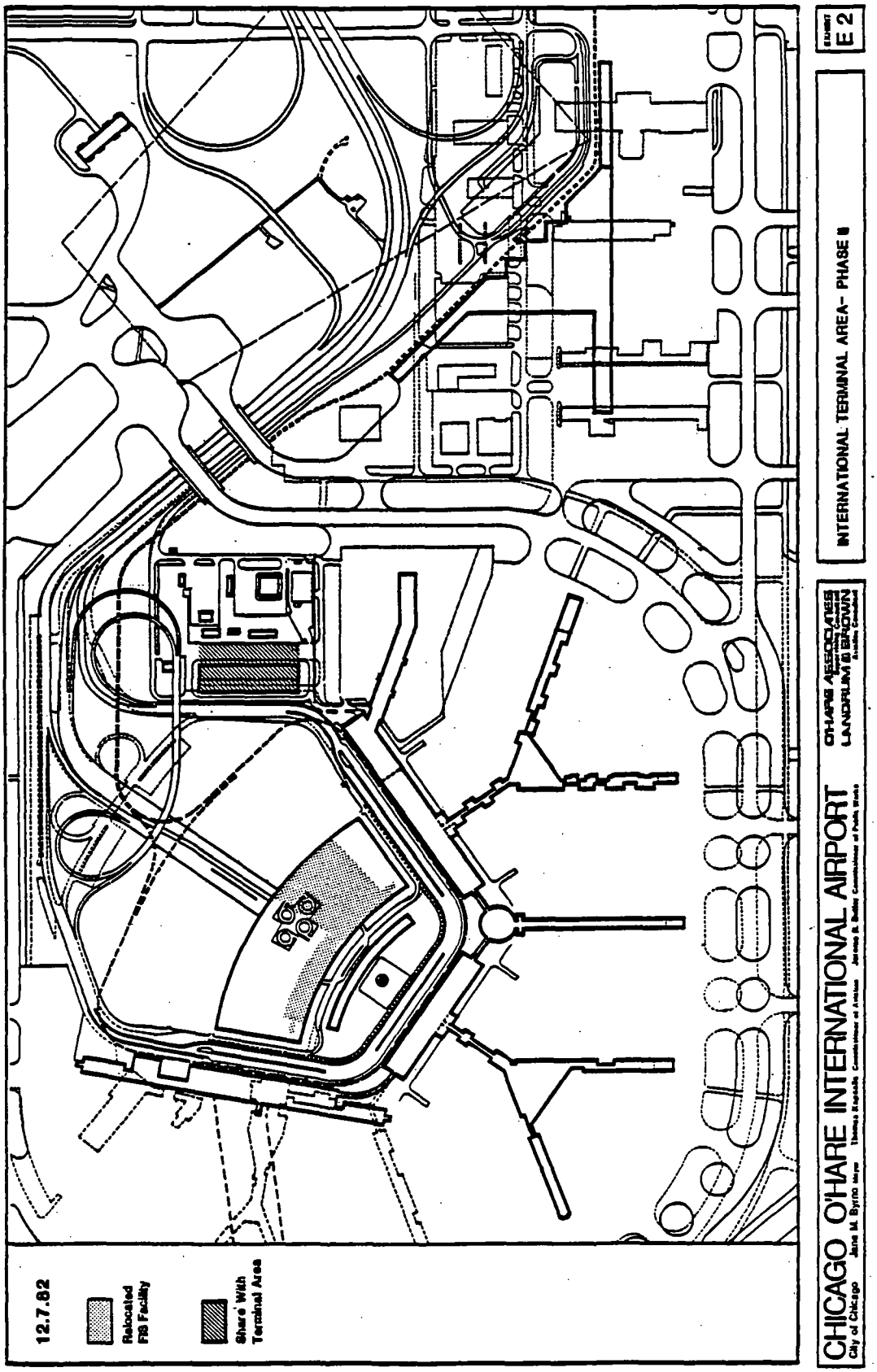
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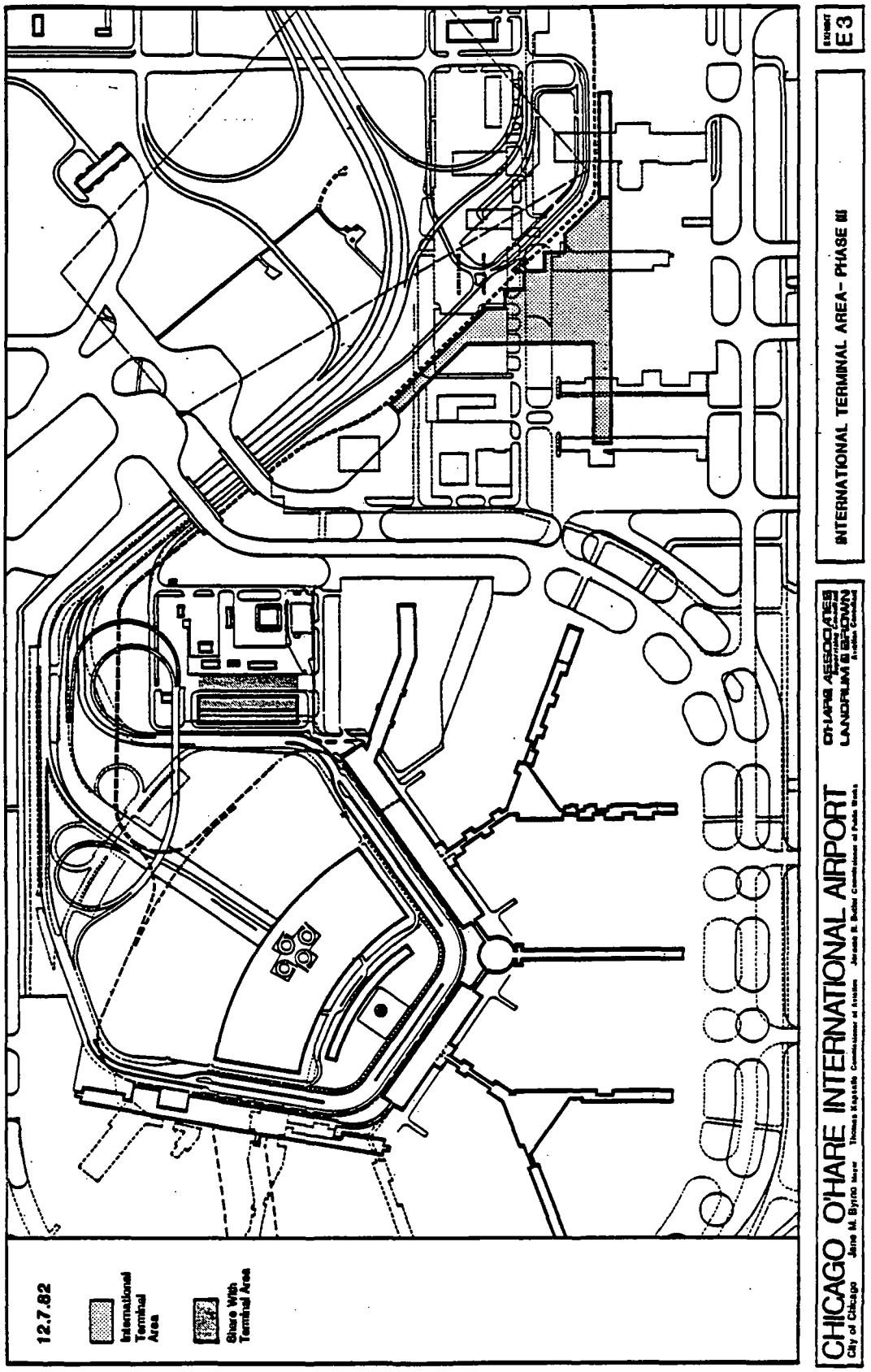
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LANDRUM & BROWN
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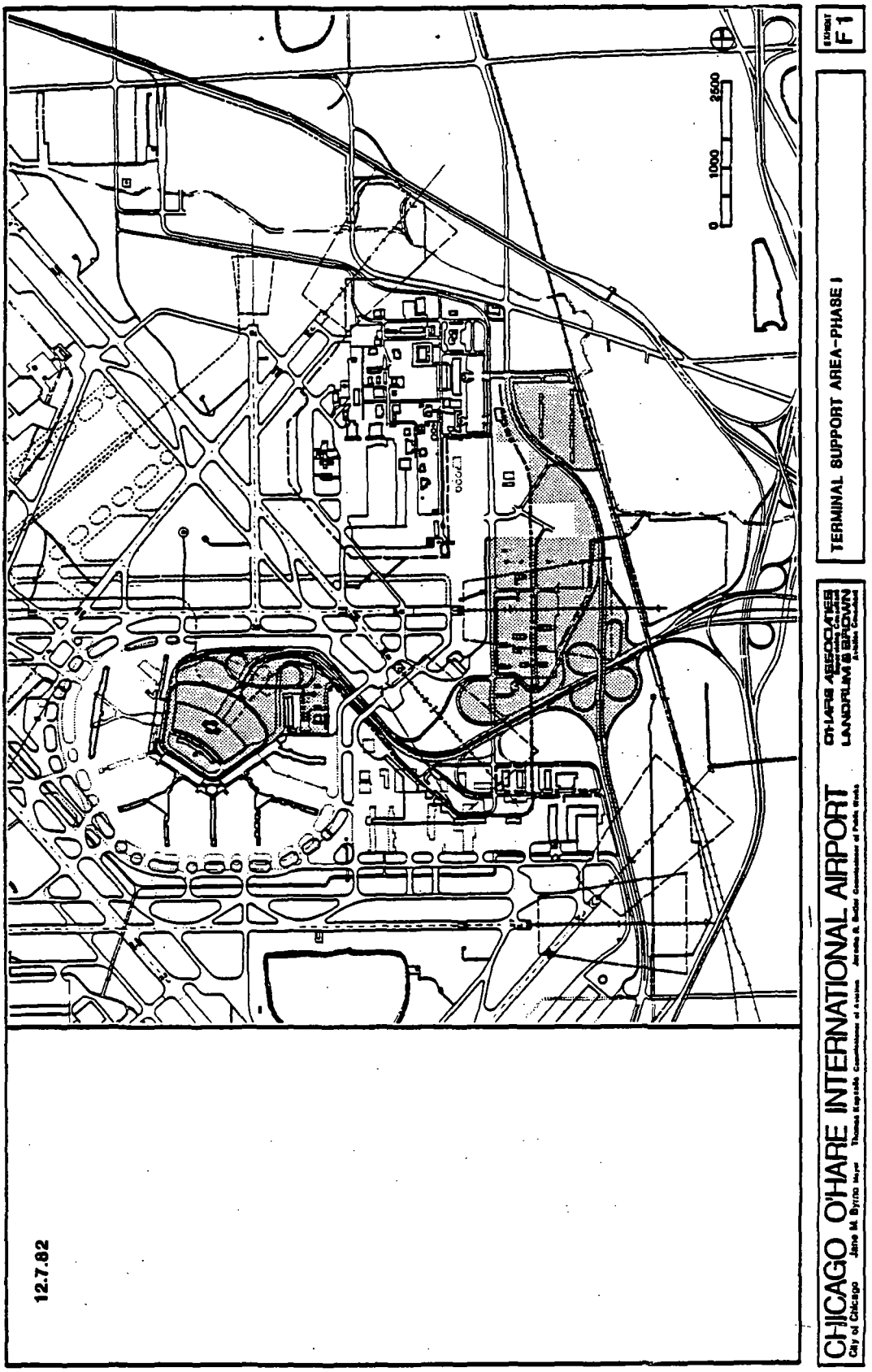
EXHIBIT E3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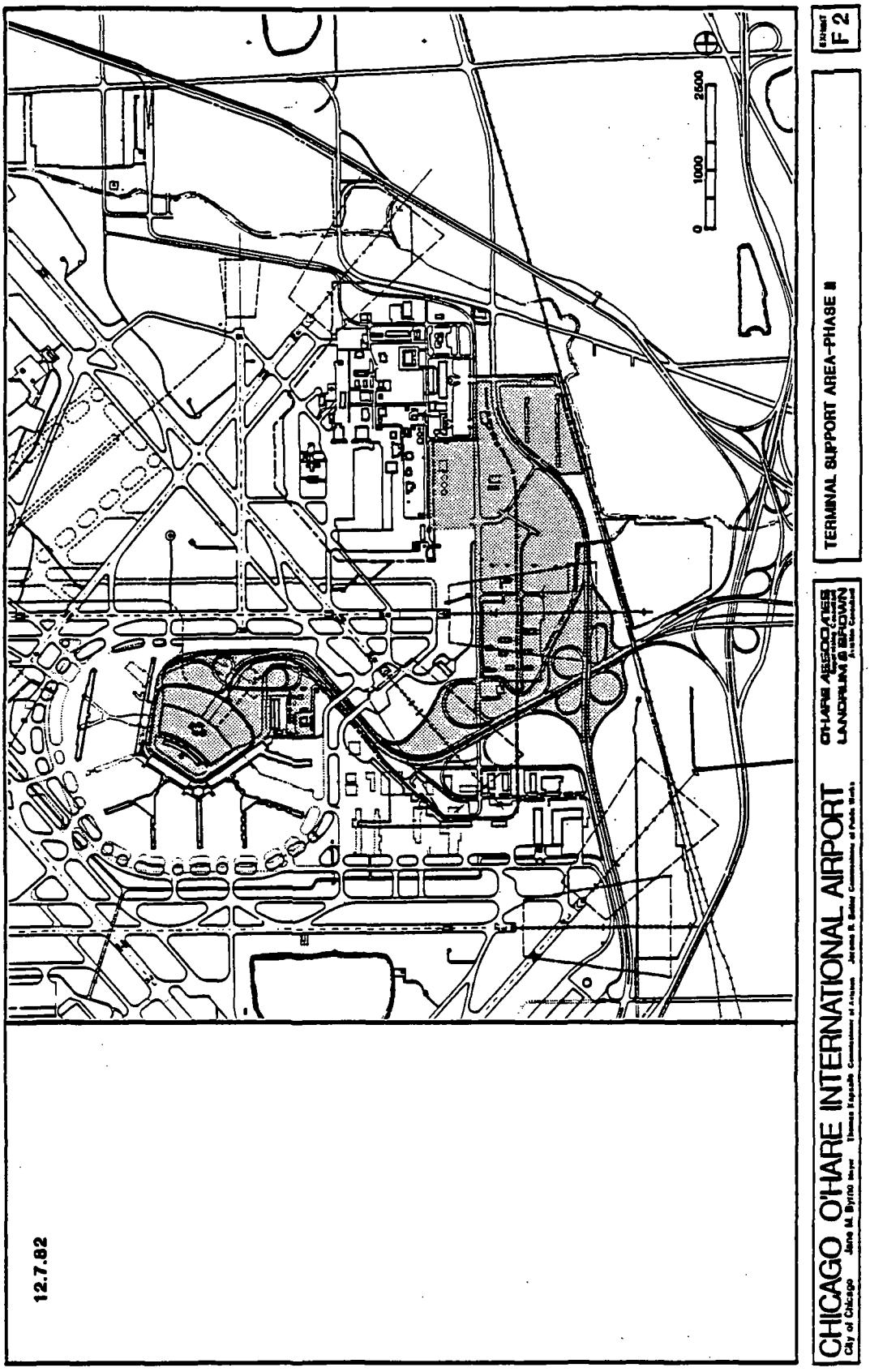
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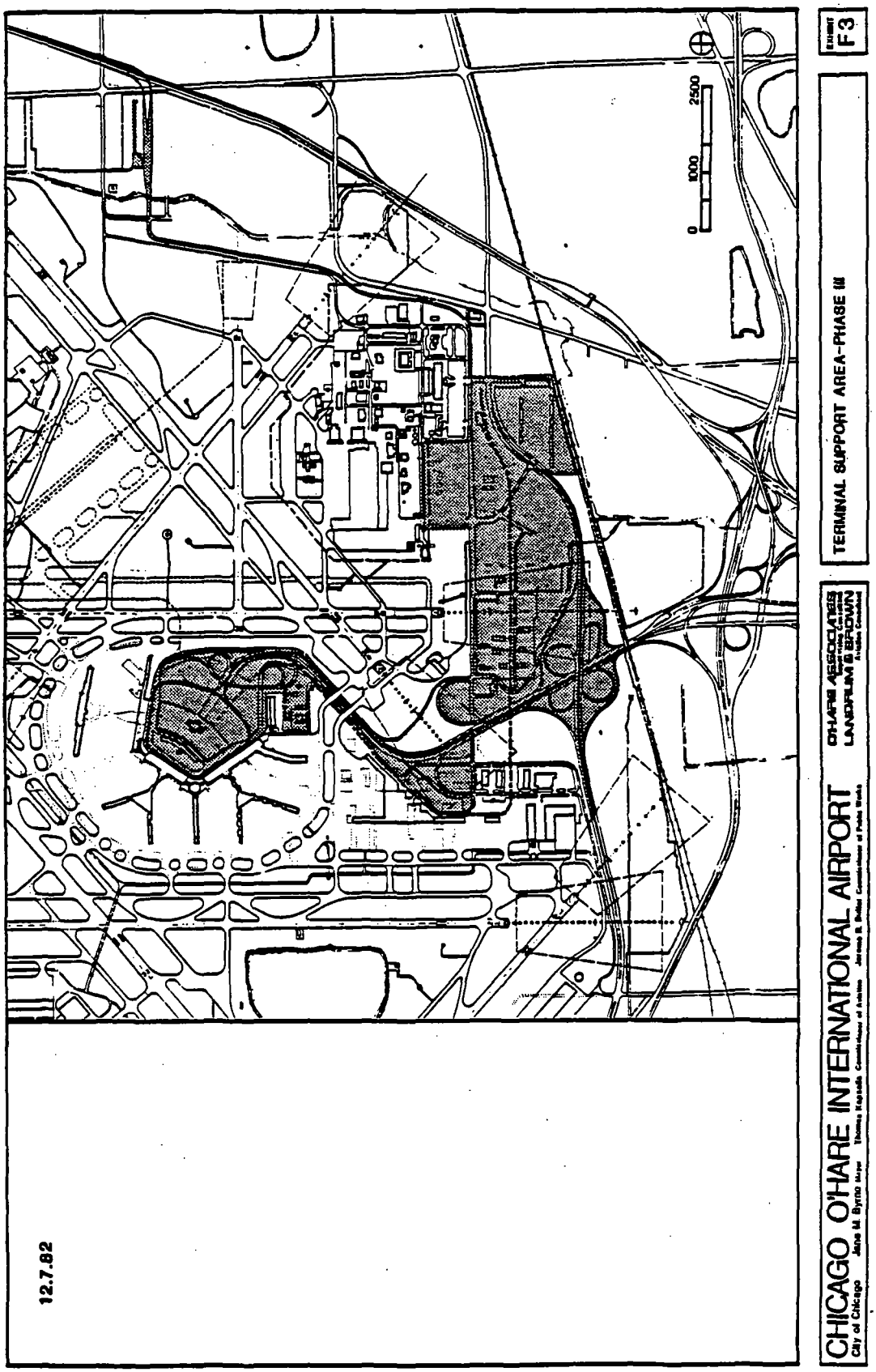
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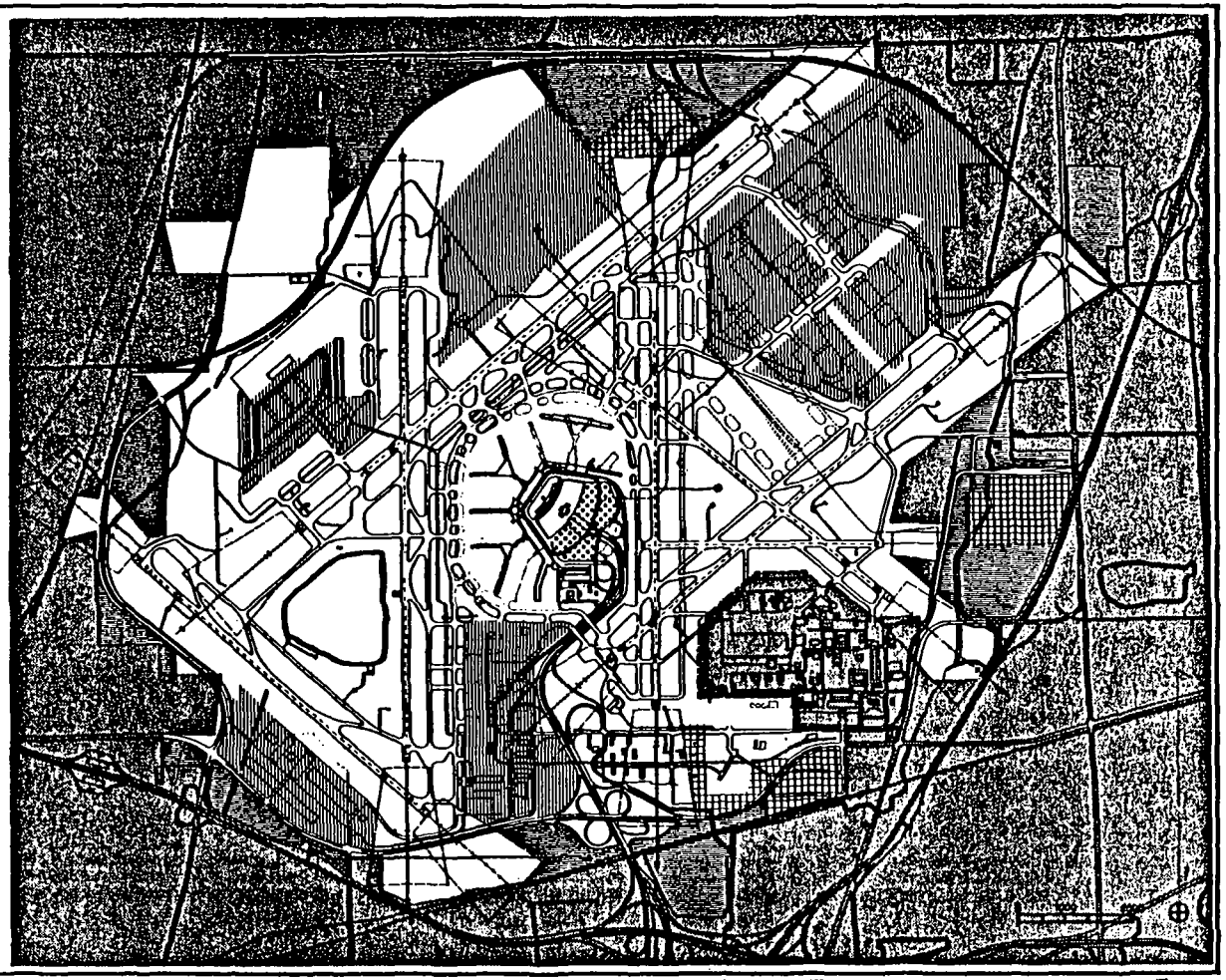
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
TERMINAL SUPPORT AREA-PHASE III
EXHIBIT F3

12.7.82

- Aviation Related Land Use
- Other Compatible Commercial / Industrial Land Use
- Air Rights Development – Compatible Use
- Central Parking Area Air Rights Development – Compatible Use



CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

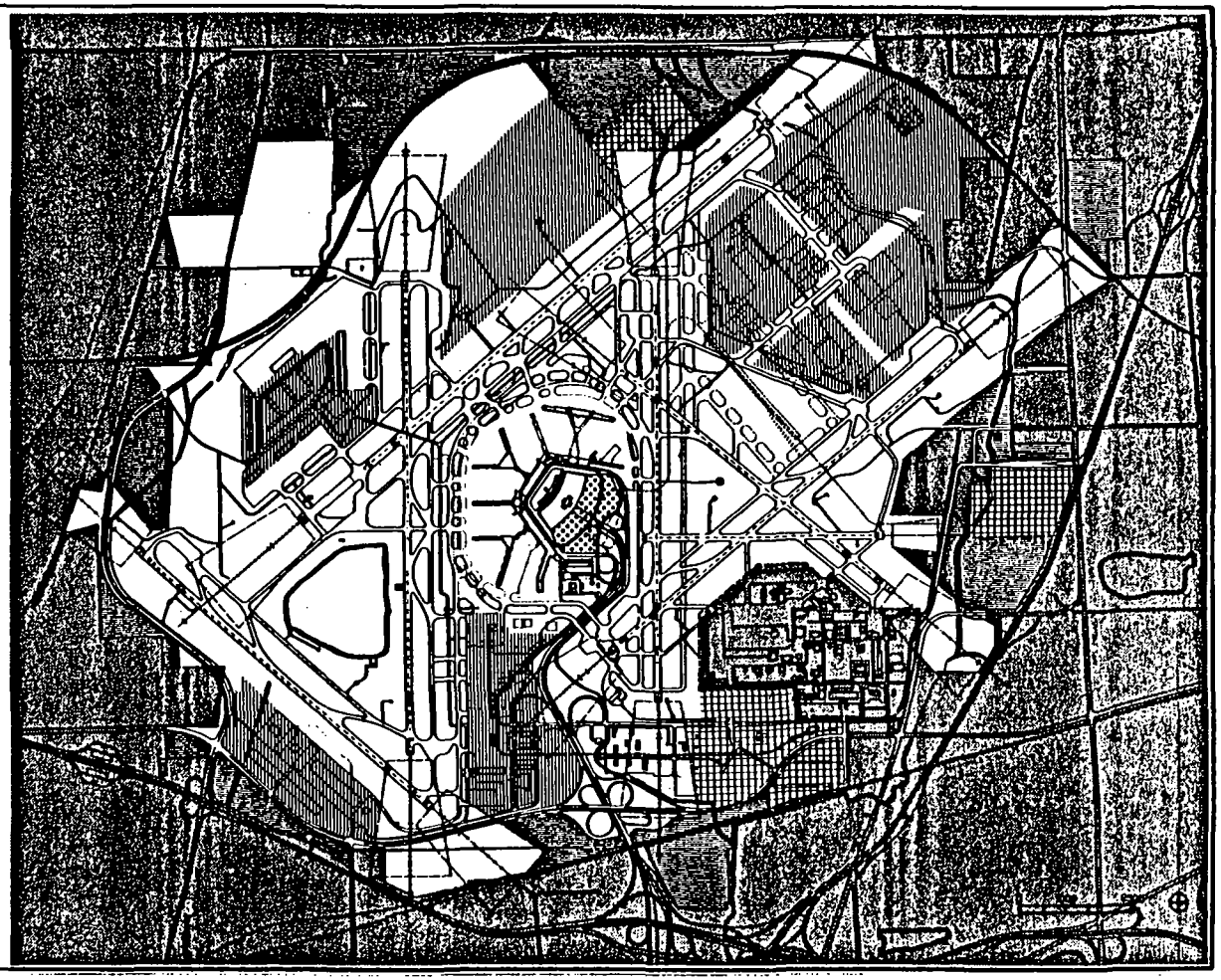
O'HARE ASSOCIATES Planning Consultant LANDRUM & BROWN Aviation Consultant

LAND SUPPORT AREA – PHASE I

EXHIBIT G1

12.7.82

- Aviation Related Land Use
- Other Compatible Commercial / Industrial Land Use
- Air Rights Development - Compatible Use
- Central Parking Area Air Rights Development - Compatible Use



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O'HARE ASSOCIATES
LANDRUM & BROWN
Aviation Consultant

LAND SUPPORT AREA-PHASE II

EXHIBIT G2

12.7.82

- Aviation Related Land Use
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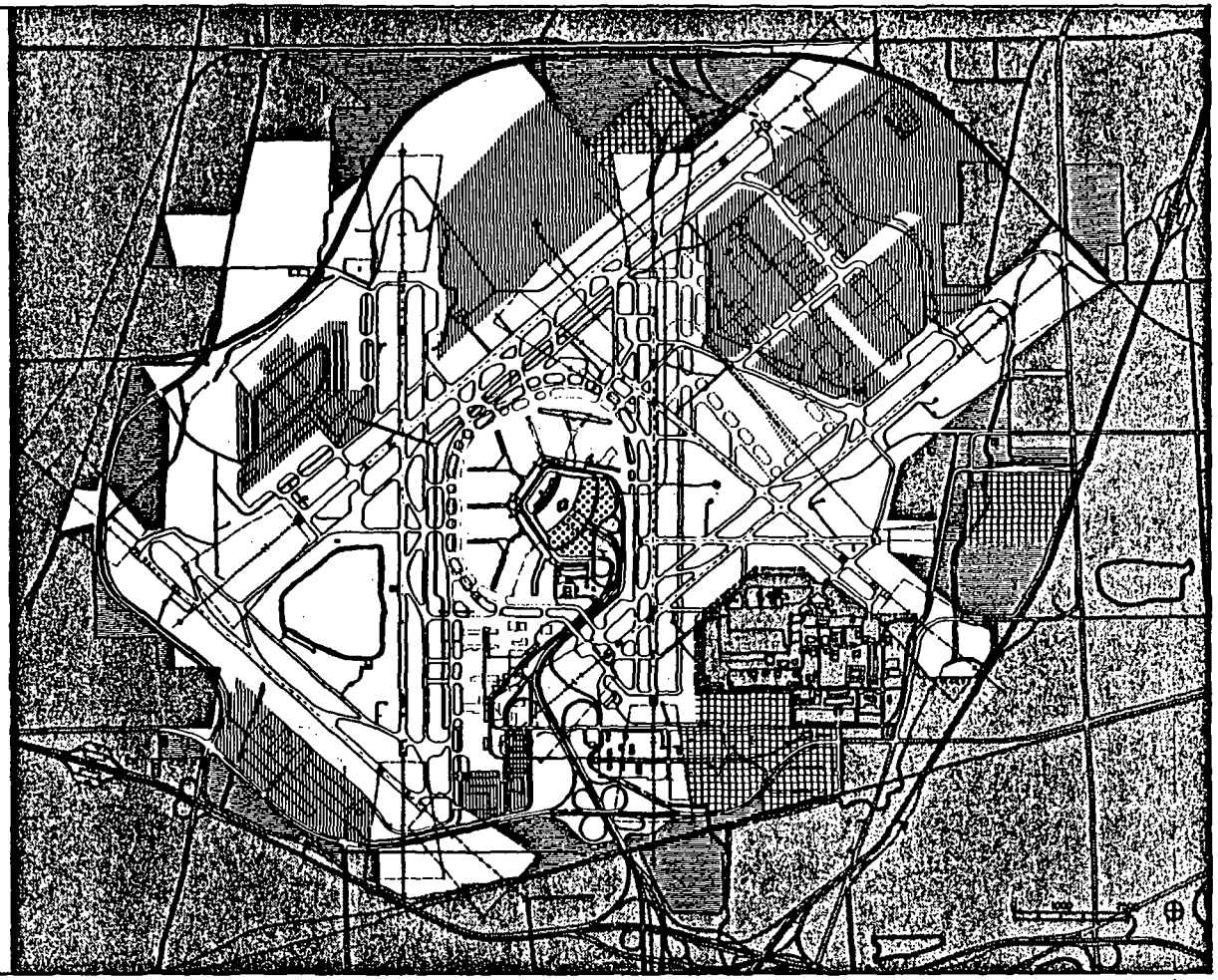
- Air Rights Development - Compatible Use
- Central Parking Area Air Rights Development- Compatible Use



CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Consulting Engineers LANDRUM & BROWN Aviation Consultants

LAND SUPPORT AREA - PHASE III

EXHIBIT G3

Exhibit H

ESCROW AGREEMENT

Gentlemen:

The City of Chicago ("City") and _____, a _____ corporation ("Airline"), herewith deposit with you, as Escrowee, two fully executed copies of an Airport Use Agreement and Terminal Facilities Lease ("Use Agreement") dated ____, 198__, for Chicago-O'Hare International Airport (the "Airport"), which shall become effective and binding in accordance with its terms upon the happening of the following conditions:

(a) The delivery to you of Escrow Agreements identical to this Escrow Agreement (with the exception of references to names and dates), in each case accompanied by two fully executed copies of airport use agreements, certified by the Corporation Counsel of City to be substantially the same as the Use Agreement (except for the premises demised thereunder), executed by air transportation companies constituting a Substantial Majority of Airline Parties. For purposes of this Escrow Agreement, a "Substantial Majority of Airline Parties" means air transportation companies which: (1) are "Airline Parties" as defined in airport use agreements executed by and between such air transportation companies and City, as of January 1, 1959 ("1959 Airport Use Agreement") and otherwise substantially the same as that certain Airport Use Agreement by and between City and Airline dated as of January 1, 1959, and (2) during the then last ended fiscal year of the Airport, paid, in the aggregate, flight fees as that term is defined in the 1959 Airport Use Agreement, equal to or greater than eighty (80%) per cent of all flight fees paid by all "Airline Parties". In determining whether the requirement of subsection (2) above has been satisfied, you shall rely on the most recently available financial statements of the Airport, audited by an independent certified public accountant. You shall make an independent determination of whether there has been delivery by a Substantial Majority of Airline Parties immediately following receipt of this Escrow Agreement and each such other Escrow Agreement. For the purposes of determining whether the requirement of subsection (2) above has been satisfied, you shall completely eliminate from the

computation the flight fees paid by any Airline Party which City certifies to be in default under its 1959 Airport Use Agreement following notice of such default given to such Airline Party by City.

(b) The delivery to you of a certificate signed by the Corporation Counsel of City informing you (1) that no bonds are presently outstanding which had been issued pursuant to the ordinance adopted by the City Council of City on December 29, 1958 entitled: "ORDINANCE authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds Series of 1959 for the purpose of improving and extending said Airport and providing for payment of principal and of interest on said bonds." as heretofore supplemented by ordinances adopted by the City Council of City on February 16, 1959, February 1, 1961, July 13, 1962, July 21, 1967, June 26, 1968, March 25, 1970 and August 30, 1972, and (2) that all obligations of City under said ordinance have been discharged in accordance with the terms of said ordinance or otherwise.

In the event the foregoing conditions are satisfied on or prior to January 1, 1990, upon such occurence you shall deliver one copy of each deposited document to the Corporation Counsel of City and one copy of its deposited documents to each respective air transportation company, and this escrow shall thereupon cease.

In the event the foregoing conditions are not satisfied on or prior to January 1, 1990, all copies of the deposited documents shall thereupon become null and void and you shall stamp "cancelled" on the first page of all copies of the deposited documents and cancel all signatures on such copies, and thereupon deliver one copy of each deposited document so cancelled to the Corporation Counsel of City and one copy of its deposited documents so cancelled to each respective air transportation company, and this Escrow Agreement shall thereupon terminate.

You shall, in acting hereunder, be entitled to rely upon any signature, notice, certificate, receipt or other document which you reasonably believe to be genuine.

Your fees for acting as escrowee hereunder shall be paid by the City.

This instrument may be executed in any number of copies by City and each of the various air transportation companies in separate counterparts, all of which counterparts

shall be executed by City and shall, with respect to each air transportation company, be an original and collectively but one instrument.

DATED as of _____, 19___

Very truly yours,

CITY OF CHICAGO

By:_____
Mayor

ATTEST:

_____
City Clerk

_____

ATTEST:

By: _____
_____ President

_____
_____ Secretary

EXHIBIT
I

CITY OF CHICAGO

1983 CHICAGO-O'HARE INTERNATIONAL AIRPORT

GENERAL AIRPORT REVENUE BOND ORDINANCE

Adopted: _____, 1983

[Page numbers in Table of Contents are internal document references and do not correspond to page numbers of this Journal.]

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AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF CHICAGO OF ITS CHICAGO-O'HARE INTERNATIONAL AIRPORT GENERAL AIRPORT REVENUE BONDS, AND PROVIDING FOR THE PAYMENT OF AND SECURITY FOR SAID BONDS

WHEREAS, the City of Chicago is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

WHEREAS, the City currently owns and operates an airport known as Chicago-O'Hare International Airport; and

WHEREAS, the City has heretofore determined to improve and expand said airport and to issue Bonds (as hereinafter defined), payable solely from Revenues (as hereinafter defined), to pay the cost of improvements to, and expansions of, said airport.

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 101. Short Title. This ordinance may hereafter be cited as the "1983 Chicago-O'Hare International Airport General Airport Revenue Bond Ordinance."

Section 102. Definitions. The following terms, for all purposes of this Ordinance, and of any ordinance amendatory or supplemental hereto, and of any certificate, opinion or other document herein mentioned, shall have the meanings herein specified unless the context clearly indicates otherwise:

"Accounts" means the special accounts created and established pursuant to Articles IV and V.

"Aggregate Debt Service" means, as of any particular date of computation and with respect to a particular Bond Year or other specified 12-month period, an amount of money equal to the aggregate of the amounts of Annual Debt Service with respect to such Bond Year or other specified 12-month period and to the Bonds of all Series.

"Air Transportation Business" means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail, by aircraft, in commerce, as defined in the Federal Aviation Act of 1958, as amended.

"Airline Party" means, at any time, any person actively engaged in the Air Transportation Business at the Airport who then has an Airport Use Agreement in effect with the City, either directly or through a valid assignment.

"Airport" means Chicago-O'Hare International Airport as shown on Exhibit A attached to the Airport Use Agreements, together with any additions thereto, or improvements or enlargements thereof, hereafter made, but any land, rights-of-way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

"Airport Development Fund" means the Airport Development Fund created pursuant to Article VII of the Airport Use Agreements.

"Airport Development Fund Deposit Requirement" for any Fiscal Year means any amount required to be deposited in the Airport Development Fund from any source in any Fiscal Year under the Airport Use Agreements.

"Airport Development Plan" means the Airport Development Plan as said term is defined in the Airport Use Agreements.

"Airport Fees and Charges" means Airport Fees and Charges as said term is defined in the Airport Use Agreements.

"Airport Fund" means the Airport Fund created pursuant to Article VII of the Airport Use Agreements.

"Airport Use Agreements" means (a) the airport use agreement and terminal facilities leases entered into between the City and various companies engaged in the Air Transportation Business as authorized by an ordinance adopted by the City Council of the City on _____, 1983, entitled:

> "AN ORDINANCE AUTHORIZING THE CITY OF CHICAGO TO EXECUTE NEW AIRPORT USE AGREEMENTS WITH UNITED AIRLINES, INC., AMERICAN AIRLINES, INC., TRANS WORLD AIRLINES, INC., NORTHWEST ORIENT AIRLINES, INC., DELTA AIR LINES, INC., AND US AIR, INC.,"

(b) each other airport use agreement and terminal facilities lease, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the same expiration date as the agreements referred to in (a) above, and (c) in the

case of an all-cargo carrier, its airport use agreement, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the same expiration date as the agreements referred to in (a) above, together with a cargo facilities lease of no shorter duration than such airport use agreement; in each case as amended or supplemented from time to time in accordance with their terms and Section 714.

"Annual Debt Service" means, as of any particular date of computation and with respect to a particular Bond Year or other specified 12-month period and to Bonds of a particular Series, an amount of money equal to the sum of (a) all interest payable during such Bond Year or other specified 12-month period on all Bonds of said Series Outstanding on said date of computation and (b) all Principal Installments payable during such Bond Year or other specified 12-month period with respect to all Bonds of said Series Outstanding on said date of computation, all calculated on the assumption that Bonds will after said date of computation cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with this Ordinance of Principal Installments payable at or after said date of computation.

"Authorized Newspapers" means not less than two newspapers or financial journals, printed in the English language and customarily published (except in the case of legal holidays) at least once a day for at least five days in each calendar week, one of which is of general circulation in the City, and the other of which is of general circulation in the Borough of Manhattan, City and State of New York.

"Authorized Officer" means (a) the Mayor, the City Treasurer, the City Comptroller, or any other official of the City designated as an "Authorized Officer" under this Ordinance by the Mayor by a Certificate signed by the Mayor and filed with the Trustee for so long as such designation shall be in effect and (b) the City Clerk with respect to the certification of any ordinance or resolution of the City Council or any other document filed in his office.

"Bond Counsel" means a firm of attorneys having expertise in the field of law relating to municipal, state and public agency financing, selected by the City and satisfactory to the Trustee.

"Bondholder" or "holder" or words of similar import, when used with reference to a Bond, means any person who shall be the bearer of any Outstanding Bond registered to bearer or not registered, or the registered owner of any Outstanding Bond at the time registered other than to bearer.

"Bonds" means any of the Bonds of the City authenticated and delivered under and pursuant to this Ordinance.

"Bond Year" means a 12-month period commencing on January 2 of each calendar year and ending on January 1 of the next succeeding calendar year.

"Capital Project" means a capital improvement at the Airport, or the acquisition of land beyond the then-current boundaries of the Airport for use as a part of the Airport.

"Capitalized Interest" means any amount included in the proceeds of any Series for the payment of interest on Bonds.

"Capitalized Interest Account" means an Account maintained in the Construction Fund for the deposit of the portion, if any, of the proceeds of any Series representing Capitalized Interest.

"Certificate" means an instrument of the City in writing signed by an Authorized Officer. Any such instrument in writing and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed so as to form a single instrument. Any Certificate of the City may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or representation of counsel, accountants, or engineers, respectively, unless the officer signing such Certificate knows, or in the exercise of reasonable care should have known, that the opinion or representation with respect to the matters upon which such Certificate may be based, as aforesaid, is erroneous. The same officer of the City, or the same counsel or accountant or other persons, as the case may be, need not certify to all of the matters required to be certified under any provision of this Ordinance, but different officers, counsel, accountants or other persons may certify to different facts, respectively. Every Certificate, and every certificate or opinion of counsel, accountants, engineers or other persons provided for herein shall include:

(a) a statement that the person making such certificate or opinion or representation has read the pertinent provision of this Ordinance to which such statement, certificate, opinion or representation relates;

(b) a brief statement as to nature and scope of the examination or investigation upon which the statements, opinions or representations are based;

(c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; and

(d) with respect to any statement relating to compliance with any provisions hereof, a statement whether or not, in the opinion of such person, such provision has been complied with.

"City" means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois.

"City Council" means the City Council of the City, or any succeeding governing or legislative body of the City.

"Code" means the Internal Revenue Code of 1954, as from time to time supplemented and amended. References to the Code and to sections of the Code shall include relevant final, temporary or proposed Regulations as in effect from time to time and, with reference to any Series, as applicable to obligations issued on the date of issuance of such Series.

"Commissioner of Aviation" means the Commissioner of the Department of Aviation of the City, or any successor or successors to the duties of such official.

"Commissioner of Public Works" means the Commissioner of the Department of Public Works of the City, or any successor or successors to the duties of such official.

"Construction Fund" means the Construction Fund created by Section 401.

"Consulting Engineer" means a registered or licensed engineer or engineers, or firm or firms of engineers, with expertise in the field of designing, preparing plans and specifications for, supervising the construction, improvement and expansion of, and supervising the maintenance of, airports and aviation facilities, entitled to practice and practicing as such under the laws of the State of Illinois, who, in the case of any individual, shall not be a director, officer or employee of either the City or any Airline Party.

"Costs of Issuance" means any item of expense payable or reimbursable, directly or indirectly, by the City and related to the authorization, offering, sale, issuance and delivery of Bonds, including but not limited to travel and other expenses of any officer or employee of the City in connection with the authorization, offering, sale, issuance and delivery of such Bonds, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Fiduciary, legal fees and disbursements, fees and disbursements of the Independent Airport Consultant, Independent Accountant and the Consulting Engineer, fees and disbursements of other consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, premiums on municipal bond insurance, credit facility charges and costs and expenses of refunding Bonds.

"Counsel's Opinion" means a written opinion of counsel selected by the City (who may be the Corporation Counsel for the City). Any Counsel's Opinion may be based, insofar as it relates

to factual matters (information with respect to which is in the possession of the City) upon a certificate or opinion of, or representation by, an officer of the City, unless such counsel knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous.

"Debt Service Fund" means the Debt Service Fund created by Section 501.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund created by Section 501.

"Debt Service Reserve Fund Requirement" means for the current or any future Bond Year an amount equal to the maximum amount of Aggregate Debt Service for such Bond Year.

"Emergency Reserve Fund" means the Emergency Reserve Fund created pursuant to Article VII of the Airport Use Agreements.

"Emergency Reserve Fund Deposit Requirement" for any Fiscal Year means any amount required to be deposited in the Emergency Reserve Fund in any Fiscal Year under the Airport Use Agreements.

"Event of Default" means an Event of Default under Section 1201.

"Federal Obligation" means any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America.

"Fiduciary" means the Trustee or any Paying Agent or any or all of them, as may be appropriate.

"Fiscal Year" means January 1 through December 31 of any year, or such other fiscal year as the City may adopt for the Airport, including any transition fiscal year adopted by the City pursuant to Article XXIII of the Airport Use Agreements.

"Funds" means the special funds created and established pursuant to Articles IV and V or pursuant to Article VII of the Airport Use Agreements.

"Government Grants-in-Aid" means those moneys granted to the City by the United States of America or any agency thereof, or the State of Illinois, or any political subdivision or agency thereof, to pay for all or a portion of the cost of Capital Projects; provided, however, that Government Grants-in-Aid shall not include any payments made for services rendered at the Airport.

"Independent Accountant" means a certified public accountant selected by the City and licensed to practice in the State of Illinois, and who (a) in the case of an individual, shall not be a director, officer or employee of either the City or any Airline

Party, (b) shall be satisfactory to the Trustee and (c) may be the accountant that regularly audits the books of the City or the Airport.

"Independent Airport Consultant" means a consultant, other than the Consulting Engineer, selected by the City, with expertise in the administration, financing, planning, maintenance and operations of airports and facilities thereof, and who, in the case of an individual, shall not be a director, officer or employee of either the City or any Airline Party.

"Interest Account" means the Interest Account in the Debt Service Fund.

"Interest Payment Date" means any January 1 or July 1 on which a Principal Installment or interest on any Series is payable in accordance with its terms and the terms of this Ordinance and the Supplemental Ordinance authorizing such Series.

"Junior Lien Obligations" means any bonds, notes or evidences of indebtedness, other than Bonds and Special Facility Revenue Bonds, issued by the City as permitted by Section 705.

"Junior Lien Obligation Debt Service Fund" means the Junior Lien Obligation Debt Service Fund created by Section 501.

"Land Support Area" means the land and air rights identified as the "Land Support Area" on Exhibit G attached to the Airport Use Agreements, and, except as otherwise provided therein, all structures, improvements, facilities, roads and utilities now or hereafter located thereon.

"Maintenance Reserve Fund" means the Maintenance Reserve Fund created pursuant to Article VII of the Airport Use Agreements.

"Majority-in-Interest" means a Majority-in-Interest of the Airline Parties determined in accordance with the provisions of the Airport Use Agreements.

"Net Revenues Available for Debt Service" for any Fiscal Year means the net income before extraordinary items of the Airport (excluding the net income of the Land Support Area except to the extent deposited in the Revenue Fund) calculated in accordance with generally accepted accounting principles (a) plus (i) interest payable on Bonds, (ii) interest payable on Junior Lien Obligations, (iii) any transfers to the Revenue Fund from the Airport Development Fund or the Emergency Reserve Fund pursuant to Sections 10.04(c) or 11.03(b) of the Airport Use Agreements, (iv) any balance held in the Revenue Fund at the end of the preceding Fiscal Year and (v) depreciation, amortization of debt discount and financing expenses and (b) minus, to the extent included in such net income before extraordinary items of the Airport, (i) any passenger facility charge or similar tax levied by and on behalf of the City and collected during such Fiscal

Year, (ii) interest or other income earned on the Airport Development Fund, the Emergency Reserve Fund and the Construction Fund, (iii) Government Grants-in-Aid (except to the extent used to pay for or reimburse the cost of any Capital Project previously funded through the issuance of Bonds or Junior Lien Obligations), (iv) any amounts derived by the City from Special Facility Financing Arrangements entered into in connection with Special Facility Improvements to the extent such moneys derived are required to pay principal of, premium, if any, and interest on Special Facility Revenue Bonds and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the issuance of such Special Facility Revenue Bonds, (v) gifts to fund Capital Projects and (vi) the proceeds of any condemnation awards.

"Operation and Maintenance Expense Projection" for any Fiscal Year means the estimate of Operation and Maintenance Expenses (excluding Operation and Maintenance expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and Maintenance Reserve Fund) for such Fiscal Year prepared pursuant to Section 7.02 of the Airport Use Agreements.

"Operation and Maintenance Expenses" means Operation and Maintenance Expenses as said term is defined in the Airport Use Agreements.

"Operation and Maintenance Fund" means the Operation and Maintenance Fund created pursuant to Article VII of the Airport Use Agreements.

"Operation and Maintenance Reserve Fund" means the Operation and Maintenance Reserve Fund created pursuant to Article VII of the Airport Use Agreements.

"Operation and Maintenance Reserve Fund Deposit Requirement" for any Fiscal Year means the amount, if any, required to increase the balance in the Operation and Maintenance Reserve Fund (including amounts receivable from the Operation and Maintenance Fund) to an amount equal to one-fourth of such Fiscal Year's Operation and Maintenance Expense Projection and as adjusted at mid-year pursuant to Section 7.06 of the Airport Use Agreements.

"Ordinance" means this ordinance as originally adopted and as the same may from time to time be amended or supplemented by Supplemental Ordinances adopted and effective in accordance with Article X.

"Outstanding", when used with reference to the Bonds, means, as of any date, all Bonds theretofore or thereupon being authenticated and delivered under this Ordinance except:

(a) Bonds cancelled by the Trustee at or prior to such date or theretofore delivered to the Trustee for cancellation;

(b) Bonds (or portions of Bonds) for the payment or redemption of which there shall be held in trust and set aside for such payment or redemption (whether at, prior to or after the maturity or redemption date) moneys or Federal Obligations the principal of and interest on which when due or payable will provide moneys, together with the moneys, if any, deposited with the Trustee at the same time, in an amount sufficient to pay the principal or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, and, if such Bonds are to be redeemed, for which notice of such redemption shall have been given as provided in Article VI or provisions satisfactory to the Trustee shall have been made for the giving of such notice;

(c) Bonds for the transfer or exchange of, in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to this Ordinance; and

(d) Bonds deemed to have been paid as provided in Section 1401.

"Paying Agent" means any bank or trust company designated as a paying agent for a Series and its successor or successors hereafter appointed in the manner herein provided.

"Principal Account" means the Principal Account in the Debt Service Fund.

"Principal Installment" means, as of any particular date of computation and with respect to Bonds of a particular Series, an amount of money equal to the aggregate of (a) the principal amount of Outstanding Bonds of said Series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Bonds which would at or before said future date be retired by reason of the payment when due and application in accordance with this Ordinance of Sinking Fund Payments payable at or before said future date for the retirement of such Outstanding Bonds, plus (b) the amount of any Sinking Fund Payments payable on said future date for the retirement of any Outstanding Bonds of such Series, and said future date shall, for all purposes hereof, be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

"Project Account" means each separate Account established in the Construction Fund with respect to any particular Capital Project or Projects.

"Qualified Collateral" means:

(a) Federal Obligations;

(b) Direct and general obligations of any State of the United States of America or any political subdivision of the

State of Illinois which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, Inc., or their successors; and

(c) Public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America.

"Qualified Investments" means:

(a) Federal Obligations;

(b) Deposits in interest-bearing time deposits or certificates of deposit or similar arrangements issued by any bank or national banking association, including a Fiduciary, which deposits, to the extent not insured by the Federal Deposit Insurance Corporation, shall be secured by Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to 110% of the amount of such deposits, marked to market monthly, and which Qualified Collateral shall have been deposited in trust by such bank or national banking association with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the City and the Trustee, with another bank, trust company or national banking association for the benefit of the City and the appropriate Fund or Account as collateral security for such deposits;

(c) Direct and general obligations of any State of the United States of America or any political subdivision of the State of Illinois which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, Inc., or their successors;

(d) Obligations issued by any of the following agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks System, Federal Land Banks, Export-Import Bank, Tennessee Valley Authority, Government National Mortgage Association, Farmers Home Administration, United States Postal Service, the Federal National Mortgage Association to the extent that such obligations are guaranteed by the Government National Mortgage Association, any agency or instrumentality of the United States of America and any corporation controlled and supervised by, and acting as an agency or instrumentality of, the United States of America;

(e) Repurchase agreements extending not beyond 30 calendar days with banks which are members of the Federal Reserve System or with government Bond dealers recognized as primary dealers by the Federal Reserve Bank of New York that are secured by Federal Obligations having a current market value at least equal to 103% of the amount of the repurchase agreement, marked to market weekly, and which Federal Obligations shall have been deposited in trust by such banks or dealers with the trust department of the Trustee or with a Federal Reserve Bank or branch, or with the written approval of the City and the Trustee, with another bank, trust company or national banking association for the benefit of the City and the appropriate Fund or Account as collateral security for such repurchase agreements; and

(f) Public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America.

"Redemption Price" means with respect to any Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bond or the Supplemental Ordinance under which such Bond was issued.

"Refunding Bonds" means all Bonds, whether issued in one or more Series, authenticated and delivered on original issuance for the purpose of the refunding of Bonds of any Series and all Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to this Ordinance.

"Regulations" means the Income Tax Regulations (26 CFR Part 1) promulgated under and pursuant to the Code.

"Revenue Fund" means the Revenue Fund created by Section 501.

"Revenues" means all amounts received or receivable directly or indirectly by the City for the use and operation of, or with respect to, the Airport (excluding the Land Support Area), including, without limitation: all Airport Fees and Charges (excluding payments described in subsection (a) below); all other rentals, charges and fees for the use of the Airport (including all rentals and flight fees payable by non-Airline Parties) or for any service rendered by the City in the operation thereof; Concession Revenues, as defined in the Airport Use Agreements, and concession revenues derived from the International Terminal Area, as defined in the Airport Use Agreements; interest payments

to the City made pursuant to Section 7.08 of the Airport Use Agreements; interest accruing on, and any profit realized from the investment of, moneys in the Revenue Fund, the Debt Service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund, the Maintenance Reserve Fund, the Operation and Maintenance Fund, the Special Capital Projects Fund, the Operation and Maintenance Reserve Fund and any debt service reserve fund established under any ordinance or resolution authorizing the issuance of Junior Lien Obligations; and City deposits into the Airport Fund or transfers to the Trustee for deposit into the Revenue Fund pursuant to Sections 13.03 and 13.04 of the Airport Use Agreements; provided, however, that Revenues shall not include: (a) any amounts derived by the City from Special Facility Financing Arrangements entered into in connection with Special Facility Improvements to the extent such moneys derived are required to pay principal of, premium, if any, and interest on Special Facility Revenue Bonds and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the issuance of such Special Facility Revenue Bonds, (b) the proceeds of any passenger facility charge or similar tax levied by or on behalf of the City, (c) interest accruing on, and any profit resulting from the investment of, moneys in the Airport Development Fund, the Emergency Reserve Fund, and the Construction Fund, (d) Government Grants-in-Aid (except to the extent used or to be used to pay for or reimburse the cost of any Capital Project previously funded through the issuance of Bonds or Junior Lien Obligations), (e) insurance proceeds which are not deemed to be revenues in accordance with generally accepted accounting principles, (f) the proceeds of any condemnation awards, and (g) the proceeds of any borrowings by the City.

"Series" shall mean all of the Bonds authenticated and delivered on original issuance pursuant to a Supplemental Ordinance and designated as a Series therein.

"Series 1982 Bonds" means the Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-A, B and C (Delta Air Lines, Inc. Terminal Project) of the City dated November 15, 1982.

"Series 1959 Bonds" means Chicago-O'Hare International Airport Revenue Bonds issued under that certain ordinance entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds Series of 1959 for the purpose of improving and extending said Airport and providing for payment of principal of and interest on said bonds," adopted by the City Council of the City on December 29, 1958, as heretofore supplemented by ordinances adopted by the City Council of the City on February 16, 1959, February 1, 1961, July 13, 1962, July 21, 1967, June 26, 1968, March 25, 1970, and August 30, 1972.

"Sinking Fund Payment" means, as of any particular date of determination and with respect to the Outstanding Bonds of any Series, the amount required by a Supplemental Ordinance to be paid in any event by the City on a single future date for the retirement of Bonds of such Series which mature after said future

date, but does not include any amount payable by the City by reason only of the maturity of a Bond.

"Special Capital Project Expenditure" means a Special Capital Project Expenditure as said term is defined in the Airport Use Agreements.

"Special Capital Projects Fund" means the Special Capital Projects Fund created pursuant to Article VII of the Airport Use Agreements.

"Special Facility Financing Arrangements" means (a) a lease or loan agreement and any contemporaneous financing instruments relating to Special Facility Improvements entered into by the City pursuant to which the lessee or borrower agrees to make payments to the City during the term thereof in an amount at least equal to the sum of (i) the principal of, premium, if any, and interest on Special Facility Revenue Bonds issued to finance such Special Facility Improvements as the same become due, (ii) all costs of operating and maintaining such Special Facility Improvements required to be paid by the City and for which no mechanism for reimbursement to the City has been established other than payments pursuant to such lease or loan agreement and any contemporaneous financing instrument and (iii) all sinking and other reserve fund payments required by the ordinance or resolution authorizing such Special Facility Revenue Bonds as the same shall become due, or (b) any lease of, or other instrument relating to, a Special Facility Improvement entered into by the City as a result of a default by the original or a subsequent lessee of, or borrower in connection with, such Special Facility Improvement, to the extent such lease or instrument, or the proceeds thereof, has been pledged to the payment of Special Facility Revenue Bonds.

"Special Facility Improvement" means a building or facility at the Airport, or an improvement to such building or facility, or portion thereof, as has been constructed, installed, equipped or acquired with the proceeds of the sale of Special Facility Revenue Bonds or funds of the user thereof, or both.

"Special Facility Revenue Bonds" means bonds, notes or other evidences of indebtedness of the City, with respect to which the principal, premium, if any, and interest are payable solely from the proceeds of the sale of such bonds, notes or other evidences of indebtedness and from rentals or other charges derived by the City under and pursuant to one or more Special Facility Financing Arrangements relating to specific Special Facility Improvements entered into between the City and the user or users of such Special Facility Improvements, which bonds, notes or other evidences of indebtedness are not payable from Revenues, from Airport Fees and Charges or from other revenues of the City, and for which the City has no taxing obligation.

"Supplemental Ordinance" means an ordinance supplemental to or amendatory of this Ordinance, adopted by the City Council and effective as provided in Article X.

"Trustee" means the bank, trust company or national banking association appointed as trustee hereunder pursuant to Section 1301 or its successor hereinafter appointed in the manner provided in this Ordinance.

Section 103. Interpretation.

(a) In this Ordinance, unless the context otherwise requires:

(i) The terms "hereby," "hereof," "hereto," "hereunder" and any similar terms used herein refer to this Ordinance, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Ordinance;

(ii) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(iii) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(iv) Words importing the redemption or redeeming of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond;

(v) Any percentage of Bonds, for purposes of this Ordinance, shall be computed on the basis of the unpaid principal amount of Bonds Outstanding at the time the computation is made or is required to be made hereunder;

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

(vii) Articles and Sections mentioned by number only are the respective Articles and Sections of this Ordinance so numbered.

(b) Any publication to be made under the provisions of this Ordinance in successive weeks or on successive dates may be made in each instance upon any business day of the week and need not be made in the same Authorized Newspapers for any or all of the

successive publications but may be made in different Authorized Newspapers. If, because of the temporary or permanent suspension of the publication or general circulation of any of the Authorized Newspapers or for any other reason, it is impossible or impractical to publish any notice pursuant to this Ordinance in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

Section 104. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Ordinance on the part of the City or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds.

Section 105. Successors and Assigns. Whenever in this Ordinance the City is named or referred to, it shall and shall be deemed to include its successors and assigns whether so expressed or not. All of the covenants, stipulations, obligations, and agreements by or on behalf of, and other provisions for the benefit of, the City contained in this Ordinance shall bind and inure to the benefit of such successors and assigns and shall bind and inure to the benefit of any officer, board, commission, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the City, or of its successors or assigns, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions of this Ordinance.

Section 106. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the City, the Fiduciaries and the holders of the Bonds and the coupons thereunto appertaining, if any, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation thereof. All the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Fiduciaries and the holders of the Bonds and the coupons thereunto appertaining, if any.

ARTICLE II

AUTHORIZATION, OBLIGATION AND ISSUANCE OF BONDS

Section 201. Authorization for Ordinance. This Ordinance is adopted by virtue of and pursuant to the home rule powers of the City. The City has ascertained and hereby determines and declares that adoption of this Ordinance is necessary to meet the

commercial and general aviation needs of the citizens of the City, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient in order to carry out and effectuate such purposes of the City and to carry out its powers and is in furtherance of the public benefit, safety and welfare of the City and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and are contracts or agreements necessary, useful and convenient to carry out and effectuate the corporate purposes of the City.

Section 202. Ordinance to Constitute Contract. In consideration of the purchase and acceptance of Bonds by those who shall hold the same from time to time, the provisions of this Ordinance and any Supplemental Ordinance shall be a part of the contract of the City with the holders of Bonds and shall be deemed to be and shall constitute a contract between the City, the Trustee and the holders from time to time of the Bonds or the coupons, if any, thereto appertaining.

Section 203. Authorization of Bonds. In order to provide sufficient funds for the financing or refinancing of Capital Projects, Bonds are hereby authorized to be issued from time to time in one or more Series as hereinafter provided, without limitation as to amount except as may be limited by law for the purpose of (a) the payment, or the reimbursement for the payment of, the costs of one or more Capital Projects, (b) the refunding of any Bonds or other obligations issued to finance or refinance one or more Capital Projects, including, but not limited to, the refunding of the Series 1982 Bonds, any other Special Facility Revenue Bonds and Junior Lien Obligations, (c) the refunding of the Series 1959 Bonds or (d) funding of the Debt Service Reserve Fund and any other Fund or Account as specified in the Supplemental Ordinance under which such Bonds are issued; including, in each case payment of Costs of Issuance.

Section 204. Source of Payment; Pledge of Revenues. The Bonds shall be legal, valid and binding limited obligations of the City payable solely from Revenues and certain other moneys and securities held by the Trustee under the provisions of this Ordinance. The Bonds and the interest thereon do not constitute an indebtedness or a loan of credit of the City within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of or interest on the Bonds. A pledge of the Revenues and of all moneys and securities held or set aside or to be held or set aside by any Fiduciary under this Ordinance is hereby made, and the same are hereby pledged, to secure the payment of the principal and Redemption Price of, and interest on, the Bonds, subject only to the provisions of this Ordinance requiring or permitting the payment, setting apart or appropriation thereof for or to the purposes and on the terms, conditions, priorities and order set forth in or provided under

this Ordinance. This pledge shall be valid and binding from and after the date of issuance of any Bonds hereunder; the Revenues so pledged and then or thereafter received by the City shall immediately be subject to the lien of such pledge without any physical delivery or further act; and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof.

Section 205. Issuance and Delivery of Bonds. After their authorization by a Supplemental Ordinance, Bonds of any Series may be executed by or on behalf of the City and delivered to the Trustee for authentication and, upon compliance by the City with the requirements, if any, set forth in such Supplemental Ordinance and with the requirements of Section 206 or, in the case of Refunding Bonds, Section 207, the Trustee shall thereupon authenticate and deliver such Bonds to or upon the order of the City.

Section 206. Conditions Precedent to Delivery of any Series. Bonds of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) A copy of this Ordinance certified by the City Clerk;

(b) A Counsel's Opinion to the effect that (i) the City had the right and power to adopt this Ordinance and the Supplemental Ordinance authorizing such Series; (ii) this Ordinance and such Supplemental Ordinance have been duly and lawfully adopted by the City Council, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms; (iii) this Ordinance creates the valid pledge of Revenues, moneys and securities which it purports to create; and (iv) upon the execution, authentication and delivery thereof, the Bonds of such Series will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois and this Ordinance;

(c) A written order as to the delivery of such Series, signed by an Authorized Officer and stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of such Series and (ii) that no Event of Default has occurred and is continuing under this Ordinance;

(d) A copy of the Supplemental Ordinance authorizing such Series, certified by the City Clerk, which shall specify:

(i) The authorized principal amount and Series designation of such Bonds;

(ii) The purpose or purposes for which such Series is being issued;

(iii) The date or dates, and the maturity date or dates, of the Bonds of such Series;

(iv) The interest rate or rates to be borne by the Bonds of such Series or the manner of determining such rate or rates, and the Interest Payment Dates therefor;

(v) The manner of dating, numbering and lettering the Bonds of such Series;

(vi) The Paying Agent or Paying Agents and the place or places of payment of the principal and Redemption Price, if any, of, and interest on, the Bonds of such Series or the manner of appointing and designating the same;

(vii) The Redemption Price or Prices, if any, of, and, subject to the provisions of Article VI, the redemption terms for, the Bonds of such Series;

(viii) The amount and due date of each Sinking Fund Payment, if any, for Bonds of like maturity of such Series;

(ix) If so determined by the City, provisions for the sale of the Bonds of such Series;

(x) The forms of the Bonds of such Series, of the coupons to be attached to the coupon Bonds of such Series and of the Trustee's certificate of authentication;

(xi) Any limit on the aggregate principal amount of such Series which may be authenticated and delivered under such Supplemental Ordinance (except for Bonds authenticated and delivered upon registration and transfer of, or in exchange for, or in lieu of, other Bonds of such Series pursuant to Article III); and

(xii) Any other provisions deemed advisable by the City as shall not conflict with the provisions hereof;

(e) A Certificate stating:

(i) The amount, if any, of the proceeds of such Series to be paid to the Trustee for deposit in the Debt Service Reserve Fund, so that the amount held therein shall be equal to the Debt Service Reserve Fund Requirement after giving effect to the issuance of such Series;

(ii) The amount, if any, of the proceeds of such Series to be paid to the Trustee for deposit in a Capitalized Interest Account;

(iii) The amount of the proceeds of such Series to be paid to the Trustee for deposit in a Project Account; and

(iv) The purpose or purposes for which the balance, if any, of the proceeds of such Series is to be used.

(f) A Certificate stating that Annual Debt Service on such Series in each year such Series is Outstanding constitutes Debt Service as such term is defined in the Airport Use Agreements and may be included by the City in the relevant calculations of Airport Fees and Charges;

(g) If Majority-in-Interest approval is required by the Airport Use Agreements for the issuance of such Series, a Certificate stating that such approval has been obtained;

(h) A certificate of the Independent Airport Consultant setting forth, for each of the five Fiscal Years following the Fiscal Year in which the Consulting Engineer estimates that the Capital Project financed by such Series will be completed, or if there is more than one such Capital Project, the Capital Project scheduled to be last completed, estimates of Revenues and the Operation and Maintenance Expenses and other amounts required to be deposited into the Funds created under this Ordinance, and demonstrating that Net Revenues Available for Debt Service in each such Fiscal Year shall at least equal an aggregate amount equal to the sum of (i) the amounts required by Section 503 to be deposited for each such Fiscal Year in the Debt Service Reserve Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund, the Special Capital Projects Fund and the Junior Lien Obligation Debt Service Fund, and (ii) one and twenty-five hundredths times the Aggregate Debt Service for the Bond Year commencing during each such Fiscal Year reduced by an amount equal to any amount held in any Capitalized Interest Account for disbursement during such Bond Year to pay interest on Bonds;

(i) With respect to any Series of Bonds issued to pay the costs of Capital Projects not described in the Airport Development Plan, a certificate of an Independent Accountant stating that with respect to any period of 12 consecutive months within the 18 calendar month-period next preceding the date of issuance of such Bonds, the Net Revenues Available for Debt Service were equal to not less than the sum of (i) the amounts required by Section 5.03 to be deposited for such 12 consecutive months in the Debt Service Reserve Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund, the Special Capital Projects Fund and the Junior Lien Obligation Debt Service Fund, and (ii) one and twenty-five hundredths times the Aggregate Debt Service for such 12-month period excluding any amount of Aggregate Debt Service which was paid from the Capitalized Interest Account during such 12-month period; and

(j) Such further documents and moneys as are required by the provisions of Article X or any Supplemental Ordinance.

Section 207. Conditions Precedent to Delivery of any Series of Refunding Bonds. All Refunding Bonds of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) The documents referred to in subsections (a), (b), (c), (d), (e), (f) and (g) of Section 206;

(b) If a redemption of Bonds is to be effected, irrevocable instructions to the Trustee to give due notice of redemption of all the Bonds to be refunded and the redemption date or dates, if any, upon which such Bonds are to be redeemed;

(c) If a redemption of Bonds is to be effected and the redemption is scheduled to occur subsequent to the next succeeding 45 days, irrevocable instructions to the Trustee to publish as provided in Article VI notice of redemption of such Bonds on a specified date prior to their redemption date;

(d) A certificate of an Independent Accountant stating the amount of either (i) moneys (which may include all or a portion of the proceeds of the Refunding Bonds to be issued) in an amount sufficient to pay the Bonds to be refunded at the applicable Redemption Price of the Bonds to be refunded together with accrued interest on such Bonds to the redemption date or dates, or (ii) Federal Obligations the principal of, and interest on, which when due (without reinvestment thereof), together with the moneys (which may include all or a portion of the proceeds of the Refunding Bonds to be issued), if any, which must be contemporaneously deposited with the Trustee, to be sufficient to pay when due the applicable Redemption Price of the Bonds to be refunded, together with accrued interest on such Bonds to the redemption date or dates or the date or dates of maturity thereof,

(e) Such further documents and funds as are required by the provisions of Article X or any Supplemental Ordinance.

Section 208. Application of Proceeds of Bonds and Refunding Bonds. The proceeds, including accrued interest, of any Series shall be deposited with the Trustee and shall be applied by the Trustee in accordance with the Certificate delivered to the Trustee pursuant to Section 206(e).

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

Section 301. Title and Date of Bonds. Subject to the provisions of Section 303, each Bond shall be entitled "Chicago-O'Hare International Airport General Airport Revenue Bond" or such other title as may be specified in, and shall bear such additional letter or number Series designation as shall be determined in, the Supplemental Ordinance authorizing such Bonds. Each coupon Bond shall be dated as of the date specified in or determined in accordance with the Supplemental Ordinance authorizing such Bond and shall bear interest, from its date, payable in the case of installments due at and prior to maturity, in accordance with, and upon surrender of, the appurtenant interest coupons as they severally become due. Each registered Bond shall be dated as of the Interest Payment Date next preceding the date of authentication and delivery thereof by the Trustee, except that (a) if such date of authentication and delivery shall be prior to the first Interest Payment Date, said Bond shall be dated as of the date of the Bonds in coupon form, as specified in the Supplemental Ordinance authorizing such Bonds, or, if no coupon Bonds are issued, then as of the date specified in such Supplemental Ordinance, (b) if such date of authentication and delivery shall be an Interest Payment Date, said Bond shall be dated as of such Interest Payment Date, or (c) if interest due on said Bond shall not have been paid in full, then notwithstanding any of the foregoing provisions of this Section, said Bond shall be dated as of the date to which interest has been paid in full on said Bond. Each registered Bond shall bear interest from its date.

Section 302. Payment Dates. All Principal Installments shall become due on the first day of January and all interest on Bonds shall become due on the Interest Payment Dates, in such years as shall be specified in the Supplemental Ordinance authorizing each Series.

Section 303. Legends. The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Ordinance as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the City prior to the authentication and delivery thereof.

Section 304. Place and Medium of Payment. Principal, interest and premium, if any, with respect to the Bonds shall be payable in lawful money of the United States of America. The principal of and premium, if any, on the coupon Bonds not registered as to principal shall be payable at the principal corporate trust office of the Trustee or, at the option of the holder, at the principal office of any other Paying Agent. Interest on the coupon Bonds shall be payable at the principal corporate trust

office of the Trustee or, at the option of the holder, at the principal office of any other Paying Agent upon presentation and surrender of the coupons representing such interest. The principal of and premium, if any, on registered Bonds (including coupon Bonds registered as to principal) shall be payable at the principal corporate trust office of the Trustee. Interest on fully registered Bonds without coupons shall be paid by the Trustee by check or draft mailed to the registered owners at the addresses of such owners appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee.

Section 305. Form and Denominations; Payment of Interest. The Bonds of each Series may be issued in the form of coupon Bonds, registrable as to principal only, in the denomination of $5,000 each, or in the form of fully registered Bonds without coupons, in denominations of $5,000 or any integral multiple thereof, or in both such forms or in such other denomination or denominations as shall be specified in the Supplemental Ordinance authorizing such Series. Coupon Bonds shall be in form initially payable to bearer with a single coupon attached for each installment of interest thereon, but shall be registrable as to principal only in the manner provided in Section 307. Coupon Bonds shall be payable as to interest only according to the tenor and upon presentation and surrender of the coupons appertaining thereto as they severally become due. Interest on Bonds in fully registered form shall be payable to the registered owners at the addresses of such owners appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee.

Section 306. Interchangeability of Bonds.

(a) Coupon Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with all unmatured coupons attached, may, at the option of the holder thereof, and upon payment by such holder of any charges which the City or the Trustee may make as provided in Section 308, be exchanged for an equal aggregate principal amount of fully registered Bonds of the same Series, maturity and interest rate of any authorized denominations.

(b) Bonds issued in fully registered form, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his duly authorized attorney, may at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Trustee may make as provided in Section 308, be exchanged for an equal aggregate principal amount of coupon Bonds of the same Series, maturity and interest rate with appropriate coupons attached, or of Bonds issued in fully registered form of the same Series, maturity and interest rate, of any of the authorized denominations.

Section 307. Negotiability, Transfer and Registry.

(a) Title to all coupon Bonds, except when registered as to principal otherwise than to bearer, shall pass by delivery as negotiable instruments payable to bearer. Any coupon Bond may be registered as to principal on the registration books maintained by the City at the principal corporate trust office of the Trustee, upon presentation thereof at said office and the payment of a charge sufficient to reimburse the City or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such registration, and such registration shall be noted on such Bond. After said registration, no registration of transfer thereof shall be valid unless made on said books at the request of the registered owner in person or by his attorney duly authorized in writing, and similarly noted on such Bond, but such Bond may be discharged from registration by being in like manner transferred to bearer. Thereafter such Bond may again, from time to time, be registered or discharged from registration in the same manner. Registration of any coupon Bond as to principal, however, shall not affect the negotiability by delivery of the coupons appertaining to such Bond, but every such coupon shall continue to pass by delivery and shall remain payable to bearer.

(b) The transfer of each fully registered Bond and each coupon Bond which shall at the time be registered as to principal other than to bearer shall be registrable only upon the registration books maintained by the City for that purpose at the principal corporate trust office of the Trustee, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee and duly executed by the registered owner or his duly authorized attorney. Upon the surrender for registration of transfer of any such registered Bond, the City shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds registered in the name of the transferee or, at the option of the transferee, a coupon Bond or Bonds, with appropriate coupons attached, of the same aggregate principal amount, Series, maturity and interest rate as the surrendered Bond.

(c) As to any coupon Bond registered as to principal other than to bearer the person in whose name the same shall be registered upon the registration books maintained by the City at the principal corporate trust office of the Trustee may be deemed and treated as the absolute owner thereof, whether such Bond shall be overdue or not, for all purposes, except for the purpose of receiving payment of coupons, and payment of, or on account of, the principal or Redemption Price, if any, of such Bond shall be made only to, or upon the order of, such registered owner thereof, but such registration may be changed as above provided, and neither the City nor any Fiduciary shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond

to the extent of the sum or sums so paid. The City and any Fiduciary may deem and treat the bearer of any coupon as the absolute owner thereof, whether such coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and may deem and treat the bearer of any coupon Bond which shall not at the time be registered as to principal other than to bearer, as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal or Redemption Price, if any, thereof and for all other purposes whatsoever except for the purpose of receiving payment of coupons, and neither the City nor any Fiduciary shall be affected by any notice to the contrary. The City and each Fiduciary may deem and treat the person in whose name any fully registered Bond shall be registered upon the registration books maintained by the City at the principal corporate trust offices of the Trustee as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Fiduciary shall be affected by any notice to the contrary.

Section 308. Regulations With Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging Bonds or registering the transfer of Bonds is exercised, the City shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. All registered Bonds surrendered for exchange or registration of transfer shall forthwith be cancelled by the Trustee. All coupon Bonds and the coupons thereto appertaining surrendered in any such exchanges or transfers may, in the Trustee's discretion, be retained in the possession of the Trustee for the purpose of reissuance upon subsequent exchanges, and the Trustee, prior to reissuance of any such coupon Bonds, shall detach therefrom and cancel all matured coupons. For every such exchange or registration of transfer of Bonds, whether temporary or definitive, the City or the Trustee may, as a condition precedent to the privilege of making such exchange or registration of transfer, make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or registration of transfer, and, except (a) with respect to the delivery of definitive Bonds in exchange for temporary Bonds, (b) in the case of a Bond issued upon the first exchange or registration of transfer of a Bond or Bonds hereunder or (c) as otherwise provided herein, may charge the person requesting such exchange or registration of transfer a sum sufficient to pay the cost of preparing each new Bond issued upon such exchange or registration of transfer. Neither the City nor the Trustee shall be required to exchange or register the transfer of Bonds of any Series for a period of ten days next preceding an Interest Payment Date on the Bonds of such Series or, in the case of any

proposed redemption of Bonds for a period of ten days next preceding any selection of Bonds to be redeemed or thereafter until the first publication or mailing of any notice of redemption.

Section 309. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the City shall execute, and thereupon the Trustee shall authenticate and deliver a new Bond (with appropriate coupons attached in the case of coupon Bonds) of like Series, maturity, principal amount and interest rate as the Bond and attached coupons, if any, so mutilated, destroyed, stolen or lost, in exchange and subsitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond and attached coupons, if any, or in lieu of and substitution for the Bond and coupons, if any, destroyed, stolen or lost, upon filing with the Trustee evidence satisfactory to the City and the Trustee that such Bond and attached coupons, if any, have been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the City and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the City and the Trustee may prescribe and paying such expenses as the City and Trustee may incur in connection therewith. All Bonds and coupons so surrendered to the Trustee shall be cancelled by it. Any such new Bond or coupons issued pursuant to this Section in substitution for a Bond or coupons alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the City, whether or not the Bond or coupons so alleged to be destroyed, stolen or lost constitute contractual obligations at any time enforceable by anyone, and shall be, to the same extent as such Bond or coupons alleged to be destroyed, stolen or lost and in place of which such Bond was issued, equally secured by the pledge contained in Section 204 with all other Bonds and coupons issued under this Ordinance.

Section 310. Preparation of Definitive Bonds, Temporary Bonds.

(a) Definitive Bonds shall be lithographed or printed with steel engraved borders. Until the definitive Bonds of any Series are prepared, the City may execute in the same manner as is provided in Section 312 and, upon the request of the City, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof and as to exchangeability of coupon Bonds and fully registered Bonds, one or more temporary Bonds (which may be registrable as to principal and interest) substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, but with or without coupons, in denominations of $5,000 or any integral multiple thereof, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The installments of interest payable on such temporary Bonds in coupon form shall be payable only upon the presentation and surrender of the coupons therefor attached thereto or, if no coupons for such interest are attached thereto, then only upon presentation of such temporary Bonds for notation

thereon of the payment of such interest. The City at its own expense shall prepare and execute and, upon the surrender therefor of such temporary Bonds for exchange and cancellation with all unmatured coupons, if any, and all matured coupons, if any, for which no payment or only partial payment has been provided, attached, the Trustee shall authenticate and, without charge to the holder thereof, deliver in exchange therefor, at the principal corporate trust office of the Trustee definitive coupon Bonds, with appropriate coupons attached, or, at the option of the holder, definitive Bonds issued in fully registered form, of the same aggregate principal amount, Series and maturity as the temporary Bonds surrendered. Until so exchanged the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to this Ordinance.

(b) If the City shall authorize the issuance of temporary Bonds in more than one denomination, the holder of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount, Series and maturity of any other authorized denomination or denominations, and thereupon the City shall execute and the Trustee shall authenticate and, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes, fees and charges provided for in Section 308, shall deliver a temporary Bond or Bonds of like aggregate principal amount, Series and maturity in such other authorized denomination or denominations as shall be requested by such holder.

(c) All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

Section 311. Cancellation and Destruction of Bonds or Coupons. All Bonds paid or redeemed, either at or before maturity, together with all unmatured coupons, if any, thereto appertaining, shall be delivered to the Trustee when such payment or redemption is made, and such Bonds and coupons, together with all Bonds purchased by the Trustee, shall thereupon be promptly cancelled. All interest coupons shall be promptly cancelled upon their payment and delivered to the Trustee. Bonds and coupons so cancelled may at any time be cremated or otherwise destroyed by the Trustee, who shall execute a certificate of cremation or destruction in duplicate by the signature of one of its authorized officers describing the Bonds and coupons so cremated or otherwise destroyed, and one executed certificate shall be filed with the City and the other executed certificate shall be retained by the Trustee.

Section 312. Execution.

(a) The Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor and its corporate seal, or a facsimile thereof, shall be affixed, imprinted, engraved

or otherwise reproduced thereon and attested by the manual or facsimile signature of the City Clerk.

(b) In case any officer whose signature, or a facsimile of whose signature, shall appear on any Bonds or coupons shall cease to hold such office before authentication and delivery of the Bonds by the Trustee, such Bonds shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Bonds had not ceased to hold such office. Any Bond may be signed, sealed or attested on behalf of the City by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond such person may not have held such office.

(c) The coupons appertaining and to be attached to any Bonds shall bear and be executed by the facsimile signature of the Mayor and the City may from time to time adopt and use for that purpose the facsimile signature of any person who shall have been the Mayor at any time on or after the date of such Bond; notwithstanding that at the date of such Bond such person may not be the duly elected Mayor or that at the time when such Bonds shall be authenticated and delivered or such coupons shall be attached such person may have ceased to hold such office.

Section 313. Authentication.

(a) The Bonds shall bear thereon a certificate of authentication executed manually by the Trustee. No Bond and no coupon thereto appertaining shall be entitled to any right or benefit under this Ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered under this Ordinance and that the holder thereof is entitled to the benefits hereof.

(b) Except as otherwise provided herein, the Trustee, before authenticating and delivering any coupon Bonds, shall cut off, cancel and destroy all matured coupons thereto attached, except matured coupons for which payment in full has not been provided. However, when such Bonds are issued in exchange for registered Bonds upon which interest is in default, as shown by the records of the Trustee, such Bonds shall have attached thereto all coupons maturing after the date to which interest has been paid in full, as shown by the records of the Trustee, and in case any interest installments shall have been paid in part, appropriate notation shall be made on the coupons to evidence such fact.

ARTICLE IV

CONSTRUCTION FUND

Section 401. Deposits in Construction Fund.

(a) The City shall deposit with the Trustee the amount of the proceeds of any Series specified in the Certificate referred to in Section 206(e)(iii), which amount shall be credited by the Trustee to the Construction Fund, which is hereby created, and shall be held in trust in one or more Project Accounts pending the application of such proceeds as provided in the Supplemental Ordinance under which such Series was issued and shall be subject to the pledge contained in Section 204 in favor of the holders of the Outstanding Bonds pending their application as so provided.

(b) The amount, if any, of Capitalized Interest included in the proceeds of the Bonds of any Series as specified in the Certificate referred to in Section 206(e)(ii) shall be deposited in a Capitalized Interest Account. Separate Capitalized Interest Accounts may be created and maintained for each Series.

(c) The City shall also deposit with the Trustee all Government Grants-in-Aid for or with respect to any Capital Project funded or to be funded in part from the proceeds of Bonds. The Trustee shall be accountable only for moneys actually so deposited. All such Government Grants-in-Aid shall be deposited by the Trustee in the Construction Fund and credited to a Project Account created therefor.

Section 402. Costs of Capital Projects. For the purposes of this Ordinance the costs of Capital Projects shall include:

(a) Obligations incurred for labor and to contractors, builders, and materialmen in connection with the construction, installation and acquisition of the Capital Projects or any part thereof, and obligations incurred for the installation and acquisition of machinery and equipment;

(b) Payment to owners and others for real property including payments for options, easements or other contractual rights;

(c) All expenses incurred in the acquisition of real property, including all costs and expenses of whatever kind in connection with the exercise of the power of eminent domain, and including the cost of title searches and reports, abstracts of title, title certificates and opinions, title guarantees, title insurance policies, appraisals, negotiations and surveys;

(d) The amount of any damages incident to or consequent upon the construction, installation and acquisition of the Capital Projects;

(e) The cost of any indemnity, fidelity and surety bonds, the fees and expenses of the Fiduciaries during construction, installation and acquisition of Capital Projects, and premiums on insurance, if any, in connection with such Capital Projects during construction, installation and acquisition, including builders' risk insurance;

(f) The cost of engineering and architectural services which includes borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to the development of contract documents and supervising construction, as well as for the performance of all other duties of engineers and architects set forth herein in relation to the construction, installation and acquisition of such Capital Projects or the issuance of Bonds therefor;

(g) The Costs of Issuance;

(h) Any cost properly chargeable to such Capital Projects prior to and during construction, installation and acquisition;

(i) The cost of restoring, repairing and placing in its original condition, as nearly as practicable, all public or private property damaged or destroyed in the construction of such Capital Projects and the cost thereof, or the amount required to be paid by the City as adequate compensation for such damage or destruction, and all costs lawfully incurred or damages lawfully payable, with respect to the restoration, relocation, removal, reconstruction or duplication of property made necessary or caused by the construction and installation of such Capital Projects and the cost thereof;

(j) Any obligation or expense incurred by the City for moneys advanced in connection with the construction, installation and acquisition of Capital Projects and the cost thereof; and

(k) All other items of cost and expense not elsewhere in this Section specified, incident to the construction, installation and acquisition of Capital Projects and the financing thereof, including the payment of the costs of interest on Bonds from amounts in the Capitalized Interest Account.

Section 403. Disbursements from Construction Fund.

(a) All disbursements from the Construction Fund (except for disbursements from any Capitalized Interest Account to the Interest Account which shall be scheduled and made as interest is required to be paid on the related Bonds) shall be made in accordance with requisitions signed by the City Comptroller and, except in respect of disbursements for the payment of Costs of

Issuance, shall be accompanied by a statement signed by the Commissioner of Public Works, in respect of each payment, as to the following:

(i) Item number of the payment;

(ii) The name of the person, firm or corporation to whom the payment is due;

(iii) The amount to be paid and the Project Account within the Construction Fund to which the item is to be charged;

(iv) The Capital Project and purpose, by general classification, for which payment is to be made;

(v) That the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against such Project Account in the Construction Fund and is due and has not been included in any prior requisition which has been paid; and

(vi) That there has not been filed with or served upon the City any notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons, firms or corporations named which have not been released or will not be released simultaneously with the payment of such obligations, and in the event that any assignment of right to receive payment has been made and notice thereof has been given to the City and the City has accepted such assignment, the order directing payment shall recite that fact and direct the payment to be made to the assignee thereof as shown by the records of the City.

(b) In respect to disbursements from the Construction Fund, other than for payment of Costs of Issuance, in payment for work done in connection with the construction, acquisition and installation of Capital Projects, such requisition, signed by the City Comptroller shall in addition to the accompanying statement to be executed by the Commissioner of Public Works, be accompanied by a certificate signed by a Consulting Engineer certifying that the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against the Construction Fund and has not been included in any prior requisition which has been paid, and insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed in the furtherance of the construction, acquisition and installation of such Capital Projects delivered at the site of the Airport for those purposes, or delivered for storage or fabrication at a place or places approved by a Consulting Engineer and under the control of the City.

(c) Upon receipt of any such orders and accompanying certificates the Trustee shall pay each such obligation from the appropriate Project Account in the Construction Fund and the Trustee shall make disbursements in accordance with the directions from the City Comptroller. The moneys held in the Construction Fund shall be invested in accordance with the requirements of Section 505.

Section 404. Progress Reports and Completion Certificate. Promptly after the construction, installation and acquisition of the Capital Project or Projects for which a Project Account has been established, the City will deliver to the Trustee a Certificate stating the date of such completion.

At least once in each month during the period of the construction, installation and acquisition of each such Capital Project the City will cause the Consulting Engineer to prepare a progress report in connection with such construction, installation and acquisition of such Capital Project, including comparisons between the actual time elapsed and the actual costs and the estimates of such time and costs, which shall have been set forth in a statement prepared by the Consulting Engineer and filed with the City. Copies of such progress reports shall be filed with the Trustee and mailed to the holders of Bonds requesting copies thereof.

Section 405. Disposition of Remaining Balances.

(a) To the extent that there is any balance remaining in any Project Account established in the Construction Fund after the completion of the Capital Project or Projects for which such Project Account was established, such balance shall be transferred or withdrawn as shall be specified by the City pursuant to paragraph (b) of this Section from such Project Account for any one or more of the following purposes: (i) to make transfers to one or more other Project Accounts to pay the costs of other Capital Projects, (ii) to make transfers into the Debt Service Reserve Fund to make up any deficiency therein, (iii) to make transfers to the Interest Account, or (iv) to redeem Bonds in accordance with the provisions of this Ordinance.

(b) Before any such transfer or withdrawal shall be made, the City shall file with the Trustee:

(i) its requisition therefor, stating the amount of the transfer or withdrawal and directing the Trustee as to the application of such amount;

(ii) a Certificate attached to the requisition certifying (1) that the Capital Project or Projects to which such balance relates have been completed and (2) that the sum stated in the Certificate is sufficient to pay, and is required to be reserved in the Construction Fund to pay, all items of cost of such Capital Project or Projects to which

such balance relates then remaining unpaid, including the estimated amount of any such items the amount of which is not finally determined and all claims against the City arising out of such Capital Project or Projects to which such balance relates;

(iii) a certificate of the Consulting Engineer attached to such requisition, certifying that such Capital Project or Projects to which such balance relates have been completed;

(iv) a Counsel's Opinion stating, in the opinion of the signer, that the City has acquired interests in all property constituting a part of such Capital Project or Projects to which such balance relates and all property incidental thereto sufficient for the purposes of the City, free from all liens, charges, conditions or encumbrances except such as will not under any circumstances cause the possession and use of the property by the City for Airport purposes to be disturbed and that, as to such parts of such Capital Project or Projects to which such balance relates as constitute real property acquired, constructed or installed under a right or interest less than a fee simple or perpetual easement, the right or interest is sufficient for the purposes of the Airport, and that there are no uncancelled mechanics', laborers', contractors', or materialmen's liens on any such property or any moneys of the City on file in any public office where the same should be filed in order to be valid liens against such property or any moneys of the City to which such balance relates, and that, in the opinion of the signer of such Counsel's Opinion, the time within which such liens can be filed has expired; and

(v) an opinion of Bond Counsel to the effect that such transfer or withdrawal will not adversely affect any exemption from Federal income taxes of interest on any Bonds theretofore issued.

(c) At the direction of the City expressed in a Certificate filed with the Trustee, moneys in any Capitalized Interest Account may be withdrawn and, pursuant to Section 1401, deposited in trust to pay or provide for the payment of Bonds of the Series with respect to which such Capitalized Interest Account is maintained; provided that immediately after such withdrawal there shall be held in such Capitalized Interest Account either moneys in an amount which shall be sufficient, or Qualified Investments the principal of and interest on which when due (without reinvestment thereof) together with the moneys held in such Capitalized Interest Account, shall be sufficient, to provide for the payment when due of the interest to accrue on all Bonds of such Series which remain Outstanding, on or prior to the date to which interest on such Series was originally capitalized.

ARTICLE V

REVENUES AND FUNDS

Section 501. Creation of Funds and Accounts. The following Funds and Accounts are hereby created:

(a) The Revenue Fund to be held and administered by the Trustee;

(b) The Debt Service Fund and two separate Accounts therein to be known as the Interest Account and the Principal Account to be held and administered by the Trustee;

(c) The Debt Service Reserve Fund to be held and administered by the Trustee; and

(d) The Junior Lien Obligation Debt Service Fund to be held and administered by the Trustee.

In addition, the City agrees to establish and maintain in accordance with the requirements of the Airport Use Agreements an Airport Fund, an Operation and Maintenance Fund, a Special Capital Projects Fund, an Operation and Maintenance Reserve Fund, and a Maintenance Reserve Fund. The City may also create an Emergency Reserve Fund and an Airport Development Fund pursuant to the Airport Use Agreements.

The Trustee shall, at the written request of the City, establish such additional Accounts within any of the Funds established under this Ordinance, and subaccounts within any of the Accounts established under this Ordinance, as shall be specified in such written request, for the purpose of identifying more precisely the sources of payments into and disbursements from such Funds, Accounts and subaccounts; but the establishment of any such additional Accounts or subaccounts shall not alter or modify any of the requirements of this Ordinance with respect to the deposit or use of moneys in any Fund or Account established hereunder. In addition, the Trustee shall, at the written request of the City, establish additional Accounts within the Junior Lien Obligation Debt Service Fund for the purpose of segregating amounts available to pay the principal of, premium, if any, and interest on separate series of Junior Lien Obligations and for the purpose of establishing the priority of one or more such Accounts over one or more other such Accounts. Nothing herein shall require the City to designate the Trustee as trustee for any Junior Lien Obligations.

Any moneys and securities held in the Revenue Fund or any other Fund or Account created under this Section shall be held in trust by the Trustee, as provided in this Ordinance, and shall be applied, used and withdrawn only for the purposes authorized in this Ordinance. All moneys and securities held by the City in the Operation and Maintenance Fund, the Special Capital Projects

Fund, the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund shall be accounted for and held separate and apart from all other moneys and securities of the City, shall be applied, used and withdrawn solely for the purposes authorized in this Ordinance and, until so applied, used and withdrawn, shall be held in trust by the City for such purposes. All moneys and securities held by the City in the Emergency Reserve Fund and the Airport Development Fund may be applied, used and withdrawn by the City for any lawful corporate purpose of the City, free of any lien or security interest in favor of the Trustee and the holders of the Bonds, but subject to any requirements of the Airport Use Agreements.

Section 502. Deposit of Revenues. Contemporaneously with the initial issuance of Bonds under this Ordinance, all amounts held in the Airport Fund shall be transferred by the City to the Trustee for deposit in the Revenue Fund. Thereafter, all Revenues shall be collected by the City and promptly deposited to the credit of the Revenue Fund in the name of the Trustee with a depositary or depositaries, each fully qualified under the provisions of Section 1303 to receive the same as deposits of money held by the Trustee, designated by the City and approved by the Trustee and statements giving the amount of each such deposit and the name of the depositary shall be forwarded promptly to the Trustee by the City and by such depositary. The Trustee shall be accountable only for moneys actually so deposited.

Section 503. Disbursement from Revenue Fund. The moneys in the Revenue Fund shall be disbursed and applied by the Trustee as required to make the following deposits on the dates and in the amounts provided:

(a) On the tenth day of each month the Trustee shall make the following deposits in the manner and order of priority set forth --

First: The Trustee shall first transfer to the City for deposit into the Operation and Maintenance Fund an amount equal to one-twelfth of the amount provided in the Operation and Maintenance Expense Projection for the current Fiscal Year; provided, however, that if the mid-year projection prepared in accordance with Section 7.06 of the Airport Use Agreements contains an adjustment of Operation and Maintenance Expenses (exclusive of Operation and Maintenance Expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), the amount required to be deposited in the Operation and Maintenance Fund each month of the second six-month period of each Fiscal Year shall be increased or decreased as appropriate by an amount equal to one-sixth of the amount of such adjustment.

Second: The Trustee shall next deposit into the Debt Service Fund, without priority one over the other, (i) into the Interest Account an amount equal to one-sixth of the amount of interest which will be due on all Outstanding Bonds on the next Interest Payment Date less any amounts payable from the Capitalized Interest Account and attributable to such Interest Payment Date; provided, however, that if the first Interest Payment Date for any Series is less than six months after the date of such Series the foregoing fraction insofar as such Series shall be concerned shall be one over the number of months to elapse in whole or in part between the date of issuance of such Series and the first Interest Payment Date for such Series, but thereafter such fraction shall be one-sixth, and (ii) into the Principal Account an amount equal to one-twelfth of the amount of the Principal Installments which will become due on all Outstanding Bonds on the next January 1; provided that if the first Principal Installment due on any Series is due in less than 12 months from the date of such Series the foregoing fraction insofar as such Series is concerned shall be one over the number of months to elapse in whole or in part between the date of issuance of such Series and the January 1 next ensuing, but thereafter such fraction shall be one-twelfth.

Third: The Trustee shall next transfer to the City for deposit into the Special Capital Projects Fund the amount specified by the City in a Certificate filed with the Trustee as the amount to be deposited at such time in such Fund.

(b) On the business day of the Trustee immediately preceding each Interest Payment Date, the Trustee shall make the following deposits in the manner and order of priority set forth --

First: The Trustee shall first deposit into the Debt Service Fund the amount, if any, necessary to increase the amount on deposit therein to an amount sufficient to pay the interest and Principal Installments on all Outstanding Bonds becoming due on such Interest Payment Date.

Second: The Trustee shall next deposit into the Debt Service Reserve Fund the amount, if any, necessary to increase the amount on deposit therein to an amount equal to the Debt Service Reserve Fund Requirement.

Third: The Trustee shall next transfer to the City for deposit into the Operation and Maintenance Reserve Fund an amount equal to one-half of the Opera-

tion and Maintenance Reserve Fund Deposit Requirement, if any, for the current Fiscal Year; provided, however, that if the mid-year projection prepared in accordance with Section 7.06 of the Airport Use Agreements contains an adjustment of Operation and Maintenance Expenses (exclusive of Operation and Maintenance Expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), the amount required to be deposited in the Operation and Maintenance Reserve Fund on the business day of the Trustee immediately preceding the second Interest Payment Date of each Fiscal Year shall be increased or decreased as appropriate by an amount equal to the amount of such adjustment.

Fourth: The Trustee shall next transfer to the City for deposit into the Maintenance Reserve Fund an amount equal to the lesser of (i) $1,500,000 and (ii) the amount, if any, required to increase the amount on deposit therein to $3,000,000.

Fifth: The Trustee shall next transfer to the City for deposit into the Emergency Reserve Fund an amount equal to one-half of the Emergency Reserve Fund Deposit Requirement, if any, for the current Fiscal Year.

Sixth: The Trustee shall next transfer to the City for deposit into the Airport Development Fund an amount equal to one-half of the Airport Development Fund Deposit Requirement, if any, for the current Fiscal Year.

Seventh: The Trustee shall next deposit into the Junior Lien Obligation Debt Service Fund an amount, if any, equal to the amount required by any resolution or ordinance authorizing the issuance of Junior Lien Obligations to be deposited therein on such date.

(c) If at the time deposits are required to be made under paragraphs (a) or (b) of this Section the moneys held in the Revenue Fund are insufficient to make any required deposit, the deposit shall be made up on the next applicable deposit date after required deposits into all other Funds enjoying a higher priority shall have been made in full.

(d) Notwithstanding any other provision of this Ordinance, the Trustee and the City shall be mandatorily and irrevocably obligated to apply moneys in the Maintenance Reserve Fund to make up any deficiencies in the Debt Service Reserve Fund. In the event moneys are so applied, the amount applied shall be restored on the next applicable deposit date after all other Fund deposits enjoying a higher priority shall have been made in full.

(e) The amount of the Airport Development Fund Deposit Requirement and the Emergency Reserve Fund Deposit Requirement shall be stated in a Certificate which shall be delivered to the Trustee prior to such deposits.

(f) Notwithstanding any other provision of this Ordinance, at the end of each Fiscal Year amounts on deposit in the Debt Service Fund, the Debt Service Reserve Fund, the Operation and Maintenance Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund and the Junior Lien Obligation Debt Service Fund in excess of the amount required hereunder to be on deposit in such Fund at the end of such Fiscal Year shall be transferred to the Revenue Fund.

Section 504. Use of Funds. The moneys on deposit in the Funds and Accounts listed in Section 501, except the Emergency Reserve Fund and the Airport Development Fund, shall be used for the purposes and uses specified as follows:

(a) In addition to disbursements authorized by Section 503, the Trustee shall apply moneys in the Revenue Fund to make up any deficiency arising in the Funds described in clauses First, Second and Seventh of paragraph (b) of Section 503 in the order of their priority one over another and in the manner specified in Section 503 and shall thereafter as may be directed by a Certificate of the City make any payment to an Airline Party required by Sections 5.03(b), 5.06(c) and 7.07 of the Airport Use Agreements.

(b) The moneys in the Operation and Maintenance Fund shall be used by the City only to pay Operation and Maintenance Expenses (excluding Operation and Maintenance Expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and Maintenance Reserve Fund) or to repay amounts borrowed from the Operation and Maintenance Reserve Fund. Loans from the Operation and Maintenance Reserve Fund to the Operation and Maintenance Fund shall be repaid as soon as funds for such loan repayment are available in the Operation and Maintenance Fund.

(c) The moneys in (i) the Interest Account shall be used only for the payment of the interest on the Bonds. The moneys in the Principal Account shall be used only for the payment of Principal Installments on the Bonds. The Trustee shall transfer to the Paying Agents the necessary moneys to pay all such interest and Principal Installments becoming due on each Interest Payment Date prior to such Interest Payment Date and the Paying Agents shall apply such amounts to the payment of such interest and Principal Installments on and after the due dates thereof.

(d) The moneys in the Special Capital Projects Fund shall be used only for the purpose of making Special Capital Project Expenditures.

(e) The moneys in the Debt Service Reserve Fund shall be used for the payment of the interest and Principal Installments on Bonds, whenever and to the extent moneys in the Interest Account and Principal Account, respectively, are insufficient therefor. At the direction of the City expressed in a Certificate filed with the Trustee, moneys in the Debt Service Reserve Fund may be withdrawn and deposited in trust to pay or provide for the payment of Bonds pursuant to Section 1401; provided, however, that immediately after such withdrawal the amount on deposit in the Debt Service Reserve Fund equals or exceeds the Debt Service Reserve Fund Requirement.

(f) The moneys in the Operation and Maintenance Reserve Fund shall be used by the City only to make loans to the Operation and Maintenance Fund whenever and to the extent moneys in the Operation and Maintenance Fund are insufficient to pay Operation and Maintenance Expenses (excluding Operation and Maintenance Expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and Maintenance Reserve Fund).

(g) The moneys in the Maintenance Reserve Fund shall be used by the City only for paying the cost of extraordinary maintenance expenditures, such as costs incurred for major repairs, renewals and replacements at the Airport, whether caused by normal wear and tear or by unusual and extraordinary occurrences including costs of painting, major repairs, renewals and replacements and damage caused by storms or other unusual causes. Any expenditure out of the Maintenance Reserve Fund shall be certified as an appropriate expenditure for one or more of the purposes set forth in this paragraph by an Independent Airport Consultant.

(h) The moneys in the Junior Lien Obligation Debt Service Fund shall be transferred by the Trustee to the appropriate trustees or paying agents under the appropriate ordinances or resolutions authorizing the issuance of Junior Lien Obligations for the purpose of paying such amounts as may be required to be paid by such resolutions or ordinances.

Section 505. General Regulations as to Investments.

(a) All moneys held in any Fund or Account established and created under this Ordinance or the Airport Use Agreements, other than the Emergency Reserve Fund and the Airport Development Fund, shall be invested in Qualified Investments at the direction of the City Treasurer.

(b) Qualified Investments purchased as an investment of moneys in any Fund or Account established and created under this Ordinance or the Airport Use Agreements, other than the Emergency Reserve Fund and the Airport Development Fund, shall be deemed at all times to be a part of such Fund or Account. Qualified Invest-

ments so purchased shall be sold at the best price obtainable whenever it shall be necessary so to do in order to provide moneys to make any withdrawal or payment from such Fund or Account. For the purposes of any such investment, Qualified Investments shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such Qualified Investments. Qualified Investments in which moneys held in any Fund or Account have been invested shall mature not later than the respective dates as estimated by the Trustee based on information provided by the City, when the moneys held for the credit of any Fund or Account will be needed.

(c) In computing the amount in any Fund or Account, obligations maturing within the three year period next succeeding the date of computation shall be valued at amortized value and obligations maturing more than three years following the date of computation shall be valued at the lower of amortized value or market value.

(d) For purposes of this Ordinance amortized value means par, if the obligation was purchased at par, or, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of interest payments remaining on such obligation after such purchase and deducting the amount thus calculated for each Interest Payment Date after such purchase from the purchase price in the case of an obligation purchased at a premium or adding the amount thus calculated for each Interest Payment Date after such purchase to the purchase price in the case of an obligation purchased at a discount. Valuation shall be made on each January 1 and July 1 and at any other time required hereunder, and on any particular date shall not include the amount of interest then earned or accrued to such date on any deposit or investment.

ARTICLE VI

REDEMPTION OF BONDS

Section 601. Privilege of Redemption and Redemption Price. Bonds of any Series subject to redemption prior to maturity pursuant to the Supplemental Ordinance authorizing such Series shall be redeemable, upon published notice as provided in this Article, at such times, at such Redemption Prices plus interest accrued and unpaid to the redemption date and upon such terms as may be specified in such Bonds, in this Ordinance and in the Supplemental Ordinance authorizing such Series.

Section 602. Redemption at the Election or Direction of the City. In the case of any redemption of Bonds other than as provided in Section 603, the City shall give written notice to the Trustee of its election or direction so to redeem, of the

redemption date, of the Series to be redeemed, of the principal amounts of the Bonds of each maturity of such Series to be redeemed (which redemption dates, Series, maturities and principal amounts thereof to be redeemed shall be determined by the City in its sole discretion, subject to any limitations with respect thereto contained in this Ordinance and any Supplemental Ordinance) and of any moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least 45 days prior to the redemption date or such shorter time as shall be acceptable to the Trustee. Upon the giving of such notice, the City, if it holds the amounts to be applied to the payment of the Redemption Price plus interest accrued and unpaid to the redemption date, shall pay to the Trustee or to the appropriate Paying Agents an amount in cash which, in addition to other moneys, if any, available therefor held by such Paying Agents, will be sufficient to redeem on the redemption date at the Redemption Price thereof plus interest accrued and unpaid to the redemption date, all of the Bonds to be redeemed. The City shall promptly notify the Trustee in writing of all such payments made by the City to a Paying Agent.

Section 603. Redemption Otherwise Than at City's Election or Direction. Whenever by the terms of this Ordinance or the Supplemental Ordinance authorizing any Series of Bonds the Trustee is required to redeem Bonds otherwise than at the election or direction of the City, and subject to and in accordance with the terms of this Article and, to the extent applicable, Article V, the Trustee shall select the redemption date of the Bonds to be redeemed, and give notice of redemption in the manner prescribed in Section 605.

Section 604. Selection of Bonds to be Redeemed by Lot. In the event of redemption of less than all the Outstanding Bonds of like Series and maturity, the Trustee shall assign to each such Outstanding fully registered Bond a distinctive number for each $5,000 of the principal amount of such Bond and shall select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers of all such coupon Bonds of the denomination of $5,000 then Outstanding and the numbers assigned to such fully registered Bonds as many numbers as, at $5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the coupon Bonds of the denomination of $5,000 bearing the numbers so selected and the fully registered Bonds to which were assigned numbers so selected, but only so much of the principal amount of each such fully registered Bond of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. For the purpose of this Section, Bonds which have heretofore been selected by lot for redemption shall not be deemed Outstanding Bonds.

Section 605. Notice of Redemption. When the Trustee shall receive notice from the City of its election or direction to redeem Bonds pursuant to Section 602 and when redemption of Bonds

is required pursuant to Section 603, the Trustee shall (but only if the funds then, or committed to be, on deposit with the Trustee and available for such purpose, shall be sufficient to pay the Redemption Price in full) give notice in the name of the City, of the redemption of such Bonds, which notice shall specify the Series and maturities of the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed and, in the case of fully registered Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of fully registered Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue and be payable. Such notice shall be given by publication once a week for at least two successive weeks in the Authorized Newspapers, the first such publication to be not less than 30 days nor more than 45 days prior to the redemption date. The Trustee shall also mail a copy of such notice, postage prepaid, not less than 30 days before the redemption date to the registered owners of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registration books maintained by the City at the principal corporate trust office of the Trustee, and to the holder of any coupon Bond who shall have filed with the Trustee an address for notices, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of Bonds.

Section 606. Payment of Redeemed Bonds. Notice having been given by publication in the manner provided in Section 605, the Bonds or portions thereof called for redemption shall become due and payable on the redemption date so designated at the Redemption Price therein stated, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, together with, in the case of Bonds registered otherwise than to bearer, a written instrument of transfer duly executed by the registered owner or his duly authorized attorney, and, in the case of coupon Bonds, all appurtenant coupons maturing subsequent to the redemption date, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to the redemption date not represented by coupons for matured interest installments. All interest installments represented by coupons which shall have matured on or prior to the redemption date shall continue to be payable to the bearers of such coupons. If there shall be drawn for redemption less than all of a fully registered Bond, the City shall execute and the Trustee shall authenticate

and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the fully registered Bond so surrendered at the option of the owner thereof, either coupon Bonds or registered Bonds of like Series and maturity in any of the authorized denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest to the redemption date, shall be held by any Paying Agent so as to be available therefor on said date and if notice of redemption shall have been published as aforesaid, then, from and after the redemption date interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable, and the coupons for interest appertaining thereto maturing subsequent to the redemption date shall be void. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ARTICLE VII

COVENANTS OF THE CITY

Section 701. Equality of Security. All Bonds, regardless of Series, date of issuance and date of sale, shall be secured by the pledge contained in Section 204; and the security so pledged shall not be used for any other purpose except as expressly permitted by the terms of this Ordinance, so long as any Bonds remain Outstanding and unpaid.

Section 702. Equality of Bonds. All Bonds authorized hereunder shall be on a parity and rank equally without preference, priority or distinction over any other thereof as to security, regardless of the time or times of their issue, and the provisions, covenants and agreements set forth herein to be performed by and on behalf of the City shall be for the equal benefit, protection and security of the holders of any and all Bonds of each Series and the coupons thereto appertaining. The City covenants that it will not issue any obligations, payable from the Revenues or any other moneys pledged herein, nor voluntarily create or cause or permit to be created any debt, lien, pledge or assignment, having priority to or being on a parity with, the Bonds.

Section 703. Punctual Payment. The City covenants that it will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on, all Bonds and all Sinking Fund Payments due hereunder in strict conformity with the terms of such Bonds and of this Ordinance and the Supplemental Ordinances authorizing the Bonds of each Series, and that it will faithfully observe and perform all the conditions, covenants and requirements of this Ordinance, each such Supplemental Ordinance and of the Bonds issued thereunder.

Section 704. Rate Covenant.

(a) The City covenants that it will fix and establish, and revise from time to time whenever necessary, such rentals, rates and other charges for the use and operation of the Airport and for certain services rendered by the City in the operation thereof as will cause in each Fiscal Year a sufficient amount to be on deposit in the Revenue Fund to permit the deposits required by Section 503 to be made.

(b) The City covenants that Revenues in each Fiscal Year in which Bonds are Outstanding shall equal an amount at least sufficient to produce Net Revenues Available For Debt Service of not less than an aggregate amount equal to the sum of (i) the amounts required by Section 503 to be deposited for such Fiscal Year in the Debt Service Reserve Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund, the Special Capital Projects Fund and the Junior Lien Obligation Debt Service Fund and (ii) one and twenty-five hundredths times the Aggregate Debt Service for the Bond Year commencing during such Fiscal Year reduced by an amount equal to any amount held in any Capitalized Interest Account for disbursement during such Bond Year to pay interest on Bonds.

Section 705. Against Pledge of Revenues. The City shall not hereafter issue any bonds, notes, or other evidences of indebtedness secured by the pledge contained in Section 204, other than the Bonds, and shall not create or cause to be created any lien or charge on Revenues, or on any other amounts pledged for the benefit of holders of Bonds under this Ordinance; provided, however, that neither this Section nor any other provision of this Ordinance shall prevent the City from (a) issuing bonds, notes or other evidences of indebtedness payable out of, or secured by a pledge of, Revenues to be derived on and after such date as the pledge contained in Section 204 shall be discharged and satisfied as provided in Section 1401, or (b) from issuing bonds, notes or other evidences of indebtedness (including bonds, notes or other evidences of indebtedness evidencing loans made by the City to the Airport) which are payable out of or secured by the pledge of amounts which may be withdrawn from the Junior Lien Obligation Debt Service Fund.

Section 706. Offices For Servicing Bonds. The City shall at all times maintain one or more agencies in the City of Chicago, Illinois, or the City of New York, New York, where Bonds and coupons may be presented for payment, where Bonds may be presented for registration, registration of transfer or exchange and where notices, demands and other documents may be served upon the City in respect of the Bonds and coupons or of this Ordinance. The City hereby appoints the Trustee an agent for the registration, registration of transfer or exchange of Bonds and for the service upon the City of such notices, demands and other documents. The City hereby appoints each Paying Agent as an agent to maintain such agencies for the payment or redemption of Bonds and coupons.

Section 707. Insurance. The City shall maintain, or cause to be maintained, insurance with respect to the Airport (except the Land Support Area) against such casualties and contingencies and in amounts not less than is reasonably prudent. Such policies of insurance shall name the City and the Trustee as co-assureds as their interests may appear. Without limiting the foregoing, the City shall maintain, or cause to be maintained, the following insurance with respect to the Airport (except the Land Support Area):

(a) Insurance against loss or damage under a policy or policies covering such risks as are ordinarily insured against by reasonably prudent operators of airports, including without limiting the generality of the foregoing, fire, lightning, windstorm, hail, floods, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage with vandalism and malicious mischief endorsements, and all-risk coverage, limited only as may be provided in the standard form, if any, of such endorsements at the time in use in the State of Illinois. Such insurance shall be maintained in an amount not less than the full insurable replacement value of the insured premises. No policy of insurance shall be written such that the proceeds thereof will produce less, by reason of co-insurance provisions or otherwise, than the full insurable replacement value of the insured premises. Full insurable replacement value of any insured premises shall be deemed to equal the actual replacement cost of the premises, and shall be determined from time to time, but not less frequently than once every three years, by an architect, contractor, appraiser or appraisal company or one of the insurers, in any case, selected by the City. In the event that such determination of full insurable replacement value indicates that any premises in the Airport (other than the Land Support Area) are underinsured, the City shall forthwith secure the necessary additional insurance coverage.

(b) Comprehensive general public liability insurance including blanket contractual liability and personal injury liability (with employee exclusion deleted), and on-premises automobile insurance including owned, non-owned and hired automobiles used and operated by the City, protecting the City against liability for injuries to persons and property arising out of the existence or operation of the Airport (except the Land Support Area) in limits as follows: for personal injury and bodily injury, $100,000,000 for each occurrence and $100,000,000 annual aggregate; and for property damage, $100,000,000 for each occurrence and $100,000,000 annual aggregate.

(c) Boiler or pressure vessel explosion insurance with coverage on a replacement cost basis as provided in subsection (a) above for property damage, but any such policy may have a deductible amount not exceeding $10,000. No such policy

of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the first sentence of this subsection (c) by reason of co-insurance provisions or otherwise.

(d) Each policy of insurance maintained by the City under this Section shall contain a waiver of subrogation on the part of the insurer in favor of the City and the Airline Parties.

(e) If, at any time, the City is obligated under any other agreement then in effect between the City and any Airline Parties to provide, with respect to premises at the Airport, insurance of the nature and in not less than the amounts described in this Section, then the provisions of this Section shall be subject to the applicable provisions of such other agreement.

Section 708. Use of Insurance Proceeds. If the Airport, or any portion thereof, shall be substantially damaged or destroyed by fire or other casualty, the City shall deposit with the Trustee the net proceeds of any insurance received with respect thereto, and the Trustee shall deposit such net proceeds in a special trust account or, in the case of damage to or destruction of any Capital Project then under construction, in the Project Account relating to such Capital Project. Moneys on deposit in any such special trust account or Project Account shall be disbursed in the same manner, and subject to the same conditions, as provided in Section 403 with respect to disbursements from the Construction Fund, subject to the following additional conditions:

(a) If an Airline Party's Exclusive Use Premises or Airline's Aircraft Parking Area, as such terms are defined in the Airport Use Agreements, or any portion thereof, are damaged or destroyed by fire or other casualty, the City, after consultation with such Airline Party, shall, to the extent of proceeds of insurance received with respect to such premises, forthwith repair, reconstruct and restore (subject to unavoidable delays) the damaged or destroyed premises to (i) substantially the same condition, character and utility value (based upon the plans and specifications for such premises, subject to then-existing Airport building standards) as existed prior to the event causing such damage or destruction, or (ii) such other condition, character and value as may be agreed upon by the City and such Airline Party.

(b) If any part of the Airport other than Exclusive Use Premises, Aircraft Parking Area and Land Support Area, as such terms are defined in the Airport Use Agreements, are damaged or destroyed by fire or other casualty, the City, after consultation with such Airline Party (or its authorized representative), shall, to the extent of proceeds of insurance received with respect to such premises, forthwith

repair, reconstruct and restore (subject to unavoidable delays) the damaged or destroyed premises to (i) substantially the same condition, character and utility value (based upon the plans and specifications for such premises, subject to then-existing building standards) as existed prior to the event causing such damage or destruction, (ii) or such other condition, character and value as may be agreed upon by the City and a Majority-in-Interest.

Section 709. Annual Audit. The City covenants that it will within six months after the close of each Fiscal Year, furnish the Trustee with a copy of an annual audit report, prepared in accordance with generally accepted accounting principles and certified by an Independent Accountant, covering the operation of the Airport for such preceding Fiscal Year. Such audit shall contain a calculation based on actual data enabling such Independent Accountant to certify that the coverage requirement contained in Section 704(b) has been satisfied. The City covenants that it will cause a copy of such audit to be delivered to the Trustee and mailed, postage prepaid, to the holders of any Bonds requesting copies thereof. Such audit shall be available for inspection by the holders of the Bonds at the office of the City Comptroller.

Section 710. Power to Issue Bonds and Make Pledge Contained in Section 204. The City is duly authorized under all applicable laws to issue the Bonds and to adopt this Ordinance and to make the pledge contained in Section 204 in the manner and to the extent provided. The Revenues and moneys and securities so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge contained in Section 204 and all corporate or other action on the part of the City to that end has been and will be duly and validly taken. The Bonds and the provisions of this Ordinance are and will be valid and legally enforceable obligations of the City in accordance with their terms and the terms of this Ordinance. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge contained in Section 204 and all the rights of the Bondholders under this Ordinance against all claims and demands.

Section 711. Further Assurances. The City covenants that it will make or adopt and execute, or cause to be made, adopted and executed, any and all such further ordinances, acts, deeds, conveyances, assignments or assurances as may be reasonably required for effectuating the intention of this Ordinance, and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Ordinance or any Supplemental Ordinance.

Section 712. Prompt Acquisition and Construction. The City covenants that upon the receipt of the proceeds of any Series issued to pay the costs of Capital Projects, the City will with reasonable dispatch proceed with the construction, installation

and acquisition of such Capital Projects and that it will expeditiously complete such construction, installation and acquisition, in a good workmanlike manner, substantially in accordance with the plans and specifications therefor and in conformity with law and all requirements of all governmental agencies having jurisdiction thereover. The City will cause all materials and equipment incorporated in any such Capital Project to be of good quality, free and clear from any material faults or defects.

The City covenants that no payment will be made from the Construction Fund for labor or materials or to contractors, builders or materialmen, on account of the construction, acquisition and installation of Capital Projects, or any portion thereof, unless such portion is located on lands which are owned by the City in fee simple or over which the City shall have acquired sufficient leases, easements, servitudes or control for the purposes of such Capital Projects.

Section 713. Tax Covenants.

(a) The City covenants not to take any action or omit to take any action which is lawful and within its power to take, and which, if taken or omitted, would cause interest on the Bonds to be includable in gross income of the holders of the Bonds for Federal income tax purposes.

(b) The City further covenants that it will not take any action or omit to take any action with respect to the investment of the proceeds of any Series or with respect to the payments derived under the Airport Use Agreements which would result in causing Bonds of any Series to constitute "arbitrage bonds" within the meaning of such term as defined in the Code.

Section 714. Airport Use Agreements.

(a) The City shall operate and maintain the Airport in a manner which will entitle it at all times to charge and collect fees, charges and rentals in accordance with the Airport Use Agreements and shall take all reasonable measures permitted by law to enforce prompt payment to it of such fees, charges and rentals.

(b) The City covenants that it will not rescind, terminate, amend or modify any Airport Use Agreement if such rescission, termination, amendment or modification would in any manner materially and adversely affect the rights or security of the holders of the Bonds. In furtherance of such covenant the City agrees that while any Bonds are Outstanding the City shall not (i) rescind or terminate any Airport Use Agreement unless an "Event of Default" under Section 24.01 thereof has occurred and is continuing; provided, however, that regardless of whether or not such an Event of Default has occurred and is continuing, the City may substitute under an Airport Use Agreement an airline engaged in an Air Transportation Business for any Airline Party, if the airline substituted for such Airline

Party agrees to undertake all of the obligations and duties of the Airline Party for which it is being substituted under such Airport Use Agreement, or (ii) amend any such Airport Use Agreement to modify the obligation of the Airline Party under such Airport Use Agreement with respect to the payment of Airport Fees and Charges sufficient, after taking into account all other Revenues, to satisfy all of the deposit requirements specified in Section 503 and to satisfy the covenant of the City specified in Section 704(b).

(c) The City covenants that it will file with the Trustee true and complete copies of each Airport Use Agreement and each amendment or supplement to any Airport Use Agreement.

ARTICLE VIII

ADMINISTRATION OF AIRPORT

Section 801. Management. The City covenants that in order to assure the efficient management and operation of the Airport and to assure the holders of the Bonds that the Airport will be economically and efficiently operated on the basis of sound business principles, it will operate and maintain the Airport under the direction of the Commissioner of Aviation. The City will not take, or allow any other person to take, any action which would cause the Federal Aviation Administrator of the Federal Aviation Administration, Department of Transportation, or any successor to the powers and authority of such Administrator, to suspend or revoke the Airport's airport operating certificate issued under the Federal Aviation Act of 1958, or any successor statute. The City will comply with all valid acts, rules, regulations, orders and directives of any governmental, legislative, executive, administrative or judicial body applicable to the Airport, unless the same shall be contested in good faith, all to the end that the Airport will remain operative at all times.

Section 802. Operation and Maintenance of Airport. The City covenants that it will use its best efforts to see that the Airport shall at all times be operated and maintained in an efficient operating condition; and such repairs shall be made thereto as shall be necessary or appropriate in the prudent management thereof to insure its economic and efficient operation at all times. The City shall cause all rentals, rates and other charges for the use and operation of the Airport and for certain services rendered by the City in the operation thereof to be collected when and as due and shall prescribe and enforce rules and regulations for the payment thereof and for the consequences of nonpayment thereof. The City will, out of the Operation and Maintenance Fund, from time to time, duly pay and discharge, or cause to be paid and discharged, any taxes, assessments or other governmental charges lawfully imposed upon the Airport (excluding the Land Support Area) or upon any part thereof, or upon the Revenues, when the same shall become due, as well as any lawful claim for labor, materials, or supplies which, if unpaid, might

by law become a lien or charge upon the Airport, or which might impair the security of the Bonds.

Section 803. Maintenance of Powers. The City covenants that it will at all times use its best efforts to keep the Airport open for landings and takeoffs of aircraft of any type using facilities similar to those at the Airport and to maintain the powers, functions, duties and obligations now reposed in it pursuant to law, and will not at any time voluntarily do, suffer or permit any act or thing the effect of which would be to hinder, delay or imperil either the payment of the indebtedness evidenced by any of the Bonds or the performance or observance of any of the covenants herein contained. If at any time the City is unable to keep the Airport open for airport purposes as herein provided, it will use its best efforts, to the extent permitted by law, to make such use (including use for other than airport purposes) and take such action with respect to the Airport so as to produce revenues therefrom in accordance with proper and efficient business practices.

Section 804. Independent Airport Consultant. The City covenants that it will continuously employ an Independent Airport Consultant. The Independent Airport Consultant shall inspect the Airport and make reports thereon and advise and make recommendations to the City in connection with the administration, operation and maintenance thereof, including recommendations for any revisions necessary in fees, rates, and charges to comply with the provisions of this Ordinance, and shall prepare the Operation and Maintenance Expense Projection. Copies of each report and recommendation of the Independent Airport Consultant shall be sent as soon as available, but not later than 120 days prior to the commencement of each Fiscal Year, to the Commissioner of Aviation, the City Comptroller and the City Budget Director.

Section 805. Airport Budget. The City shall prepare prior to the beginning of each Fiscal Year an annual budget for the Airport setting forth for the ensuing Fiscal Year in reasonable detail, among other things, estimated Revenues and Operation and Maintenance Expenses. Such budget shall be prepared in accordance with applicable law and shall be made available to the City Council in sufficient time for it to act thereon as required by law. All Operation and Maintenance Expenses shall be reasonable and the total expenditures shall not exceed in any Fiscal Year the total expenditures thus set forth in the annual budget except to the extent approved by the City Council in accordance with law.

Section 806. Leases and Concessions. The City shall have the right for any term of years to let to any person, firm or corporation, or grant concessions or privileges in, any land of the Airport or any building or structure on such land for any purpose necessary or incidental to the operation of the Airport or for any purpose which in the opinion of the Independent Airport Consultant does not in any way interfere with the operation of the Airport.

ARTICLE IX

SPECIAL FACILITIES

Section 901. Construction, Installation and Acquisition of Special Facility Improvements. The construction, installation and acquisition of Special Facility Improvements is hereby authorized under and pursuant to the terms and conditions hereinafter set forth in this Article.

Section 902. Authorization. Before any Special Facility Improvement shall be constructed, installed or acquired by the City, the City, pursuant to this Article, shall adopt an ordinance or resolution describing in reasonable detail, sufficient for identification thereof, the Special Facility Improvement to be constructed, installed or acquired by the City, and before any Special Facility Revenue Bonds are issued the City shall likewise adopt an ordinance or resolution authorizing the issuance of Special Facility Revenue Bonds to finance the cost of construction, installation, or acquisition of such Special Facility Improvement and prescribing the rights, duties, remedies, and obligations of the City and the holders, from time to time, of such Special Facility Revenue Bonds.

Section 903. Special Facility Revenue Bonds. The Special Facility Revenue Bonds authorized by the ordinance or resolution referred to in Section 902 shall be revenue Bonds payable solely from rentals or other charges derived by the City under and pursuant to a Special Facility Financing Arrangement entered into by and between the City, as lessor or lender, and such person, either public or private, as shall lease, as lessee, the related Special Facility Improvement from the City, or borrow from the City to finance the construction, installation and acquisition of such Special Facility Improvement, and may be issued by the City notwithstanding the limitations, restrictions and conditions contained in this Ordinance relating to the issuance of Bonds; provided, however, that no Special Facility Revenue Bonds shall be issued by the City unless, prior thereto, there shall have been filed with the City a certificate, executed by the Independent Airport Consultant, certifying that the estimated rentals, debt service or other charges to be derived by the City under and pursuant to the related Special Facility Financing Arrangement will be at least sufficient to pay the principal of, premium, if any, and interest on, such Special Facility Revenue Bonds as the same mature and become due, all costs of operating and maintaining such Special Facility Improvement required to be paid for by the City and for which no mechanism for reimbursement to the City has been established other than pursuant to such Special Facility Financing Arrangement and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the Special Facility Revenue Bonds as the same become due; and provided, further, that no such Special Facility Revenue Bonds shall be issued by the City until the City has entered into a Special Facility Financing Arrangement which shall be for a term

at least as long as the period during which such Special Facility Revenue Bonds are outstanding and unpaid.

ARTICLE X

SUPPLEMENTAL ORDINANCES

Section 1001. Supplemental Ordinances Effective Upon Filing With the Trustee. For any one or more of the following purposes and at any time or from time to time, a Supplemental Ordinance may be adopted by the City Council, which, upon the filing with the Trustee of a copy thereof certified by the City Clerk, shall be fully effective in accordance with its terms:

(a) To close this Ordinance against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Ordinance on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;

(b) To add to the covenants and agreements of the City in this Ordinance other covenants and agreements to be observed by the City which are not contrary to or inconsistent with this Ordinance as theretofore in effect;

(c) To add to the limitations and restrictions in this Ordinance other limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Ordinance as theretofore in effect;

(d) To surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Ordinance, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the City contained in this Ordinance;

(e) To authorize a Series and, in connection therewith specify and determine the matters and things referred to in Section 206 or Section 207, as the case may be, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Ordinance as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Bonds;

(f) To confirm, as further assurance, the pledge under Section 204, and the subjection to any lien, claim or pledge created or to be created by, this Ordinance; and

(g) To modify any of the provisions of this Ordinance in any respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all

Bonds Outstanding at the date of the adoption of such Supplemental Ordinance shall cease to be Outstanding, and (ii) such Supplemental Ordinance shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Ordinance and of Bonds issued in exchange therefor or in place thereof.

Section 1002. Supplemental Ordinances Effective Upon Consent of Trustee.

(a) For any one or more of the following purposes and at any time or from time to time, a Supplemental Ordinance may be adopted by the City Council, which, upon (i) the filing with the Trustee of a copy thereof certified by the City Clerk, and (ii) the filing with the Trustee and the City of an instrument in writing made by the Trustee consenting thereto, shall be fully effective in accordance with its terms:

(1) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Ordinance; or

(2) To insert such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable and are not contrary to or inconsistent with this Ordinance as theretofore in effect.

(3) To provide additional duties of the Trustee under this Ordinance.

(b) Any such Supplemental Ordinance may also contain one or more of the purposes specified in Section 1001, and in that event, the consent of the Trustee required by this Section shall be applicable only to those provisions of such Supplemental Ordinance as shall contain one or more of the purposes set forth in subsection (a) of this Section.

Section 1003. Supplemental Ordinances Effective With Consent of Bondholders. At any time or from time to time, a Supplemental Ordinance may be adopted by the City Council, subject to consent by Bondholders in accordance with and subject to the provisions of Article XI, which Supplemental Ordinance, upon the filing with the Trustee of a copy thereof certified by the City Clerk and upon compliance with the provisions of Article XI, shall become fully effective in accordance with its terms.

Section 1004. General Provisions.

(a) This Ordinance shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article and Article XI and in compliance with Section 8.02(b)(vi) of the Airport Use Agreements. Nothing in this Article or Article XI contained shall affect or limit the

right or obligation of the City to adopt, make, do, execute, acknowledge or deliver any ordinance, resolution, act or other instrument pursuant to the provisions of Section 711 or the right or obligation of the City to execute and deliver to any Fiduciary any instrument which elsewhere in this Ordinance it is provided shall be delivered to said Fiduciary.

(b) Any Supplemental Ordinance referred to and permitted or authorized by Sections 1001 and 1002 may be adopted by the City Council without the consent of any of the Bondholders, but shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. The copy of every Supplemental Ordinance filed with the Trustee shall be accompanied by a Counsel's Opinion stating that such Supplemental Ordinance has been duly and lawfully adopted in accordance with the provisions of this Ordinance, is authorized or permitted by this Ordinance, and is valid and binding upon the City and enforceable in accordance with its terms.

(c) The Trustee is hereby authorized to accept the delivery of a certified copy of any Supplemental Ordinance referred to and permitted or authorized by Sections 1001, 1002 or 1003 and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an opinion of counsel (which may be a Counsel's Opinion) that such Supplemental Ordinance is authorized or permitted by the provisions of this Ordinance.

(d) No Supplemental Ordinance shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

ARTICLE XI

AMENDMENTS

Section 1101. Mailing and Publication of Notice of Amendment.

(a) Any provision in this Article for the mailing of a notice or other paper to Bondholders shall be fully complied with if it is mailed postage prepaid only (i) to each registered owner of then Outstanding Bonds at his address, if any, appearing upon the registration books maintained by the City at the principal corporate trust office of the Trustee, (ii) to each holder of any coupon Bond who shall have filed with the Trustee within two years preceding such mailing an address for notices, and (iii) to the Trustee.

(b) Any provision in this Article for publication of a notice or other matter shall require the publication thereof only in the Authorized Newspapers.

Section 1102. Powers of Amendment. Any modification or amendment of this Ordinance or of any Supplemental Ordinance or of the rights and obligations of the City and of the holders of

the Bonds and coupons, in any particular, may be made by a Supplemental Ordinance, with the written consent given as provided in Section 1103 (a) of the holders of at least two-thirds in principal amount of the Bonds Outstanding at the time such consent is given, (b) in case less than all of the several Series of then Outstanding Bonds are affected by the modification or amendment, of the holders of at least two-thirds in principal amount of the then Outstanding Bonds of each Series so affected, and (c) in case the modification or amendment changes the terms of any Sinking Fund Payment, of the holders of at least two-thirds in principal amount of the then Outstanding Bonds of the particular Series and maturity entitled to such Sinking Fund Payment; except that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of this Ordinance if the same adversely affects or diminishes the rights of the holders of Bonds of such Series. The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment Bonds of any particular Series or maturity would be affected by any modification or amendment hereof and any such determination shall be binding and conclusive on the City and all holders of Bonds.

Section 1103. Consent of Bondholders.

(a) The City may at any time adopt a Supplemental Ordinance making a modification or amendment permitted by the provisions of Section 1102, to take effect when and as provided in this Section. A copy of such Supplemental Ordinance (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee, shall be mailed by the City to Bondholders and shall be published in the Authorized Newspapers at least once a week for two successive weeks (but failure to mail such copy and request shall not affect the validity of the Supplemental Ordinance when consented to as in this Section provided). Such Supplemental Ordinance shall not be effective unless and until (i) there shall have been filed with the Trustee (1) the written consents of holders of the percentages of Outstanding Bonds specified in Section 1102 and (2) a Counsel's Opinion

stating that such Supplemental Ordinance has been duly and lawfully adopted and filed by the City in accordance with the provisions of this Ordinance, is authorized or permitted hereby and is valid and binding upon the City and enforceable in accordance with its terms and (ii) a notice shall have been published as hereinafter provided in this Section.

(b) The consent of a Bondholder to any modification or amendment shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 1315. A certificate or certificates signed by the Trustee filed with the Trustee that it has examined such proof and that such proof is sufficient in accordance with Section 1315 shall be conclusive that the consents have been given by the holders of the Bonds described in such certificate or certificates. Any such consent shall be binding upon the holder of the Bonds giving such consent and upon any subsequent holder of such Bonds and of any Bond issued in exchange therefor (whether or not such subsequent holder thereof has notice thereof) unless such consent is revoked in writing by the holder of such Bonds giving such consent or a subsequent holder thereof by filing with the Trustee, prior to the time when the written statement of the Trustee hereinafter provided for in this Section is filed, such revocation and, if such Bonds are transferable by delivery, proof that such Bonds are held by the signer of such revocation in the manner permitted by Section 1315. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the Trustee to the effect that no revocation thereof is on file with the Trustee.

(c) At any time after the holders of the required percentages of Bonds shall have filed their consents to the Supplemental Ordinance, the Trustee shall make and file with the City and the Trustee a written statement that the holders of such required percentages of Bonds have filed such consents. Such written statement shall be conclusive that such consents have been so filed. At any time thereafter notice, stating in substance that the Supplemental Ordinance (which may be referred to as a Supplemental Ordinance adopted by the City Council on a stated date, a copy of which is on file with the Trustee) has been consented to by the holders of the required percentages of Bonds and will be effective as provided in this Section, may be given to Bondholders by the City by mailing such notice to Bondholders (but failure to mail such notice shall not prevent such Supplemental Ordinance from becoming effective and binding as provided in this Section) and by publishing the same in the Authorized Newspapers at least once not more than 90 days after the holders of the required percentages of Bonds shall have filed their consents to the Supplemental Ordinance and the written statement of the Trustee hereinabove provided for is filed. The City shall file with the Trustee proof of the publication of such notice and, if the same shall have been mailed to Bondholders, of the mailing thereof. A record, consisting of the papers required or permitted by this

Section to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Ordinance making such amendment or modification shall be deemed conclusively binding upon the City, the Fiduciaries and the holders of all Bonds and coupons at the expiration of 40 days after the filing with the Trustee of the proof of the first publication of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Ordinance in a legal action or equitable proceeding for such purpose commenced within such 40 day period; except that any Fiduciary and the City during such 40 day period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Ordinance as they may deem expedient.

Section 1104. Modifications by Unanimous Consent. The terms and provisions of this Ordinance and the rights and obligations of the City and of the holders of the Bonds and coupons hereunder may be modified or amended in any respect upon the adoption by the City Council and filing by the City of a Supplemental Ordinance and the consent of the holders of all the then Outstanding Bonds, such consent to be given as provided in Section 1103 except that no notice to Bondholders either by mailing or publication shall be required; but no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without the filing with the Trustee of the written assent thereto of such Fiduciary in addition to the consent of the Bondholders.

Section 1105. Exclusion of Bonds. Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the City shall furnish the Trustee with a Certificate upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 1106. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article provided may, and, if the Trustee so determines, shall, bear a notation by endorsement or otherwise in form approved by the City and the Trustee as to such action, and in that case upon demand of the holder of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the principal office of the Trustee or upon any exchange or registration of transfer of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such exchange or registration of transfer by the Trustee as to any such action. If the City or the Trustee shall so determine, new Bonds so modified as in the

opinion of the Trustee and the City to conform to such action shall be prepared, authenticated and delivered, and upon demand of the holder of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the same Series and maturity then Outstanding, upon surrender of such Bonds with all unpaid coupons, if any, appertaining thereto.

ARTICLE XII

DEFAULT AND REMEDIES

Section 1201. Events of Default. Each of the following events of default is hereby declared an "Event of Default":

(a) Payment of the principal or Redemption Price, if any, of any Bond shall not be made when and as the same shall become due, whether at maturity or upon call for redemption or otherwise;

(b) Payment of any installment of interest on any Bond shall not be made when the same shall become due;

(c) The City shall fail or refuse to comply with the provisions of this Ordinance, or shall default in the performance or observance of any of the covenants, agreements or conditions on its part contained herein or the Bonds, which materially affects the rights of the holders of the Bonds, and such failure, refusal or default shall continue for a period of 45 days after written notice thereof by the Trustee or the holders of not less than 25% in principal amount of the Outstanding Bonds; provided, however, that in the case of any such default which can be cured by due diligence but which cannot be cured within the 45 day period, the time to cure shall be extended for such period as may be necessary to remedy the default with all due diligence.

Section 1202. Remedies.

(a) Upon the happening and continuance of any Event of Default specified in paragraph (a) or (b) of Section 1201, the Trustee shall proceed, or upon the happening and continuance of any Event of Default specified in paragraph (c) of Section 1201, the Trustee may proceed, and upon the written request of the holders of not less than 25% in principal amount of the Outstanding Bonds, shall proceed, in its own name, subject to the provisions of this Section, to protect and enforce its rights and the rights of the Bondholders by such of the following remedies as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights:

(i) By mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the Bondholders, including the right to require the City to receive and collect the Revenues adequate to carry out the covenants and agreements as to such Revenues and the pledge contained in Section 204 and to require the City to carry out any other covenant or agreement with Bondholders and to perform its duties under this Ordinance;

(ii) By bringing suit upon the Bonds;

(iii) By action or suit in equity, require the City to account as if it were the trustee of an express trust for the Bondholders; or

(iv) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

(b) In the enforcement of any rights and remedies under this Ordinance, the Trustee shall be entitled to sue for, enforce payment on and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City but only out of moneys pledged as security for the Bonds for principal, Redemption Price, interest or otherwise, under any provision of this Ordinance or of the Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Bondholders, and to recover and enforce a judgment or decree against the City for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect from any moneys available under this Ordinance for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 1203. Priority of Payments After Default.

(a) In the event that upon the happening and continuance of any Event of Default, the moneys held by any Fiduciary shall be insufficient for the payment of principal or Redemption Price, if any, and interest then due on the Bonds, such moneys (other than moneys held for the payment or redemption of particular Bonds or coupons which have theretofore become due at maturity or by call for redemption) and any other moneys received or collected by the Trustee acting pursuant to this Article, after making provision for the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the holders of the Bonds and for the payment of the charges and expenses and liabilities incurred and advances made by any Fiduciary in the performance of its duties under this Ordinance, shall be applied as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates with interest on such Bonds from the respective dates upon which such principal or Redemption Price became due at the rate borne by the Bonds and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price, if any, due on such date, to the persons entitled thereto, without any discrimination or preference.

(b) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The deposit of such moneys with the Paying Agents, or otherwise setting aside such moneys in trust for the proper purpose, shall constitute proper application by the Trustee and the Trustee shall incur no liability whatsoever to the City, to any Bondholder or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Ordinance as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such moneys, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate for the fixing of any such date. The Trustee shall not be required to make payment to the holder of any unpaid coupon or any Bond unless such coupon or such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 1204. Termination of Proceedings. In case any proceedings taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then in every such case the City, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the

Trustee shall continue as though no such proceeding had been taken.

Section 1205. Bondholders' Direction of Proceedings. Anything in this Ordinance to the contrary notwithstanding, the holders of the majority in principal amount of the Bonds then Outstanding shall have the right by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings to be taken by the Trustee hereunder, except that such direction shall not be otherwise than in accordance with law or the provisions of this Ordinance, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondholders not parties to such direction.

Section 1206. Limitation on Rights of Bondholders.

(a) No holder of any Bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law under this Ordinance, or for the protection or enforcement of any right or remedy under this Ordinance or any right under law unless such holder shall have given to the Trustee written notice of the Event of Default or breach of duty on account of which such suit, action or proceeding is to be taken, and unless the holders of not less than 25% in principal amount of the Bonds then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have occurred, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted under the law or to institute such action, suit or proceeding in its name and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilites to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers under this Ordinance or for any other remedy under this Ordinance or under law. It is understood and intended that no one or more holders of the Bonds hereby secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right under this Ordinance or under law with respect to the Bonds or this Ordinance, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all holders of the Outstanding Bonds and coupons. Nothing in this Article contained shall affect or impair the right of any Bondholder to enforce the payment of the principal or Redemption Price, if any, of and interest on his Bonds, or the obligation of the City to pay the principal or Redemption Price, if any, of and interest on each Bond issued

under this Ordinance to the holder thereof at the time and place in said Bond and appurtenant coupons, if any, expressed.

(b) Notwithstanding anything to the contrary contained in this Section, or any other provision of this Ordinance, each holder of any Bond by his acceptance thereof shall be deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or remedy under this Ordinance, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the reasonable costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this paragraph shall not apply to any suit instituted by the Trustee, to any suit instituted by any Bondholder, or group of Bondholders, holding at least 25% in principal amount of the Bonds Outstanding, or to any suit instituted by any Bondholder for the enforcement of the payment of the principal or Redemption Price of or interest on any Bond on or after the respective due date thereof expressed in such Bond.

Section 1207. Possession of Bonds by Trustee Not Required. All rights of action under this Ordinance or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or the coupons appertaining thereto or the production thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the holders of such Bonds and coupons, subject to the provisions of this Ordinance.

Section 1208. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Bondholders by this Ordinance is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 1209. No Waiver of Default. No delay or omission by the Trustee or by any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiesence therein and every power and remedy given by this Ordinance to the Trustee and the holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 1210. Notice to Bondholders. The Trustee shall give to the Bondholders notice of each Event of Default under this Ordinance known to the Trustee within 90 days after knowledge of the occurrence thereof, unless such Event of Default shall have been remedied or cured or necessary moneys provided

before the giving of such notice; but, except in the case of default in the payment of the principal or Redemption Price, if any, of or interest on any of the Bonds, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interests of the Bondholders. Each such notice shall be given by the Trustee by mailing written notice thereof: (a) to all registered holders of Bonds, as the names and addresses of such holders appear upon the books for registration and transfer of Bonds as kept by the Trustee, (b) to such Bondholders as have filed their names and addresses with the Trustee for that purpose, and (c) to such other persons as is required by law.

Section 1211. Subordination of Detached Coupons. No coupon or claim for interest appertaining to any of the Bonds which in any way at or after maturity shall have been transferred or pledged separate and apart from the Bond to which it appertains shall, unless accompanied by such Bond, be entitled in case of an Event of Default under this Ordinance to any benefit by or from this Ordinance, except after the prior payment in full of the principal or Redemption Price, if any, of all of the Bonds then due and of all coupons and claims for interest then due not so transferred or pledged.

ARTICLE XIII

CONCERNING THE FIDUCIARIES

Section 1301. Trustee. The Trustee hereunder to be appointed shall be a bank, trust company or national banking association having the powers of a trust company doing business and having its principal office in the City of Chicago, in the State of Illinois, having a combined capital, surplus and undivided profits in excess of $250,000,000 if there be such a bank, trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Ordinance. Unless otherwise provided in a Supplemental Ordinance adopted prior to the initial issuance of any Bonds, the Mayor is hereby authorized to appoint the Trustee by a written instrument delivered to the Trustee. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by a written instrument of acceptance addressed and delivered to the City and, the Trustee shall be deemed to have accepted such duties and obligations with respect to all Bonds thereafter to be issued; but only, however, upon the terms and conditions set forth in this Ordinance.

Section 1302. Appointment and Acceptance of Duties of Paying Agents.

(a) The City shall appoint one or more Paying Agents for the Bonds of any Series in the Supplemental Ordinance authorizing such Bonds or shall appoint such Paying Agent or Paying Agents by ordinance or resolution of the City Council adopted prior to the authentication and delivery of such Bonds, and may at any time or from time to time appoint one or more other Paying Agents in the manner and subject to the conditions set forth in Section 1314 for the appointment of a successor Paying Agent. The Trustee may be appointed and may act as a Paying Agent.

(b) Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by written instrument of acceptance executed and delivered to the City and the Trustee.

(c) The principal or corporate trust offices of the Paying Agents are hereby designated as the respective agencies of the City for the payment of the interest on and principal or Redemption Price of the Bonds.

Section 1303. Funds Held in Trust and Security Therefor. All moneys held by any Fiduciary, as such, at any time pursuant to the terms of this Ordinance shall be and hereby are assigned, transferred and set over unto such Fiduciary in trust for the purposes and upon the terms and conditions of this Ordinance. Subject to the provisions of Section 505 as to investment of moneys held hereunder, all moneys (not including securities) held by any Fiduciary, as such, may be deposited by such Fiduciary in its banking department or with such other banks, trust companies, or national banking associations, each having its principal place of business in the City, as may be designated by the City and approved by the Trustee. No such funds shall be deposited with any bank, trust company or national banking association, other than the Trustee, in an amount exceeding 50% of the amount which an officer of such bank, trust company or national banking association shall certify to the Trustee and the City as the combined capital and surplus of such bank, trust company or national banking association. No such funds shall be deposited or remain on deposit with any bank, trust company or national banking association in excess of the amount insured by the Federal Deposit Insurance Corporation, unless (a) such bank, trust company or national banking association shall have deposited in trust with the trust department of the Trustee or with a federal Reserve Bank or branch or, with the written approval of the Trustee and the City, pledged to some other bank, trust company or national banking association, for the benefit of the City and the appropriate Fund or Account, as collateral security for the moneys deposited, Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to 110% of the amount of such moneys, or (b) in lieu of such collateral security as to all or

any part of such moneys, there shall have been deposited in trust with the trust department of the Trustee, for the benefit of the City and the appropriate Fund or Account, and remain in full force and effect as security for such moneys or part thereof the indemnifying Bond or Bonds of a surety company or companies qualified as surety for deposits of funds of the United States of America and qualified to transact business in the State of Illinois in a sum at least equal to the amount of such moneys or part thereof. The Trustee and every Paying Agent shall allow and credit interest on any such moneys held by it at such rate as it customarily allows upon similar moneys of similar size and under similar conditions or as required by law. Interest in respect of moneys or on securities in any Fund or Account shall be credited in each case to the Fund or Account in which such moneys or securities are held.

Section 1304. Responsibility of Fiduciaries. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the City and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Ordinance or of any Bonds or coupons issued thereunder or in respect of the security afforded by this Ordinance, and no Fiduciary shall incur any responsibility in respect thereof. The Trustee shall, however, be responsibile for its representation contained in its certificate on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the City or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or default. Neither the Trustee nor any Paying Agent shall be under any responsibility or duty with respect to the application of any moneys paid to any one of the others.

Section 1305. Evidence on Which Fiduciaries May Act. Each Fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, Bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, including payment of moneys out of any Fund or Account, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate, and such Certificate shall be full warrant for any action taken or suffered in good faith under the provisions

of this Ordinance upon the faith thereof, but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the City to any Fiduciary shall be sufficiently executed if executed in the name of the City by an Authorized Officer.

Section 1306. Compensation and Expenses. The City shall pay to each Fiduciary from time to time reasonable compensation for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees incurred in and about the performance of their powers and duties under this Ordinance, and the Fiduciaries shall have a lien therefor on any and all moneys at any time held by it under this Ordinance. The City further agrees to indemnify and save each Fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, which are not due to its negligence or default.

Section 1307. Permitted Acts and Functions. Any Fiduciary may become the owner of any Bonds and coupons, with the same rights it would have if it were not such Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance, whether or not any such committee shall represent the holders of a majority in principal amount of the Bonds then Outstanding.

Section 1308. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than 60 days' written notice to the City and publishing notice thereof, specifying the date when such resignation shall take effect, once in the Authorized Newspapers, and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed, as provided in Section 1310, in which event such resignation shall take effect immediately on the appointment of such successor.

Section 1309. Removal of Trustee. The Trustee shall be removed by the City if at any time so requested by an instrument or concurrent instruments in writing, filed with the Trustee and the City, and signed by the holders of a majority in principal amount of the then Outstanding Bonds or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the City. The City may remove the Trustee at any time, except during the existence of an Event of Default, for such cause as

shall be determined in the sole discretion of the City by filing with the Trustee an instrument signed by an Authorized Officer of the City.

Section 1310. Appointment of Successor Trustee.

(a) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the City covenants and agrees that it will thereupon appoint a successor Trustee. The City shall publish notice of any such appointment made by it in the Authorized Newspapers, such publication to be made within 20 days after such appointment.

(b) If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the Trustee shall have given to the City written notice, as provided in Section 1308, or after a vacancy in the office of the Trustee shall have occurred by reason of its removal or inability to act, the Trustee or the holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

(c) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank, trust company or national banking association meeting the requirements of Section 1301.

Section 1311. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Ordinance, shall execute, acknowledge and deliver to its predecessor Trustee, and also to the City, a written instrument of acceptance respecting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the request of the City, or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Ordinance, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the City be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any

such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the City. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

Section 1312. Merger or Consolidation. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank, trust company or national banking association which is qualified to be a successor to such Fiduciary under Section 1310 or Section 1314 and shall be authorized by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act, anything herein to the contrary notwithstanding.

Section 1313. Adoption of Authentication. In case any of the Bonds contemplated to be issued under this Ordinance shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated, and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee, or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in this Ordinance provided that the certificate of the Trustee shall have.

Section 1314. Resignation or Removal of Paying Agents and Appointment of Successors.

(a) Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving at least 60 days' written notice to the City and Trustee. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Trustee and signed by an Authorized Officer. Any successor Paying Agent shall be appointed by the City and shall be a bank, trust company or national banking association having the powers of a trust company, having a combined capital, surplus and undivided profits in excess of $50,000,000, and willing and able to accept the office of Paying Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Ordinance.

(b) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor then appointed, to the Trustee. In the event that for any reason there shall be no Paying Agent at any time, the Trustee shall act as such Paying Agent.

Section 1315. Evidence of Signatures of Bondholders and Ownership of Bonds.

(a) Any request, consent or other instrument which this Ordinance may require or permit to be signed and executed by the Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any person of the Bonds or coupons thereto appertaining, shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) The fact and date of the execution by any Bondholder or his attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Trustee or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. The authority of the person or persons executing any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary; and

(2) The amount of Bonds transferable by delivery held by any person executing such request or other instrument as a Bondholder, and the numbers and other identification thereof, and the date of his holding such Bonds, may be provided by a certificate, which need not be acknowledged or verified, satisfactory to the Trustee, executed by an officer of a trust company, bank, financial institution or other depositary or member of the National Association of Securities Dealers, Inc. wherever situated, showing that at the date therein mentioned such person exhibited to such officer or had on deposit with the Trustee the Bonds described in such certificate. Continued ownership after the date stated in such certificate may be proved by the presentation of such certificate if the certificate contains a statement by such officer that the Trustee held the Bonds therein referred to on the date of the certificate and that they will not be surrendered without the surrender of the certificate to the Trustee, except with the consent of the Trustee, and a certificate of the Trustee, which need not be acknowledged or verified, that such consent has not been given.

(b) The ownership of Bonds registered otherwise than to bearer and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books. Any request, consent or vote of the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the City or any Fiduciary in accordance therewith.

Section 1316. Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of this Ordinance shall be retained in its possession and shall be subject at all reasonable times to the inspection of the City, any other Fiduciary and any Bondholder and their agents and their representatives, any of whom may make copies thereof.

ARTICLE XIV

MISCELLANEOUS

Section 1401. Defeasance.

(a) If the City shall pay or cause to be paid to the holders of all Bonds and coupons, the principal and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated therein, in this Ordinance and the Supplemental Ordinances authorizing such Bonds, then the pledge contained in Section 204 and all other rights granted hereby shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciaries shall pay over or deliver to the City all Accounts, Funds and other moneys or securities held by them pursuant to this Ordinance which are not required for the payment or redemption of Bonds or coupons not theretofore surrendered for such payment or redemption.

(b) Bonds or coupons or interest installments for the payment or redemption of which funds shall have been set aside and shall be held in trust by Fiduciaries (through deposit by the City of moneys for such payment or redemption or otherwise) shall, at the maturity or upon the date upon which such Bonds have been duly called for redemption thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section. Bonds and all coupons appertaining to such Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the City shall have taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision satisfactory to the Trustee shall have been made for the giving of such notice, (ii) there shall have been deposited with the Trustee

either moneys in an amount which shall be sufficient, or Federal Obligations the principal of and the interest on which when due (without reinvestment thereof) will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if any, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding 45 days, the City shall have given the Trustee, in form satisfactory to it, irrevocable instructions to publish, as soon as practicable, at least twice, at an interval of not less than seven days between publications, in the Authorized Newspapers a notice to the holders of such Bonds and coupons that the deposit required by clause (ii) above has been made with the Trustee and that said Bonds and coupons are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if any, of said Bonds. Neither such Federal Obligations or moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if any, of and interest on said Bonds; but any cash received from such principal or interest payments on such Federal Obligations deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in such Federal Obligations maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if any, and interest due and to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the City, as received by the Trustee, free and clear of any trust, assignment, lien or pledge.

Section 1402. Funds Held for Particular Bonds and Coupons.

(a) The amounts held by any Fiduciary for the payment of the interest, principal or Redemption Price or accrued interest due on any date with respect to particular Bonds or coupons shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the holders of the Bonds and coupons entitled thereto and for the purposes of this Ordinance, such interest, principal or Redemption Price, after the due date thereof shall no longer be considered to be unpaid.

(b) If, through the deposit of moneys by the City or otherwise, the Fiduciaries shall hold, pursuant to this Ordinance, moneys sufficient to pay the principal and interest to maturity on all Outstanding Bonds and coupons, or in the case of Bonds in respect of which the City shall have taken all action necessary to redeem prior to maturity, sufficient to pay the Redemption

Price and interest to such redemption date, then at the request of the City all moneys held by any Paying Agent shall be paid over to the Trustee and, together with other moneys held by it hereunder, shall be held by the Trustee for the payment or redemption of Outstanding Bonds and coupons.

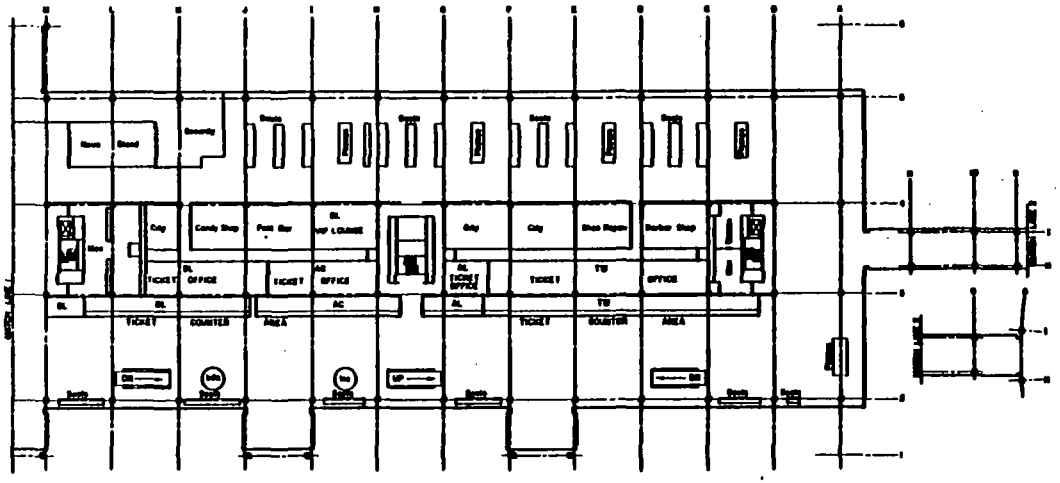
(c) Anything in this Ordinance to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds or coupons which remain unclaimed for six years after the date when all of the Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for six years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when all of the Bonds became due and payable, shall, at the written request of the City, be repaid by the Fiduciary to the City, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged; but, before being required to make any such payment to the City, the Fiduciary shall, at the expense of the City, cause to be published at least twice, at an interval of not less than seven days between publications, in the Authorized Newspapers notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than ten nor more than 20 days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the City.

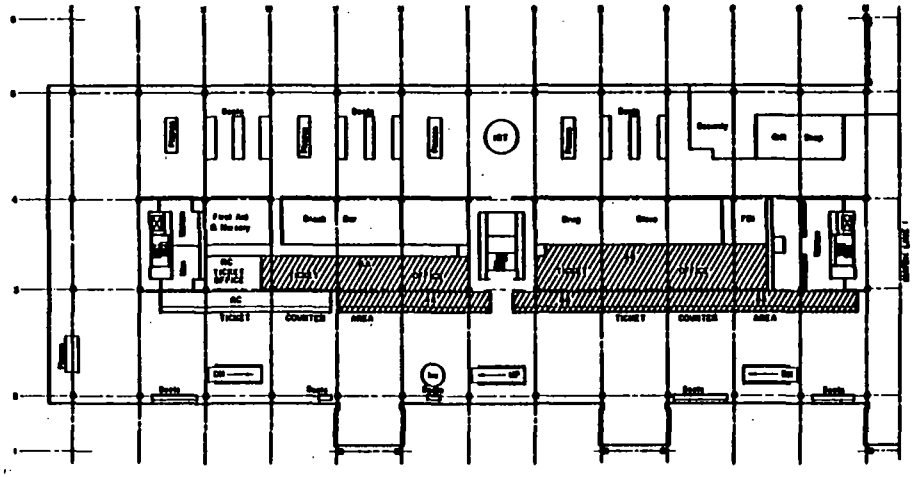
Section 1403. No Recourse Under Ordinance or on Bonds. All covenants, stipulations, promises, agreements and obligations of the City contained in this Ordinance shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any officer or employee of the City in his individual capacity, and no recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any claim based thereon or on this Ordinance against any officer or employee of the City or any natural person executing the Bonds.

Section 1404. Conflict. All ordinances and resolutions or parts of ordinances and resolutions or other proceedings of the City in effect as of the date hereof and in conflict herewith be and the same are repealed insofar as such conflict exists.

Section 1405. Publication; Effective Date. The City Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form and this Ordinance shall take effect in the manner provided by law.

Journal pages 15283 — 15319 are a part of the agreement with American Airlines, Inc. only





AIRLINES TICKET AREA
(Second Floor Terminal 3)

American Airlines

Terminal No. 3		
Basement	2,319	
Lower Level	25,133	
Upper Level	5,725	
Mezzanine	1,200	
Total	34,377	
Concourse H & K		
Apron Level	42,767	
Upper Levels	65,394	
Total	108,161	
Grand Total		142,538

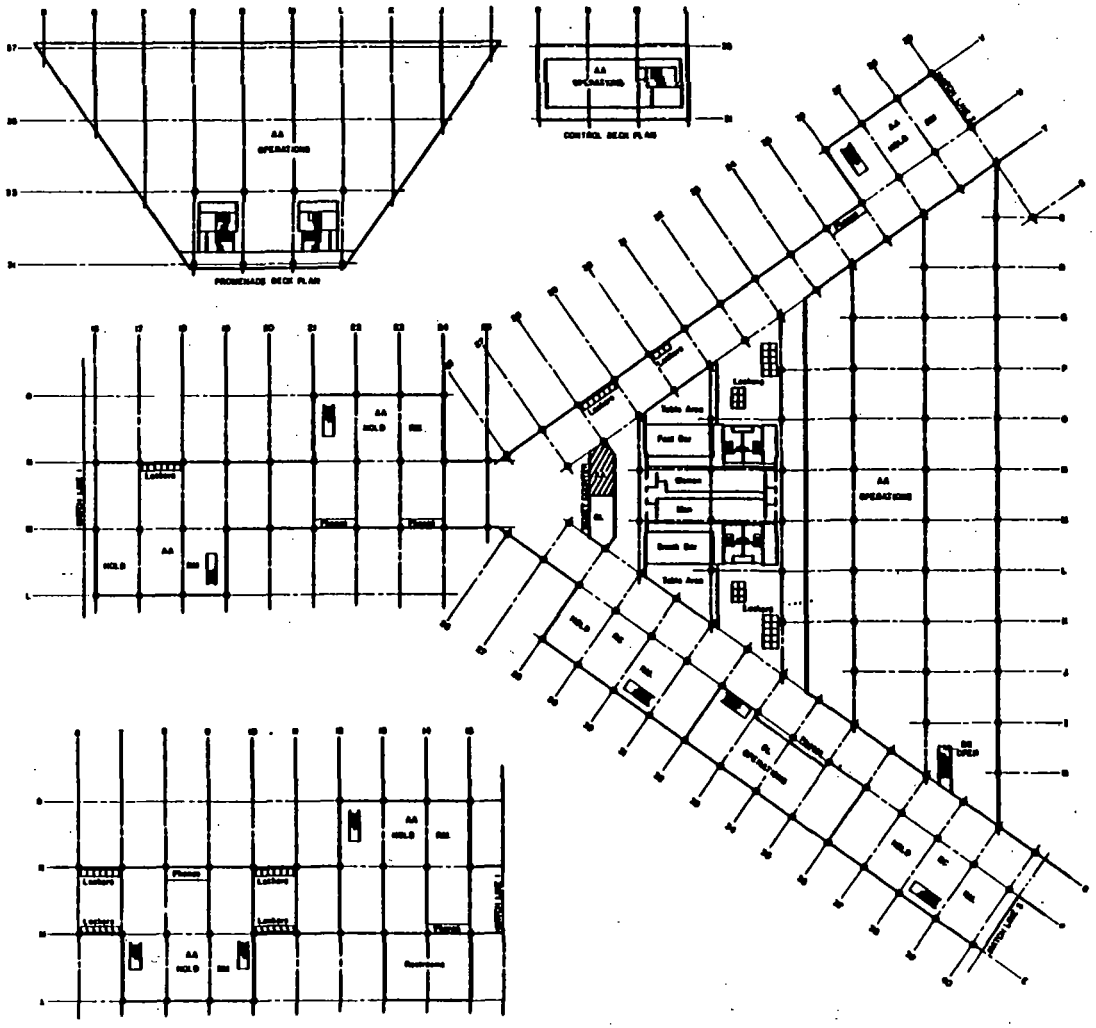
DRAWING 1 1 of 2

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J



AIRLINES TICKET AREA
(Second Floor Concourse H-K)

DRAWING 1 2 of 2

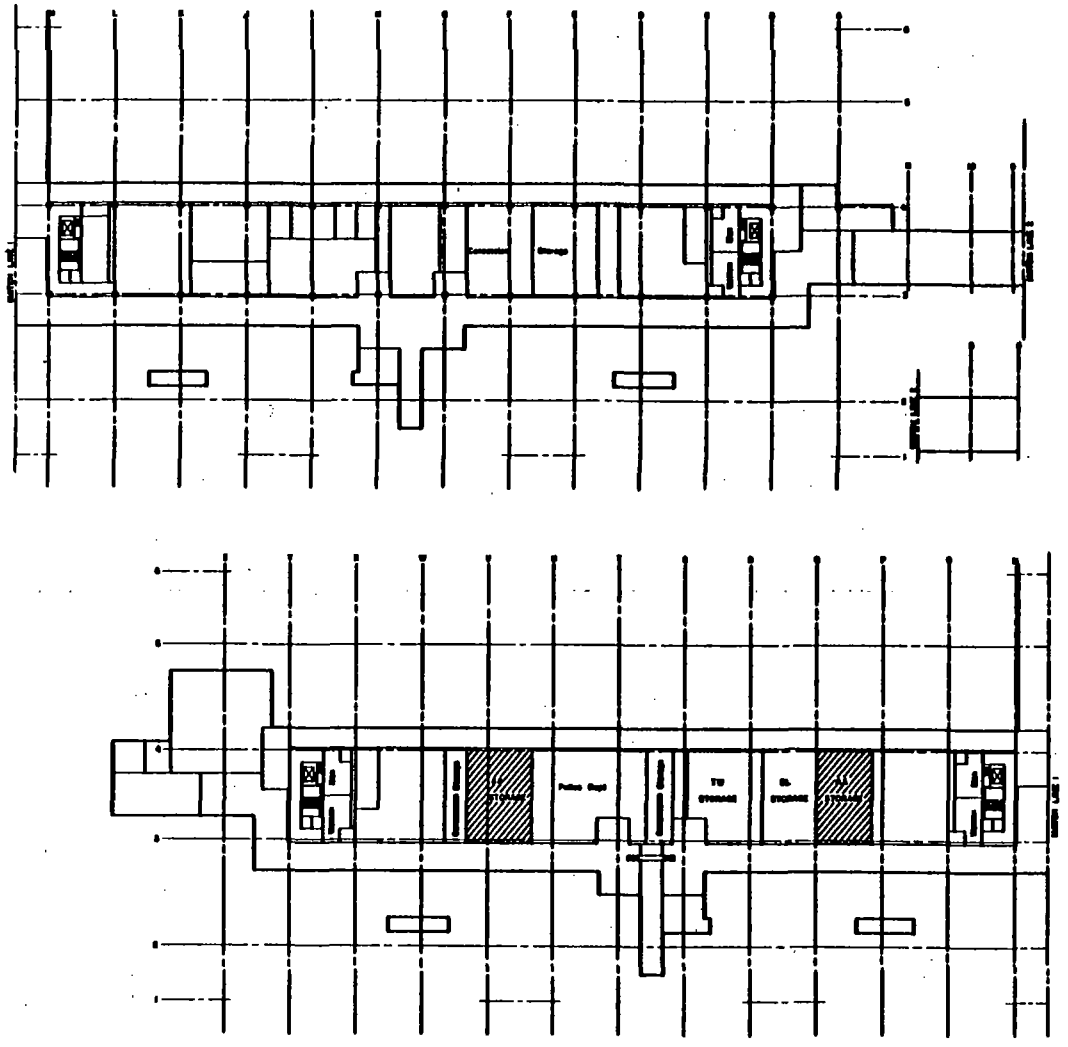
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES OPERATIONS AREA
(Basement Floor Terminal 3)



DRAWING 2 1 of 6

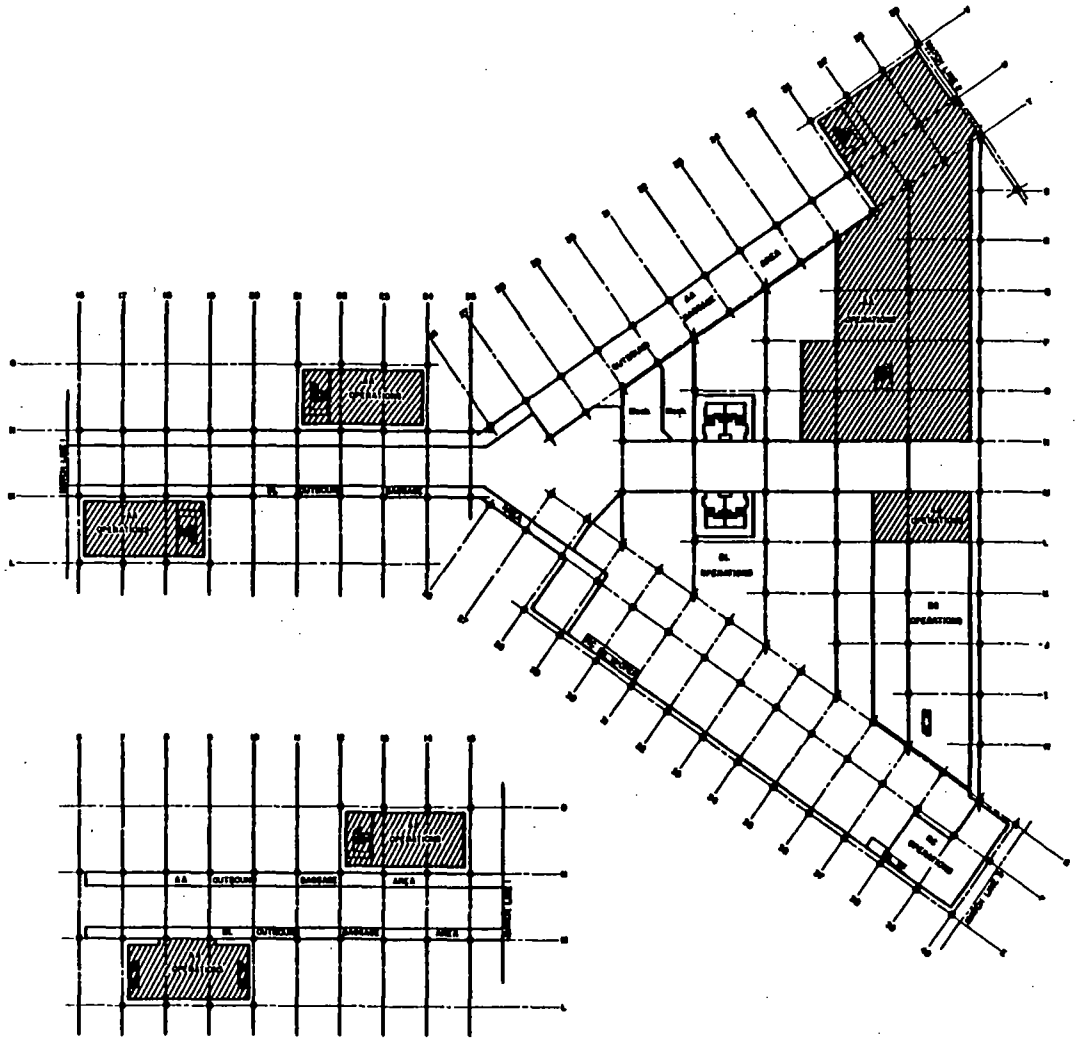
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES OPERATIONS AREA
(First Floor Concourse H-K)



DRAWING 2 2 of 6

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

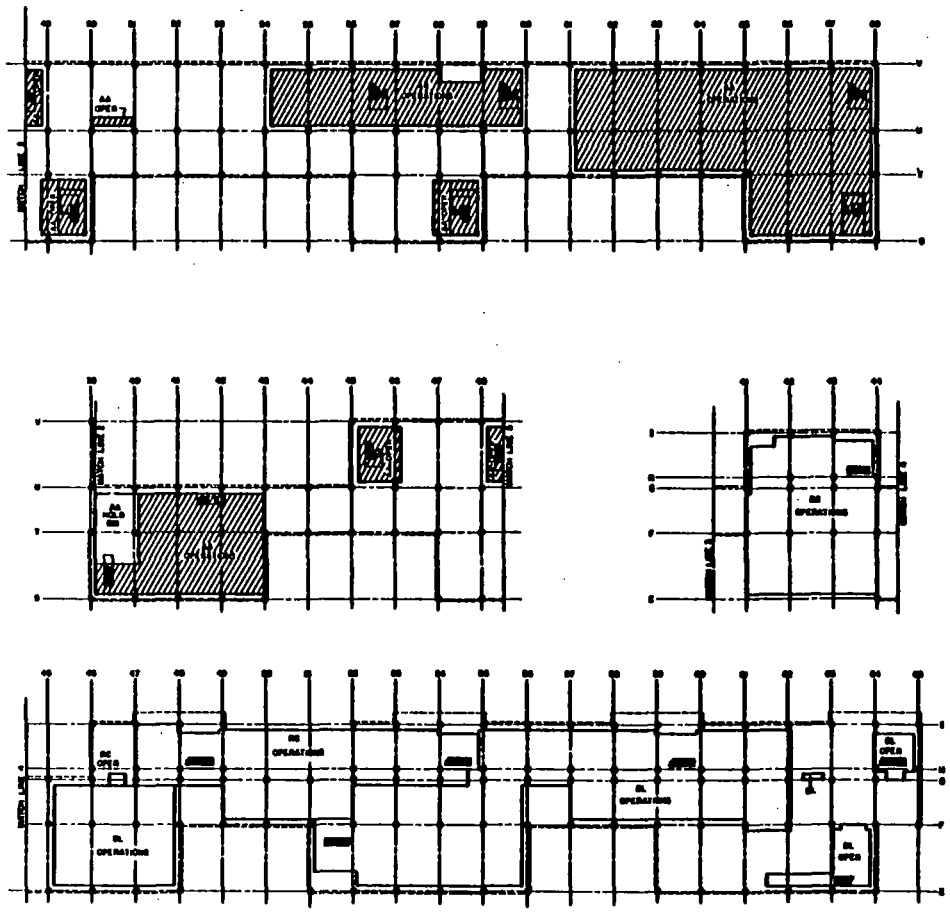
O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES OPERATIONS AREA

(First Floor Concourse H-K)



DRAWING 2 3 of 5

CHICAGO O'HARE INTERNATIONAL AIRPORT

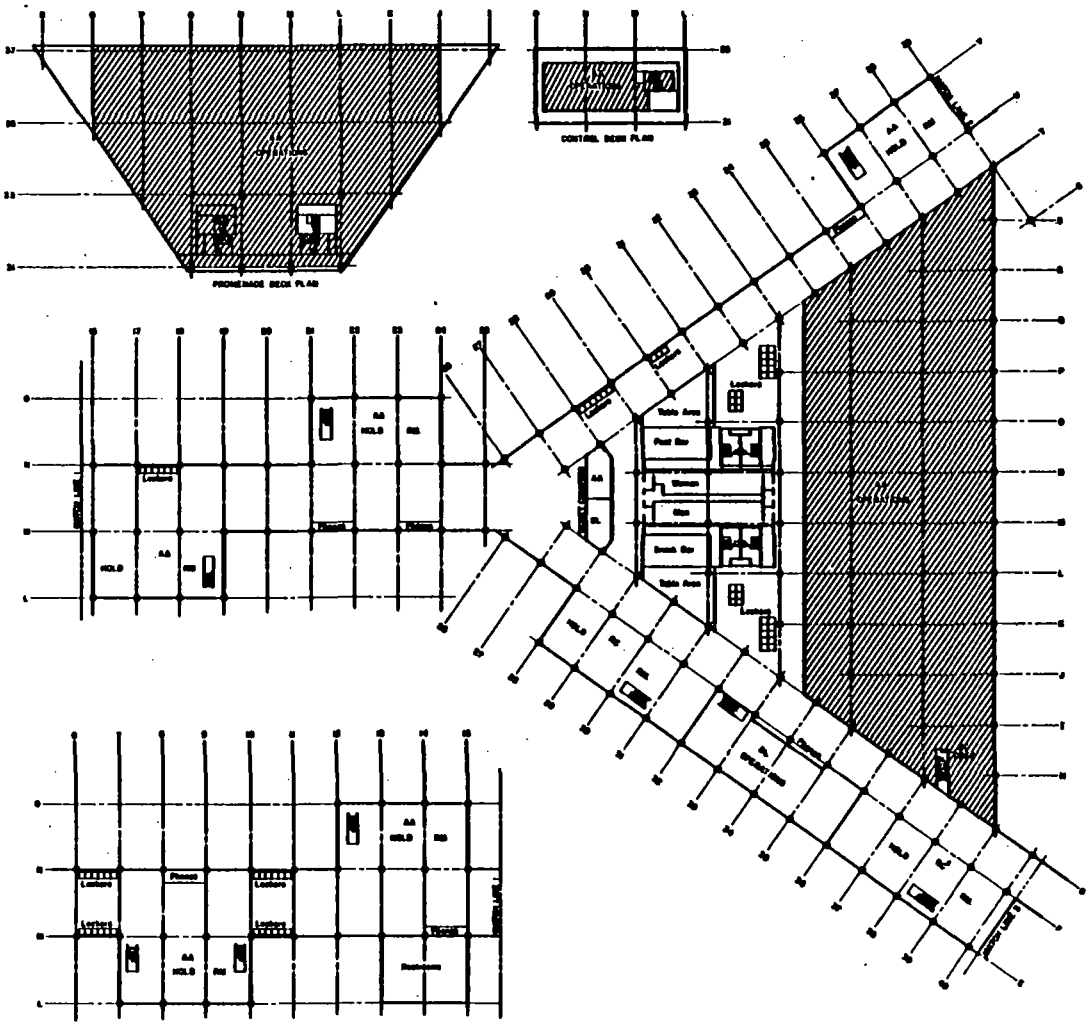
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant LANDRUM & BROWN Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES OPERATIONS AREA
(Second Floor Concourse H-K)



DRAWING 2

4 of 6

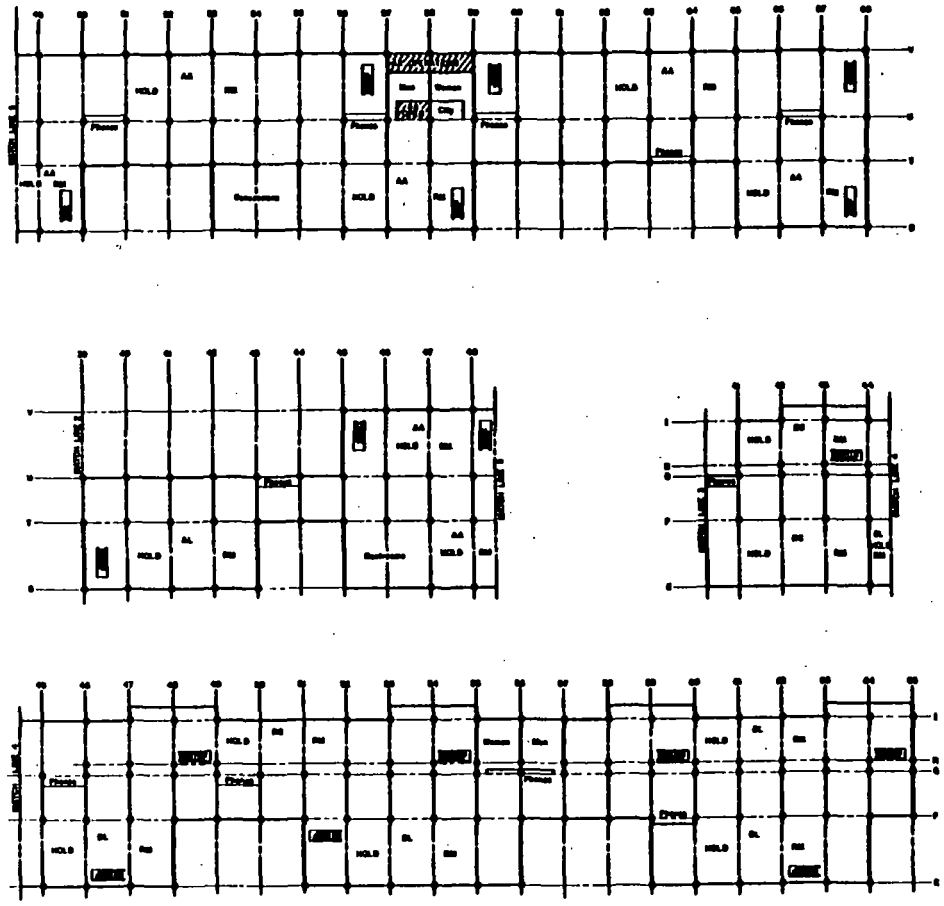
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Reposlle Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Airport Planning Consultants
LANDRUM & BROWN Aviation Consultants

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES OPERATIONS AREA
(Second Floor Concourse H-K)



DRAWING 2 5 of 5

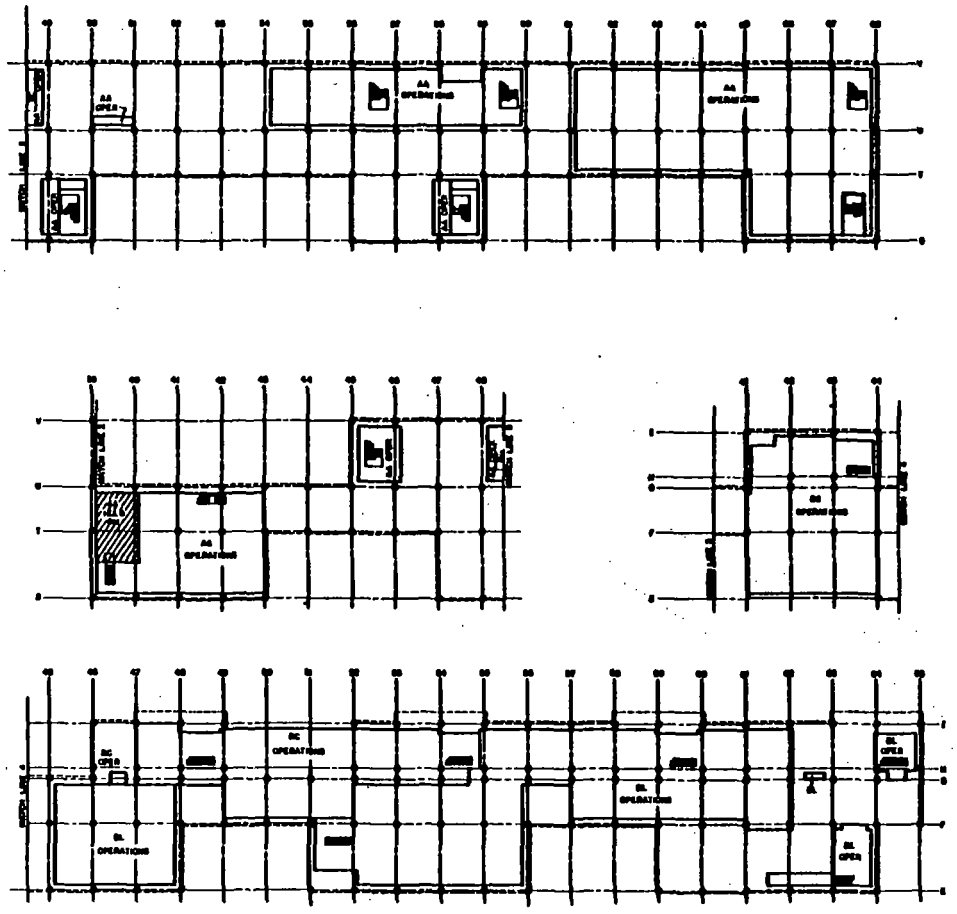
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES HOLD AREA
(First Floor Concourse H-K)



DRAWING 3 1 of 3

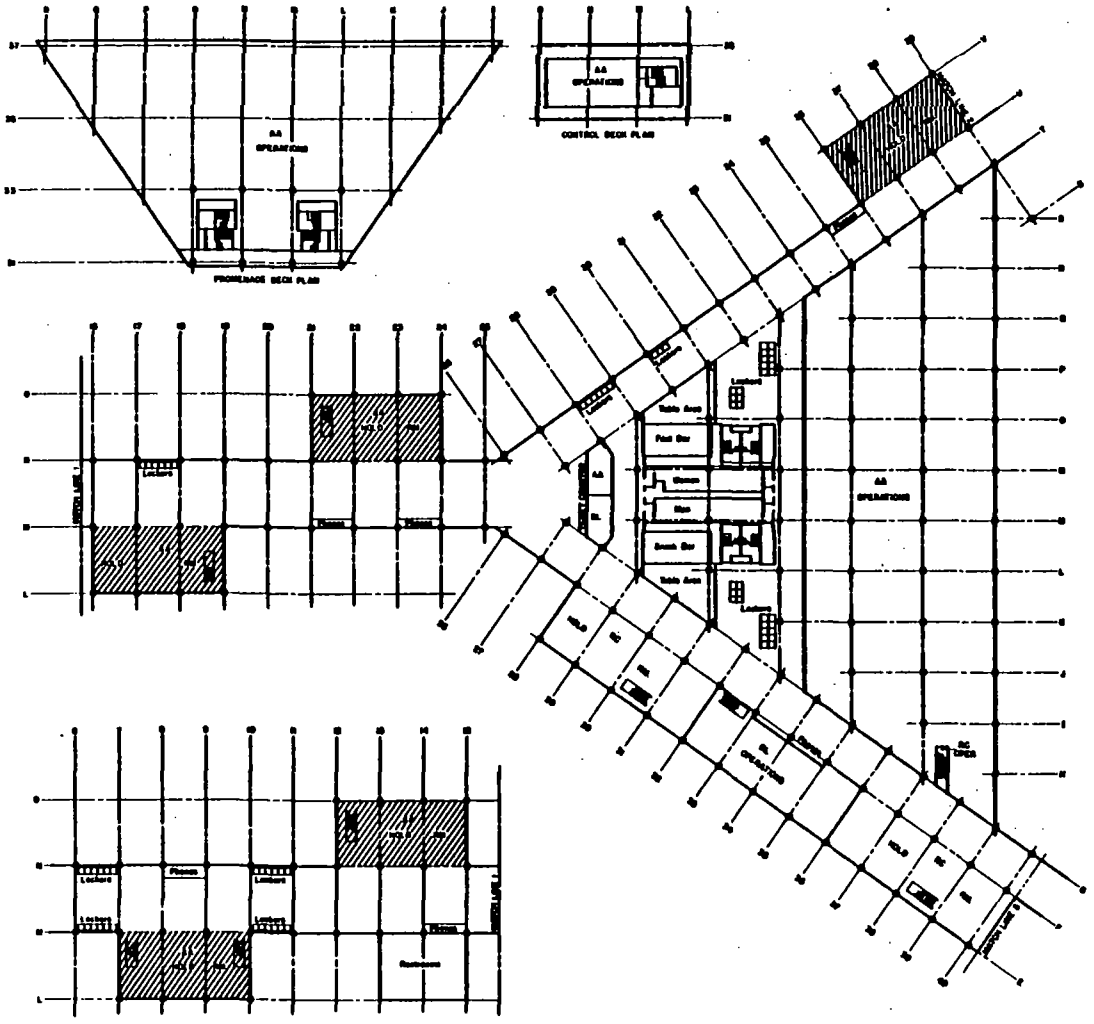
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kappelis Commissioner of Aviation Jordan R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Engineering Consultant
LANDRUM & BROWN
Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES HOLD AREA
(Second Floor Concourse H-K)



DRAWING 3 2 of 3

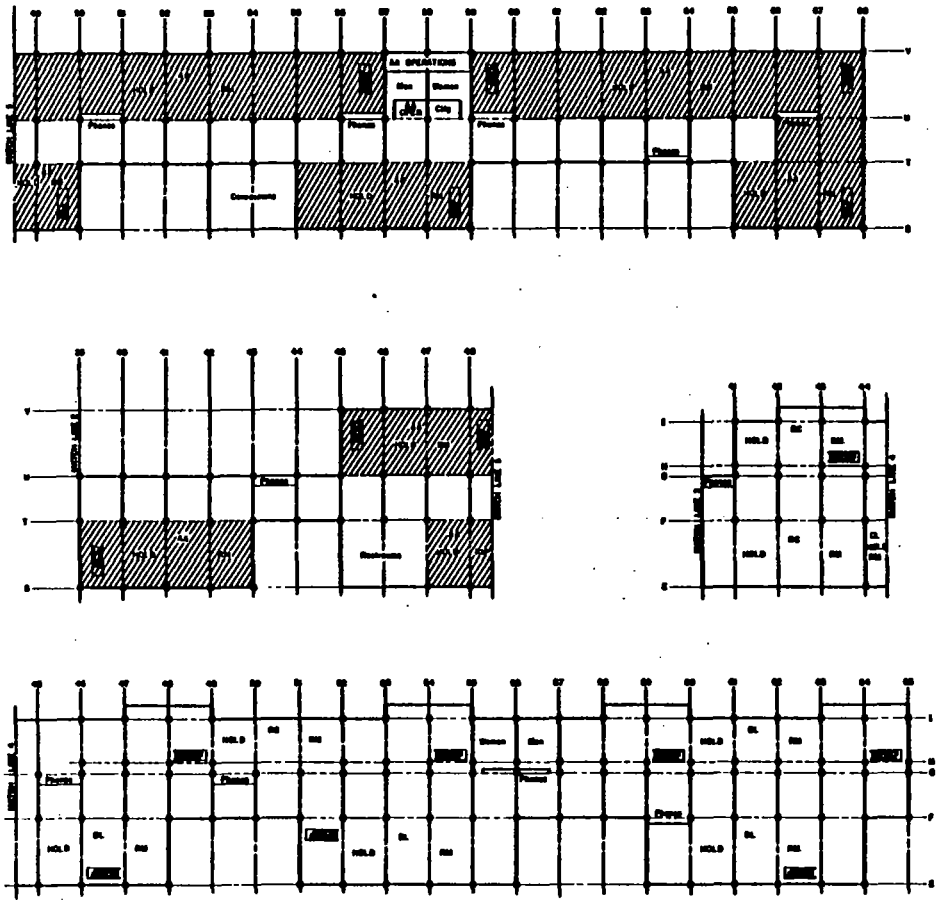
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES HOLD AREA
(Second Floor Concourse H-K)



DRAWING 3 3 of 3

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

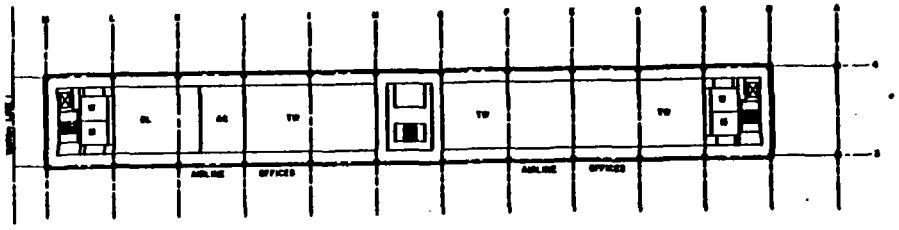
O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

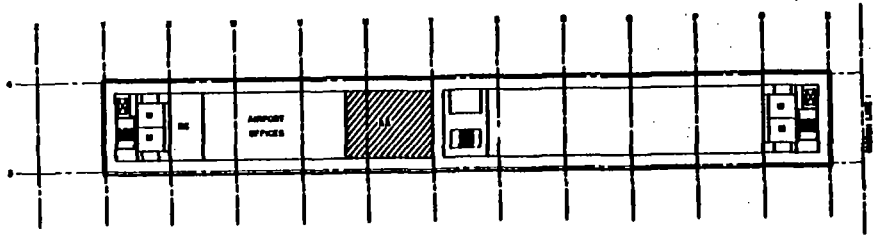
AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES MEZZANINE AREA

(Mezzanine Floor Terminal 3)





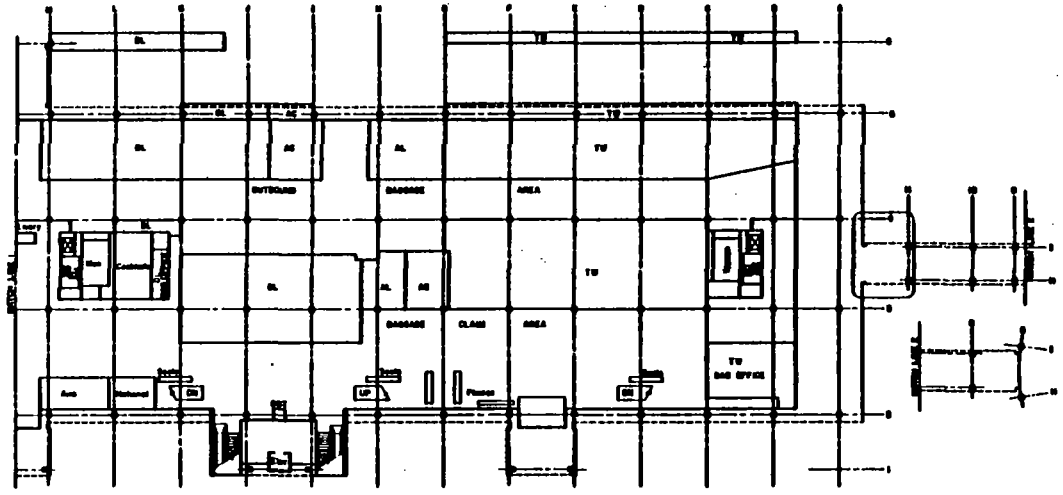
DRAWING 4

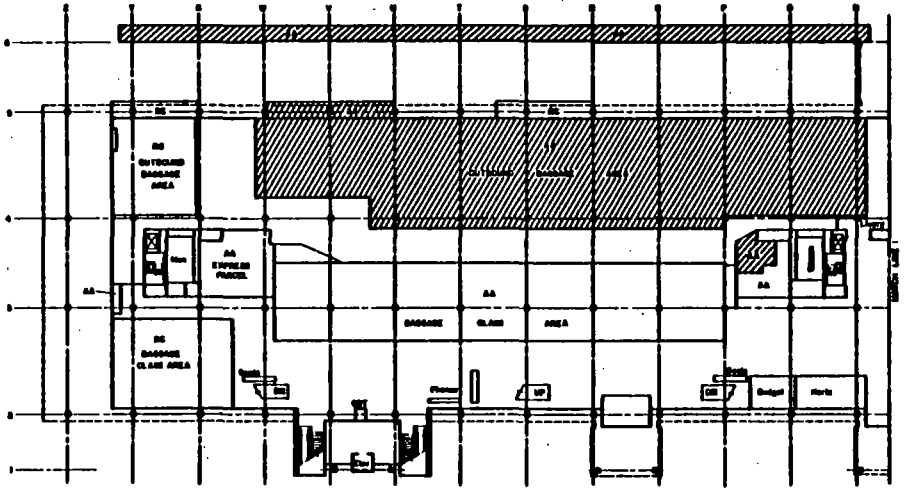
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J





AIRLINES OUTBOUND BAGGAGE AREA
(First Floor Terminal 3)

DRAWING 6 1 of 2

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

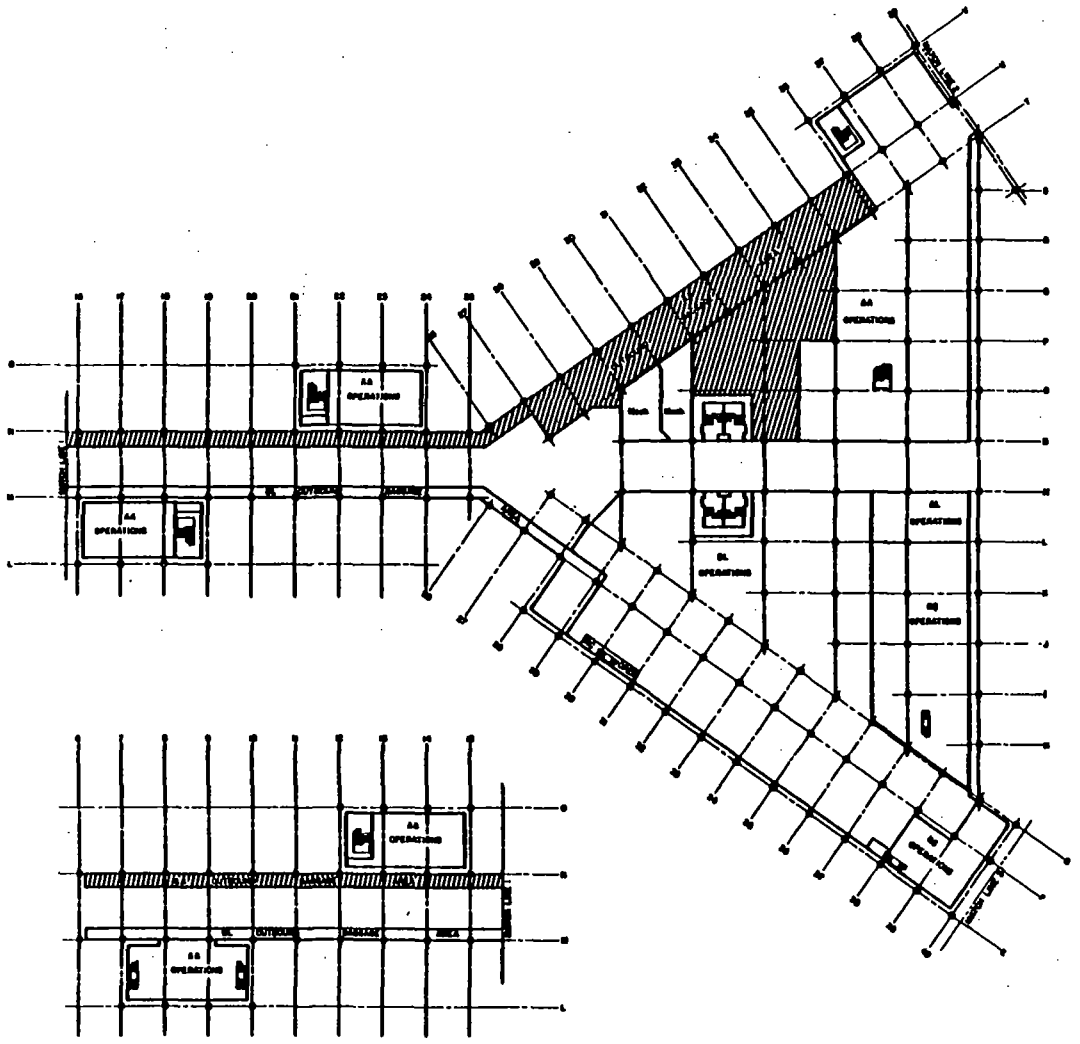
O'HARE ASSOCIATES Engineering Consultants
LANDRUM & BROWN Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES OUTBOUND BAGGAGE AREA

(First Floor Concourse H-K)



DRAWING 6 2 of 2

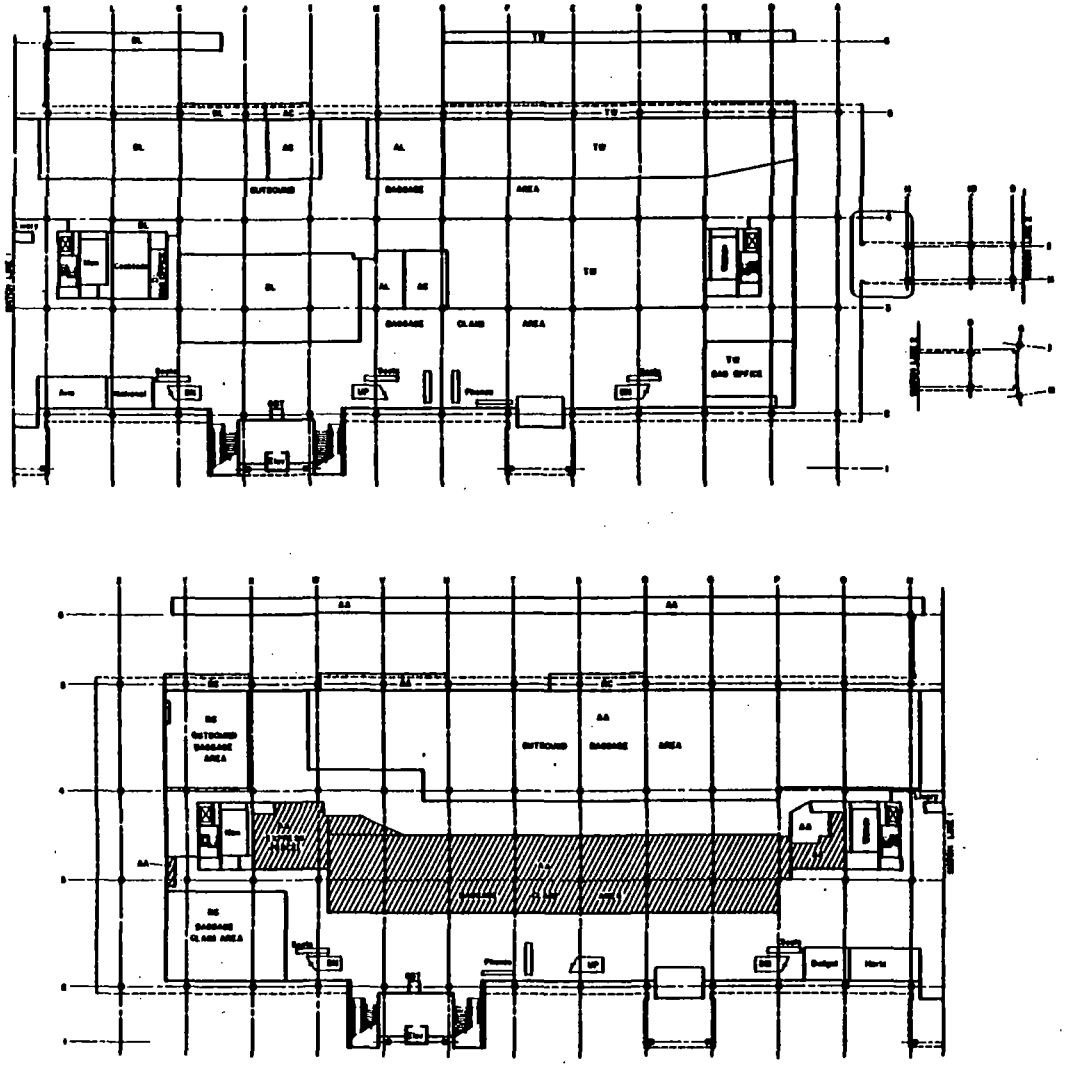
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Generally Centered
LANDRUM & BROWN
Aviation Consultant

AMERICAM AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES BAGGAGE CLAIM AREA
(First Floor Terminal 3)



DRAWING 6

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Airport Planning Consultants
LANDRUM & BROWN
Aviation Consultants

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AA

AIRLINE'S PHASE II EXCLUSIVE USE PREMISES

EXHIBIT J-1

(a) City and Airline agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 3 and Concourses H and K, which are depicted in the Drawings of this Exhibit J-1, shall comprise aproximately 206,831 square feet, of which 142,538 square feet shall be deemed Airline's Existing Footage, and approximately 64,293 square feet shall be deemed Airline's Additional Footage.

(b) City and Airline agree that the exact configuration of the Exclusive Use Premises are subject to changes and refinements prior to Airline's Date of Beneficial Occupancy with regard thereto, which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made and all necessary construction drawings are completed, appropriate amendments shall be made to this Exhibit J-1.

(c) City and Airline agree that the "American Expansion/Improvement Areas" as shown on Drawing Nos. 4, 5 and 7 shall be available for the exclusive use of Airline during the term of this Agreement. In the event that Airline shall exercise its option to utilize these areas for construction, enclosing or finishing at its sole cost, such areas, after the Date of Beneficial Occupancy thereof shall be deemed to be Exclusive Use Premises (Existing Footage) of Airline. Airline agrees that no development or construction activity in any such area shall limit or otherwise interfere with the use of any exclusive Aircraft Parking Areas adjacent to Concourse L.

(d) Airline agrees to expend not less than $60,000,000 to pay the cost of designing, equipping, improving, decorating, reconstructing and constructing, together with associated financing costs, of its Exclusive Use Premises which it shall occupy as its Phase II and Phase III Exclusive Use Premises, together with adjacent public areas of Terminal Building No. 3 and Concourses H and K. Such improvements shall be made for the purpose of rendering such Exclusive Use Premises functionally and aesthetically equal or superior to any other terminal facilities at the Airport. The grant of rights by City to Airline for such Exclusive Use Premises is

made expressly in reliance upon Airline's undertaking to expend the amounts and to provide the improvements as described in this subparagraph.

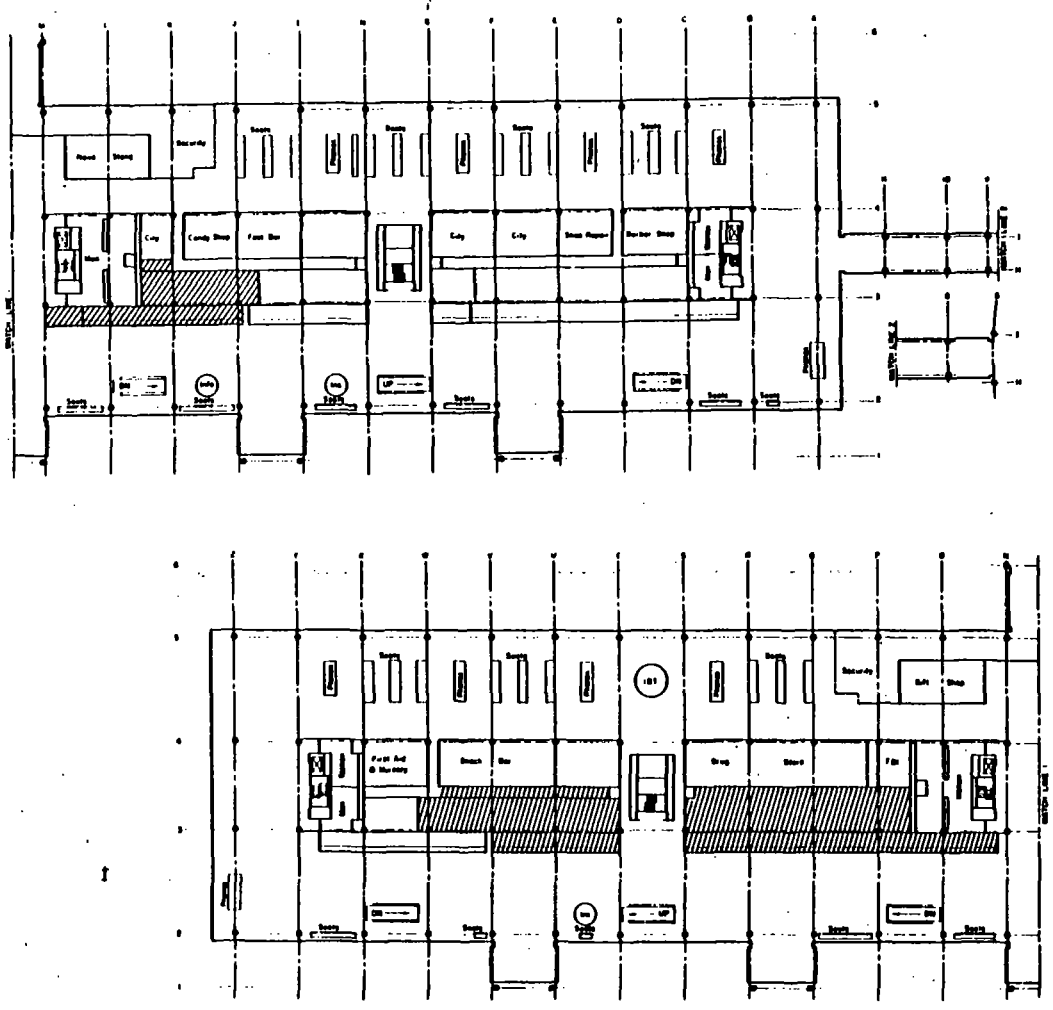
(e) City and Airline agree that Airline may elect to fund the cost of all or any part of (i) designing, constructing and equipping terminal facilities in the "American Expansion/Improvement Areas" as described in subparagraph (c) above and (ii) the designing, constructing and equiping of the tenant improvements and equipment described in subparagraph (d) above, through the issuance by the City of Special Facility Revenue Bonds for which Airline has the unconditional obligation to make debt service payments. Upon request of Airline, City agrees to issue such bonds in an amount sufficient to cover the costs thereof and enter into with Airline a Special Facility Financing Arrangement, having provisions identical or substantially similar to those provisions in the Special Facility Use Agreement dated as of August 1, 1982 between City and Delta Air Lines, Inc., governing (i) the City's obligation to issue bonds, and Airline's right to approve such bonds, (ii) the design and construction supervision by Airline, including "fast-track" construction procedures, (iii) the reimbursement to Airline for cost of "Common Improvements", as defined therein, (iv) the refinancing of cost of Public Use Premises and Aircraft Parking Areas, and (v) credits to Airline pursuant to Section 5.03(b) and Section 5.06(c) of the Agreement to which this Exhibit J-1 is attached.

(f) City retains the right and option to require American to sublease to Republic Airlines, Inc. ("Republic") the area shown in cross-hatch on Drawing Nos. 4 and 5 of this Exhibit J-1 and the Aircraft Parking Area adjacent thereto. In the event that Airline elects to build a baggage handling facility in the "American Expansion/Improvement Areas" as shown on Drawing No. 7 of this Exhibit J-1 prior to the completion of Airline's Phase III Exclusive Use Premises, such option may not be exercised by City sooner than one hundred twenty (120) days prior to the Date of Beneficial Occupancy of such baggage handling facility and shall be exercised by delivery of written notice to American setting forth the following:

(i) The term of such sublease shall commence on the first day of the month following one hundred twenty (120) days after American's receipt of such notice and shall extend to the Date of Beneficial Occupancy of Republic's Exclusive Use Premises on Concourse G;

(ii) The rental to be paid American by Republic shall be that rental paid City by American for the premises so subleased. Republic shall also pay American American's cost of maintaining and operating the premises so subleased.

(iii) The City shall certify that Republic has executed and delivered an Airport Use Agreement and is not in default thereunder and that such airport use agreement provides for Republic to move its passenger hold rooms and concourse operations off of Concourse H.



Terminal No: 3		
Basement		3,352
Lower Level		37,651
Upper Level		7,908
Mezzanine		2,400
Total		51,311
Concourse H & K		
Apron Level		74,261
Upper Level		81,259
Total		155,520
	Grand Total	206,831

TERMINAL 3 SECOND LEVEL

DRAWING 1

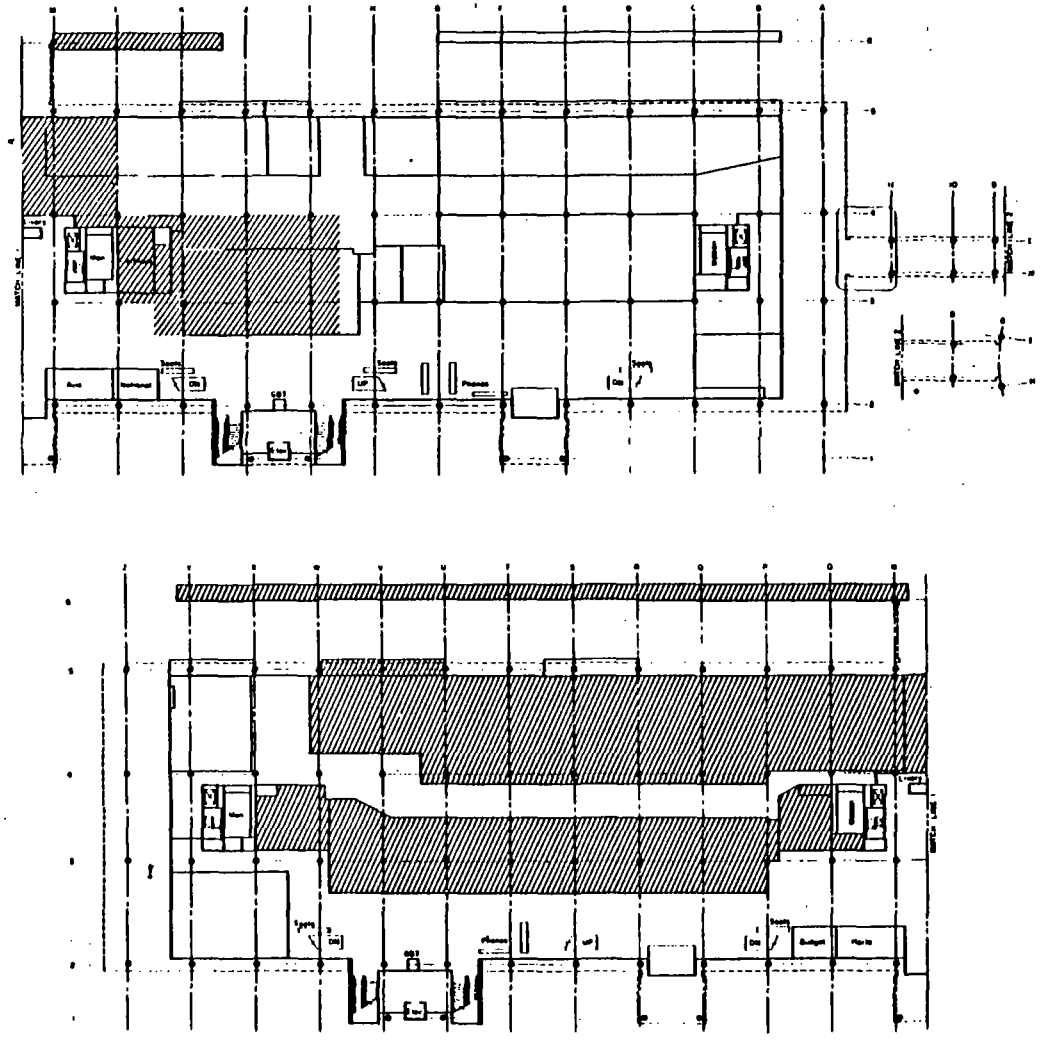
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Avighon Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1



TERMINAL 3 FIRST LEVEL

DRAWING 2

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultants
LANDRUM & BROWN Aviation Consultants

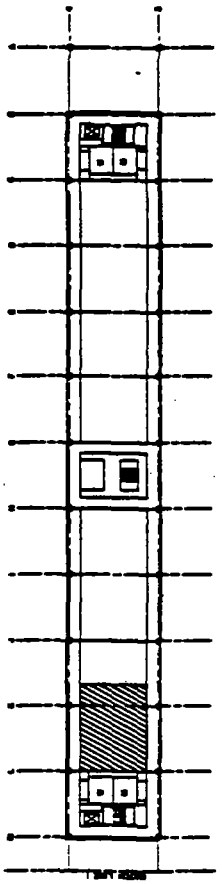
AMERICAN AIRLINES EXCLUSIVE USE PREMISES

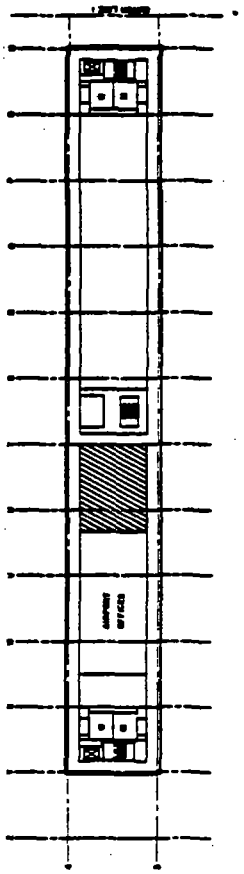
EXHIBIT J-1

TERMINAL 3 MEZZANINE
DRAWING 3

EXHIBIT J-1

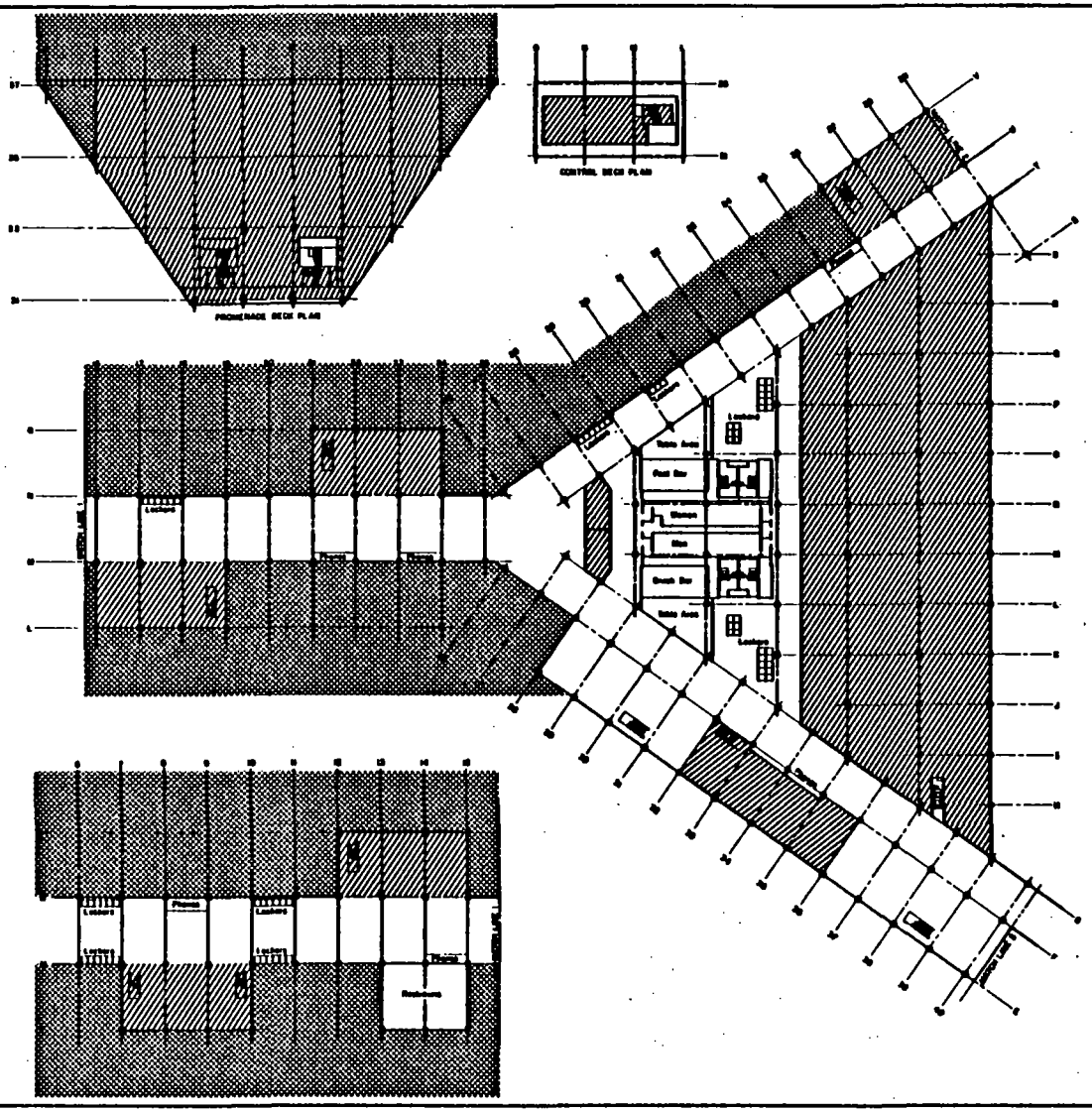
AMERICAN AIRLINES EXCLUSIVE USE PREMISES





CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN



CONCOURSE H-K SECOND LEVEL

PAGE 1 OF 2 DRAWING 4

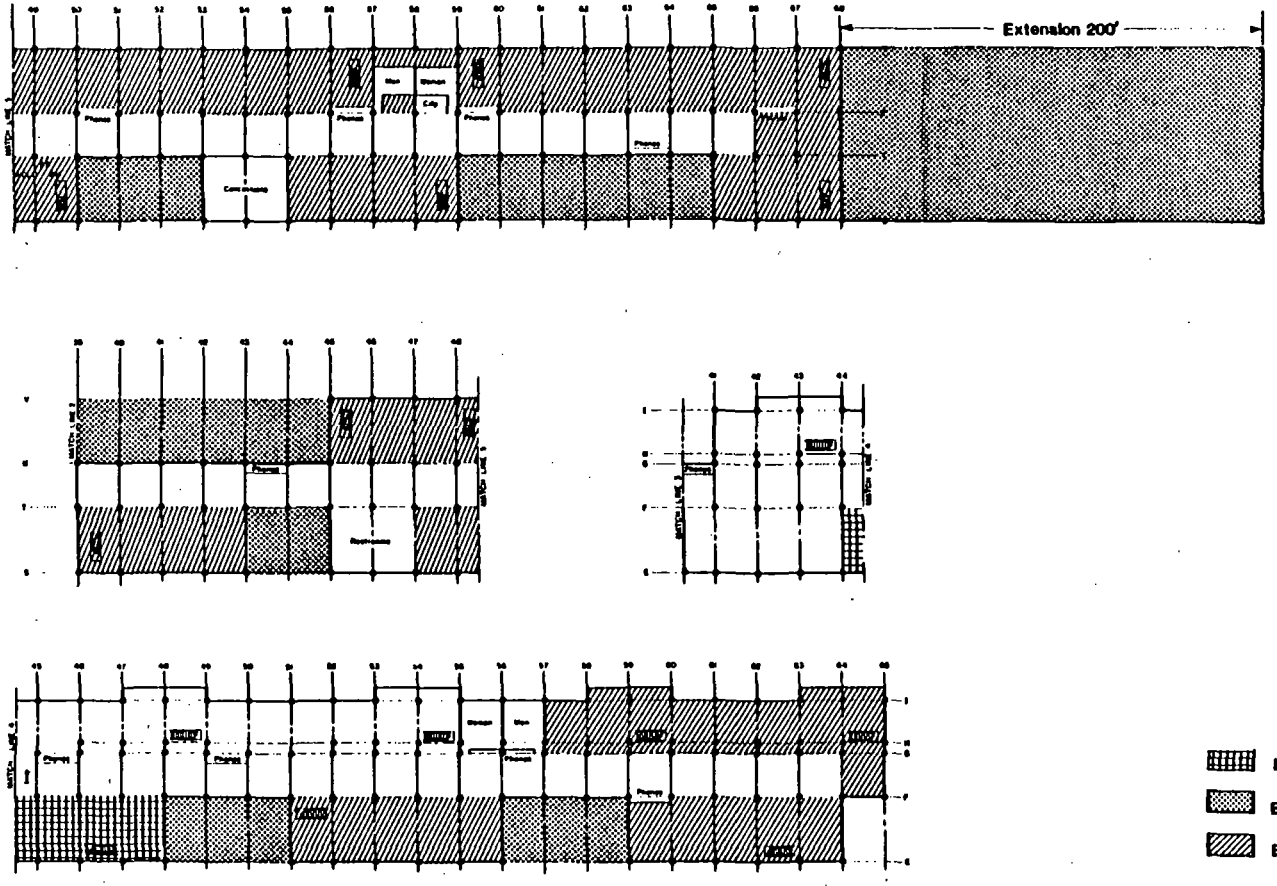
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1



CONCOURSE H-K SECOND LEVEL

PAGE 2 OF 2 DRAWING 4

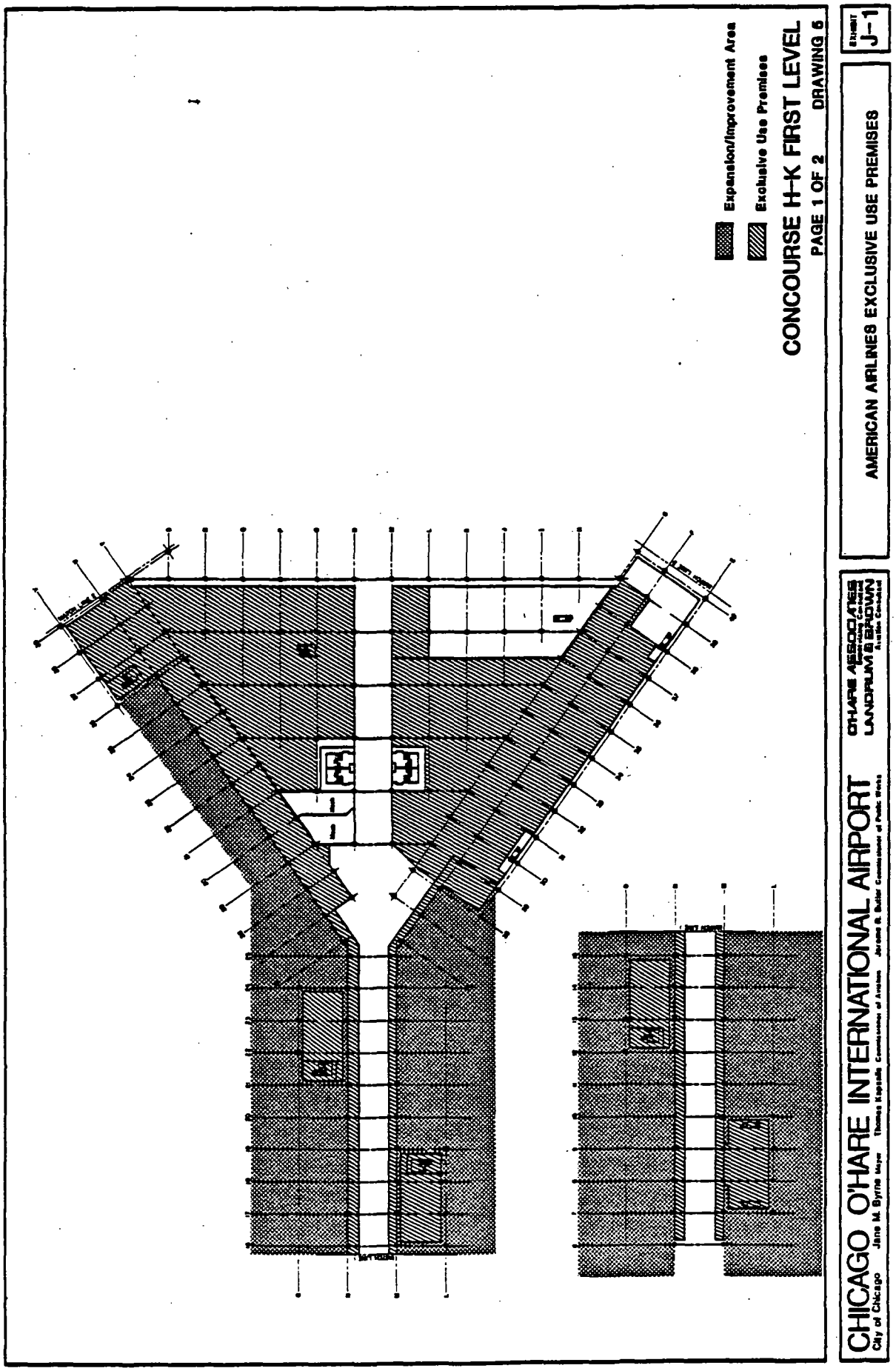
CHICAGO O'HARE INTERNATIONAL AIRPORT

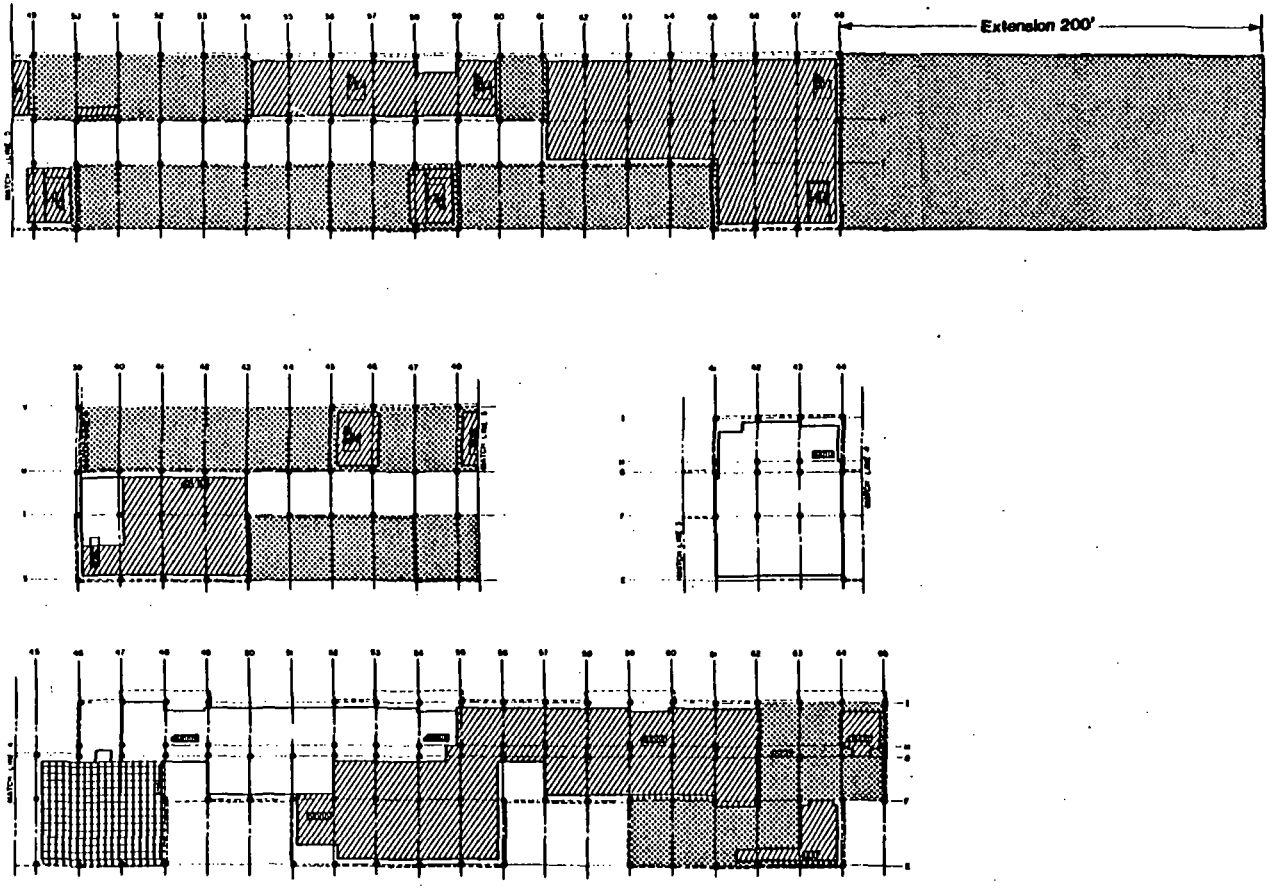
City of Chicago Jane M Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES Engineering Consultant
LANDRUM & BROWN Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1


Expansion/Improvement Area
Exclusive Use Premises
CONCOURSE H-K FIRST LEVEL
PAGE 1 OF 2 DRAWING 6
AMERICAN AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN



CONCOURSE H-K FIRST LEVEL

PAGE 2 OF 2 DRAWING 5

CHICAGO O'HARE INTERNATIONAL AIRPORT

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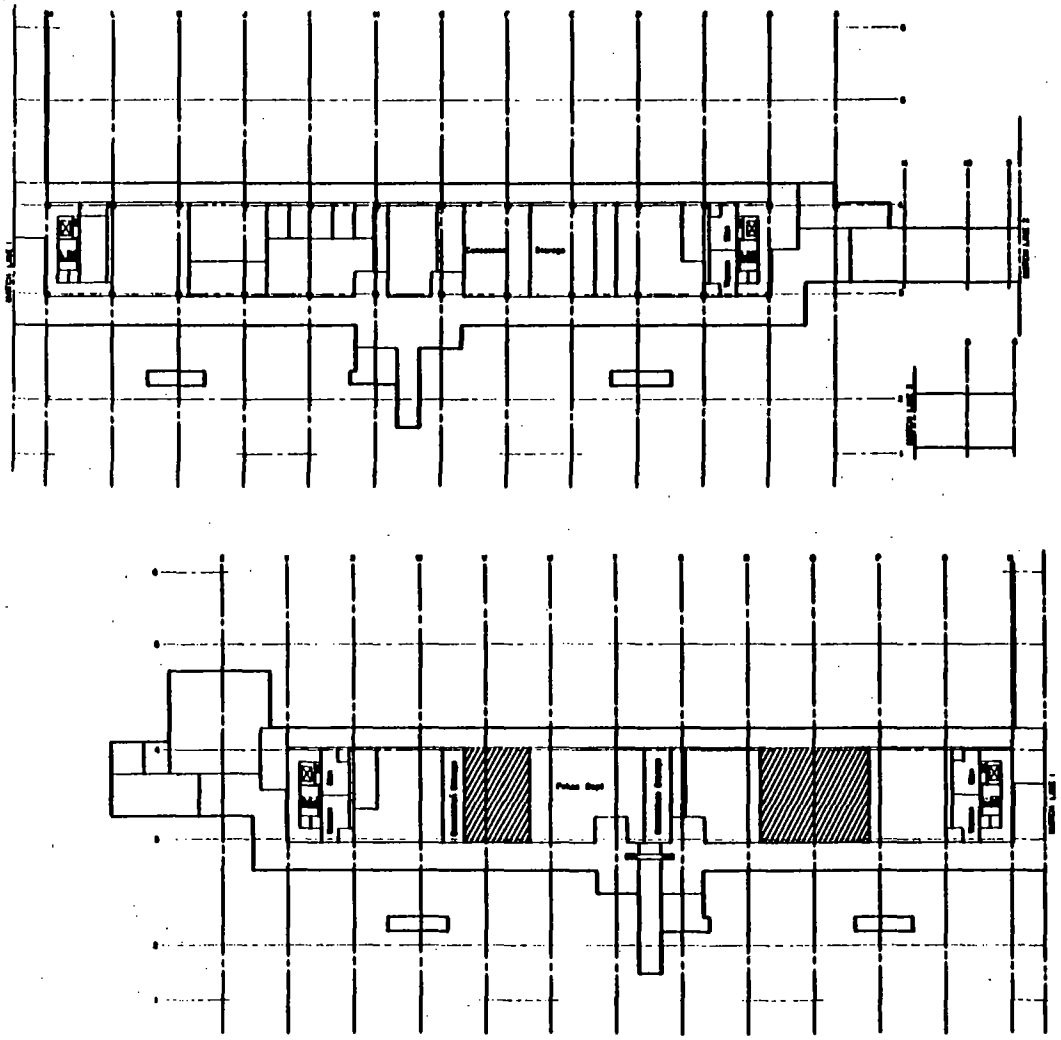
LANDRUM & BROWN Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1



TERMINAL 3 BASEMENT
DRAWING 6

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kopsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
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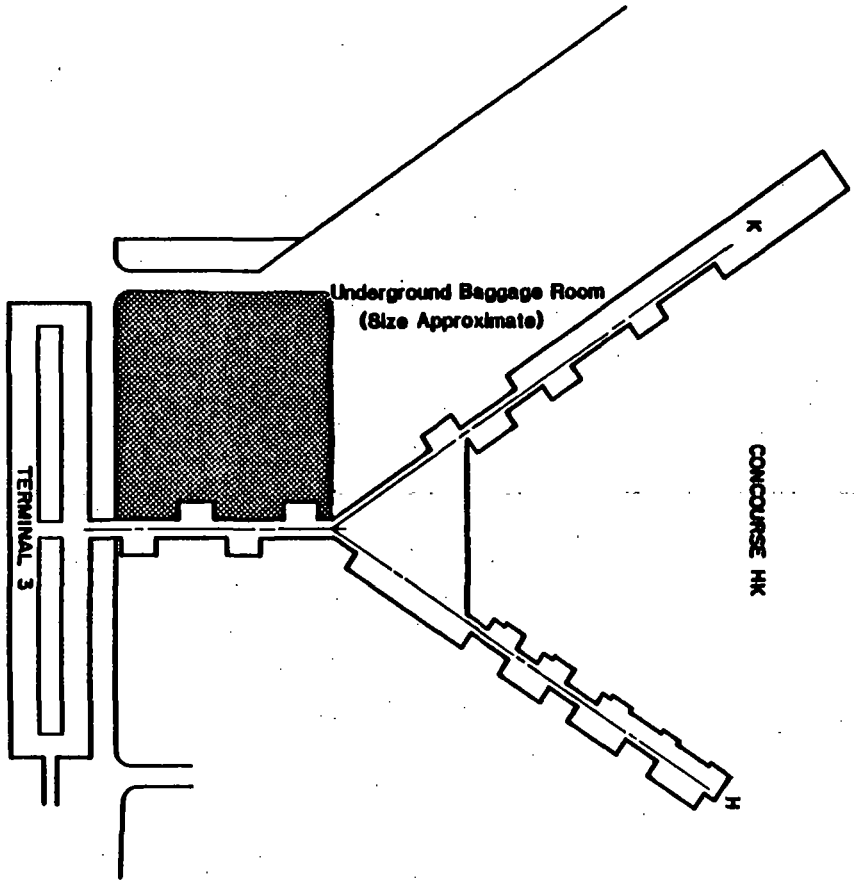
AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1



AA Expansion/Improvement Area

Drawing 7

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapoulis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1

AA

AIRLINE'S PHASE II EXCLUSIVE USE PREMISES

EXHIBIT J-2

(a) City and Airline agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 3 and Concourses H and K, which are depicted in the Drawings of this Exhibit J-2, shall comprise aproximately 268,032 square feet, of which 142,538 square feet shall be deemed Airline's Existing Footage, and approximately 125,494 square feet shall be deemed Airline's Additional Footage.

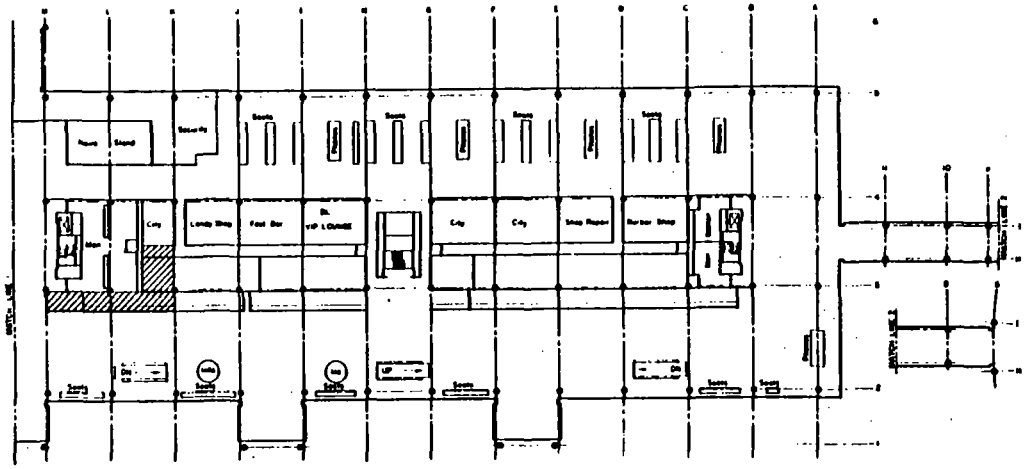
(b) City and Airline agree that the exact configuartion of the Exclusive Use Premises are subject to changes and refinements prior to Airline's Date of Beneficial Occupancy with regard thereto, which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made and all necessary construction drawings are completed, appropriate amendment shall be made to this Exhibit J-2.

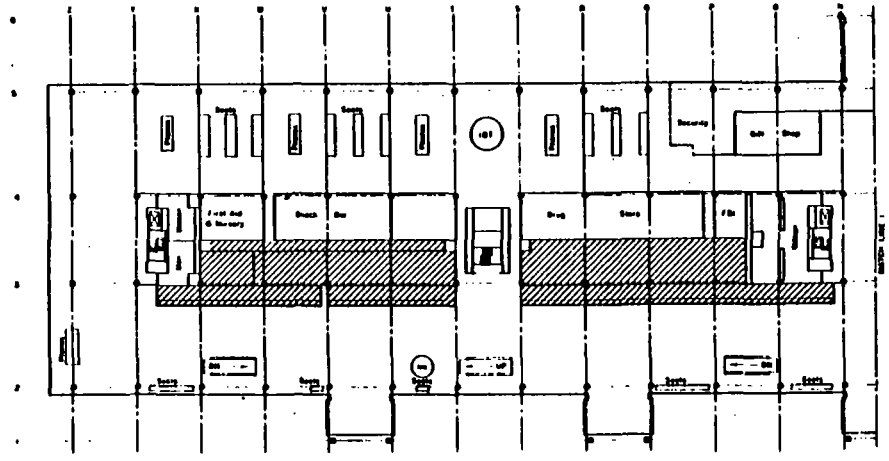
(c) City and Airline agree that the "American Expansion/Improvement Areas" as shown on Drawing Nos. 4, 5 and 7 shall be available for the exclusive use of Airline during the term of this Agreement. In the event that Airline shall exercise its option to utilize these areas for construction, enclosing or finishing at its sole cost, such areas after the Date of Beneficial Occupancy therefor shall be deemed to be Exclusive Use Premises (Existing Footage) of Airline. Airline agrees that no development or construction activity in any such area shall limit or otherwise interfere with the use of any exclusive aircraft parking areas adjacent to Concourse L.

(d) Airline agrees to expend not less than $60,000,000 to pay the cost of designing, equipping, improving, decorating, reconstructing and constructing, together with associated financing costs, of its Exclusive Use Premises which it shall occupy as its Phase II and Phase III Exclusive Use Premises, together with adjacent public areas of Terminal Building No. 3 and Concourses H and K. Such improvements shall be made for the purpose of rendering such Exclusive Use Premises functionally and aesthetically equal or superior to any other terminal facilities at the Airport. The grant of rights by City to Airline for such Exclusive Use Premises is

made expressly in reliance upon Airline's undertaking to expend the amounts and to provide the improvements as described in this subparagraph.

(e) City and Airline agree that Airline may elect to fund the cost of all or any part of (i) designing, constructing and equipping terminal facilities in the "American Expansion/Improvement Areas" as described in subparagraph (c) above and (ii) the designing, constructing and equiping of the tenant improvements and equipment described in subparagraph (d) above, through the issuance by the City of Special Facility Revenue Bonds for which Airline has the unconditional obligation to make debt service payments. Upon request of Airline, City agrees to issue such bonds in an amount sufficient to cover the costs thereof and enter into with Airline a Special Facility Financing Arrangement, having provisions identical or substantially similar to those provisions in the Special Facility Use Agreement dated as of August 1, 1982 between City and Delta Air Lines, Inc., governing (i) the City's obligation to issue bonds, and Airline's right to approve such bonds, (ii) the design and construction supervision by Airline, including "fast-track" construction procedures, (iii) the reimbursement to Airline for cost of "Common Improvements", as defined therein, (iv) the refinancing of cost of Public Use Premises and Aircraft Parking Areas, and (v) credits to Airline pursuant to Section 5.03(b) and Section 5.06(c) of the Agreement to which this Exhibit J-2 is attached.





Terminal No: 3		
Basement		3,352
Lower Level		45,357
Upper Level		8,136
Mezzanine		8,393
Total		65,238
Concourse H & K		
Apron Level		92,512
Upper Level		110,282
Total		202,794
	Grand Total	268,032

TERMINAL 3 SECOND LEVEL

DRAWING 1

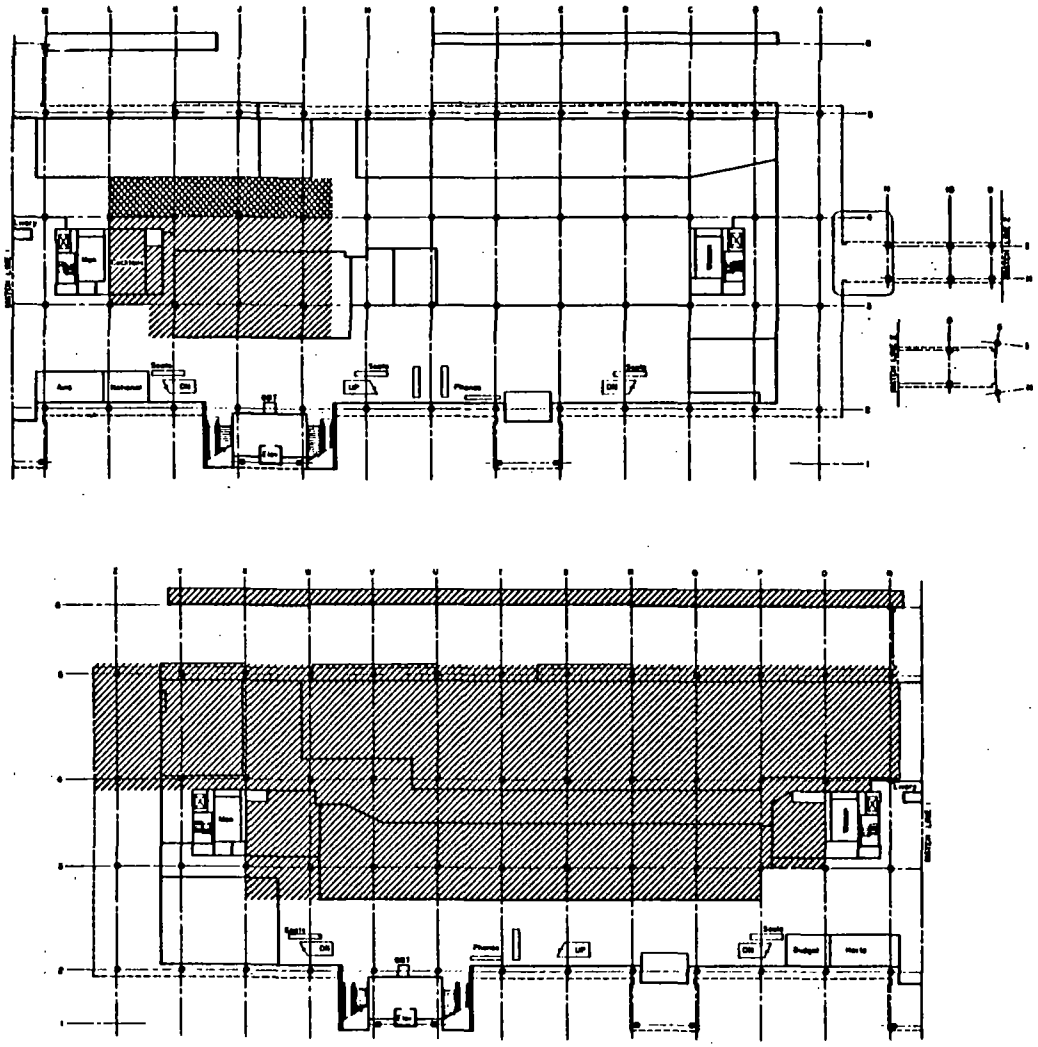
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES Engineering Consultant
LANDRUM & BROWN Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



Exclusive Use Premises

Joint Use Cart Drive

TERMINAL 3 FIRST LEVEL

DRAWING 2

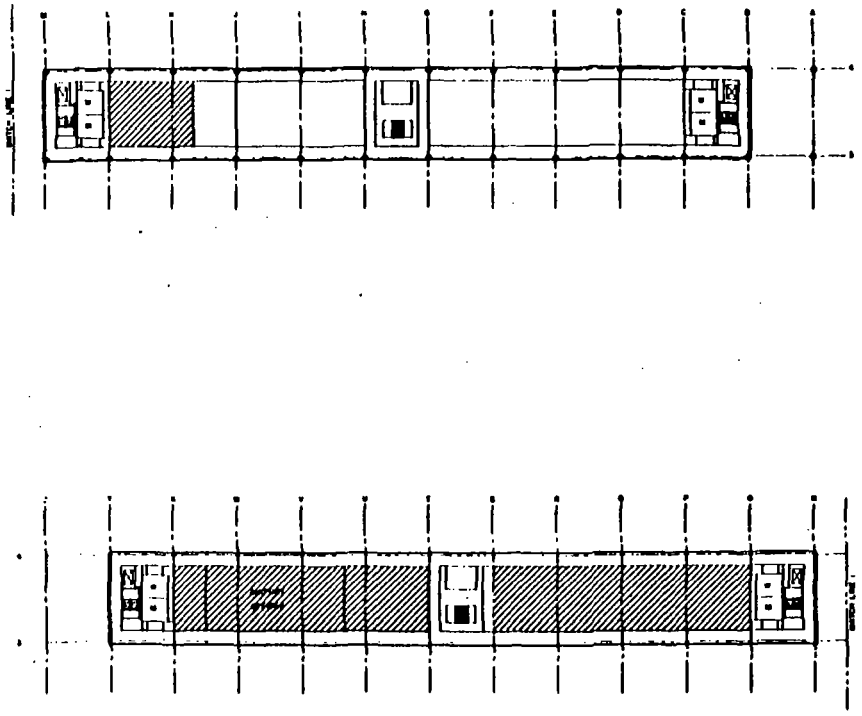
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



TERMINAL 3 MEZZANINE

DRAWING 3

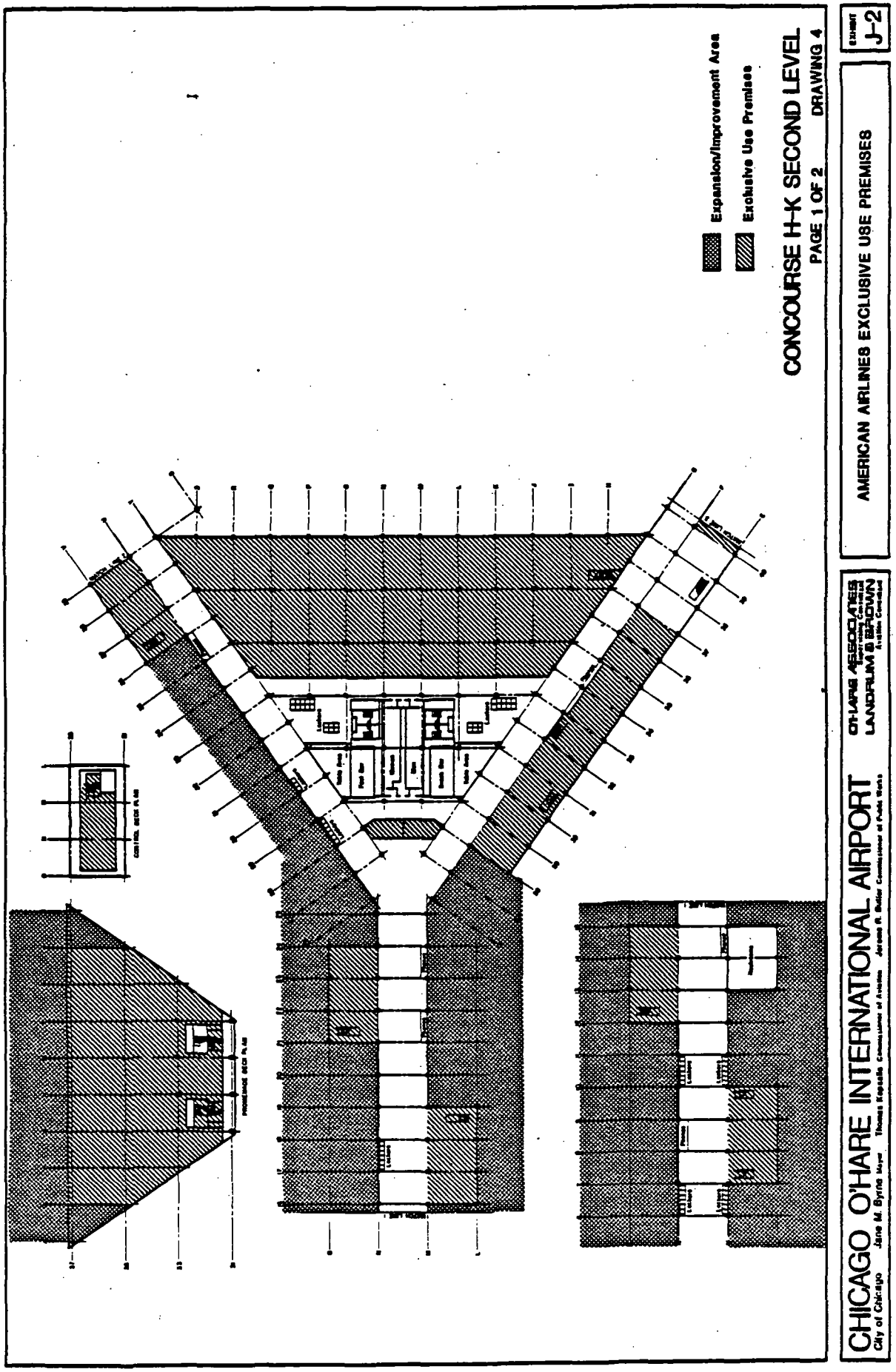
CHICAGO O'HARE INTERNATIONAL AIRPORT

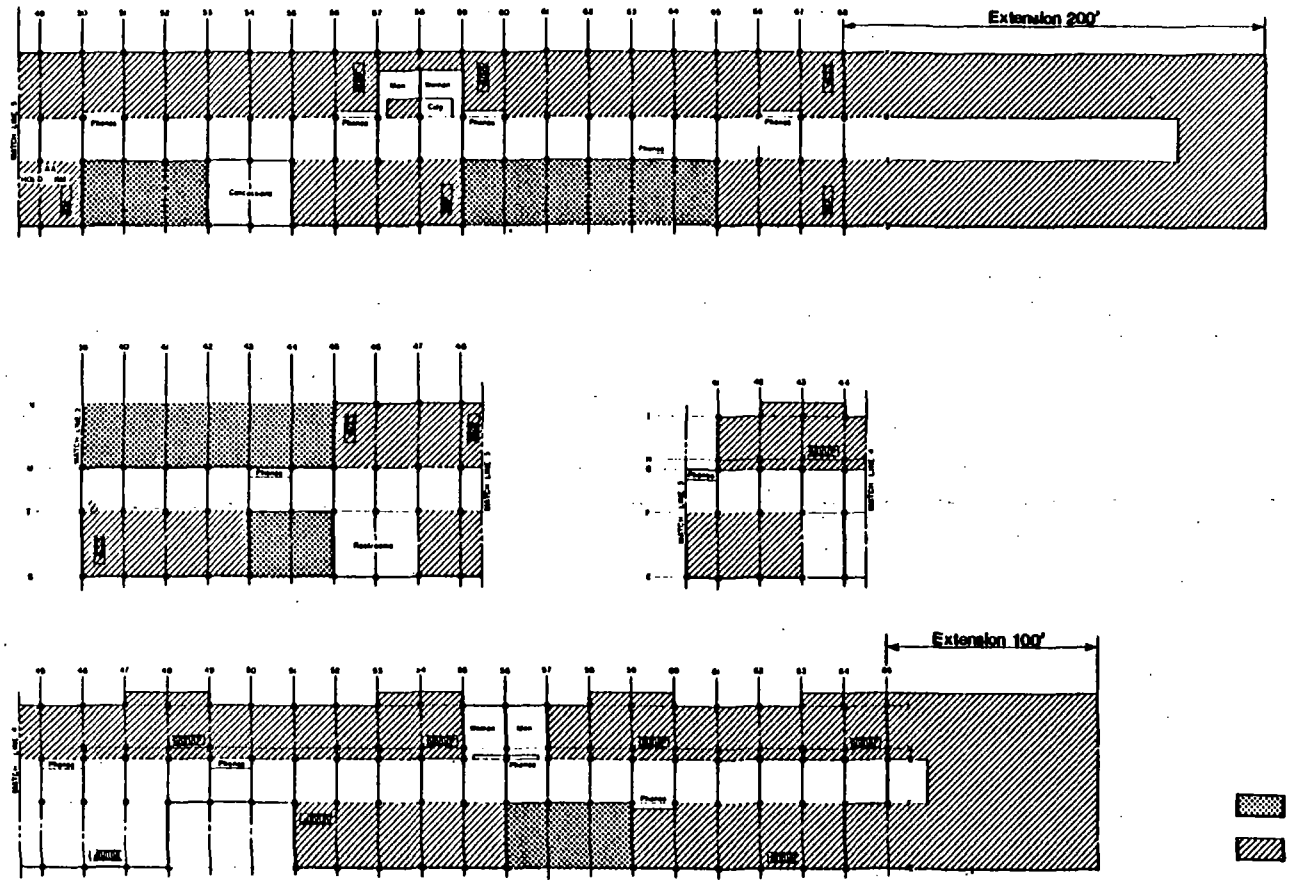
City of Chicago Jane M Byrne Mayor Thomas Rapsas Commissioner of Aviation Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2


CONCOURSE H-K SECOND LEVEL
PAGE 1 OF 2 DRAWING 4
Expansion/Improvement Area
Exclusive Use Premises
AMERICAN AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J-2
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kassalo Commissioner of Aviation Jerome R. Butler Commissioner of Public Works
O'HARE ASSOCIATES
LANDRUM & BROWN



CONCOURSE H-K SECOND LEVEL

PAGE 2 OF 2 DRAWING 4

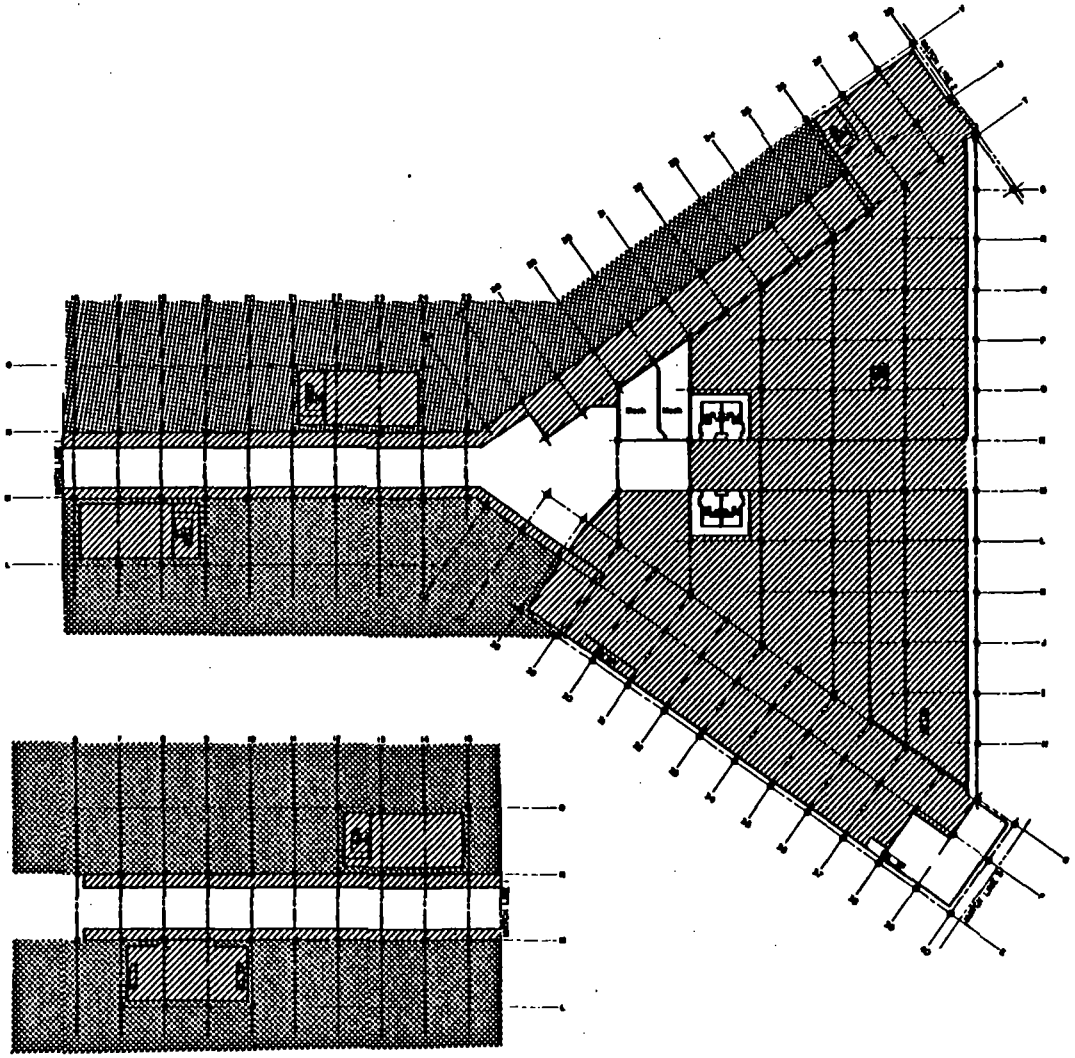
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



Expansion/Improvement Area

Exclusive Use Premises

CONCOURSE H-K FIRST LEVEL

PAGE 1 OF 2 DRAWING 5

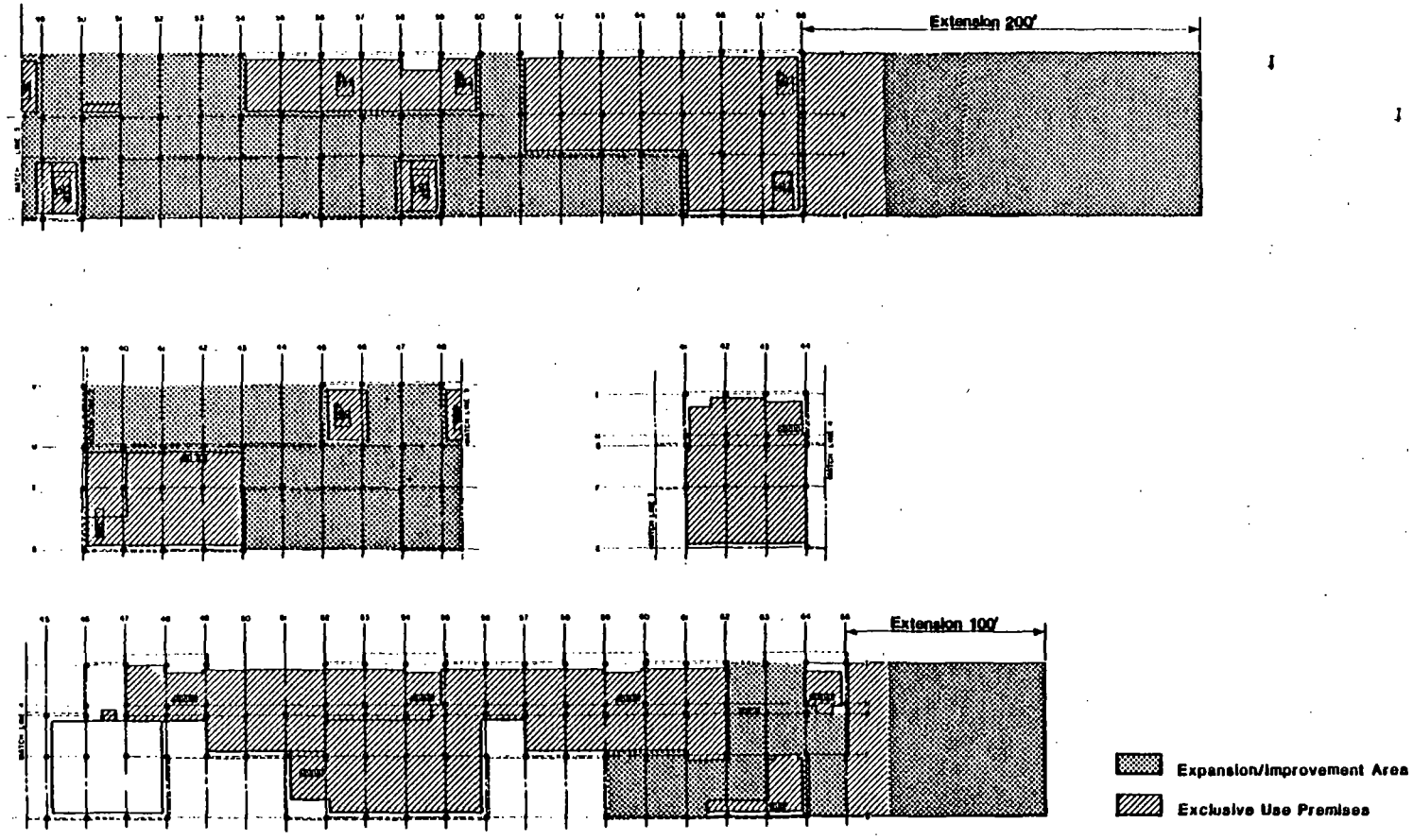
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



CONCOURSE H-K LOWER FIRST LEVEL

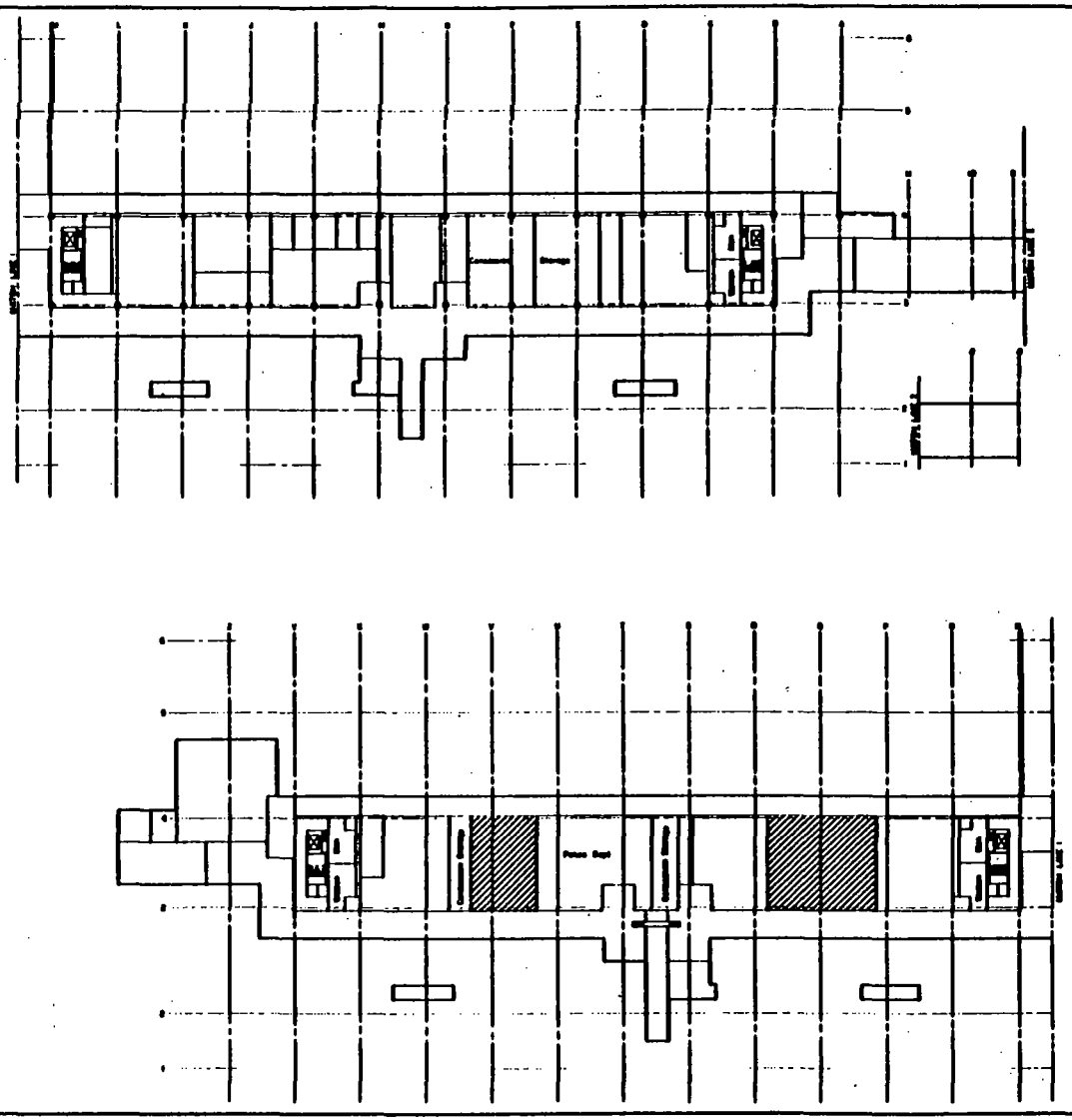
PAGE 2 OF 2 DRAWING 5

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Engineering Consultant
LANDRUM & BROWN
Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



TERMINAL 3 BASEMENT

DRAWING 6

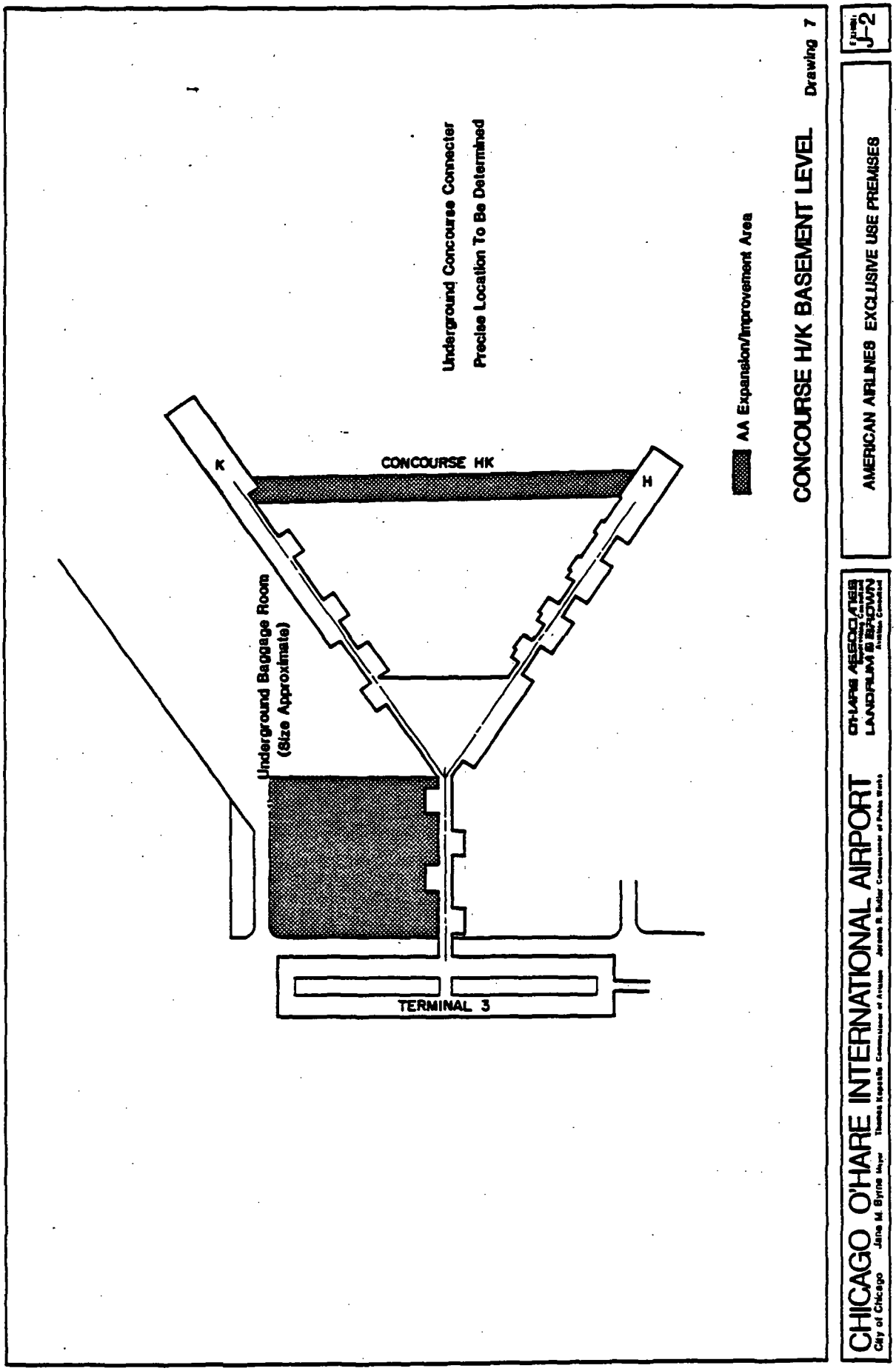
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

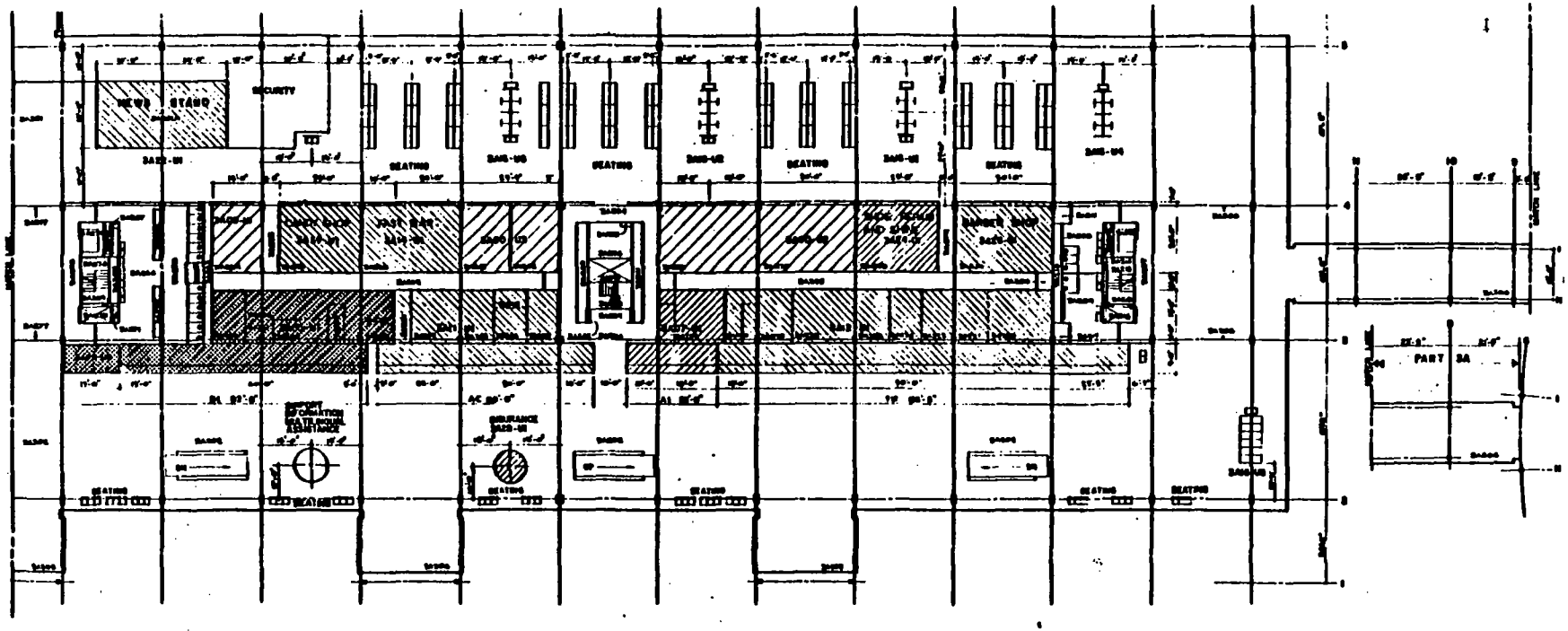
AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2


CONCOURSE H/K BASEMENT LEVEL
Drawing 7
AA Expansion/Improvement Area
Underground Concourse Connector
Precise Location To Be Determined
CONCOURSE HK
K
H
Underground Baggage Room
(Size Approximate)
TERMINAL 3
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
AMERICAN AIRLINES EXCLUSIVE USE PREMISES
J-2

Journal pages 15321 — 15339 are a part of the agreement with Delta Airlines, Inc. only

DELTA AIRLINES
EXCLUSIVE USE PREMISES



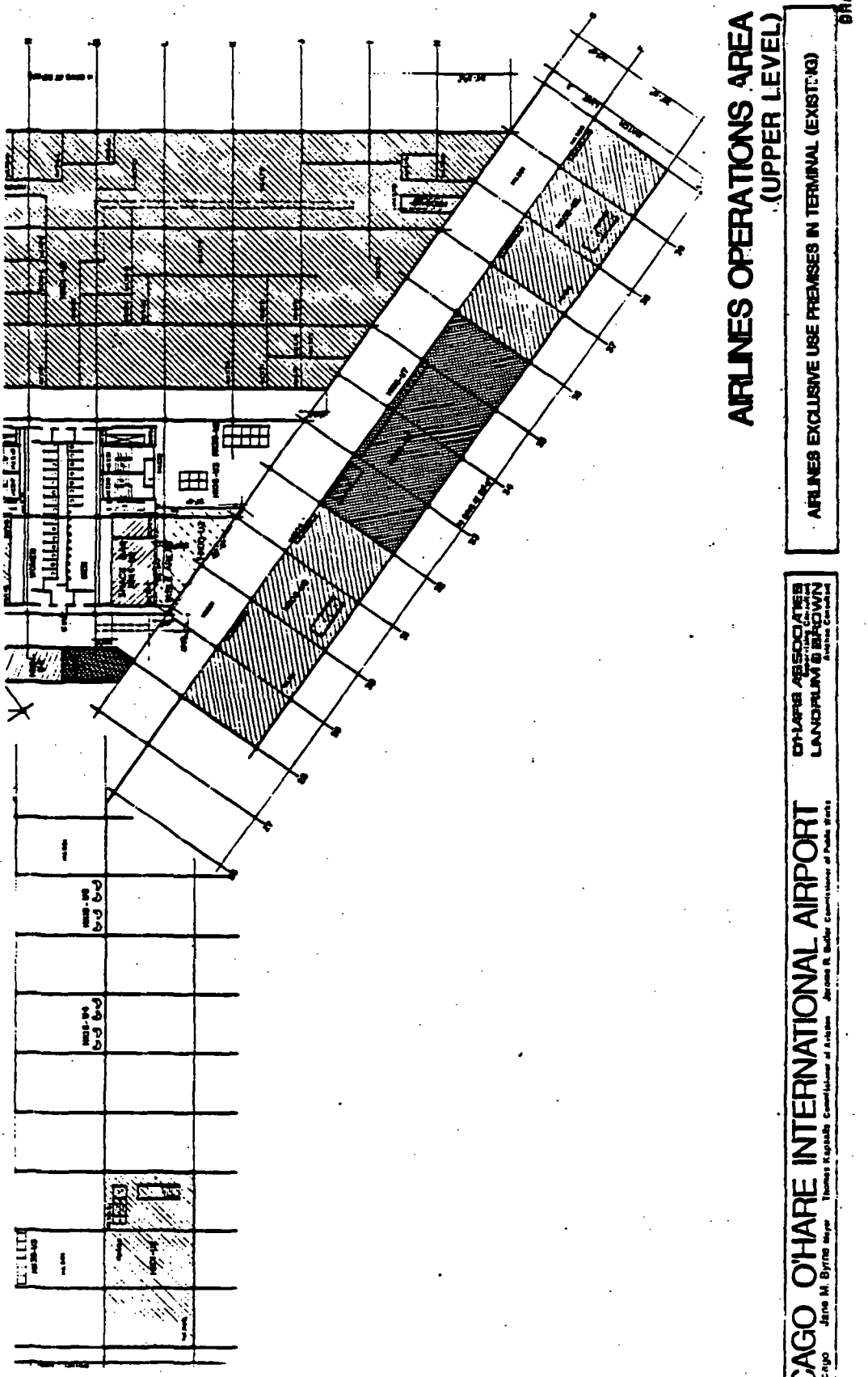
AIRLINES TICKET AREA

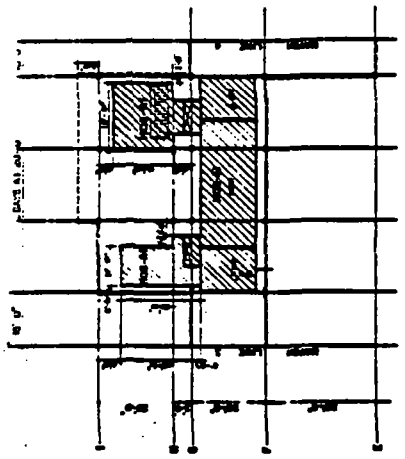
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works
O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

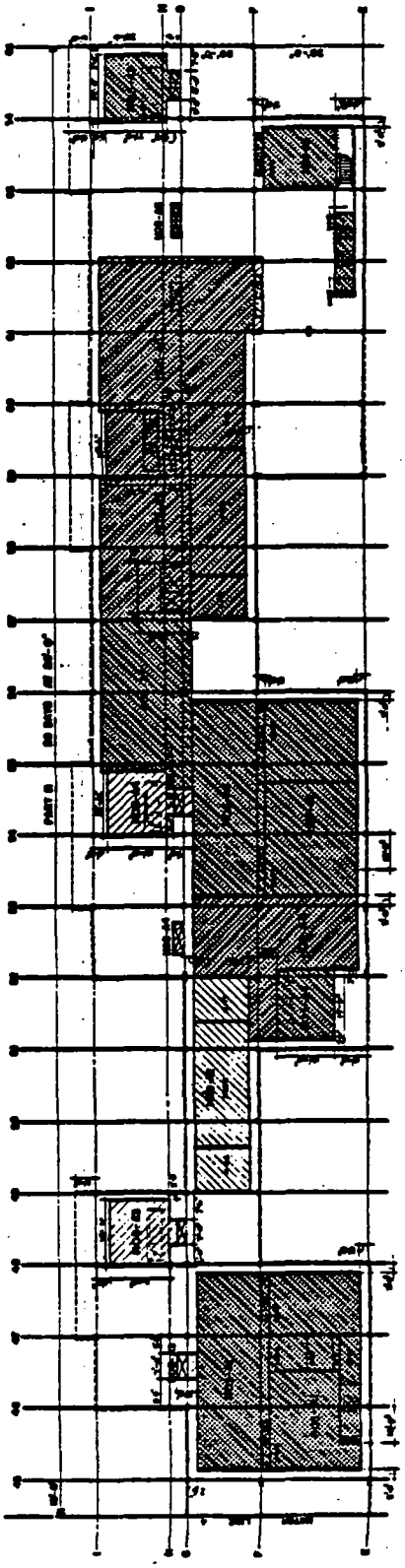
AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)

EXHIBIT J

DRAWING 1


AIRLINES OPERATIONS AREA
(UPPER LEVEL)
AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)
EXHIBIT J
DRAWING 1 OF 3
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works
DH-LAPS ASSOCIATES
LANDRUM & BROWN



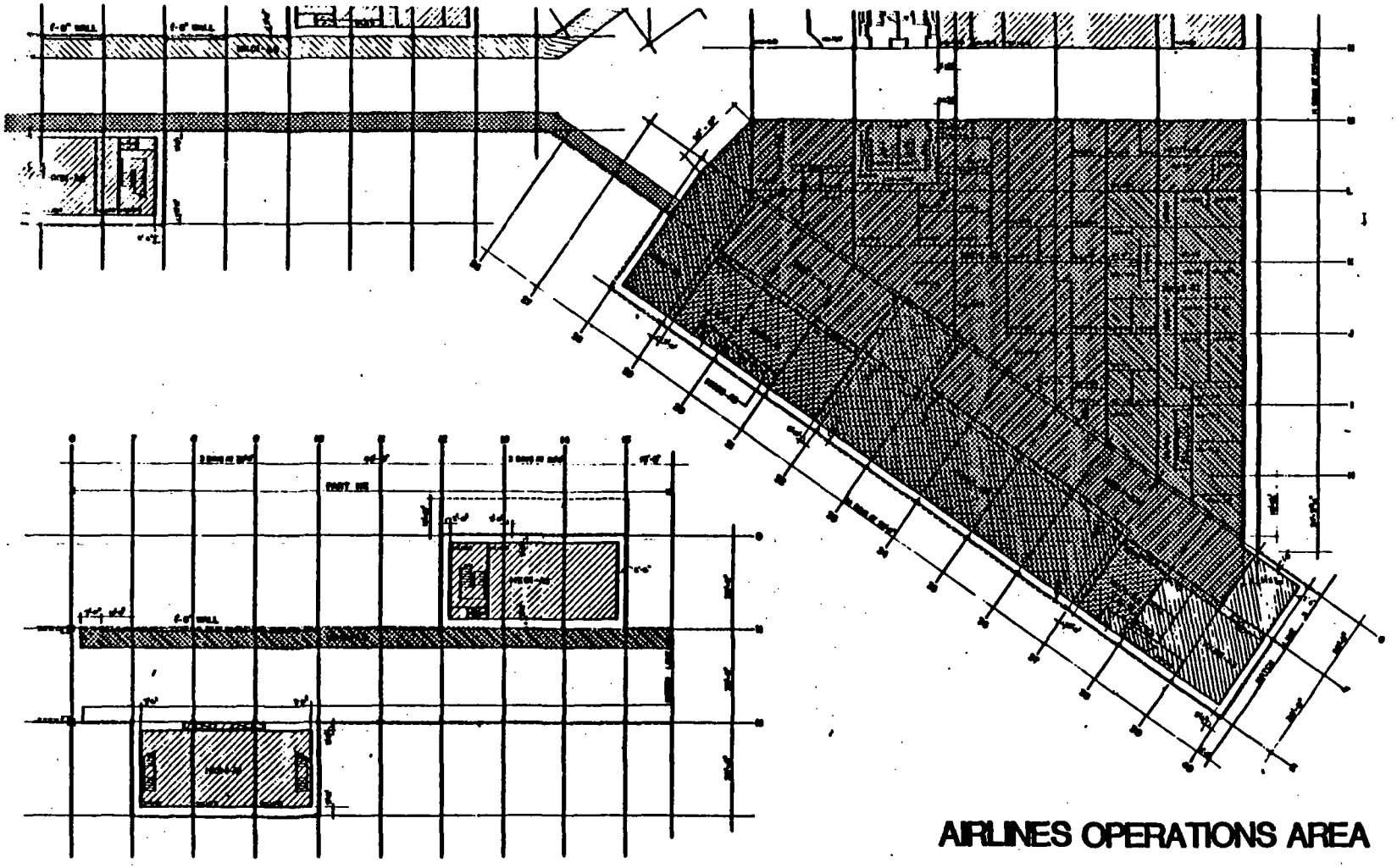


AIRLINES OPERATIONS AREA
(LOWER LEVEL)

AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)

EXHIBIT J
2 OF 3
DRAWING 2

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works
O'HARE ASSOCIATES
LANDRUM & BROWN



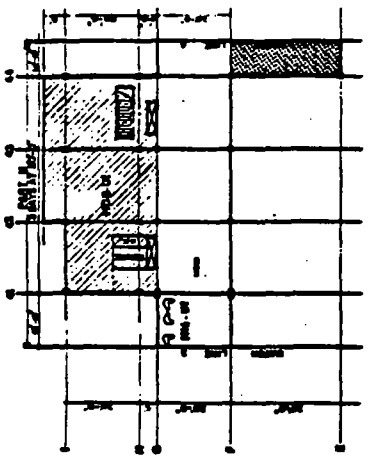
AIRLINES OPERATIONS AREA

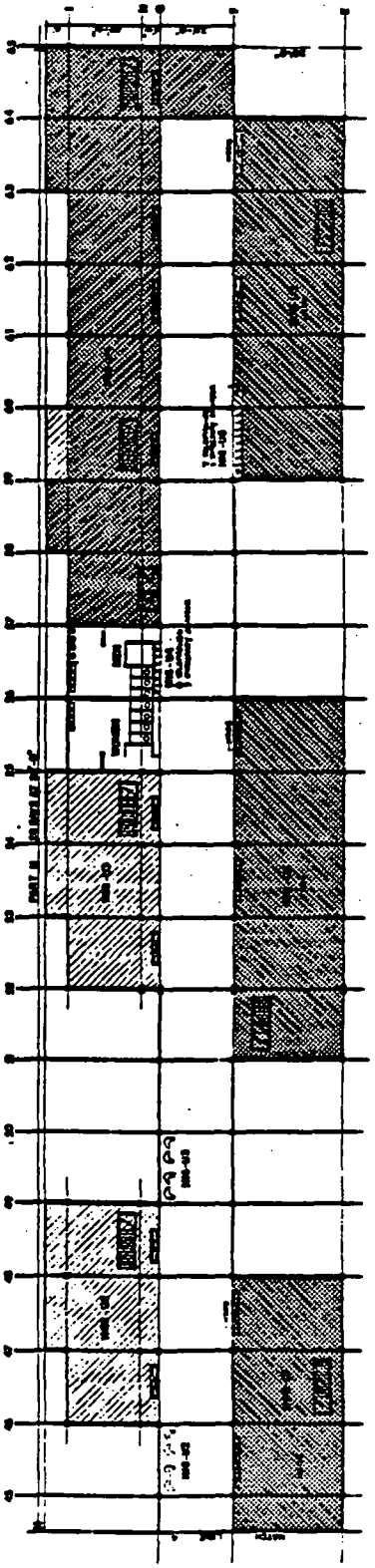
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

AIRLINES EXCLUSIVE USE PREMISIS IN TERMINAL (EXISTING)

3 OF 3
EXHIBIT J
DRAWING 2





AIRLINES HOLD AREA

AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)

Exhibit J

DRAWING 6

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Rapello Commissioner of Aviation Jerome R. Butler Deputy Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

EXHIBIT J

DRAWING 4

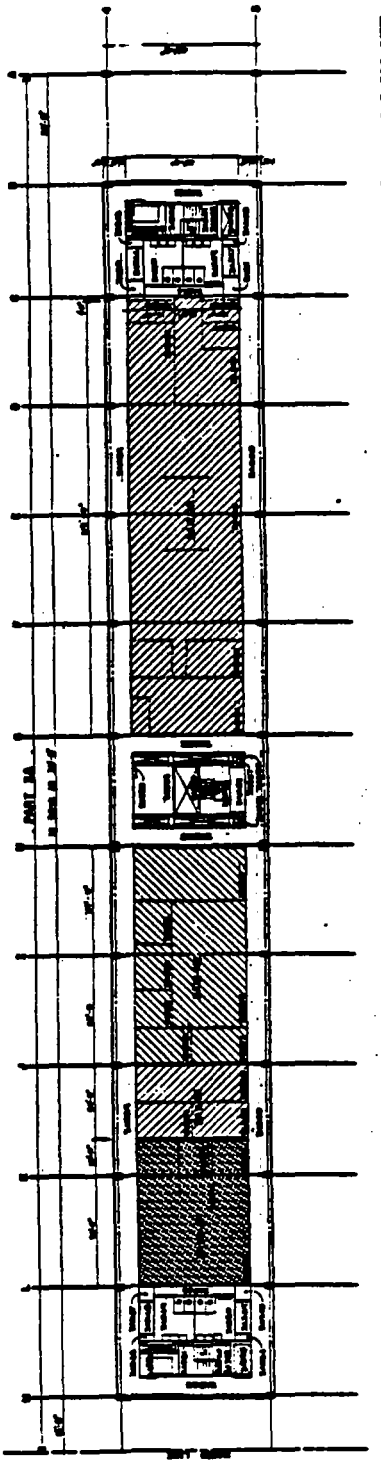
AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)

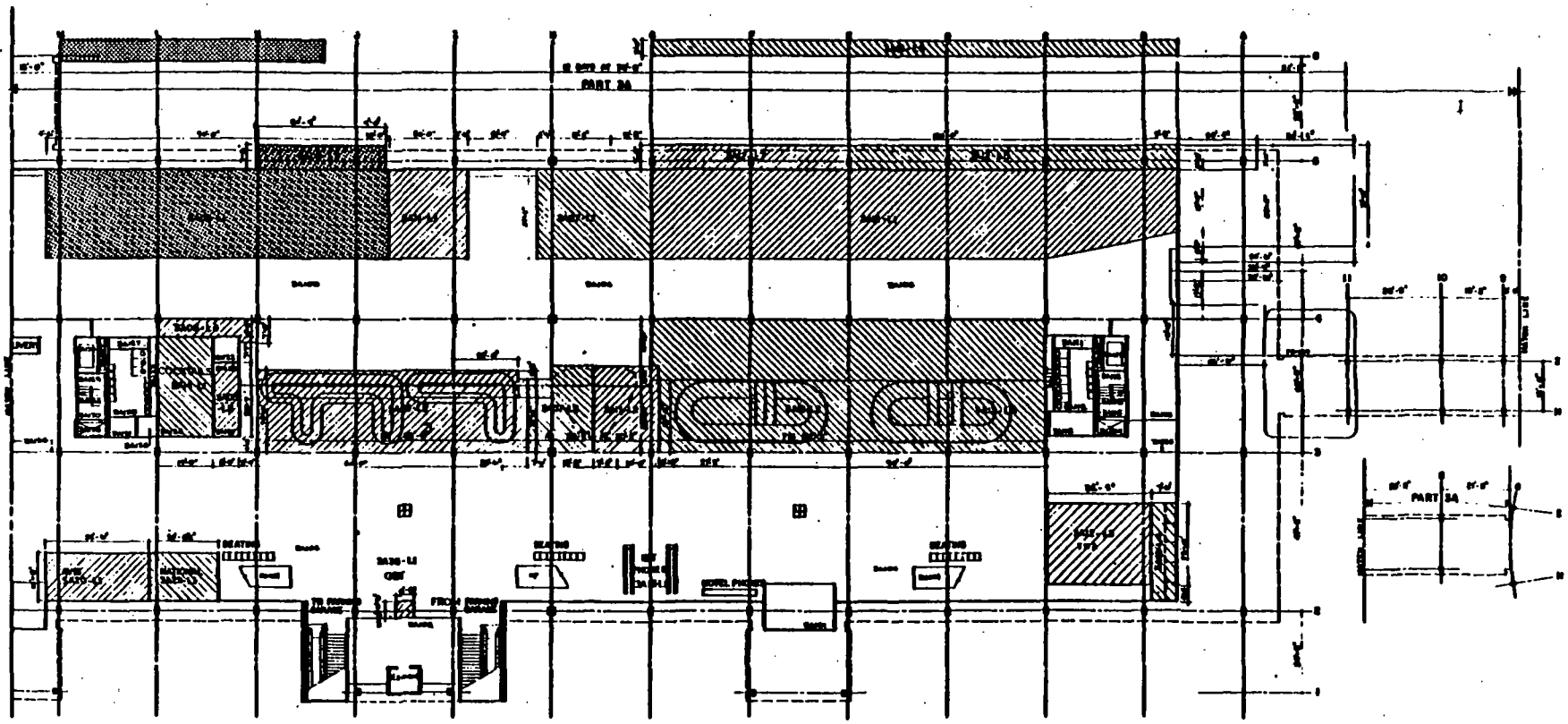
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Architects Engineers LANDRUM & BROWN Aviation Consultants

MEZZANINE





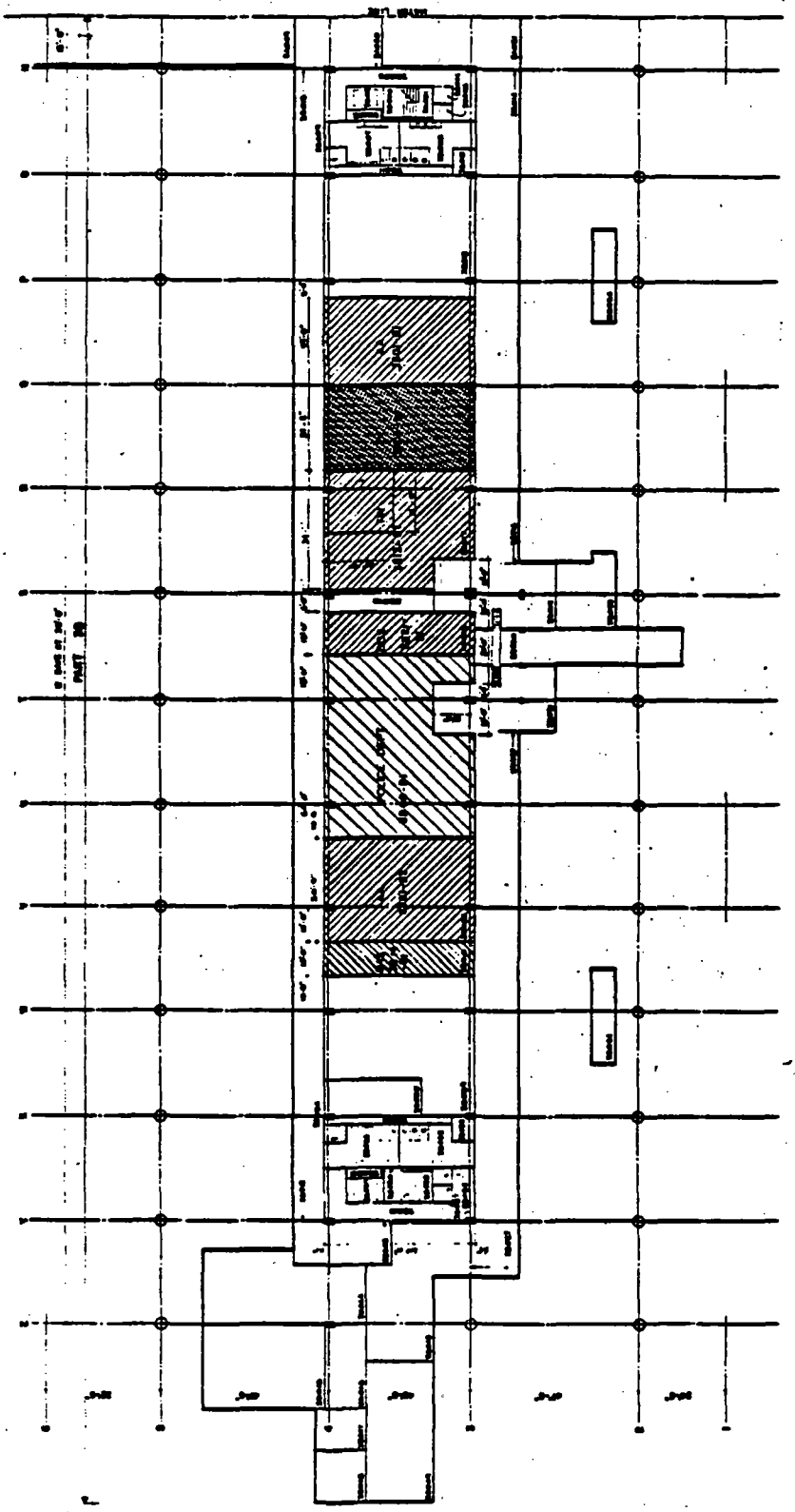
OUTBOUND BAGGAGE AREA (FIRST FLOOR)

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

CHIARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)

1 of 2
EXHIBIT J
DRAWING 6



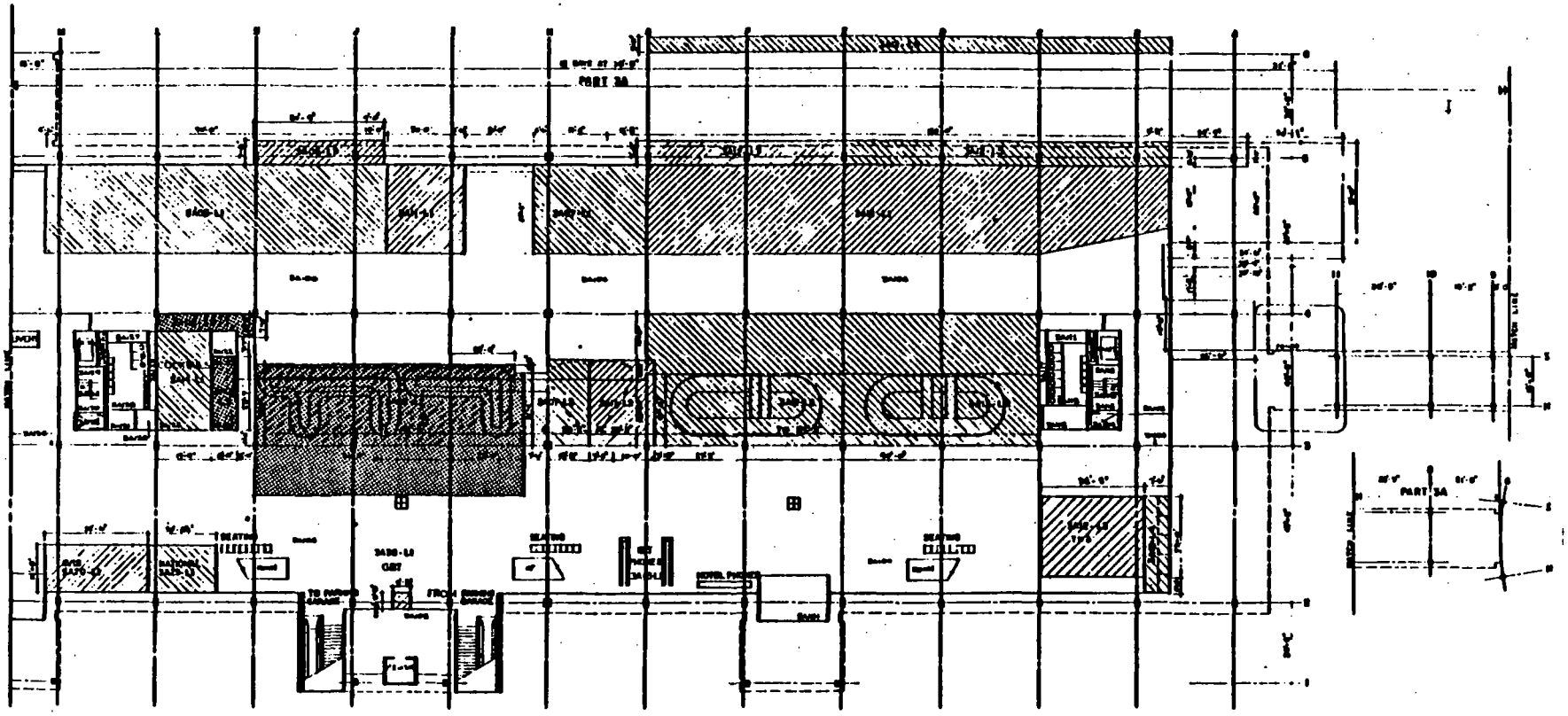
OUTBOUND BAGGAGE AREA (BASEMENT)

AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Planning Consultant
LANDRUM & BROWN
Aviation Consultant

2 of 2 Exhibit J DRAWING 6



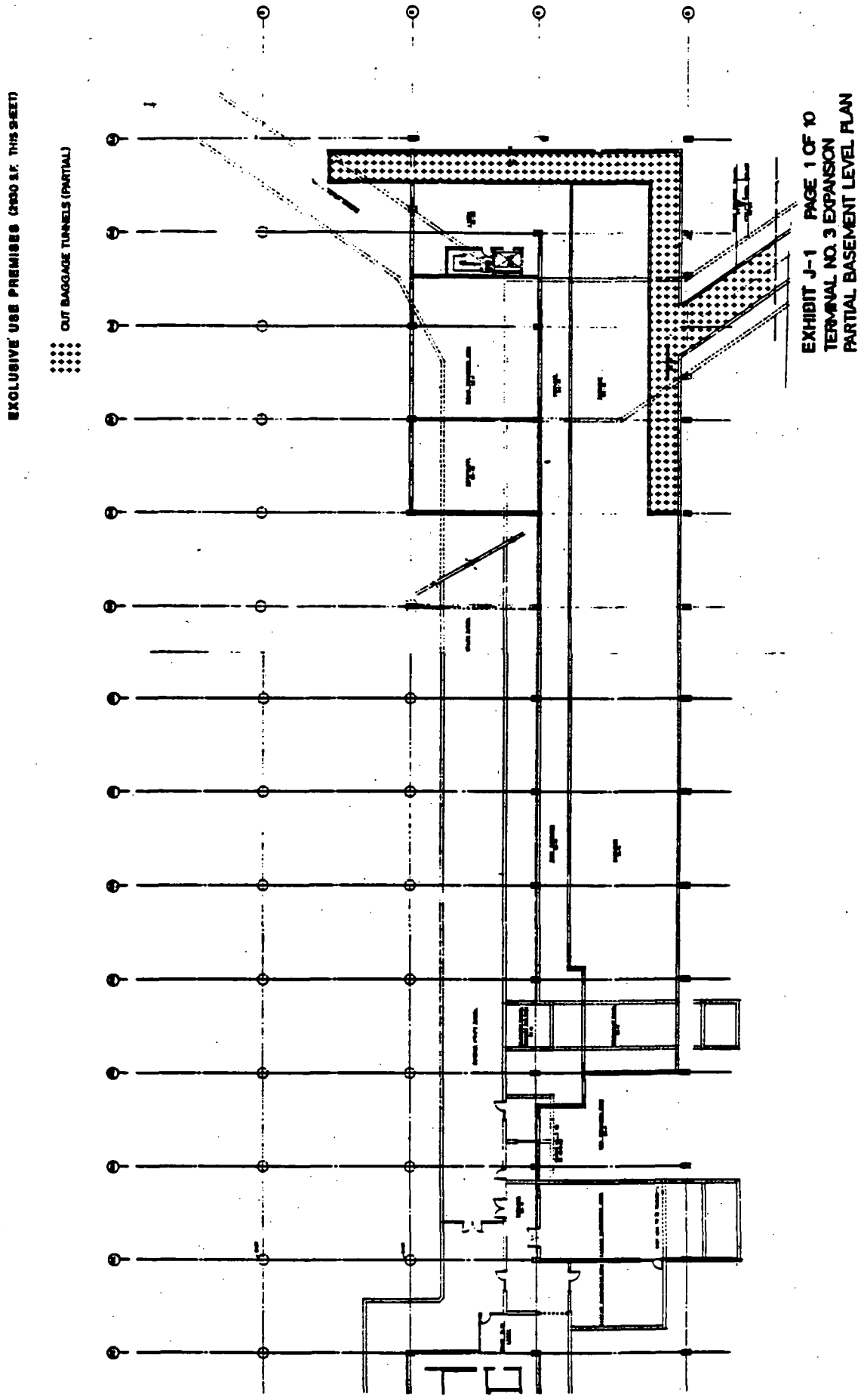
BAGGAGE CLAIM AREA

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works
O'HARE ASSOCIATES Supervising Consultant LANDRUM & BROWN Aviation Consultant

AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)

EXHIBIT J

DRAWING 6


EXCLUSIVE USE PREMISES (2000 S.F. THIS SHEET)
OUT BAGGAGE TUNNELS (PARTIAL)
EXHIBIT J-1 PAGE 1 OF 10
TERMINAL NO. 3 EXPANSION
PARTIAL BASEMENT LEVEL PLAN

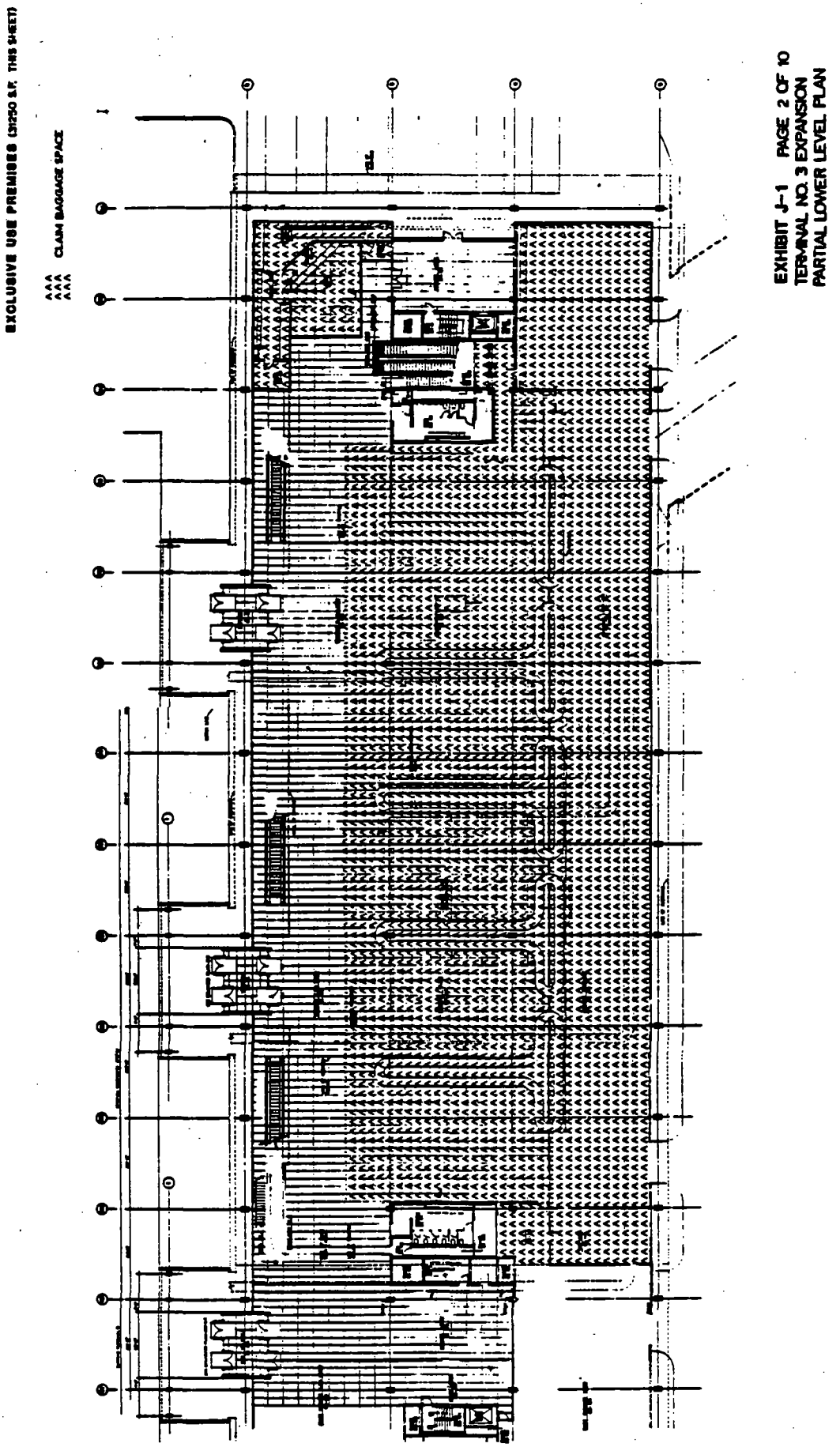
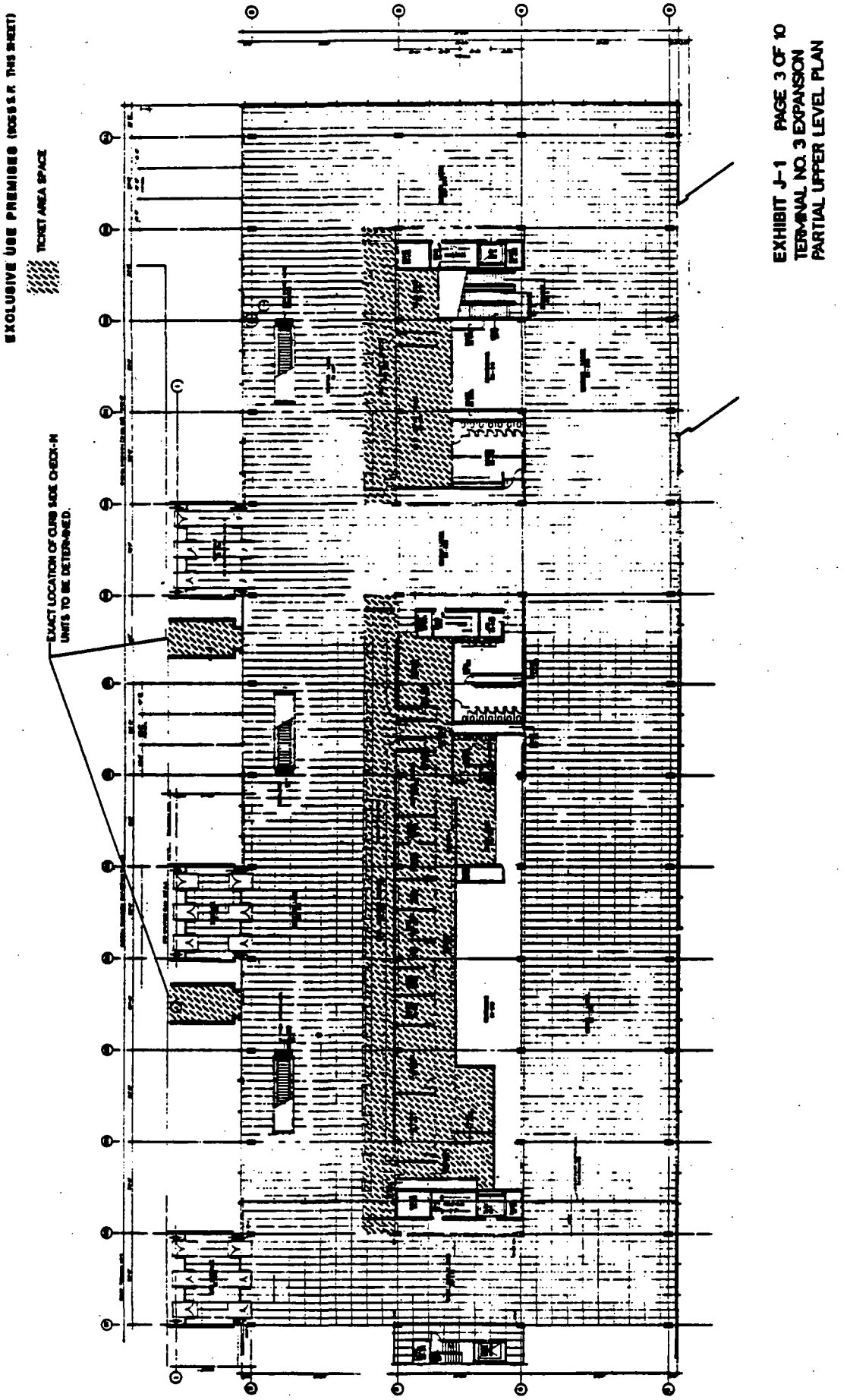


EXHIBIT J-1 PAGE 2 OF 10
TERMINAL NO. 3 EXPANSION
PARTIAL LOWER LEVEL PLAN


EXCLUSIVE USE PREMISES (DOES N.R. THIS SHEET)
TICKET AREA SPACE
EXACT LOCATION OF CURB SIDE CHECK-IN UNITS TO BE DETERMINED.
EXHIBIT J-1 PAGE 3 OF 10
TERMINAL NO. 3 EXPANSION
PARTIAL UPPER LEVEL PLAN

EXCLUSIVE USE PREMISES (SEE S.F. THIS SHEET)

MEZZANINE AREA SPACE

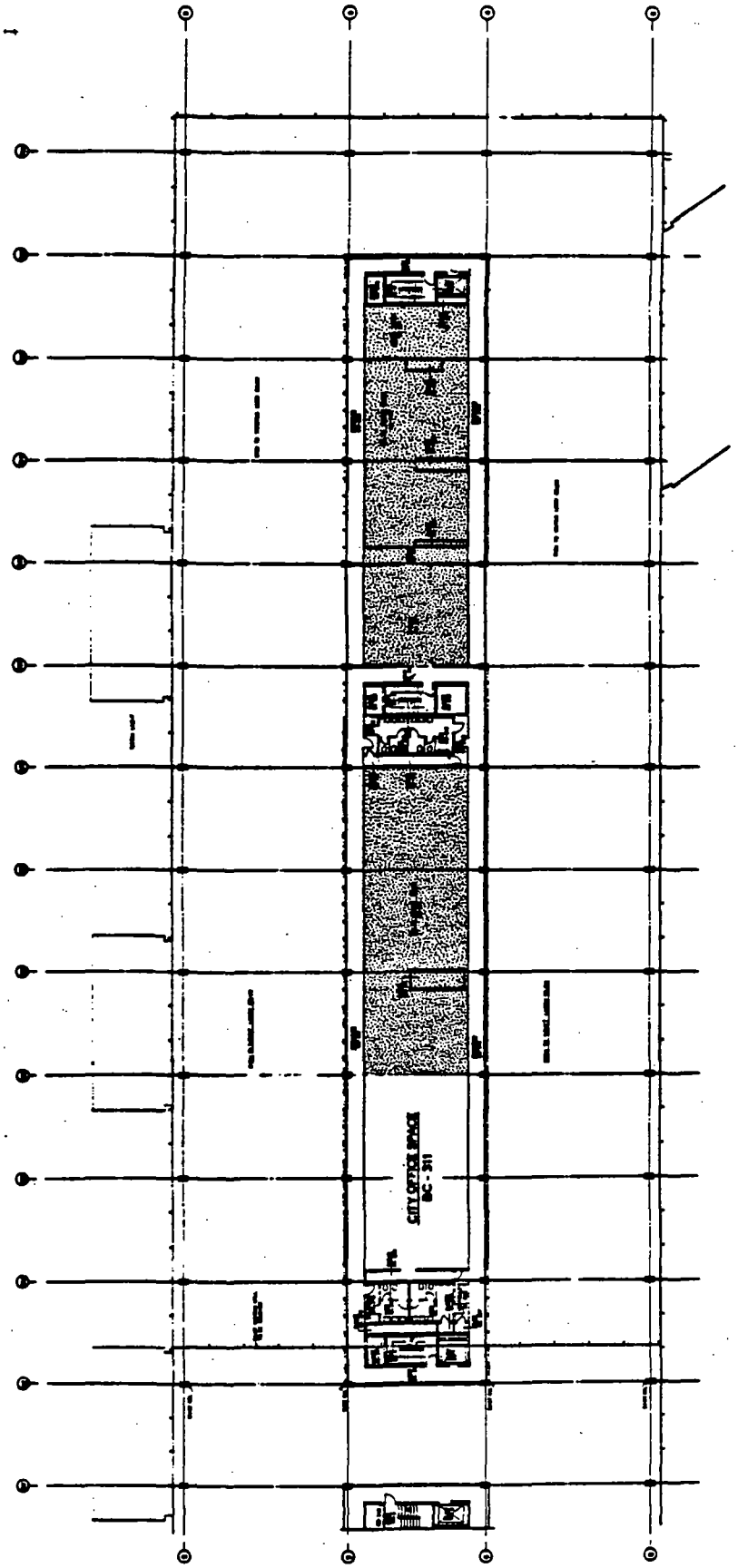
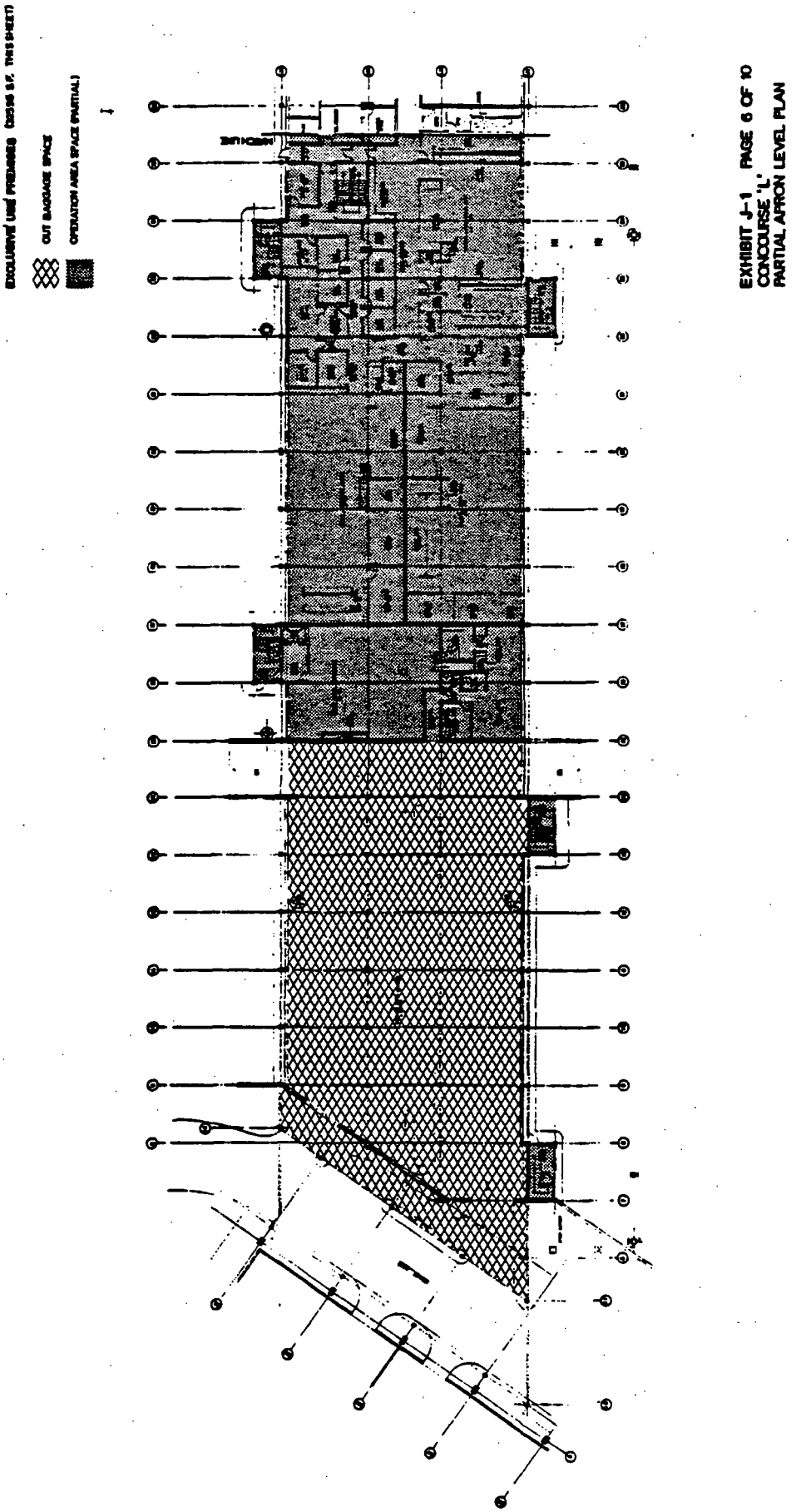


EXHIBIT J-1 PAGE 4 OF 10
TERMINAL NO. 3 EXPANSION
PARTIAL MEZZANINE LEVEL PLAN

EXCLUSIVE USE PREMISES (1495 S.F. THIS SHEET)

OUT BAGGAGE TUNNELS (PARTIAL)

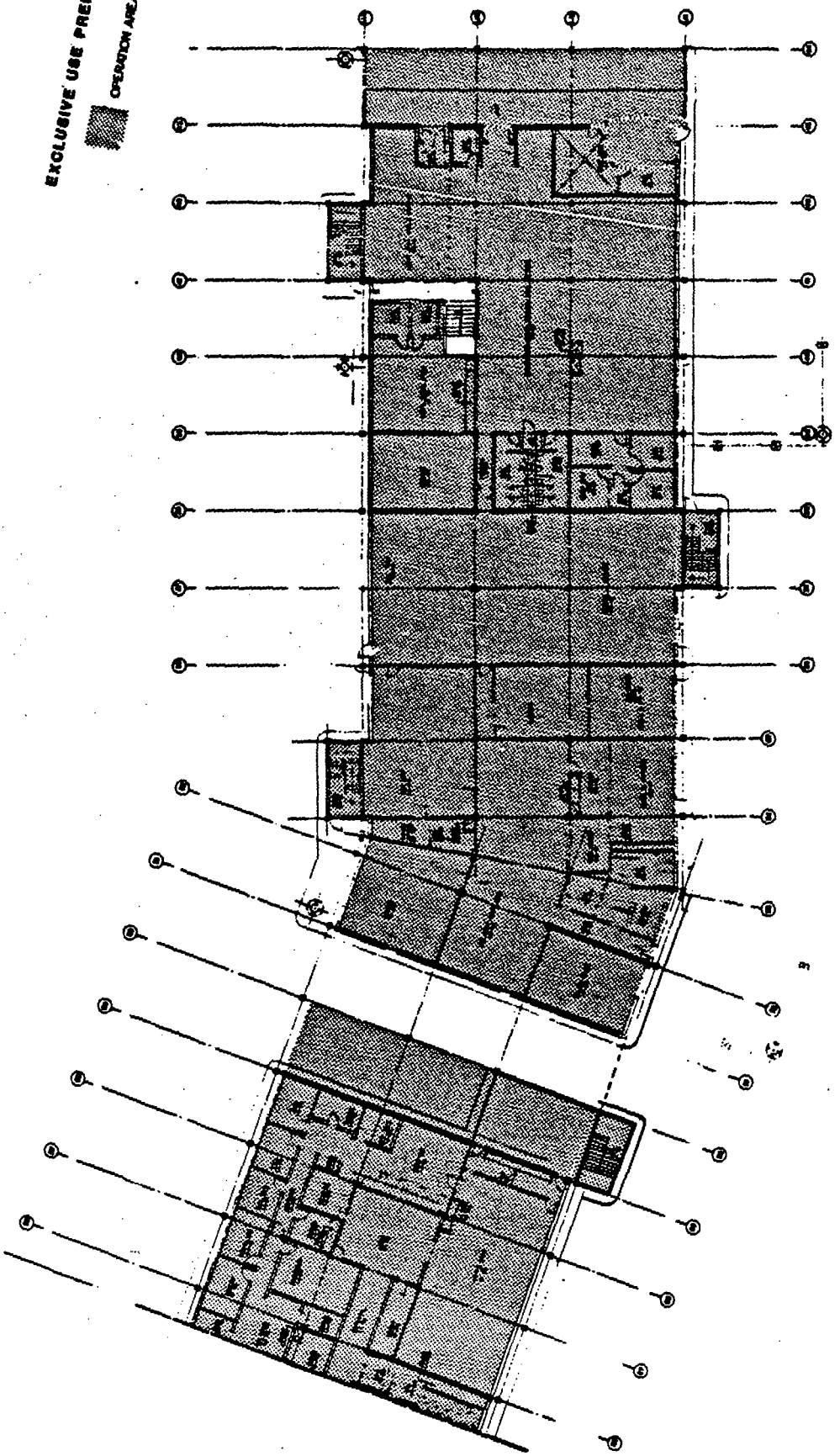
EXHIBIT J-1 PAGE 5 OF 10
CONCOURSE 'L'
BAGGAGE TUNNEL LEVEL PLAN


EXCLUSIVE USE PREMISES (SEE SHEET)
OUT BAGGAGE SPACE
OPERATION AREA SPACE (PARTIAL)
EXHIBIT J-1 PAGE 6 OF 10
CONCOURSE 'L'
PARTIAL APRON LEVEL PLAN

EXCLUSIVE USE PREMISES 87608 S.F. THIS SHEET)

OPERATION AREA SPACE (PARTIAL)

EXHIBIT J-1 PAGE 7 OF 10
CONCOURSE 'L'
PARTIAL APRON LEVEL PLAN



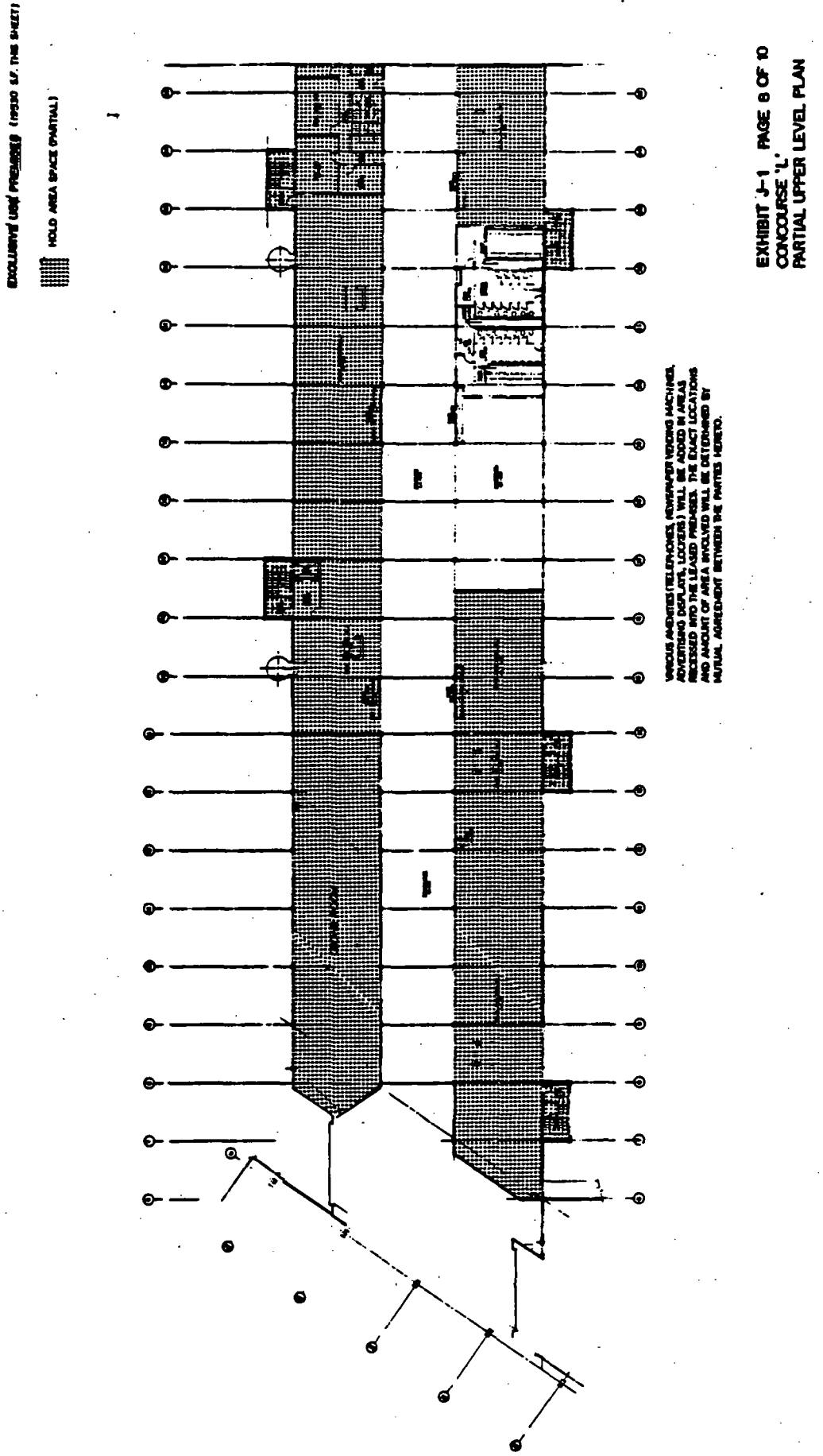
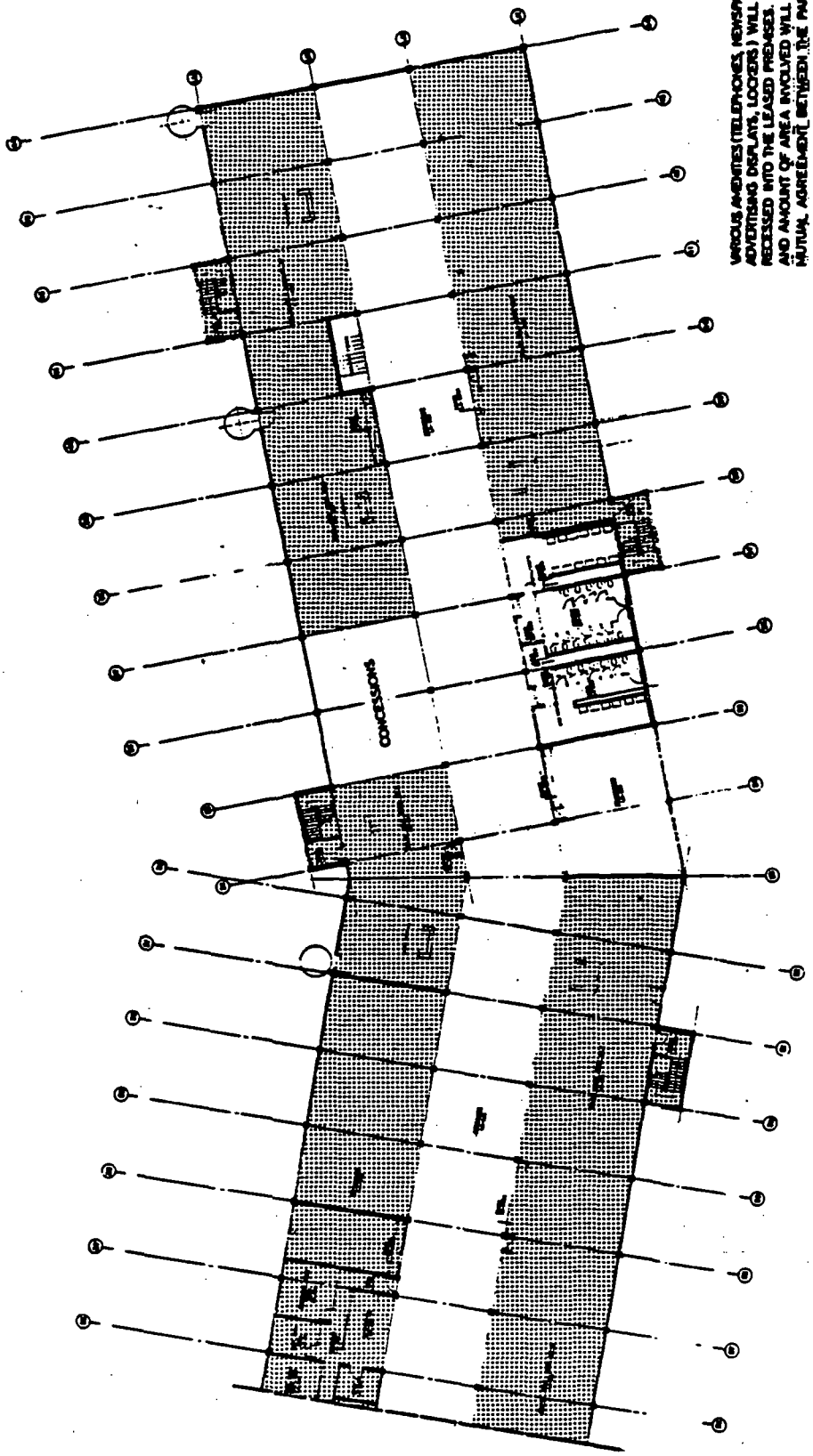


EXHIBIT J-1 PAGE 8 OF 10
CONCOURSE 'L'
PARTIAL UPPER LEVEL PLAN

EXCLUSIVE USE PREMISES (17325 S.F. THIS SHEET)

HOLD AREA SPACE (PARTIAL)



VARIOUS AMENITIES (TELEPHONES, NEWSPAPER VENDING MACHINES, ADVERTISING DISPLAYS, LOCKERS) WILL BE ADDED IN AREAS RECESSED INTO THE LEASED PREMISES. THE EXACT LOCATIONS AND AMOUNT OF AREA INVOLVED WILL BE DETERMINED BY MUTUAL AGREEMENT BETWEEN THE PARTIES HERETO.

EXHIBIT J-1 PAGE 9 OF 10
CONCOURSE 'L'
PARTIAL UPPER LEVEL PLAN

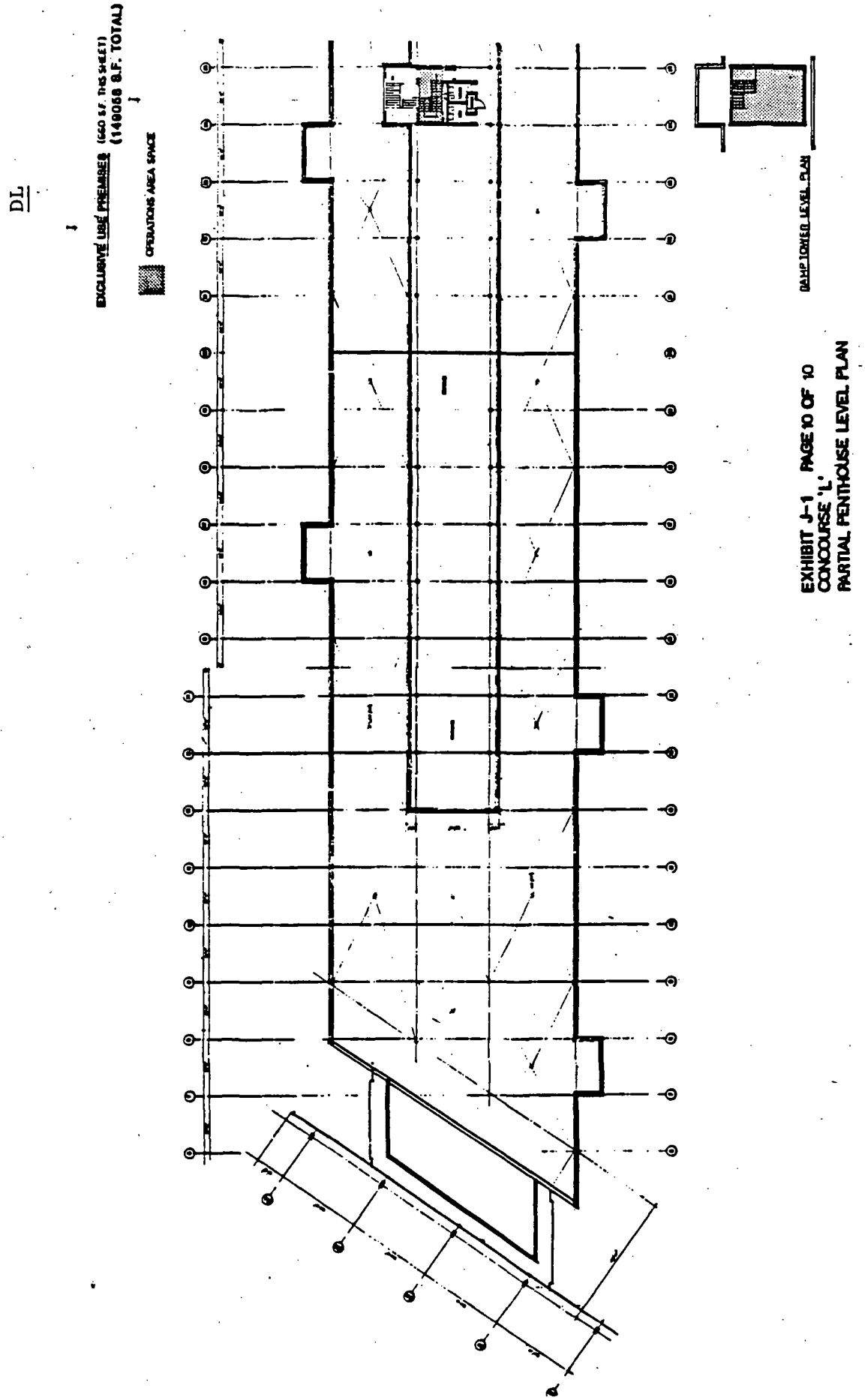
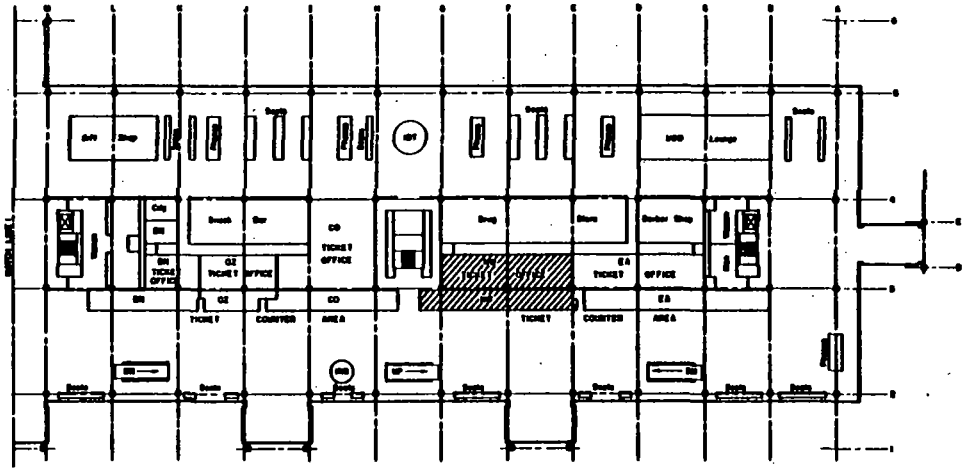
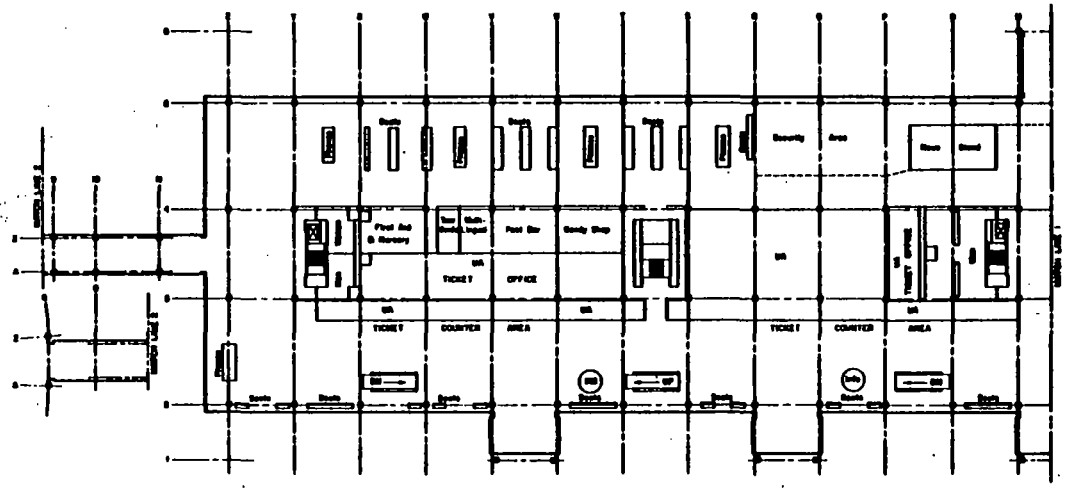


EXHIBIT J-1 PAGE 10 OF 10
CONCOURSE 'L'
PARTIAL PENTHOUSE LEVEL PLAN

Journal pages 15341 — 15354 are a part of the agreement with Northwest Orient Airlines, Inc. only.





AIRLINES TICKET AREA
(Second Floor Terminal 2)

	J
Terminal No. 2	
Basement	0
Lower Level	4,172
Upper Level	1,598
Mezzanine	0
Total	5,770
Concourse D	
Apron Level	9,597
Upper Levels	15,300
Total	24,897
Grand Total	30,667

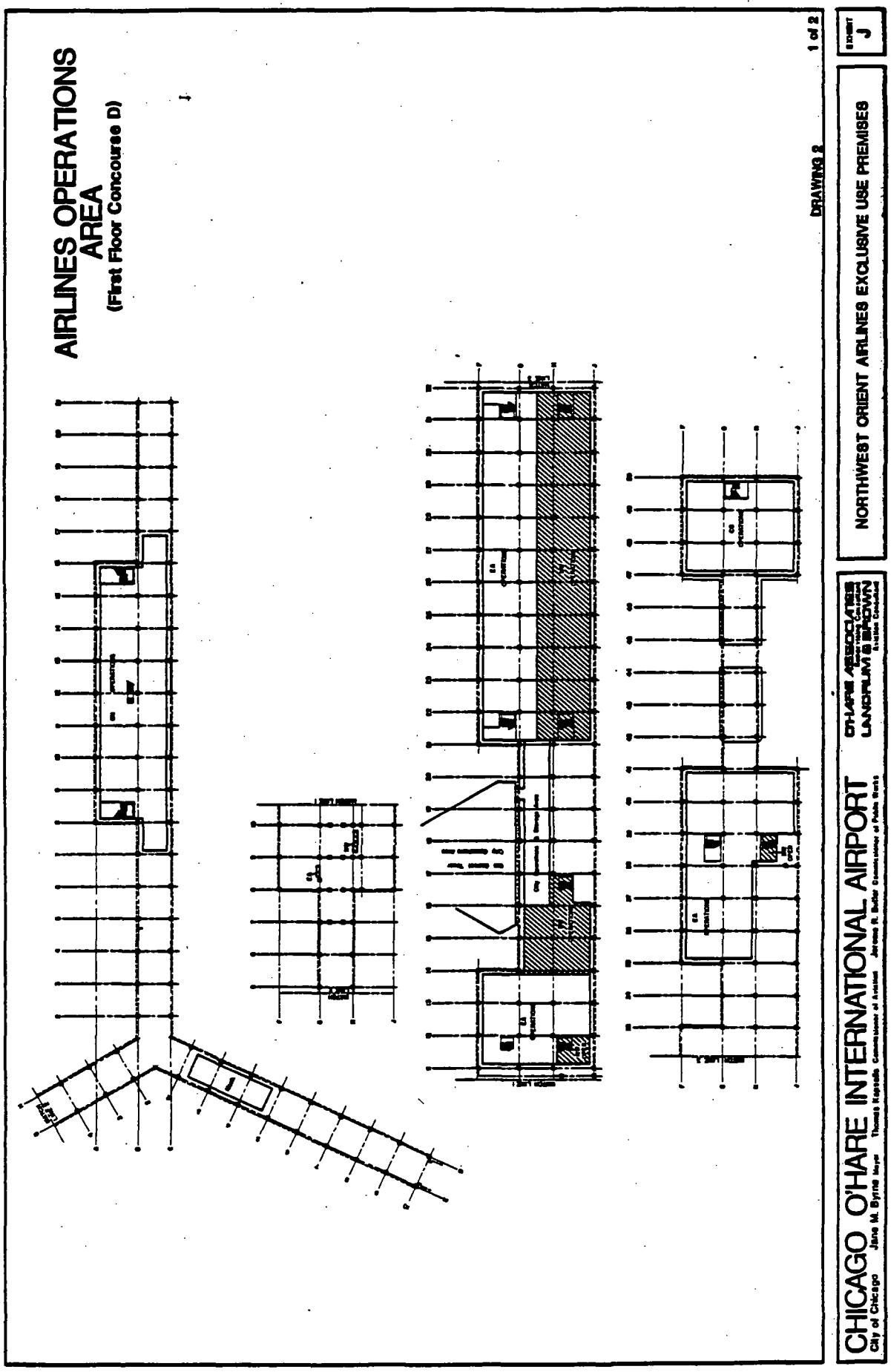
DRAWING 1

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Operating Consultant
LANDRUM & BROWN Aviation Consultant

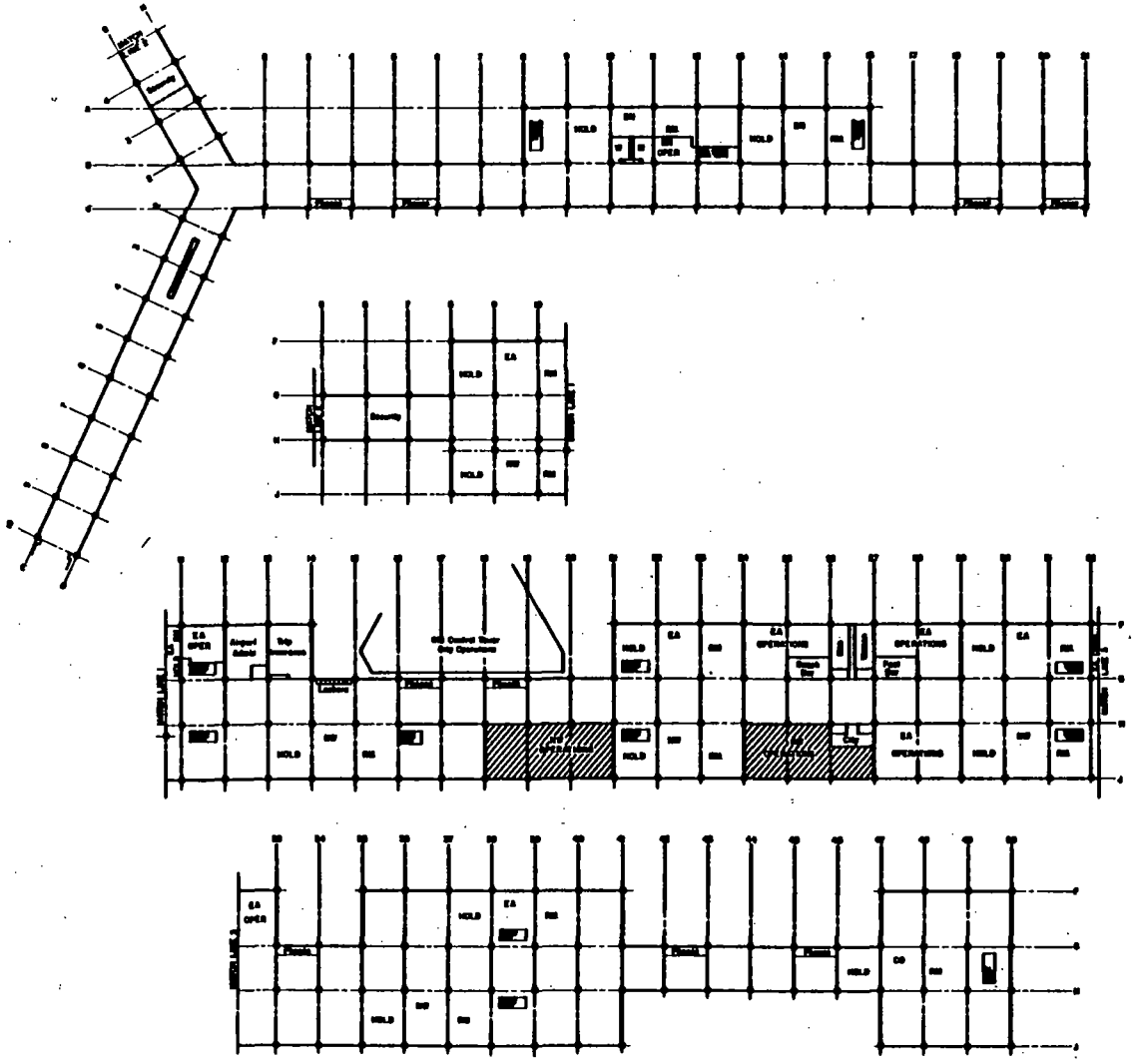
NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J


AIRLINES OPERATIONS AREA
(First Floor Concourse D)
1 of 2
DRAWING 2
EXHIBIT J
NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
CHAPMAN ASSOCIATES
LANDRUM & BROWN

AIRLINES OPERATIONS AREA

(Second Floor Concourse D)



DRAWING 2 2 of 2

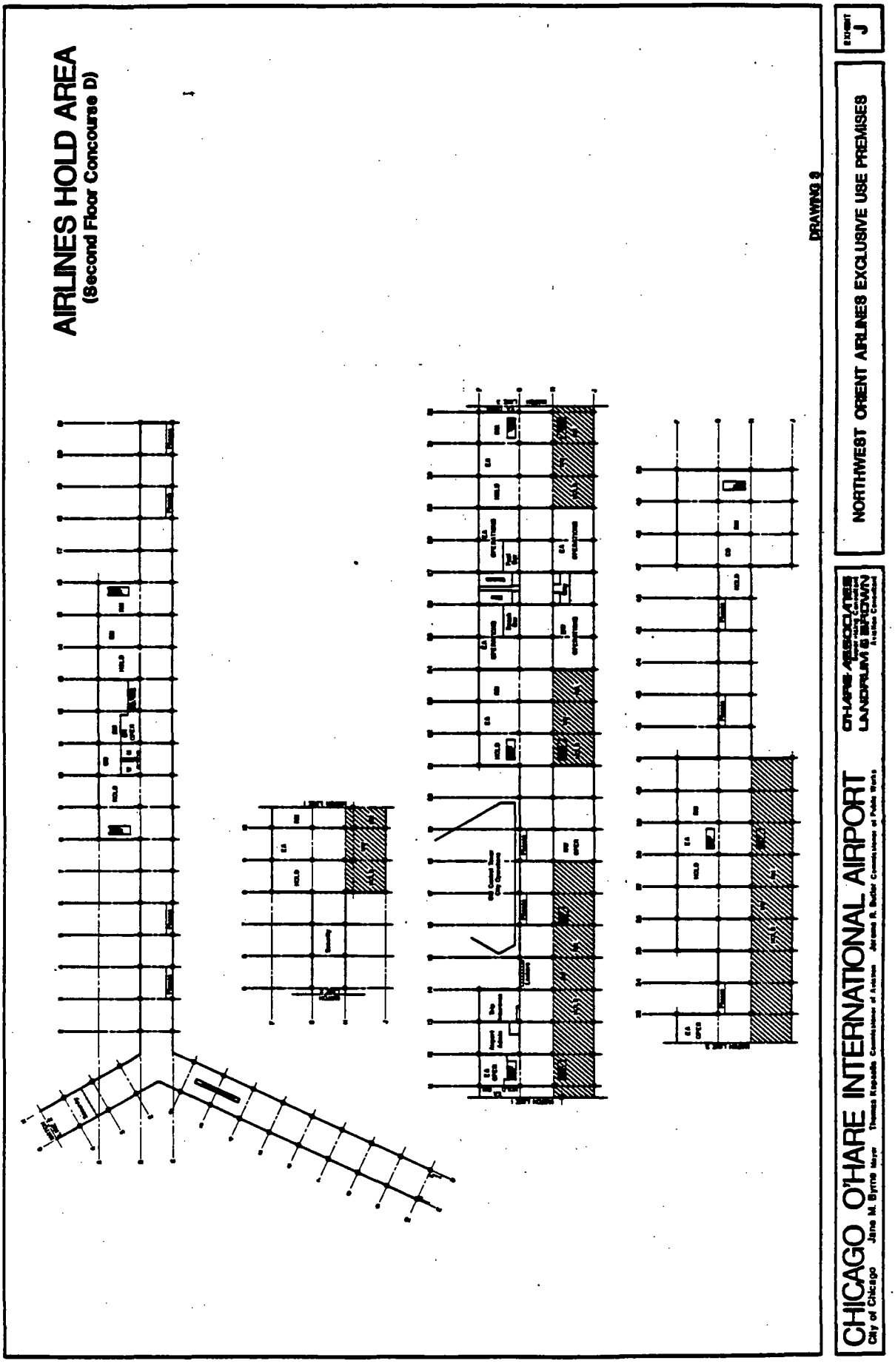
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kopsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

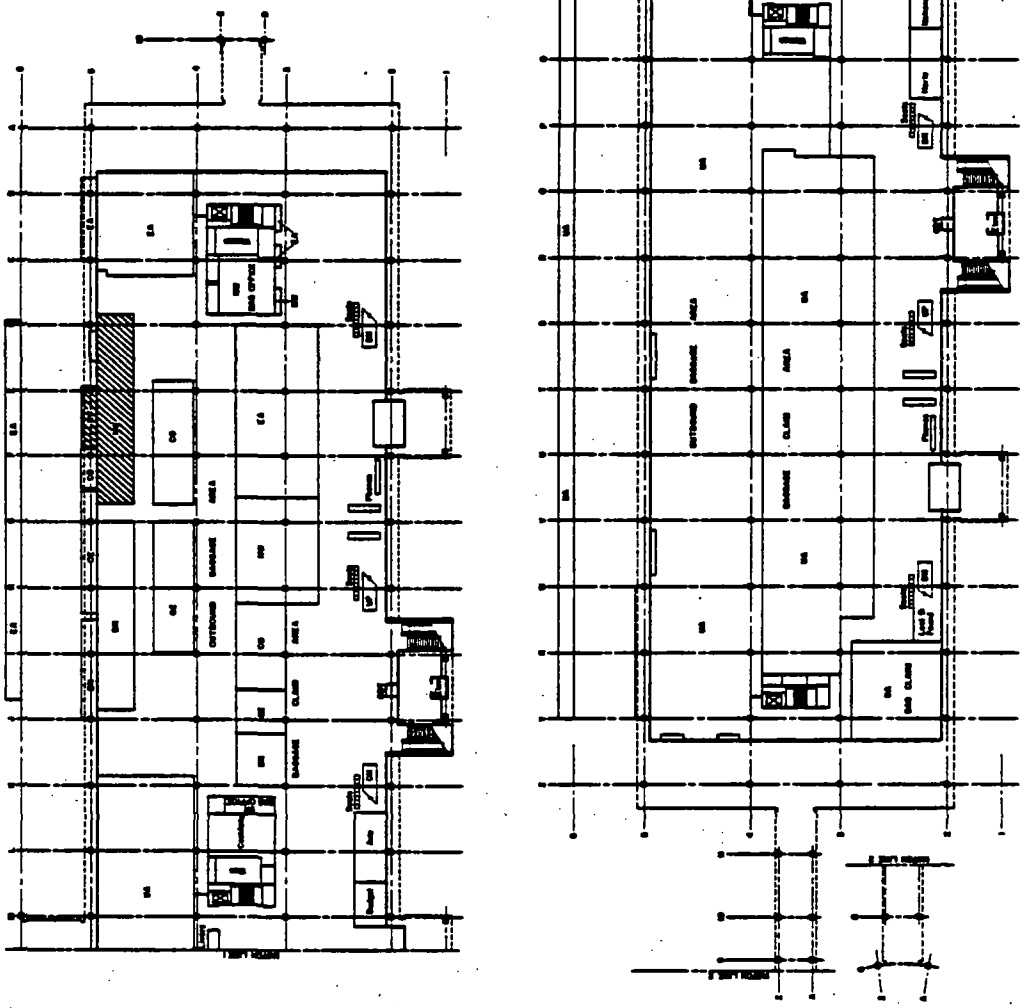
O'HARE ASSOCIATES Supervising Consultant LANDRUM & BROWN Aviation Consultant

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J


AIRLINES HOLD AREA
(Second Floor Concourse D)
DRAWING 9
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
CHARLES ASSOCIATES
LANDRUM & BROWN
NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J

AIRLINES OUTBOUND BAGGAGE AREA
(First Floor Terminal 2)



DRAWING 4

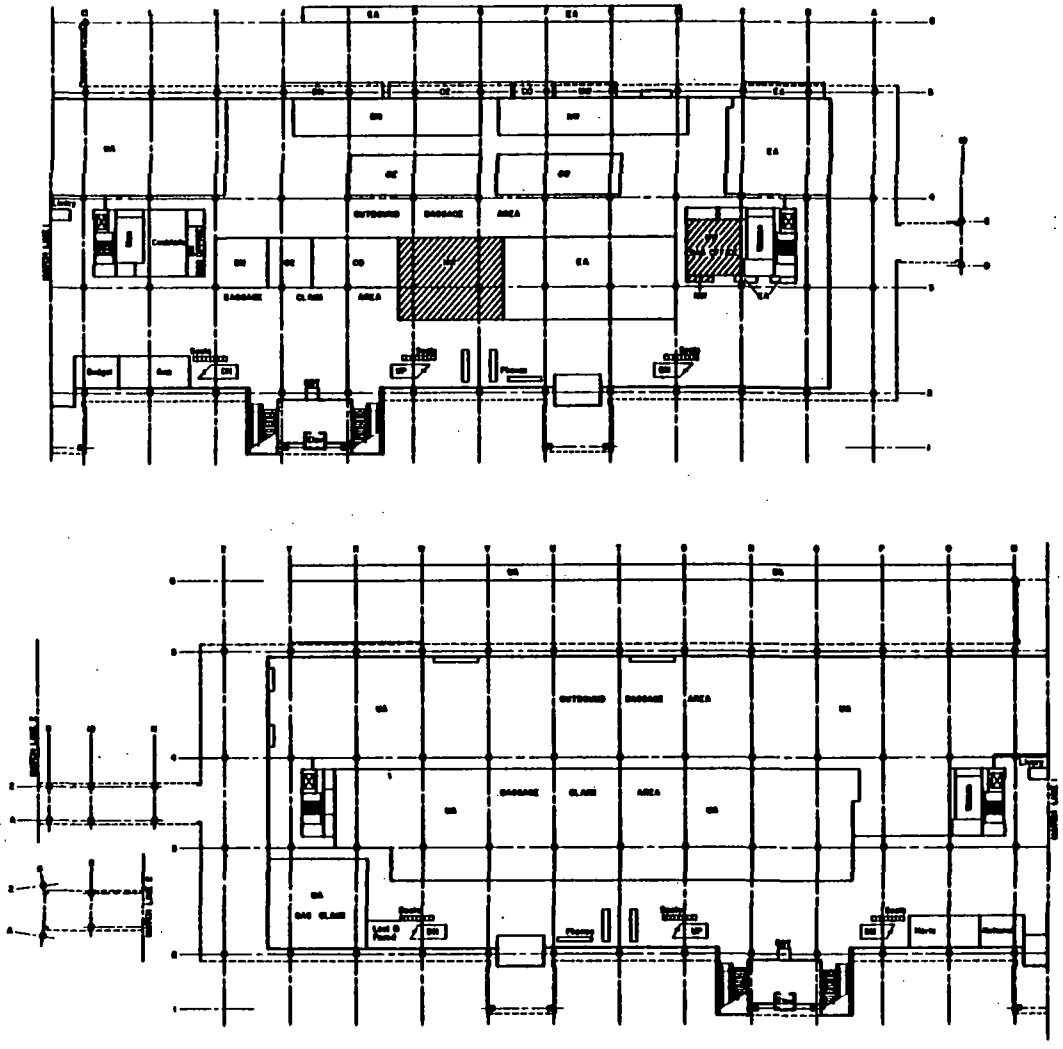
EXHIBIT J

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

CHAPIN ASSOCIATES ARCHITECTS
LANDRUM & BROWN Aviation Consultant

AIRLINES BAGGAGE CLAIM AREA
(First Floor Terminal 2)



DRAWING 6

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

CHARLES ASSOCIATES Construction Consultants
LANDRUM & BROWN Aviation Consultant

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

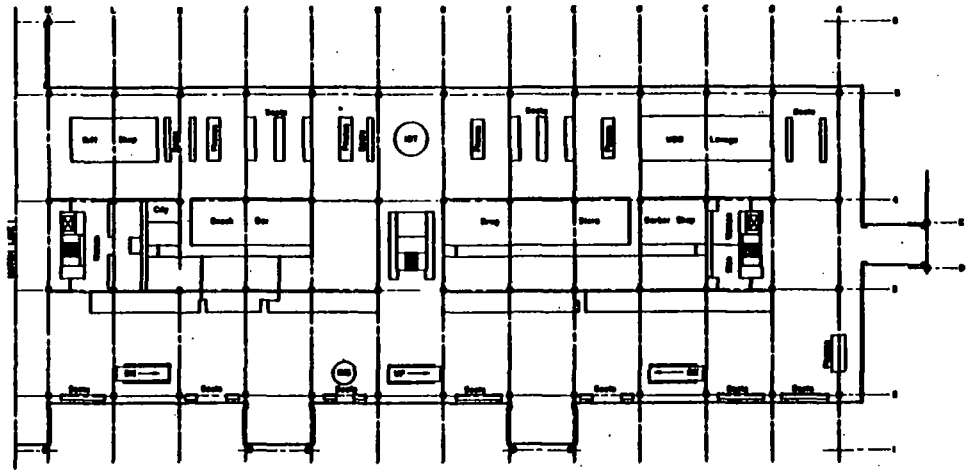
NW

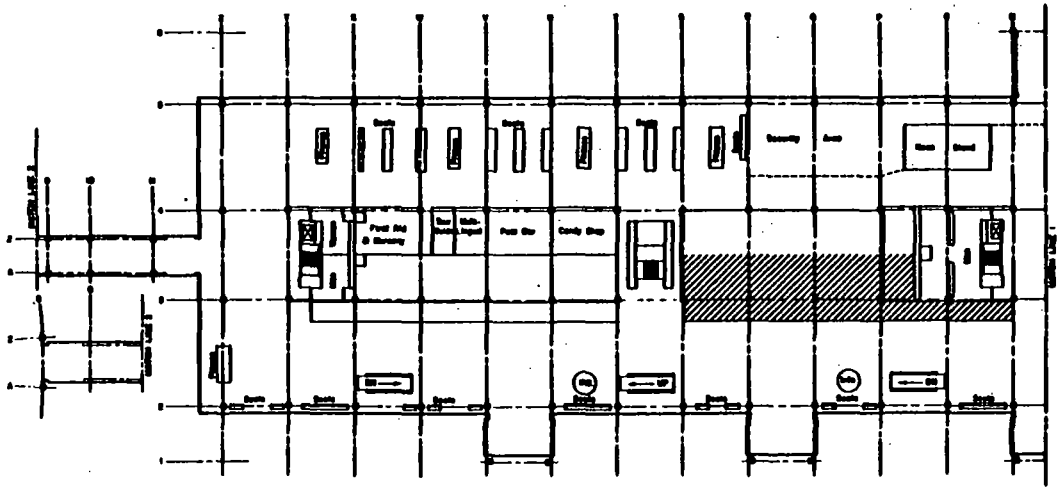
EXHIBIT J-1

AIRLINE'S PHASE II EXCLUSIVE USE PREMISES

(a) City and Airline agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 2 and Concourse E, which are depicted in the Drawings of this Exhibit J-1, shall comprise approximately 100,655 square feet, of which 30,667 square feet shall be deemed Airline's Existing Footage, and approximately 69,988 square feet shall be deemed Airline's Additional Footage, which designation may be changed pursuant to subparagraph (d) below.

(b) City and Airline agree that the exact configuration of the Exclusive Use Premises are subject to changes and refinements prior to Airline's Date of Beneficial Occupancy with regard thereto, which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made and all necessary construction drawings are completed, appropriate amendment shall be made to this Exhibit J-1.





Terminal No. 2	
Basement	-
Lower Level	12,405
Upper Level	3,555
Mezzanine	1,500
Total	17,460
Concourse E & F	
Apron Level	48,880
Upper Level	34,315
Total	83,195
Grand Total	100,655

TERMINAL 2 SECOND LEVEL

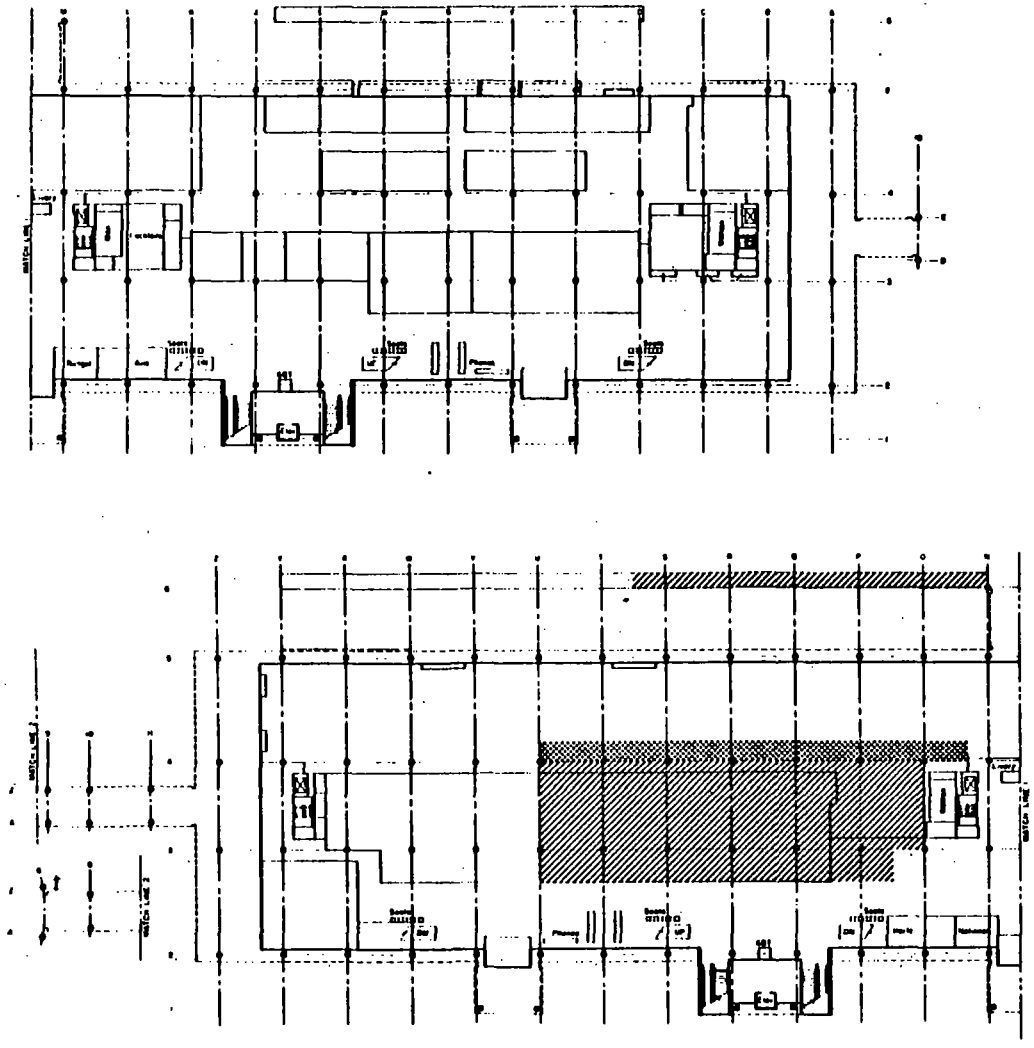
DRAWING 1

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Operating Consultant
LANDRUM & BROWN
Aviation Consultant

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1



Exclusive Use Premises

Joint Use Cart Drive

TERMINAL 2 FIRST LEVEL

DRAWING 2

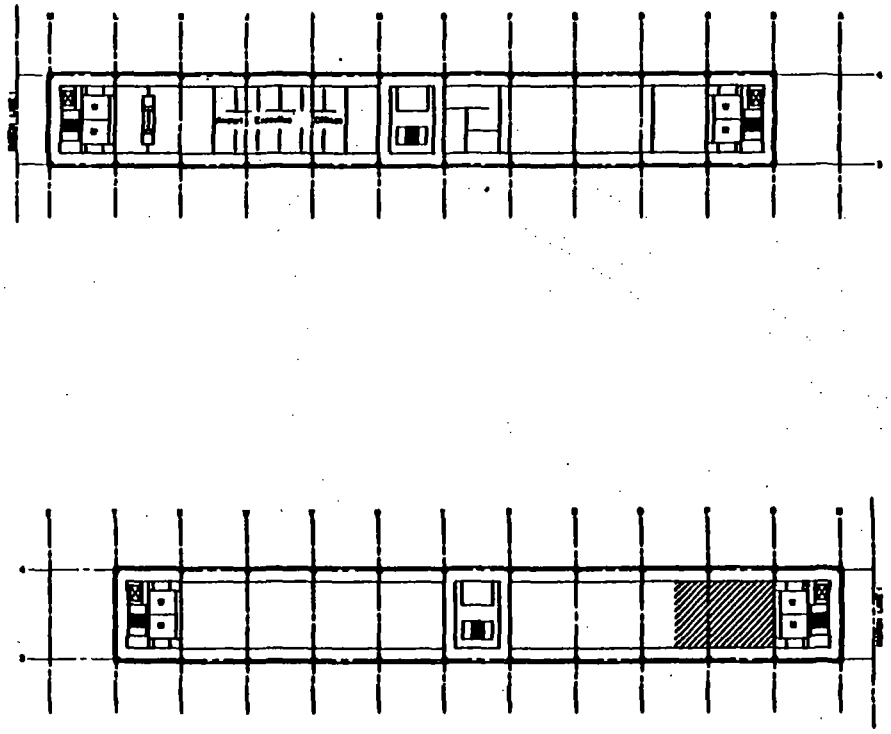
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultants
LANDRUM & BROWN
Airplan Consultants

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1



TERMINAL 2 MEZZANINE LEVEL

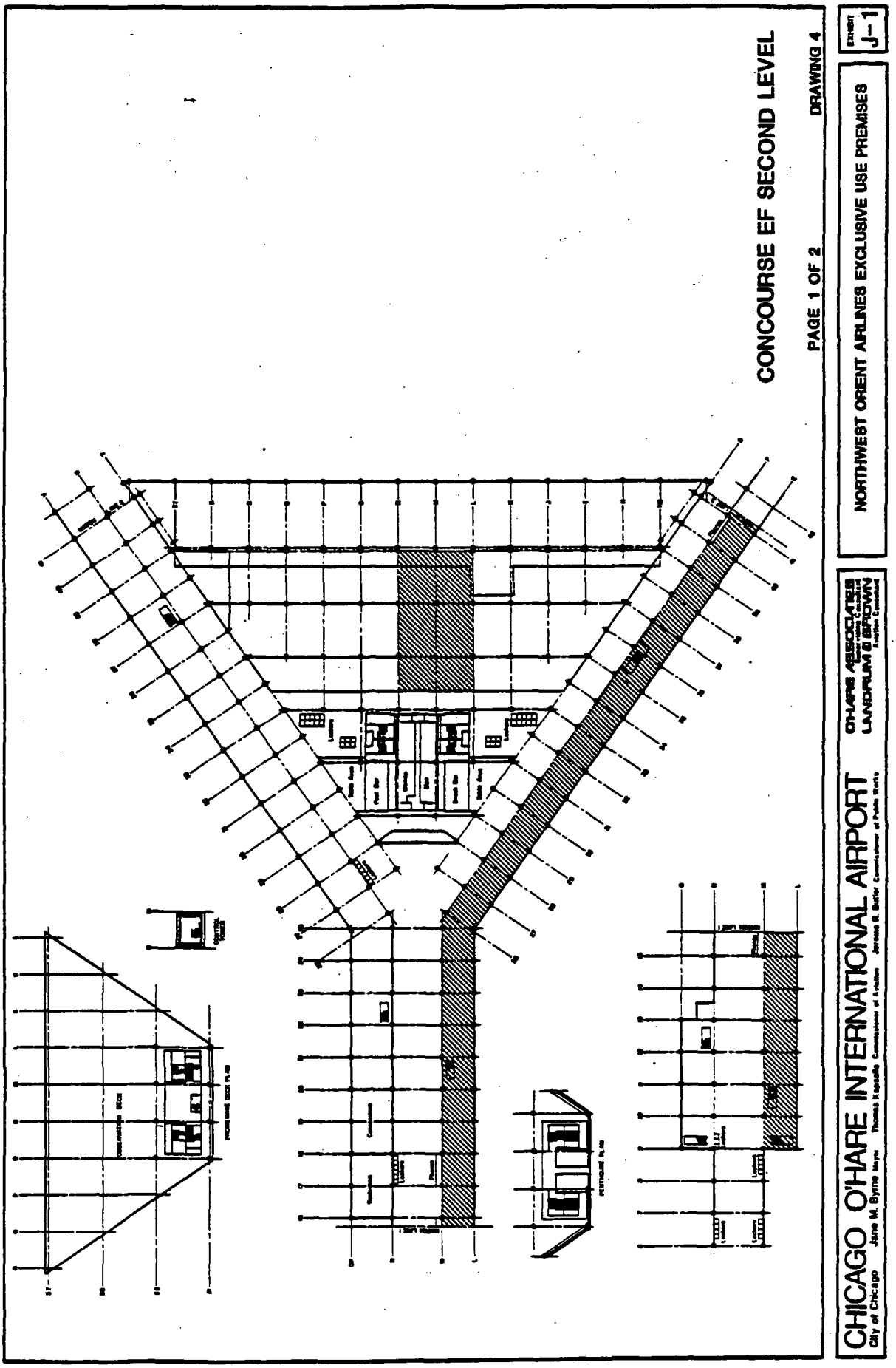
DRAWING 3

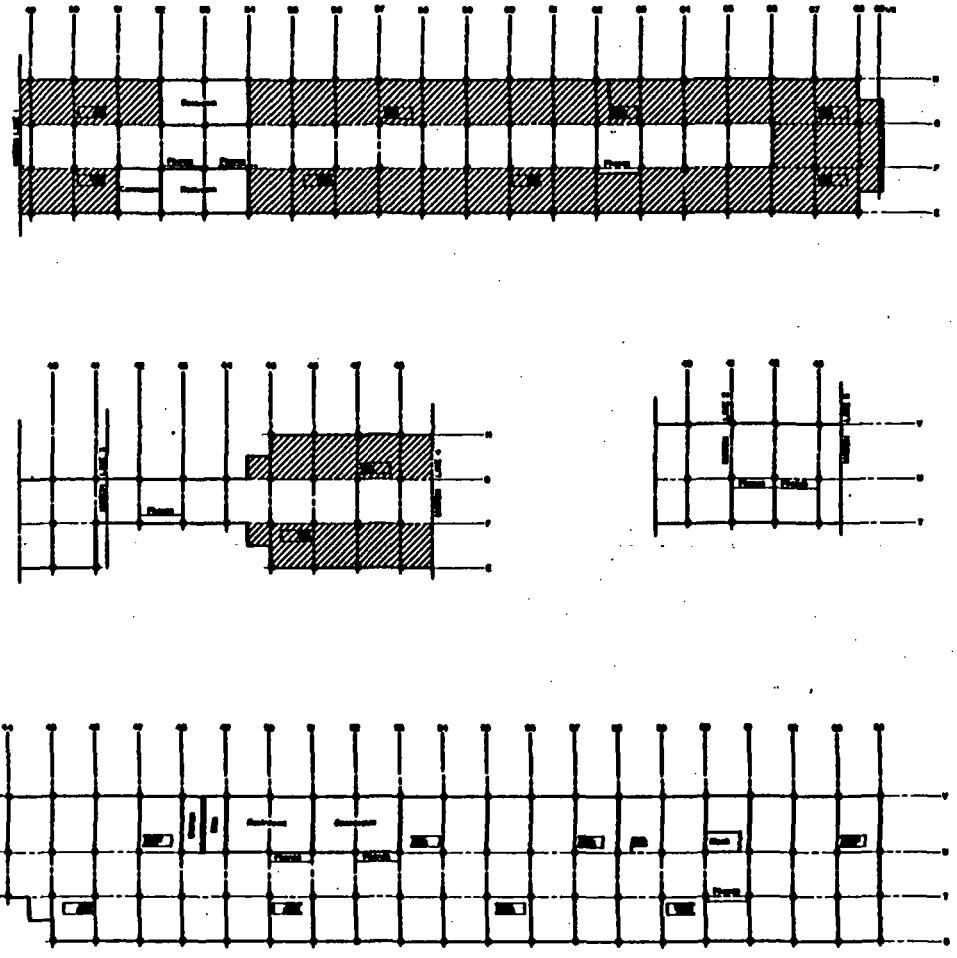
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1


CONCOURSE EF SECOND LEVEL
PAGE 1 OF 2
DRAWING 4
NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Hynes Commissioner of Aviation Jerome R. Butler Commissioner of Public Works
CHAPIS ASSOCIATES
LANDRUM & BROWN



CONCOURSE EF SECOND LEVEL

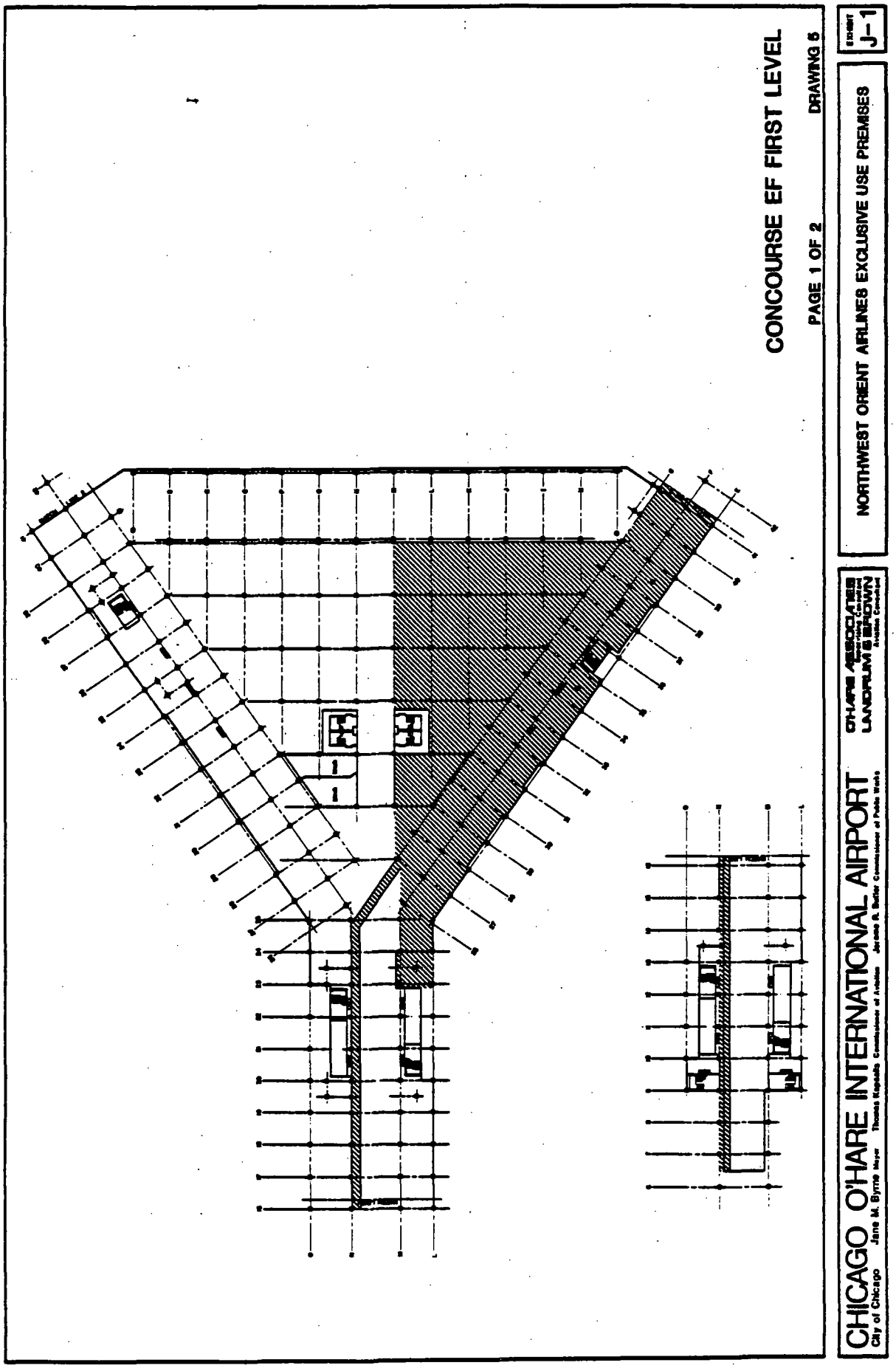
PAGE 2 OF 2 DRAWING 4

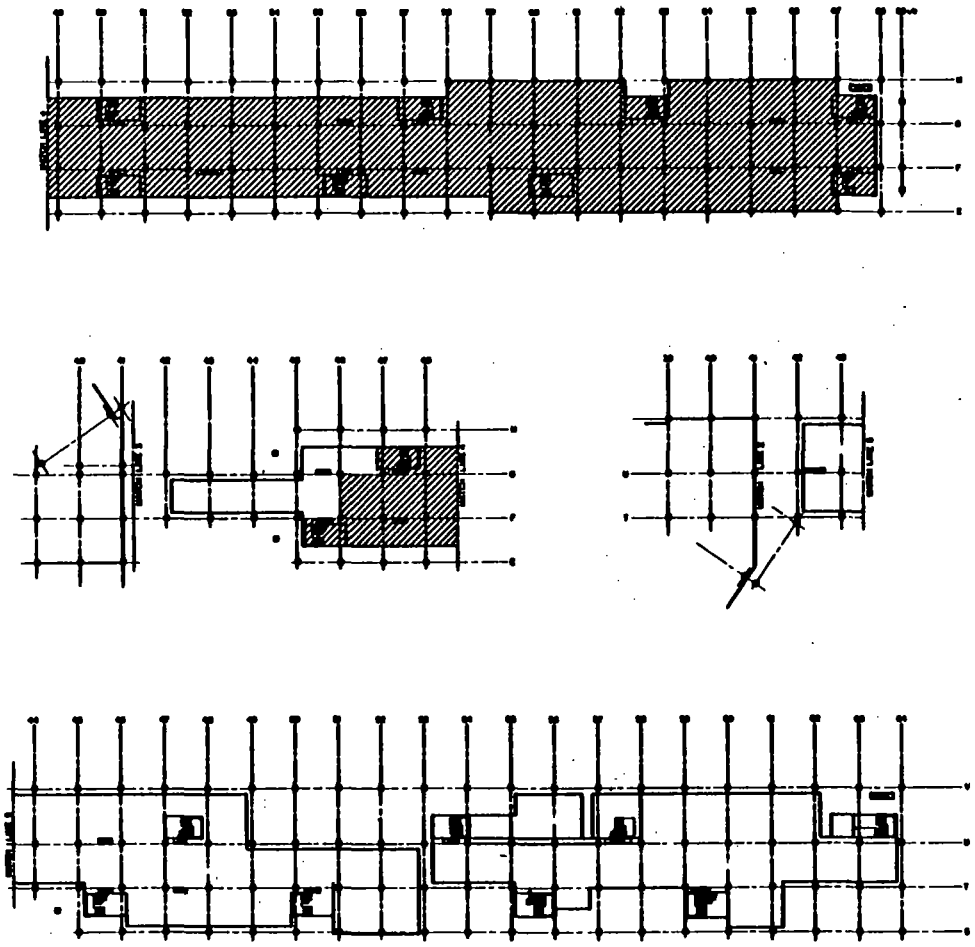
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Engineering Consultant
LANDRUM & BROWN
Aviation Consultant

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1


CONCOURSE EF FIRST LEVEL
PAGE 1 OF 2
DRAWING 5
NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
Jane M. Byrne Mayor
Thomas Kapsalis Commissioner of Aviation
James A. Butler Commissioner of Public Works
CHARLES ASSOCIATES
LANDRUM & BROWN
Aviation Consultant



CONCOURSE EF FIRST LEVEL

PAGE 2 OF 2 DRAWING 5

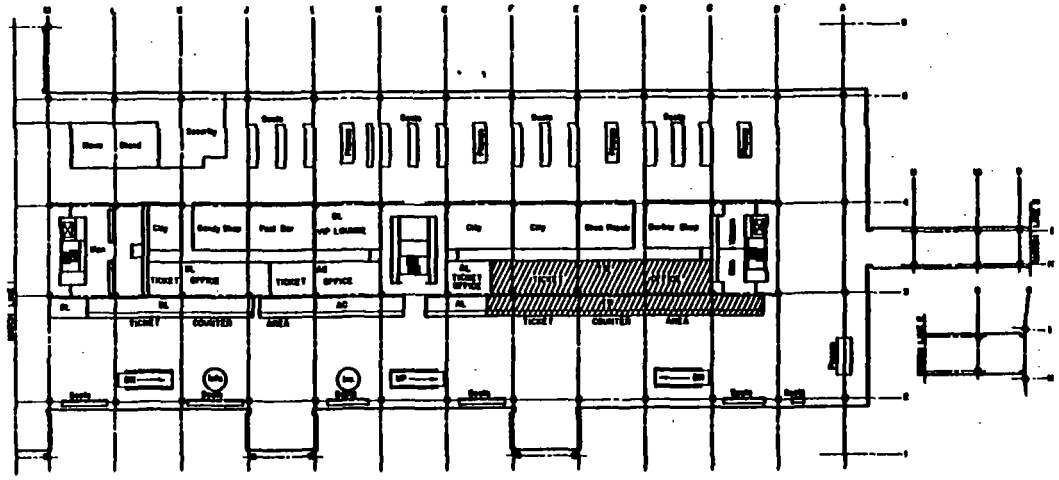
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

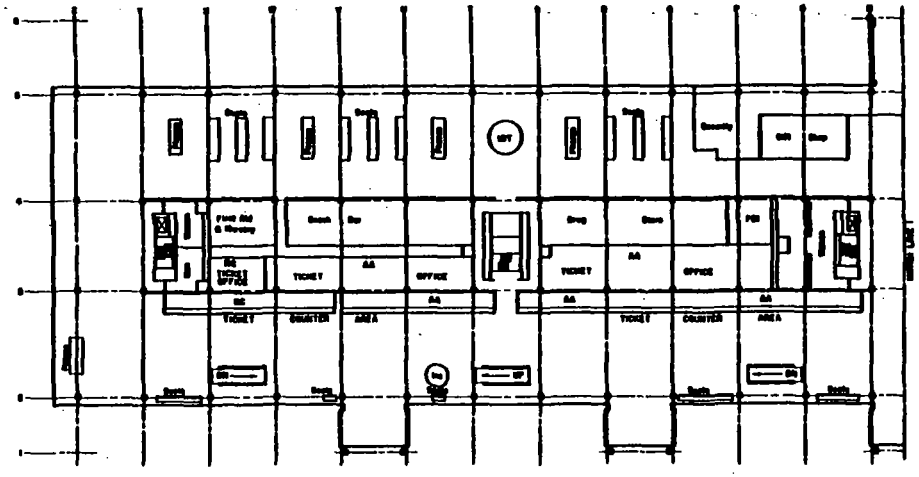
O'HARE ASSOCIATES
Operating Consultant
LANDRUM & BROWN
Aviation Consultant

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1

Journal pages 15356 — 15371 are a part of the agreement with Trans World Airlines, Inc. only





AIRLINES TICKET AREA
(Second Floor Terminal 3)

Terminal No. 3	
Basement	1,360
Lower Level	11,755
Upper Level	2,729
Mezzanine	5,368
Total	21,212
Concourse G	
Apron Level	28,456
Upper Levels	19,553
Total	48,009
Grand Total	69,221

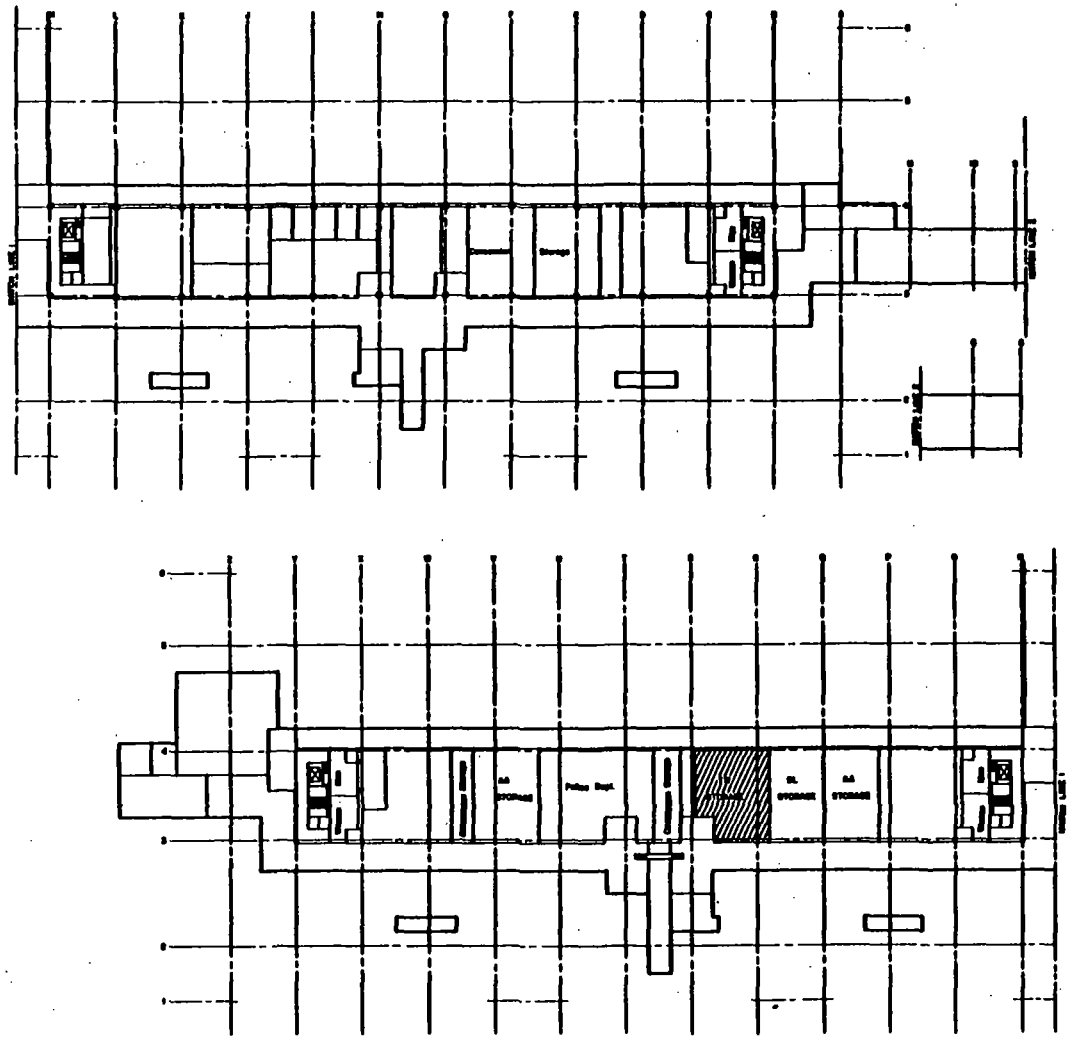
DRAWING 1

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Koppelis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J



AIRLINES OPERATIONS AREA

(Basement Floor Terminal 3)

DRAWING 2 1 of 8

CHICAGO O'HARE INTERNATIONAL AIRPORT

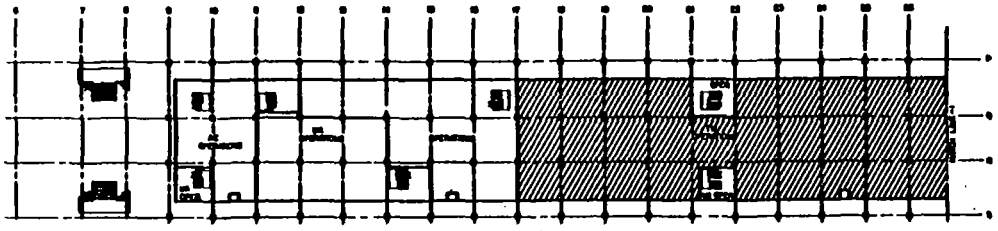
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

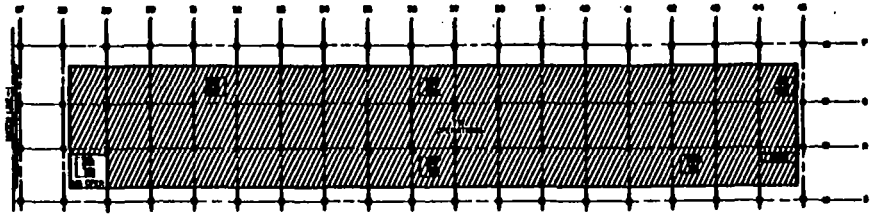
O'HARE ASSOCIATES Operating Consultant LANDRUM & BROWN Aviation Consultant

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES OPERATIONS AREA
(First Floor Concourse G)





DRAWING 2 2 of 3

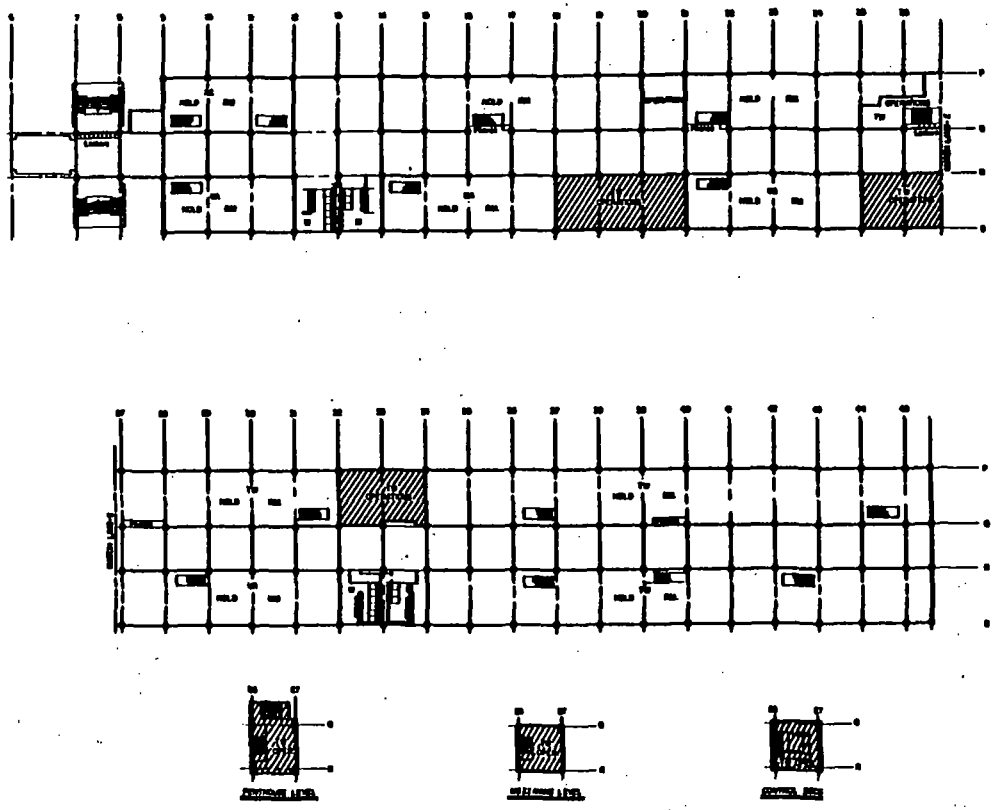
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

CH-LAPIS ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES OPERATIONS AREA
(Second Floor Concourse G)



DRAWING 2 3 of 8

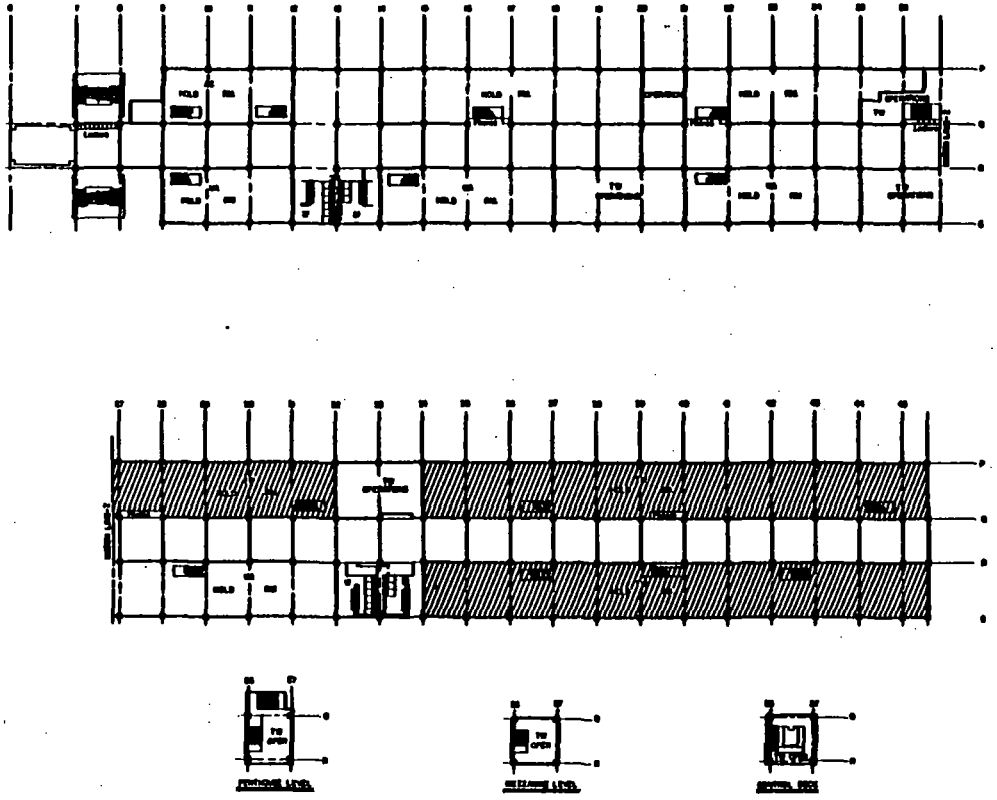
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES HOLD AREA
(Second Floor Concourse G)



DRAWING 9

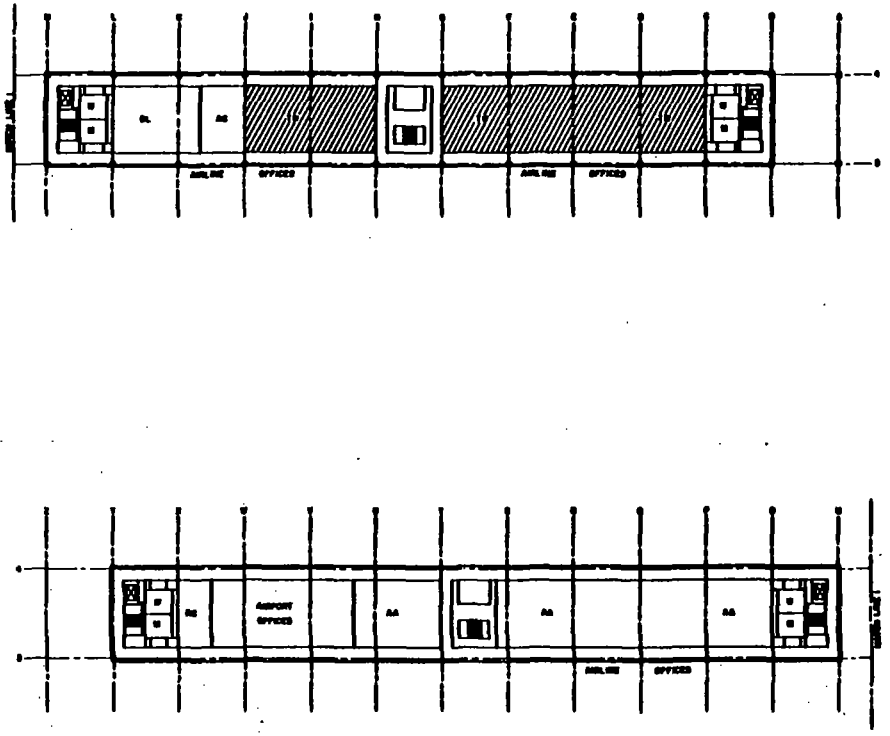
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Engineering Consultant
LANDRUM & BROWN Aviation Consultant

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES MEZZANINE AREA
(Mezzanine Floor Terminal 3)



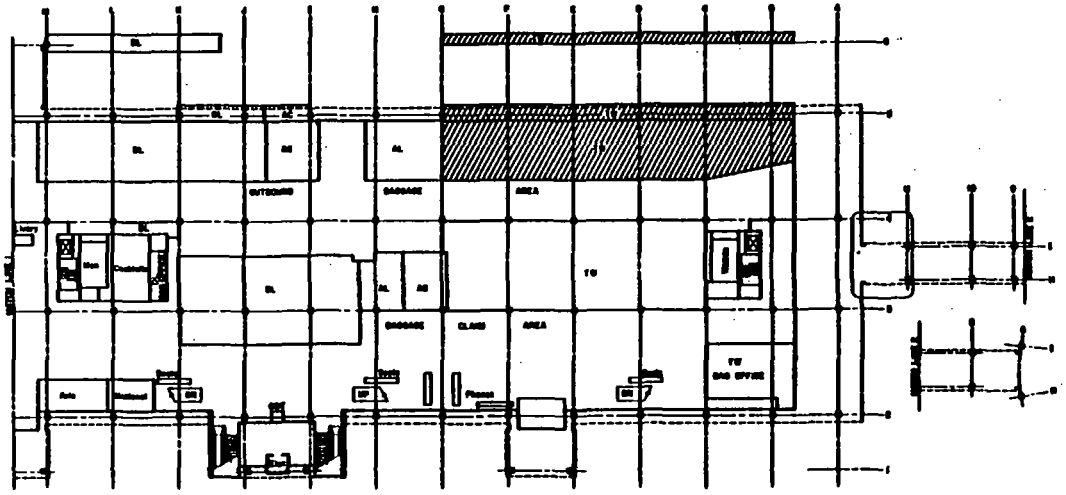
DRAWING 4

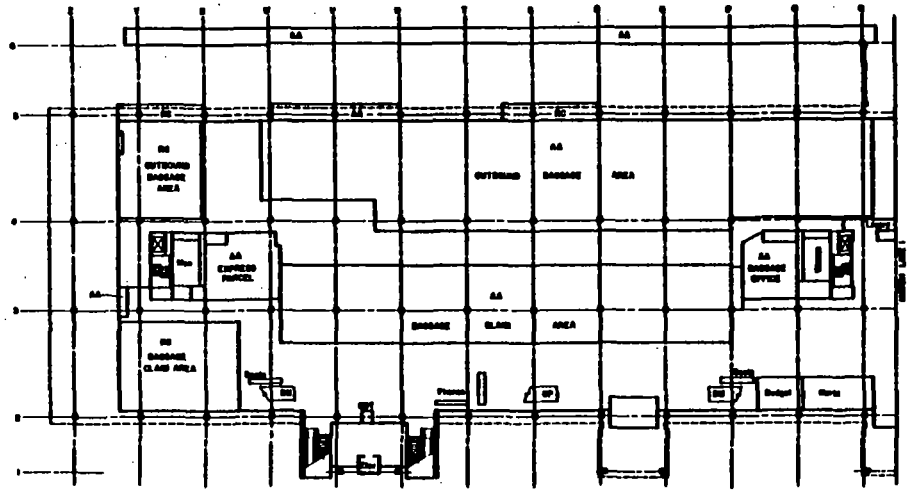
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Engineering Consultant
LANDRUM & BROWN
Aviation Consultant

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J





AIRLINES OUTBOUND BAGGAGE AREA

(First Floor Terminal 3)

DRAWING 6

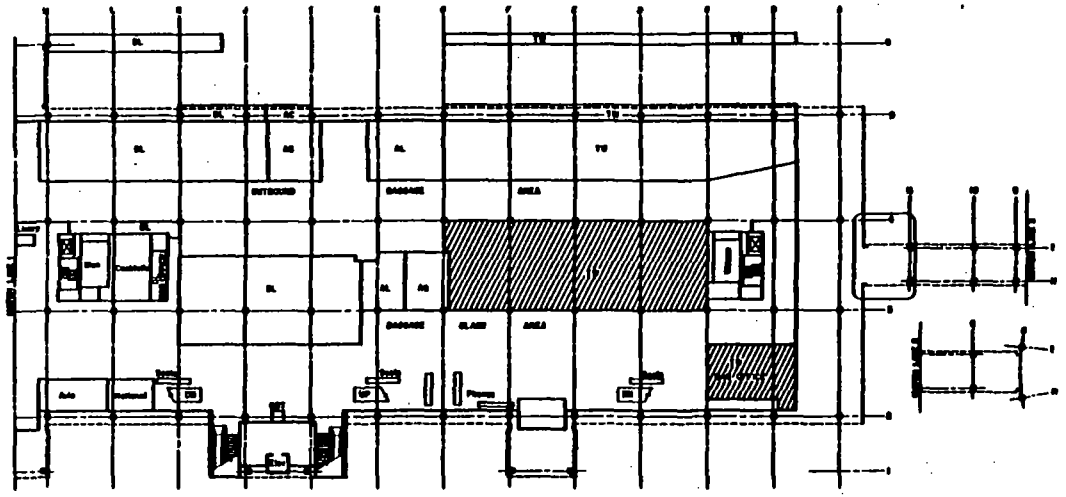
CHICAGO O'HARE INTERNATIONAL AIRPORT

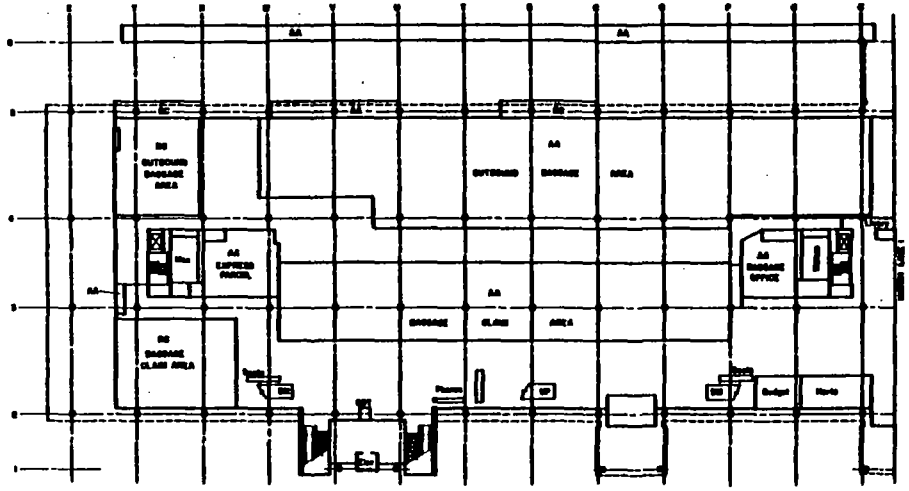
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant LANDRUM & BROWN Aviation Consultant

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J





AIRLINES BAGGAGE CLAIM AREA
(First Floor Terminal 3)

DRAWING 6

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapoulis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Airport Planning Consultants
LANDRUM & BROWN Aviation Consultants

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

TWA

EXHIBIT J-1

AIRLINE'S PHASE II EXCLUSIVE USE PREMISES

(a) City and Airline agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 3 and Concourse G, which are depicted in the Drawings of this Exhibit J-1, shall comprise approximately 59,696 square feet, of which 56,438 square feet shall be deemed Airline's Existing Footage, and approximately 3,258 square feet shall be deemed Airline's Additional Footage, which designation may be changed pursuant to subparagraph (d) below.

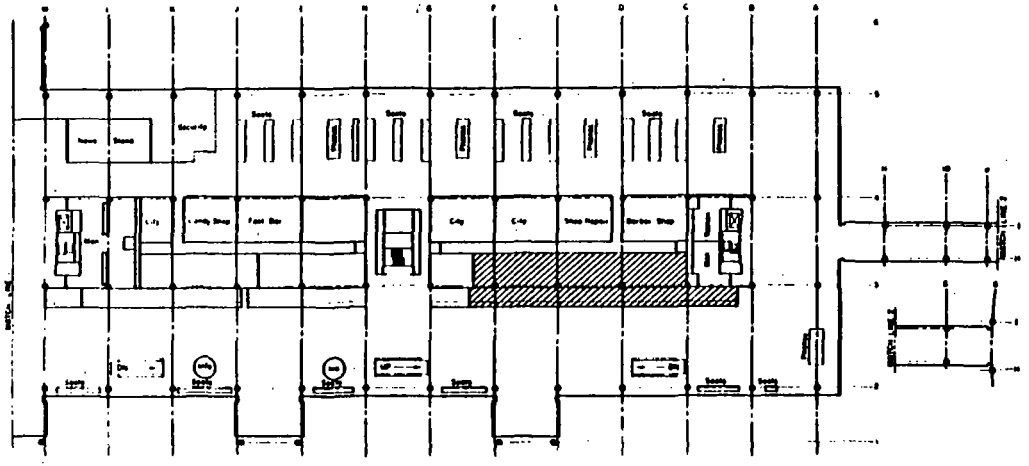
(b) City and Airline agree that the exact configuration of the Exclusive Use Premises is subject to changes and refinements prior to Airline's Date of Beneficial Occupancy with regard thereto, which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made and all necessary construction drawings are completed, appropriate amendment shall be made to this Exhibit J-1.

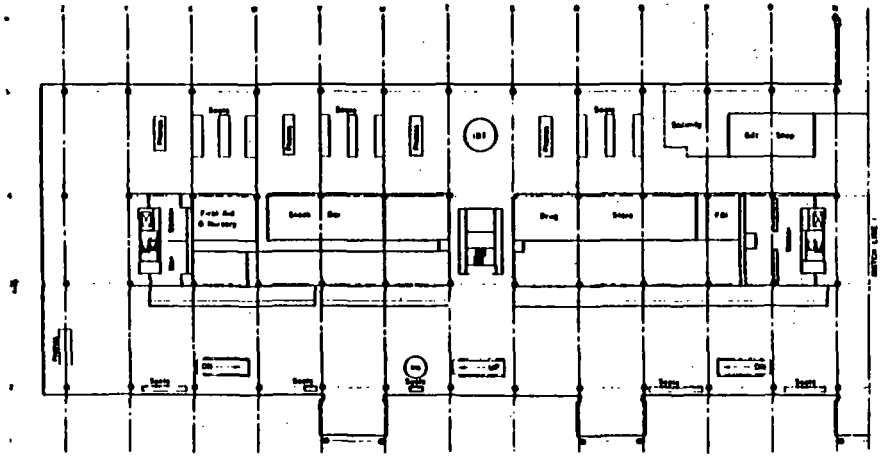
(c) Airline agrees that at any time prior to the Date of Beneficial Occupancy for Airline's Phase II Exclusive Use Premises, it shall be willing and shall continuously offer to enter into a gate sharing arrangement for the airplane gate occupying the northernmost 128 linear feet on the western face of Concourse G (as depicted on Drawing No. 1 of this Exhibit K-1), together with the associated hold room space with Republic Airline, Inc. ("Republic"), which gate sharing arrangement shall have the following terms: (i) gate space shall be available to Republic, in at least two hour blocks, from 7:00 A.M. to 10:00 P.M. daily; (ii) in the case of schedule conflicts, Airline's schedule needs will prevail as long as the conditions of subsection (i) are satisfied; (iii) Republic will pay a prorata share of rentals and charges attributable to such Exclusive Use Premises based on its actual usage; (iv) both Airline and Republic will use their best efforts to coordinate schedules and cooperate with one another for the purpose of operating such facilities with optimum efficiency and (v) such agreement shall continue, at the option of Republic, throughout the term of this Agreement.

(d) In the event that, as of the Date of Beneficial Occupancy for Airline's Phase II Exclusive Use Premises, Airline has been willing to enter into the agreement described in subparagraph (c) above and Republic, for any reason, has refused to enter into such agreement, Airline shall henceforth be freed from any obligation hereunder to enter into such an agreement with Republic and Airline will then be deemed to occupy 51,461 square feet of Airline's Existing Footage and 8,235 square feet of Airline's Additional Footage as Airline's Phase II Exclusive Use Premises.

(e) City and Airline agree that the number of square feet set forth in paragraph (a) above includes approximately 1,200 square feet which may be constructed as an extension of Concourse G, as shown on Drawing 4 of this Exhibit J-1. On or prior to the Date of Beneficial Occupancy of Airline's Phase II Exclusive Use Premises, Airline may, upon written notice to City, exercise an option not to have such extension constructed. In the event Airline exercises such option, 1,200 square feet will be deducted from the square footage totals set forth in paragraph (a) above, and Airline's Phase II Exclusive Use Premises shall comprise approximately 60,998 square feet, of which 57,740 shall be Existing Footage.

(f) Airline's Exclusive Use Premises on the first level of Terminal 3, as shown on Drawing 2 of this Exhibit J-1, include the relocation of Airline's Bag Office. Such relocation is contemplated to permit modifications to Terminal 3 to accommodate the Ground Transportation System. In the event such building modifications are not made by City, Airline may elect to retain its Bag Office in the location in which it exists on the Effective Date (as depicted on Drawing 6 of Exhibit J). In such event, (1) a number of square feet equal to the number of square feet of Airline's Bag Office will be deleted by City from Airline's Exclusive Use Premises shown on Drawing 2 of this Exhibit J-1, and (2) Airline's Bag Office as it exists on the Effective Date will be added to this Exhibit J-1; provided, however, that the Additional and Existing square footage totals described in paragraph (a) above shall not be affected by the location of Airline's Bag Office.





		J
Terminal No: 3		
Basement		1,360
Lower Level		13,817
Upper Level		2,729
Mezzanine		5,368
Total		23,274
Concourse G		
Apron Level		20,412
Upper Level		18,512
Total		38,924
	Grand Total	62,198
Existing Footage	(J-1) =	58,940
Additional Footage	(J-1) =	3,258

TERMINAL 3 SECOND LEVEL

DRAWING 1

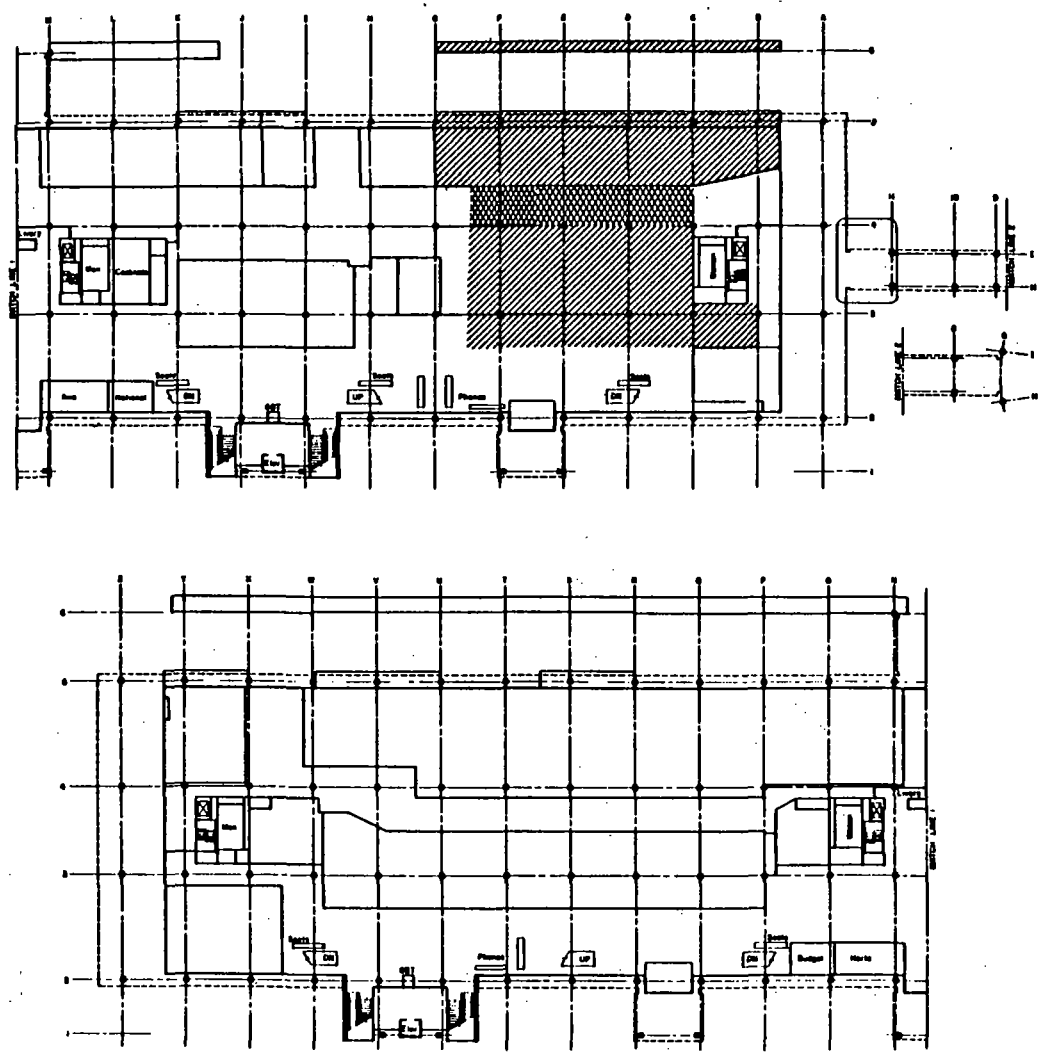
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M Byrne Mayor Thomas Rapseas Commissioner of Aviation Jerome A Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1



TERMINAL 3 FIRST LEVEL
DRAWING 2

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultants
LANDRUM & BROWN
Aviation Consultants

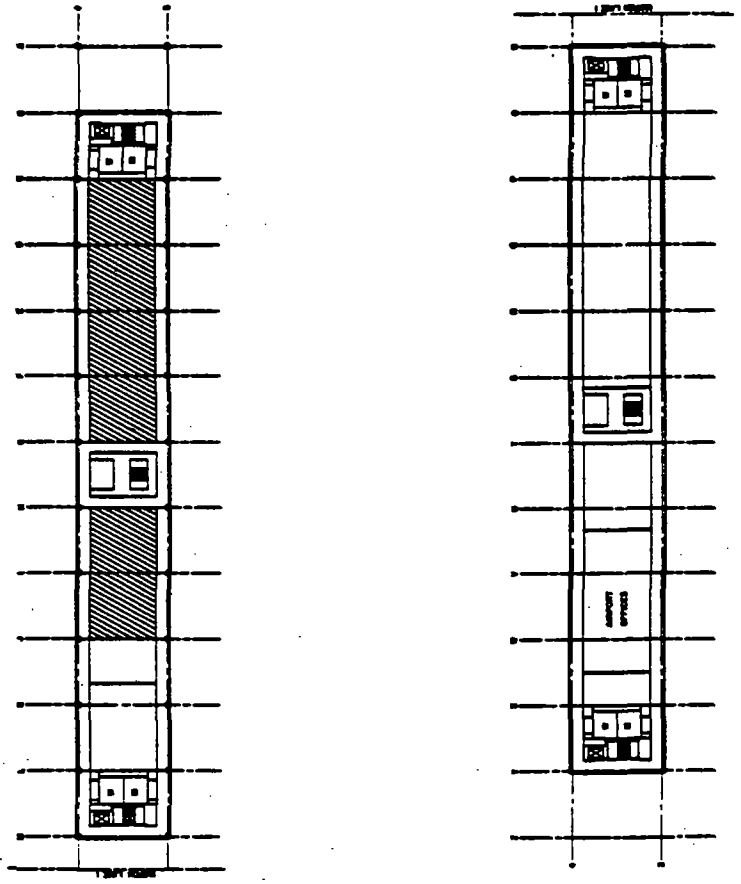
TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1

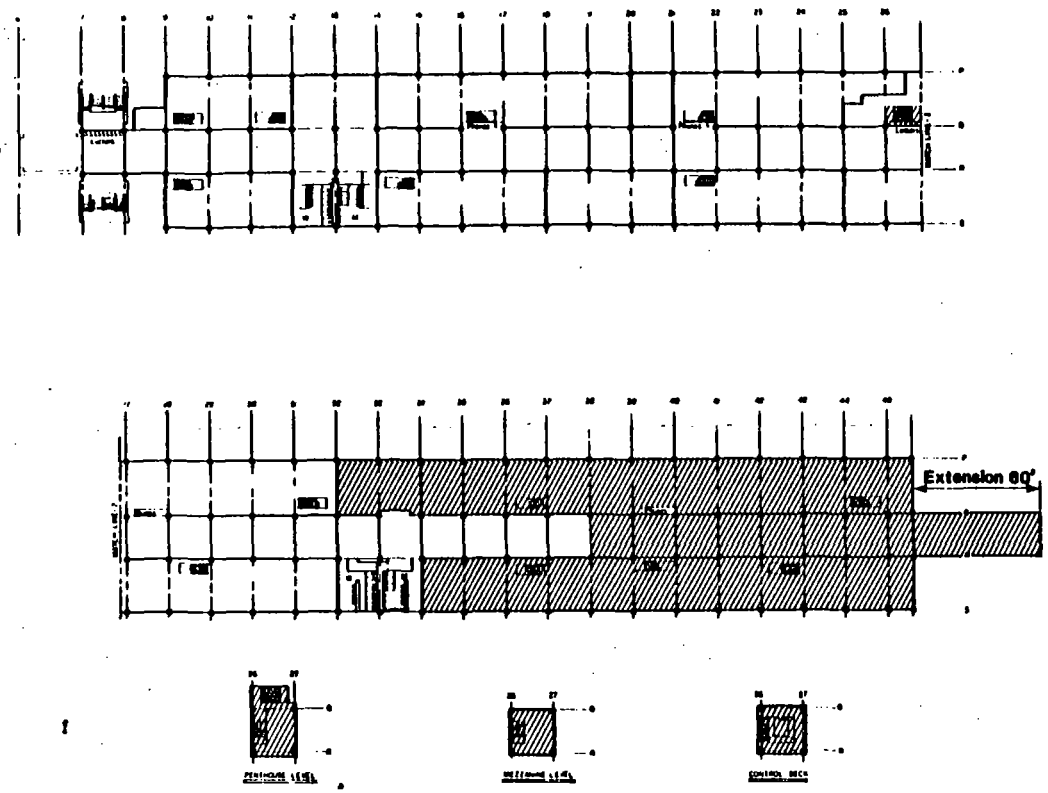
EXHIBIT J-1

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

TERMINAL 3 MEZZANINE
DRAWING 3



CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kopasko Commissioner of Aviation Jerome R. Butler Commissioner of Public Works
O'HARE ASSOCIATES
LANDRUM & BROWN
Airport Consultant



CONCOURSE G SECOND LEVEL

DRAWING 4

CHICAGO O'HARE INTERNATIONAL AIRPORT

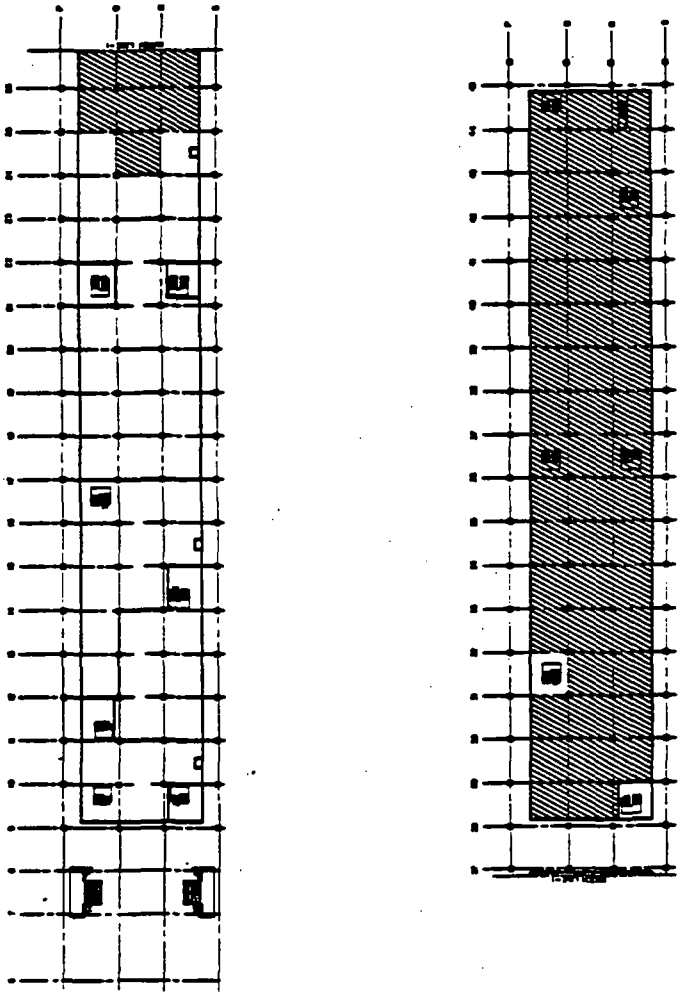
City of Chicago Jane M Byrne Mayor Thomas Rapaaks Commissioner of Aviation Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES Engineering Consultant
LANDRUM & BROWN Aviation Consultant

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1

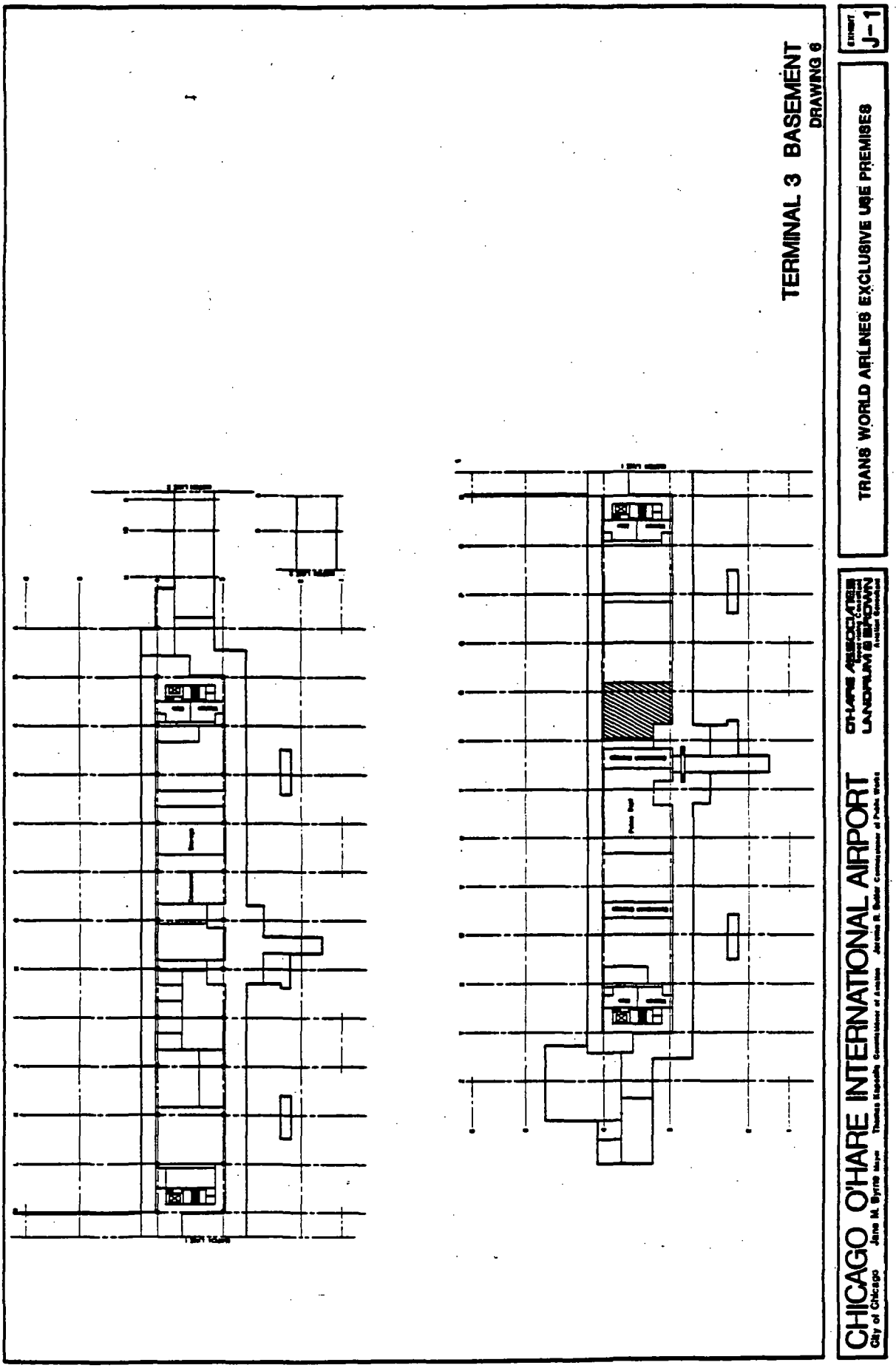
CONCOURSE G FIRST LEVEL
DRAWING 6



TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1

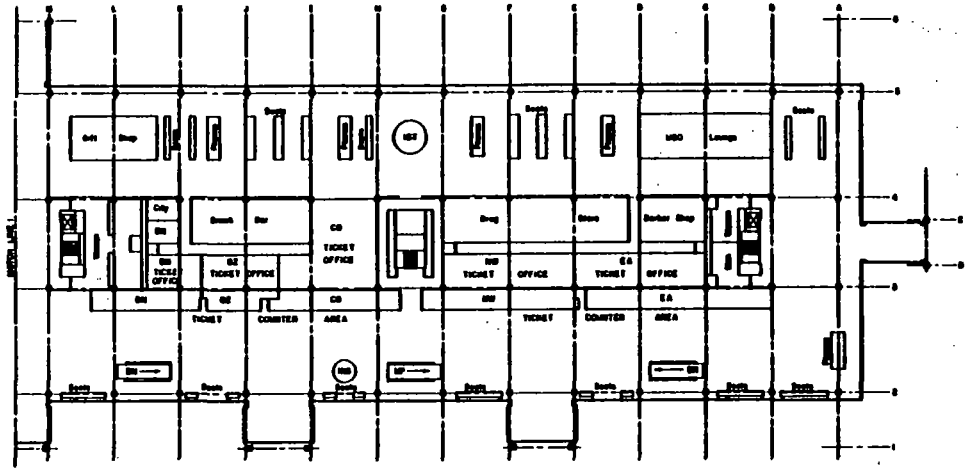
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago

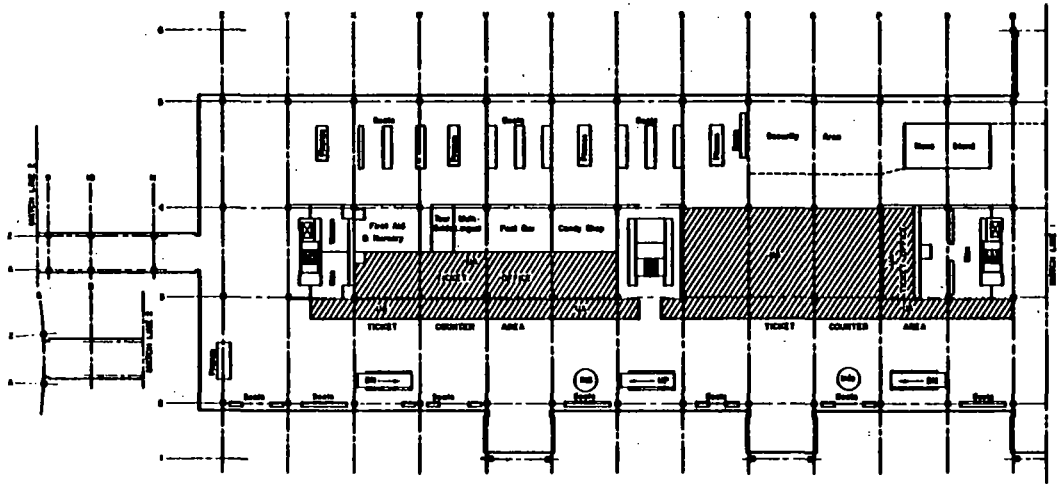

TERMINAL 3 BASEMENT
DRAWING 6
TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
CHARLES ASSOCIATES
LANDRUM & BROWN

Journal pages 15373 - 15422 are a part of the agreement with United Airlines, Inc. only.

AIRLINES TICKET AREA

(Second Floor Terminal 2)





DRAWING 1 1 of 2

CHICAGO O'HARE INTERNATIONAL AIRPORT

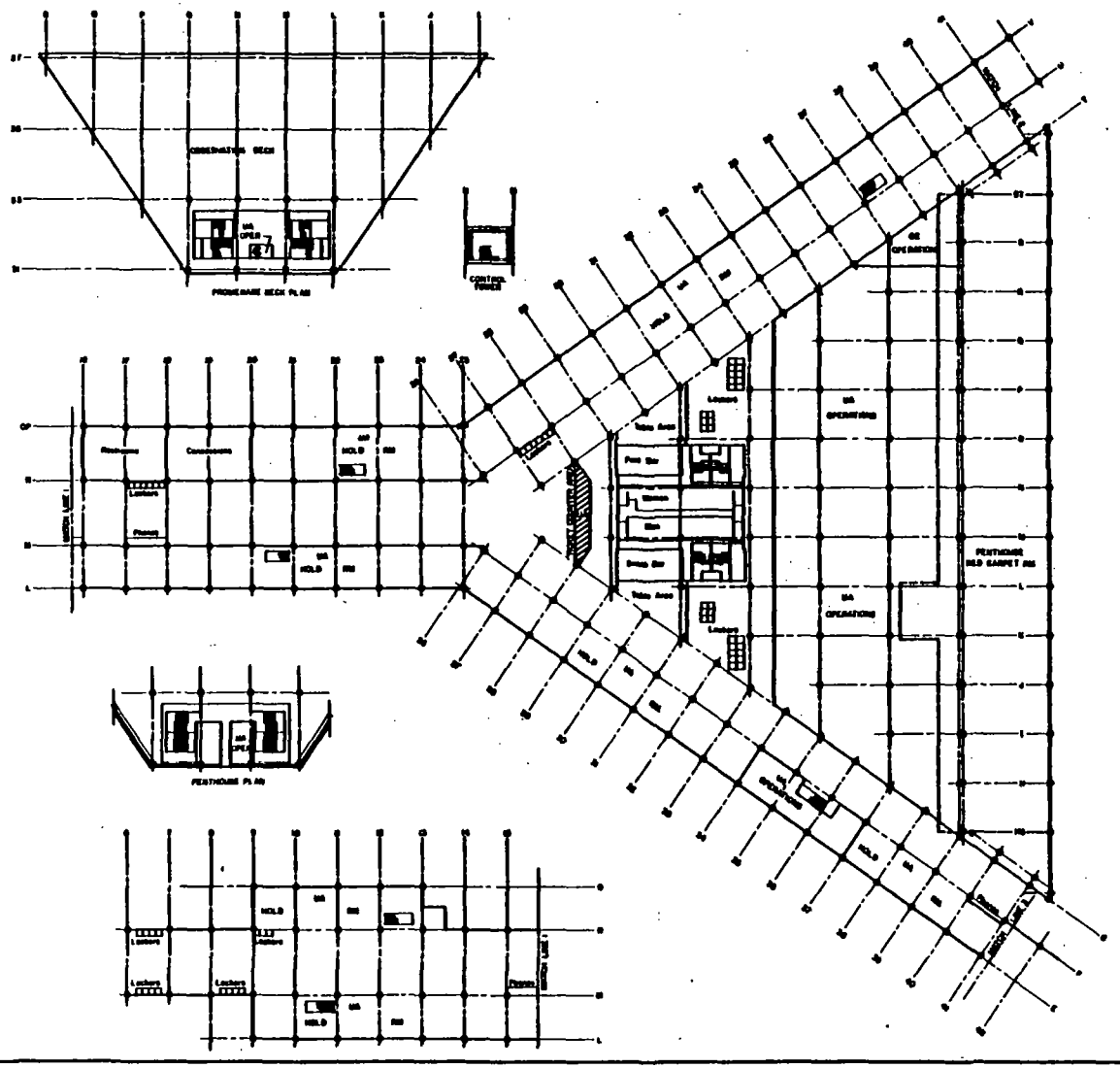
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCULSIVE USE PREMISES

EXHIBIT J

AIRLINES TICKET AREA
(Second Floor Concourse E-F)



DRAWING 1 2 of 2

CHICAGO O'HARE INTERNATIONAL AIRPORT
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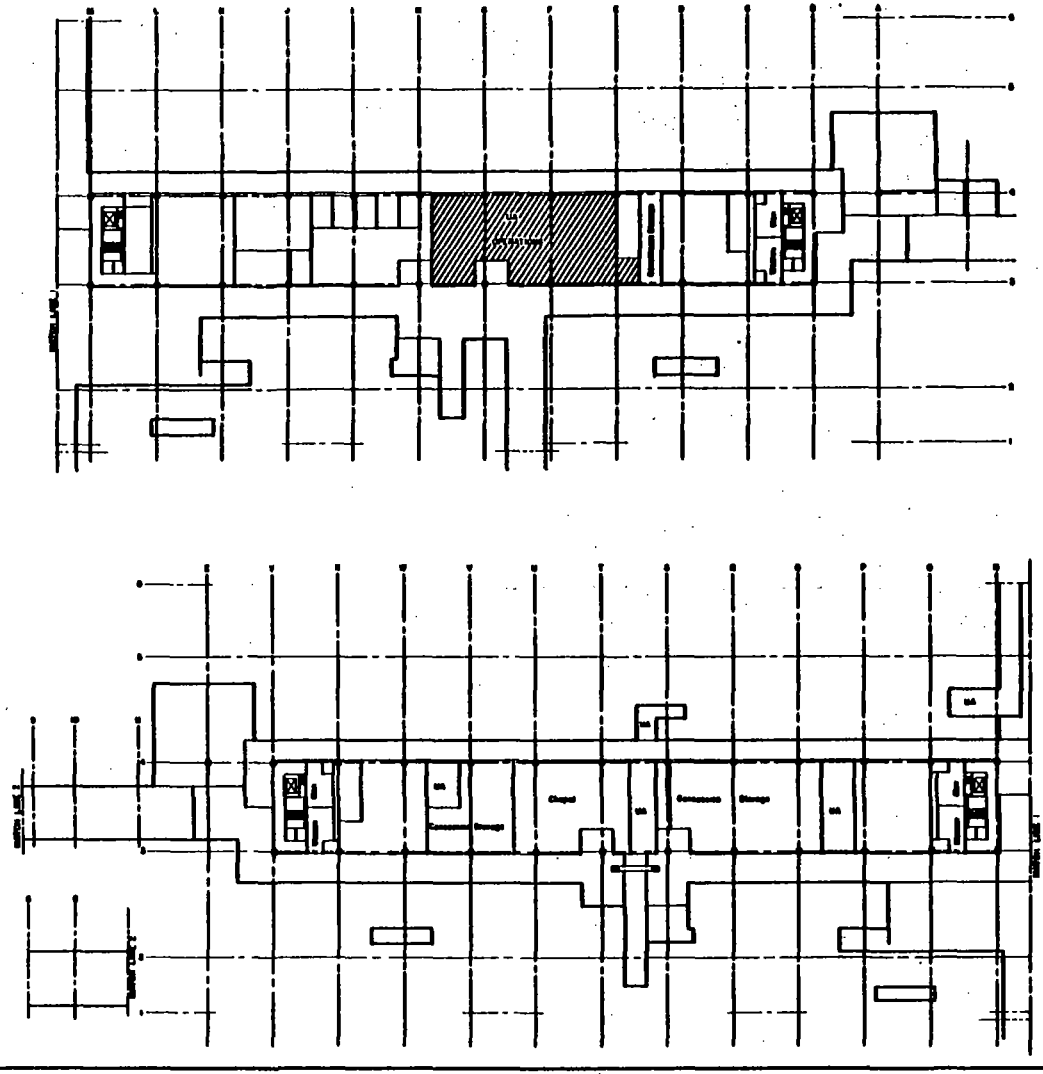
O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES OPERATIONS AREA

(Basement Floor Terminal 2)



DRAWING 2 1 of 5

CHICAGO O'HARE INTERNATIONAL AIRPORT

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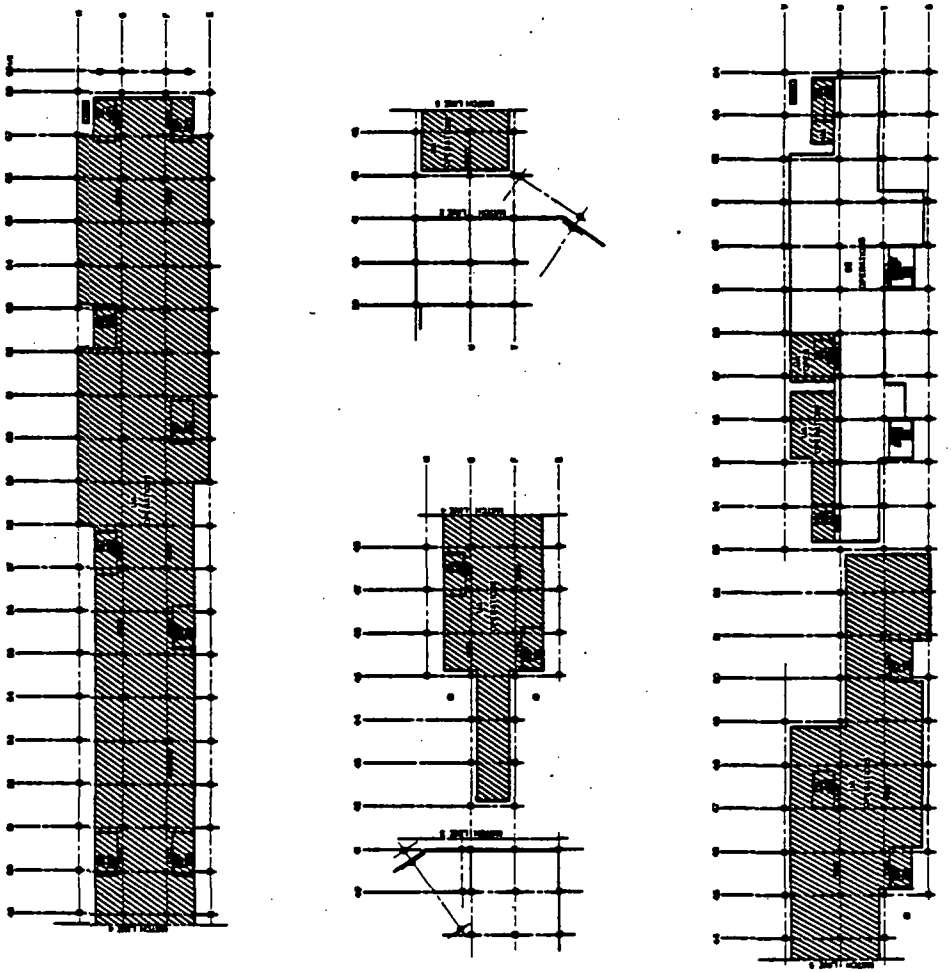
O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES OPERATIONS AREA

(First Floor Concourse E-F)



2 of 6

DRAWING 2

EXHIBIT J

UNITED AIRLINES EXCLUSIVE USE PREMISES

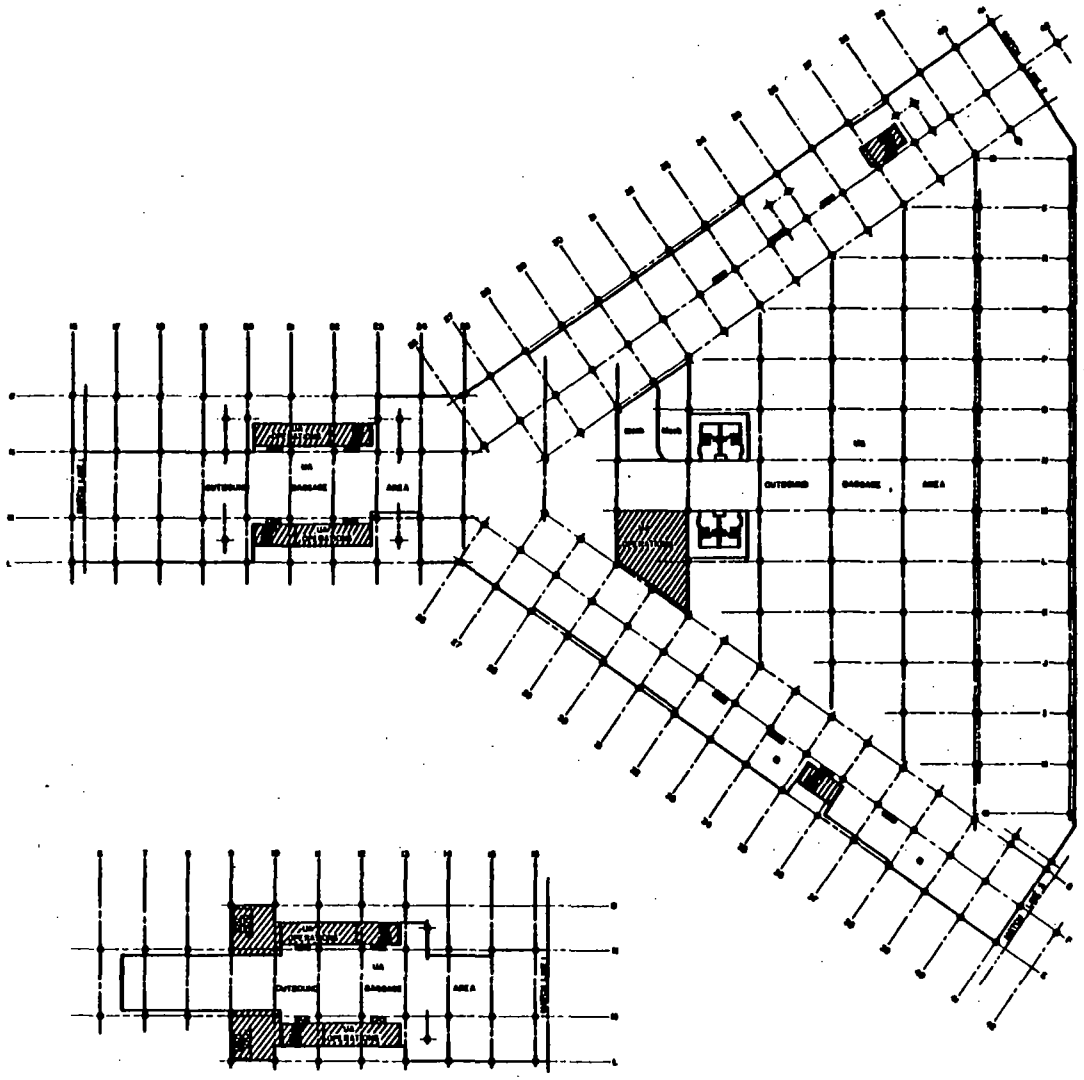
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

AIRLINES OPERATIONS AREA

(First Floor Concourse E-F)



DRAWING 2 3 of 5

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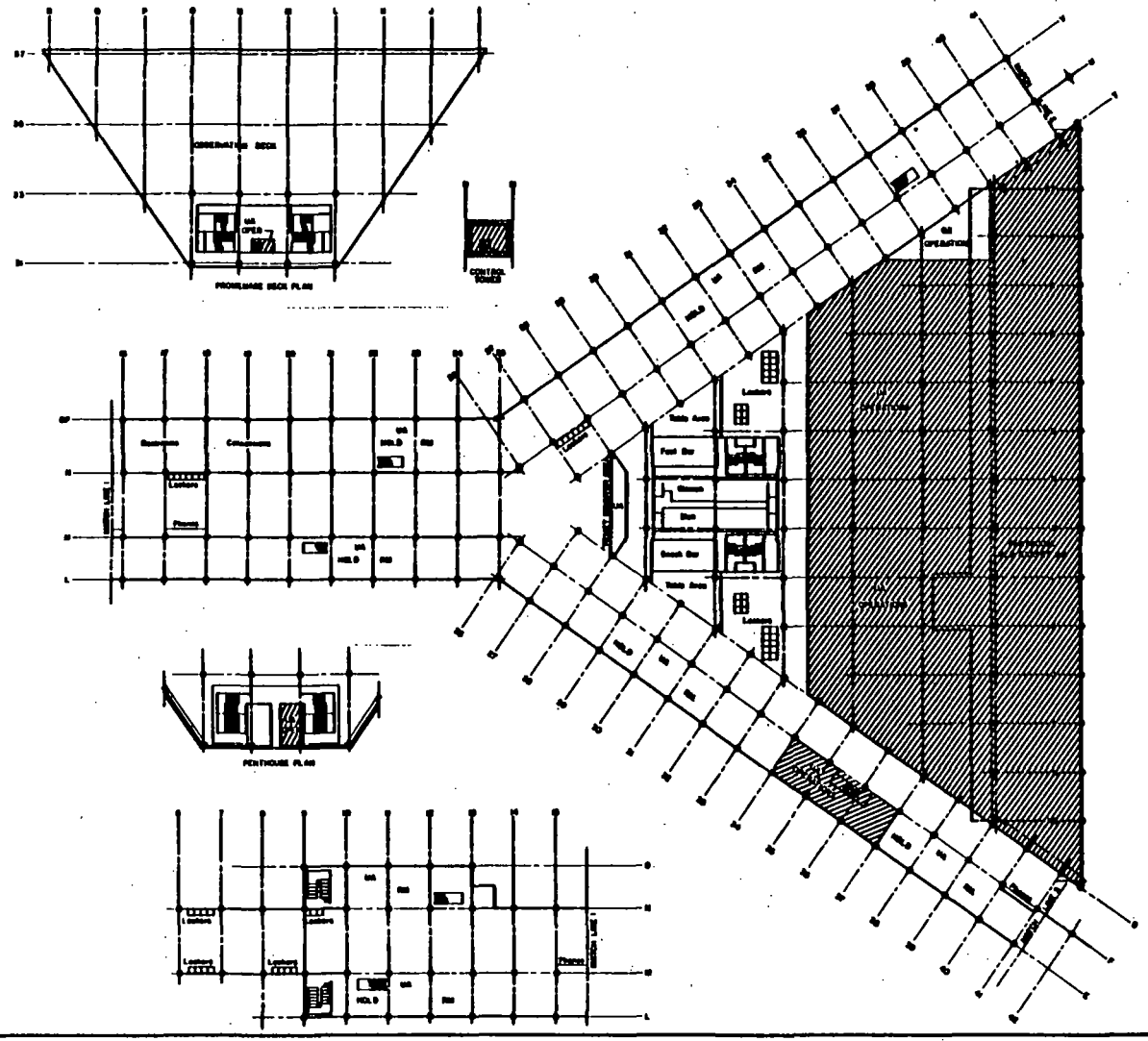
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISE

EXHIBIT J

AIRLINES OPERATIONS AREA

(Second Floor Concourse E-F)



DRAWING 2 4 of 6

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kappelis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

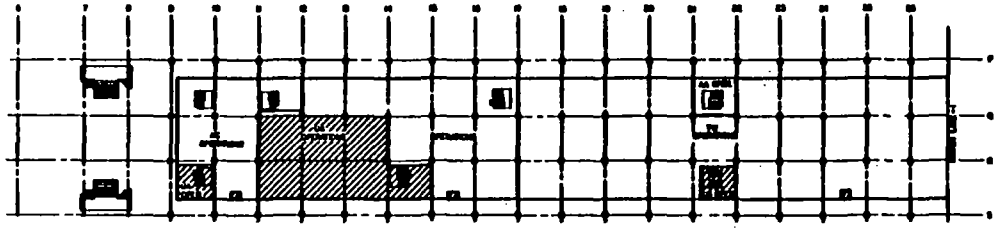
O'HARE ASSOCIATES
Airport Planning Consultants
LANDRUM & BROWN
Aviation Consultants

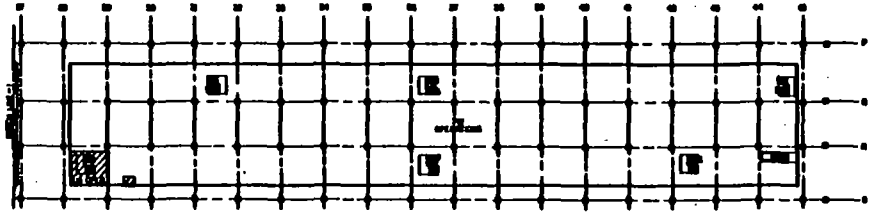
UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES OPERATIONS AREA

(First Floor Concourse G)





DRAWING 2 5 of 5

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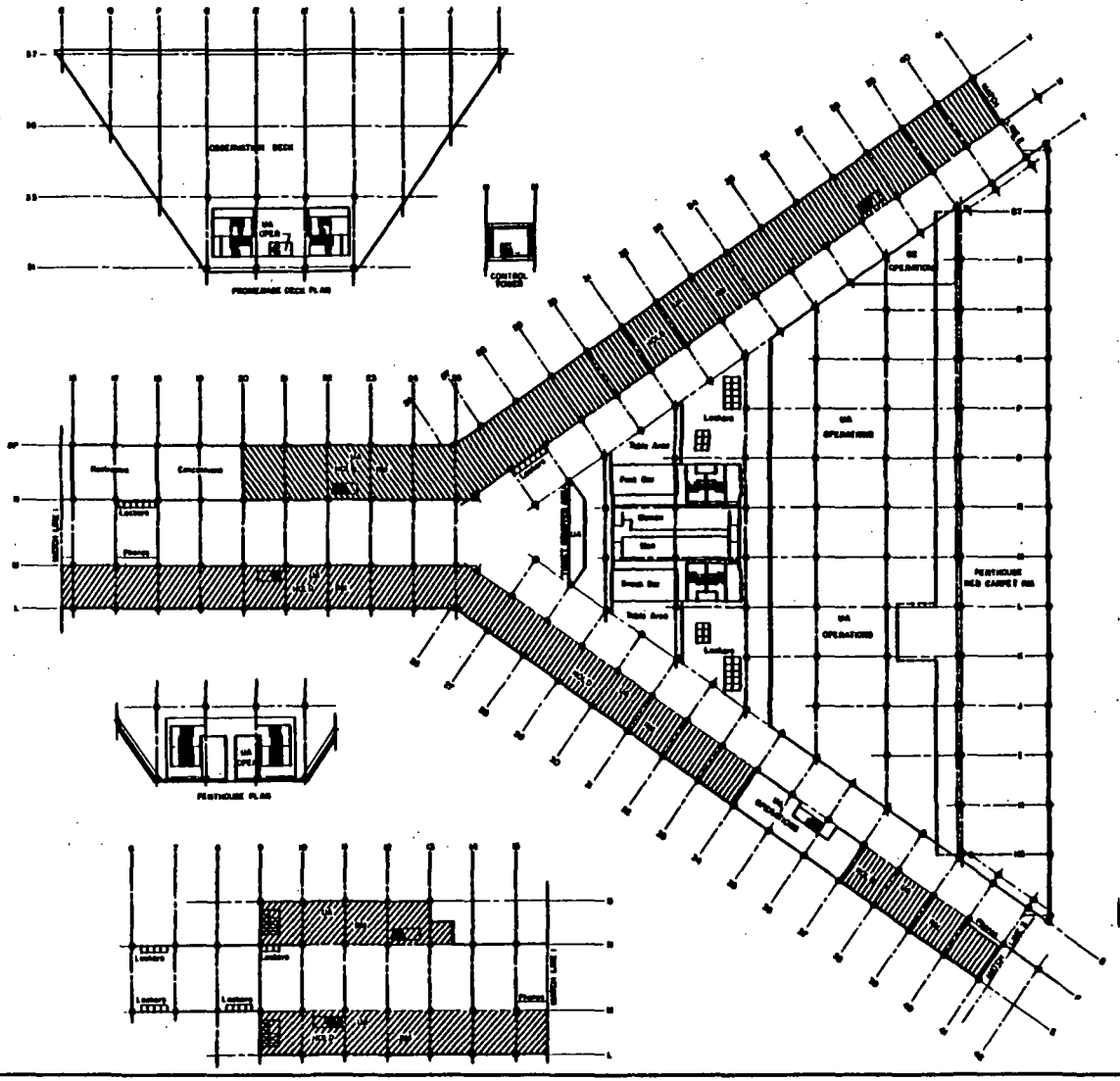
O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES HOLD AREA
(Second Floor Concourse E-F)



DRAWING 3 1 of 3

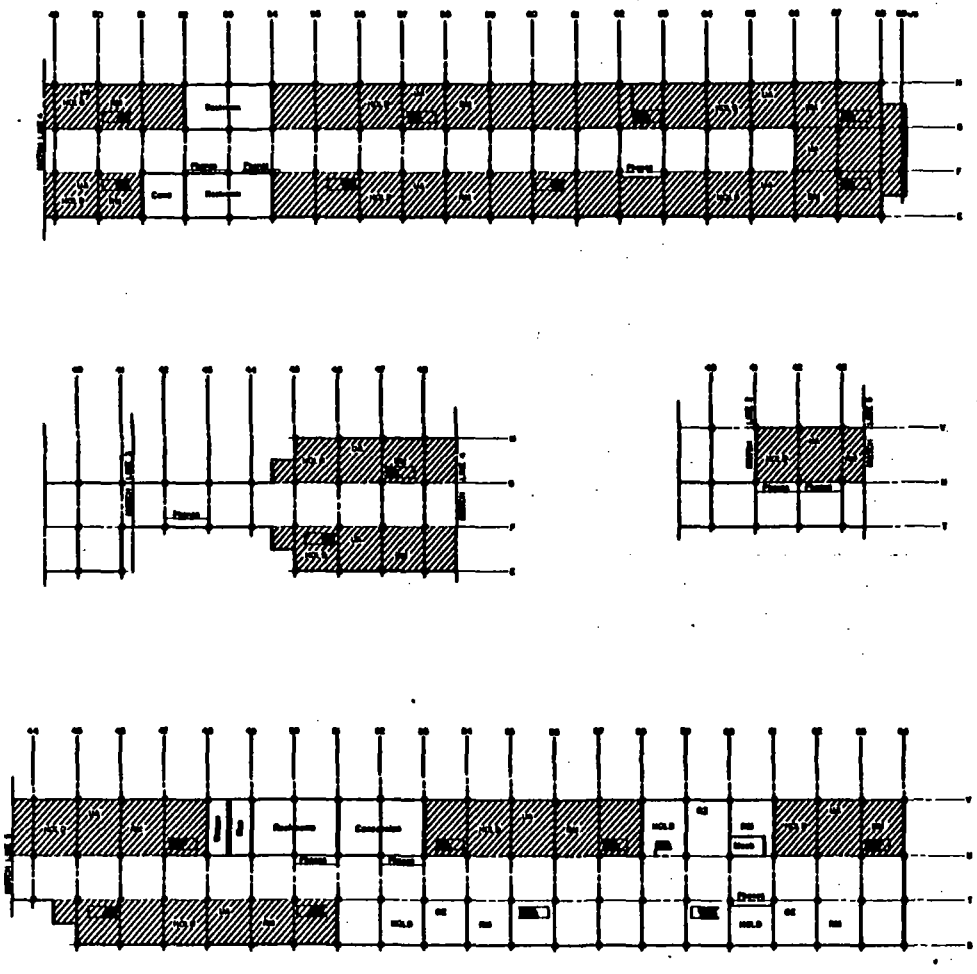
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES HOLD AREA
(Second Floor Concourse E-F)



DRAWING 3 2 of 3

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

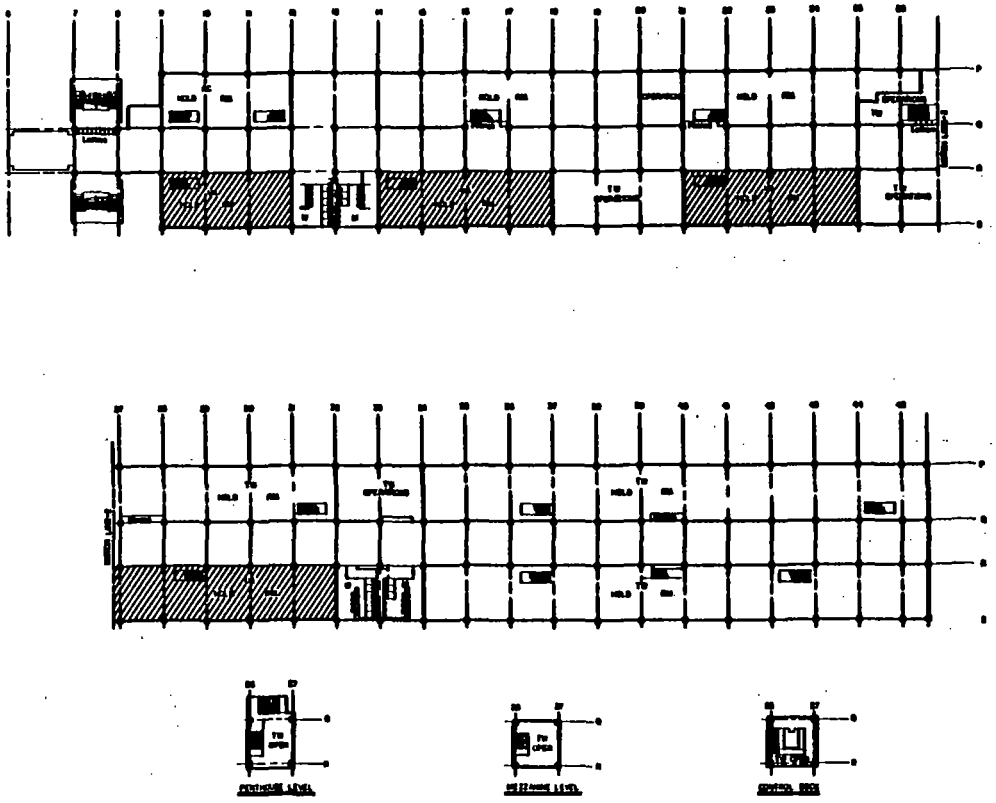
O'HARE ASSOCIATES Terminal Consultants
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES HOLD AREA

(Second Floor Concourse G)



DRAWING 8 8 of 8

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

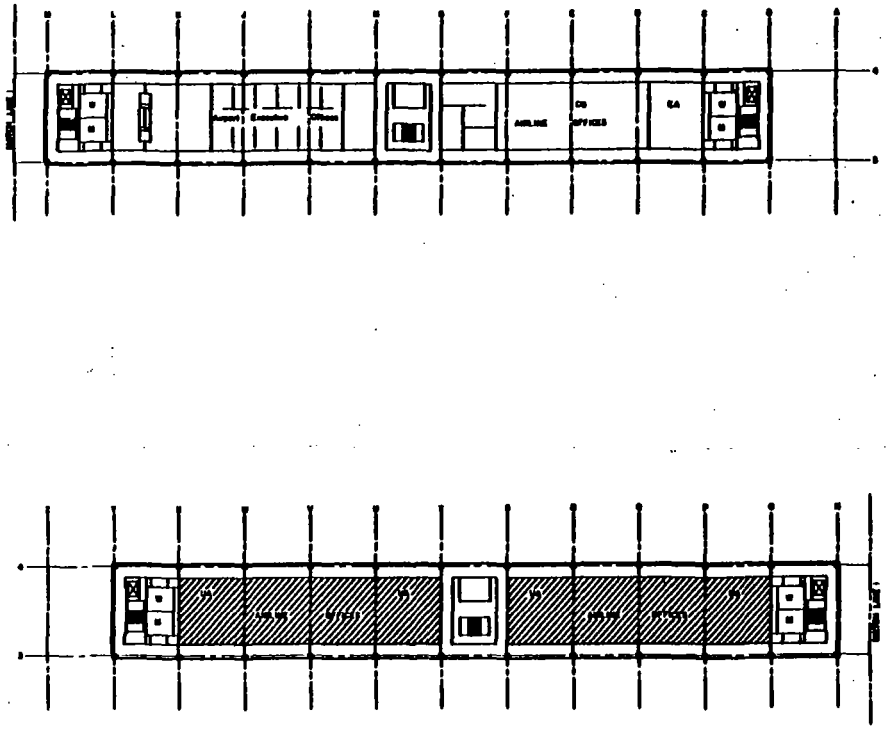
O'HARE ASSOCIATES Supervising Consultant LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES MEZZANINE AREA

(Mezzanine Level Terminal 2)



DRAWING 4 1 OF 2

CHICAGO O'HARE INTERNATIONAL AIRPORT

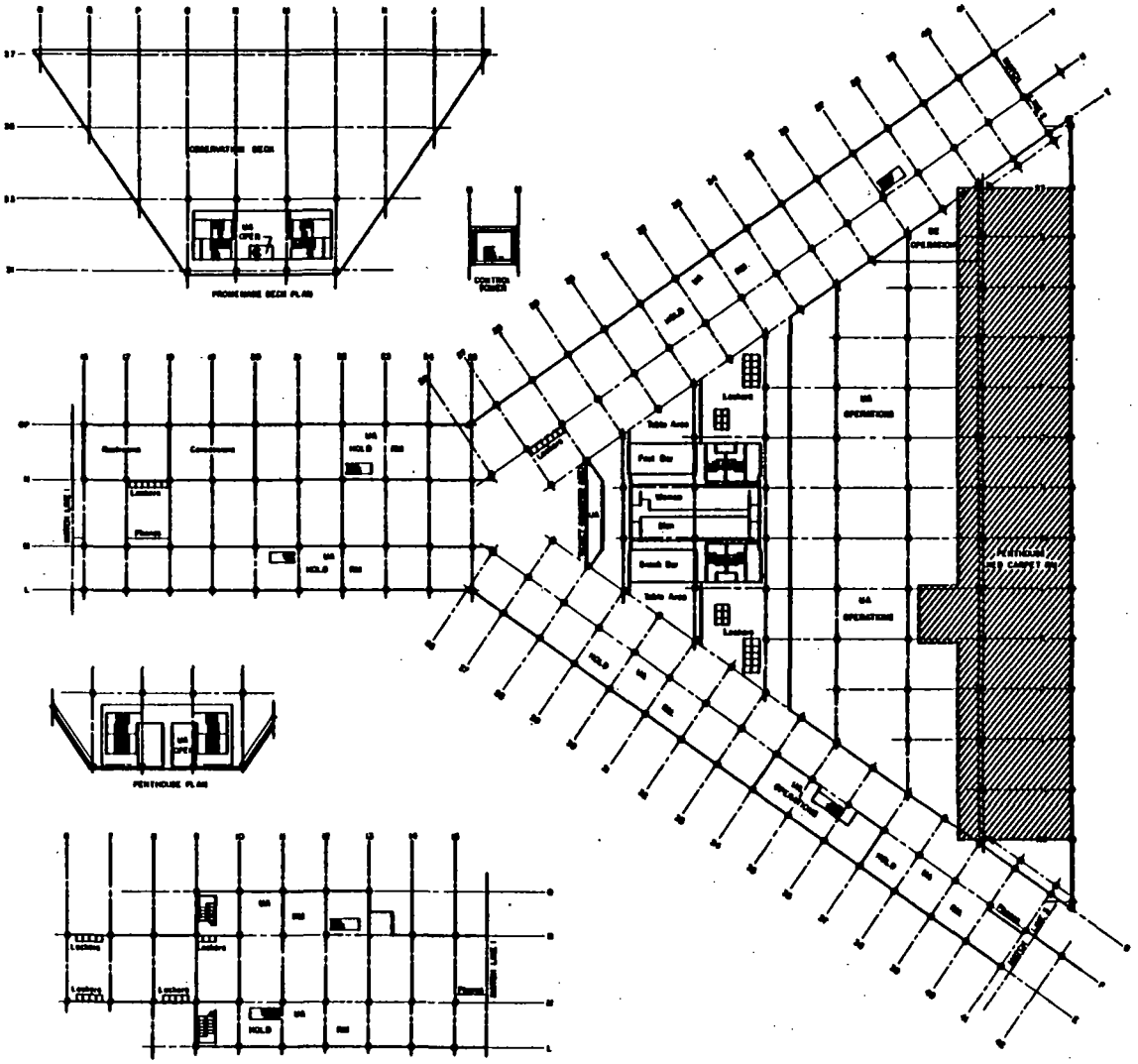
City of Chicago Jane M. Byrne Mayor Thomas Rapostle Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

CHAPIS ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES MEZZANINE AREA
(Mezzanine Level Terminal 2)



DRAWING 4 2 OF 2

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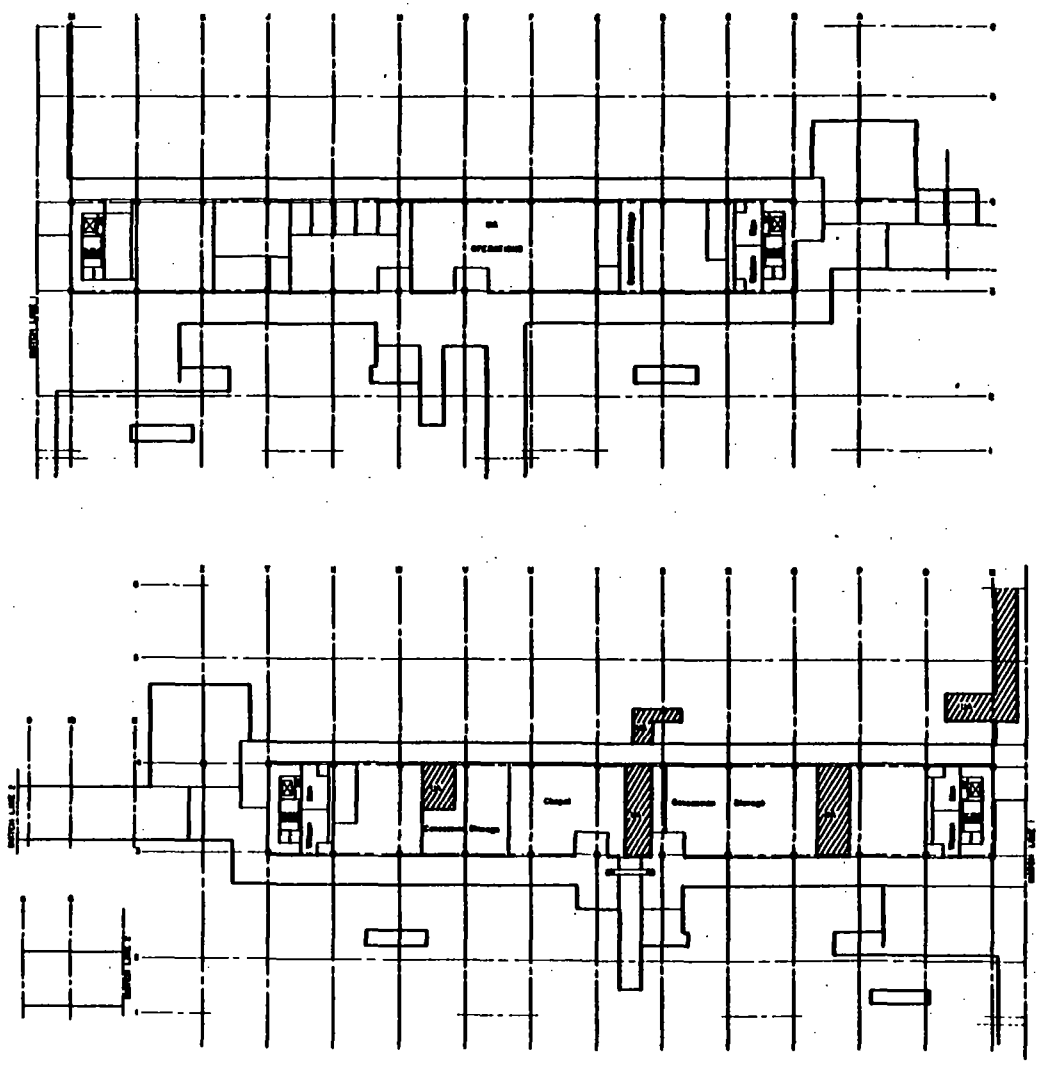
O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES OUTBOUND BAGGAGE AREA

(Basement Floor Terminal 2)



DRAWING 6 1 of 3

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City of Chicago Jane M. Byrne Mayor Thomas Kopsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

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Supervising Consultant
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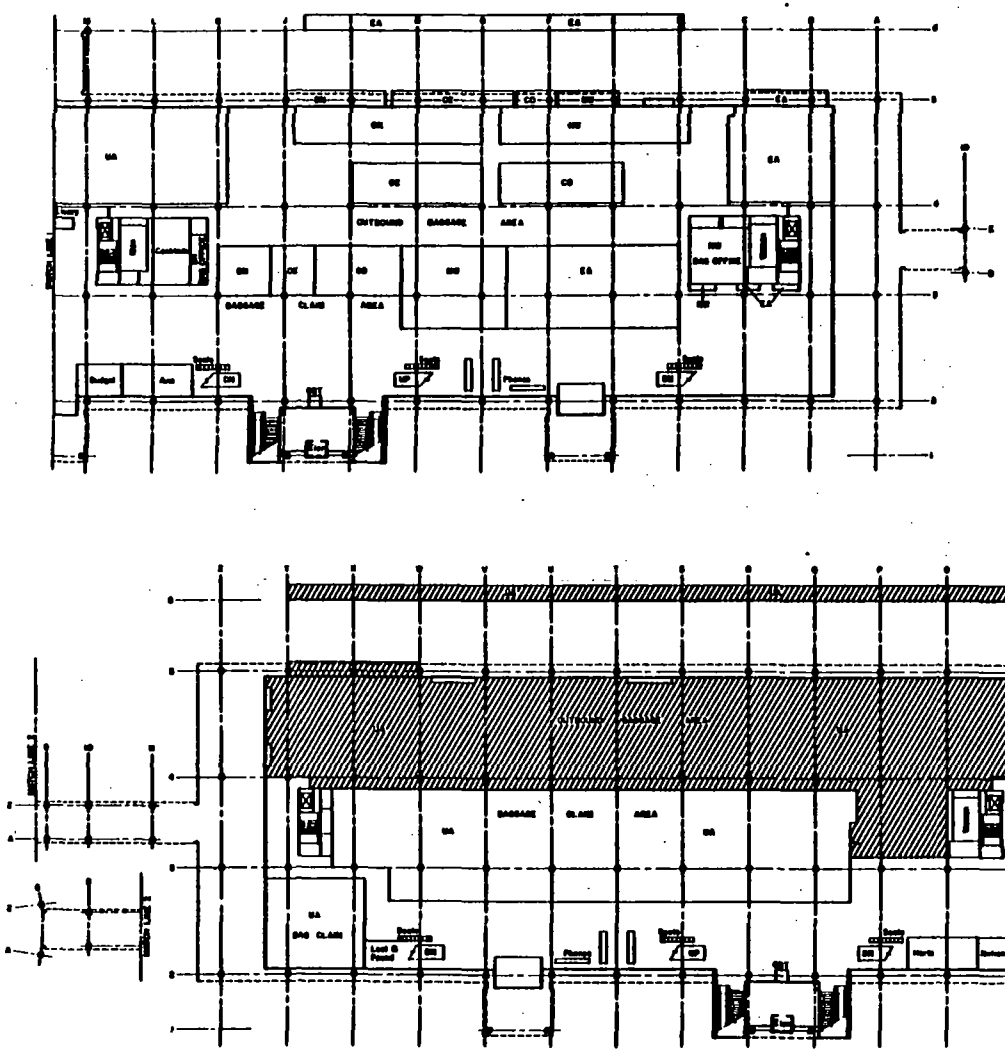
UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES OUTBOUND BAGGAGE AREA

(First Floor Terminal 2)



DRAWING 5 2 of 3

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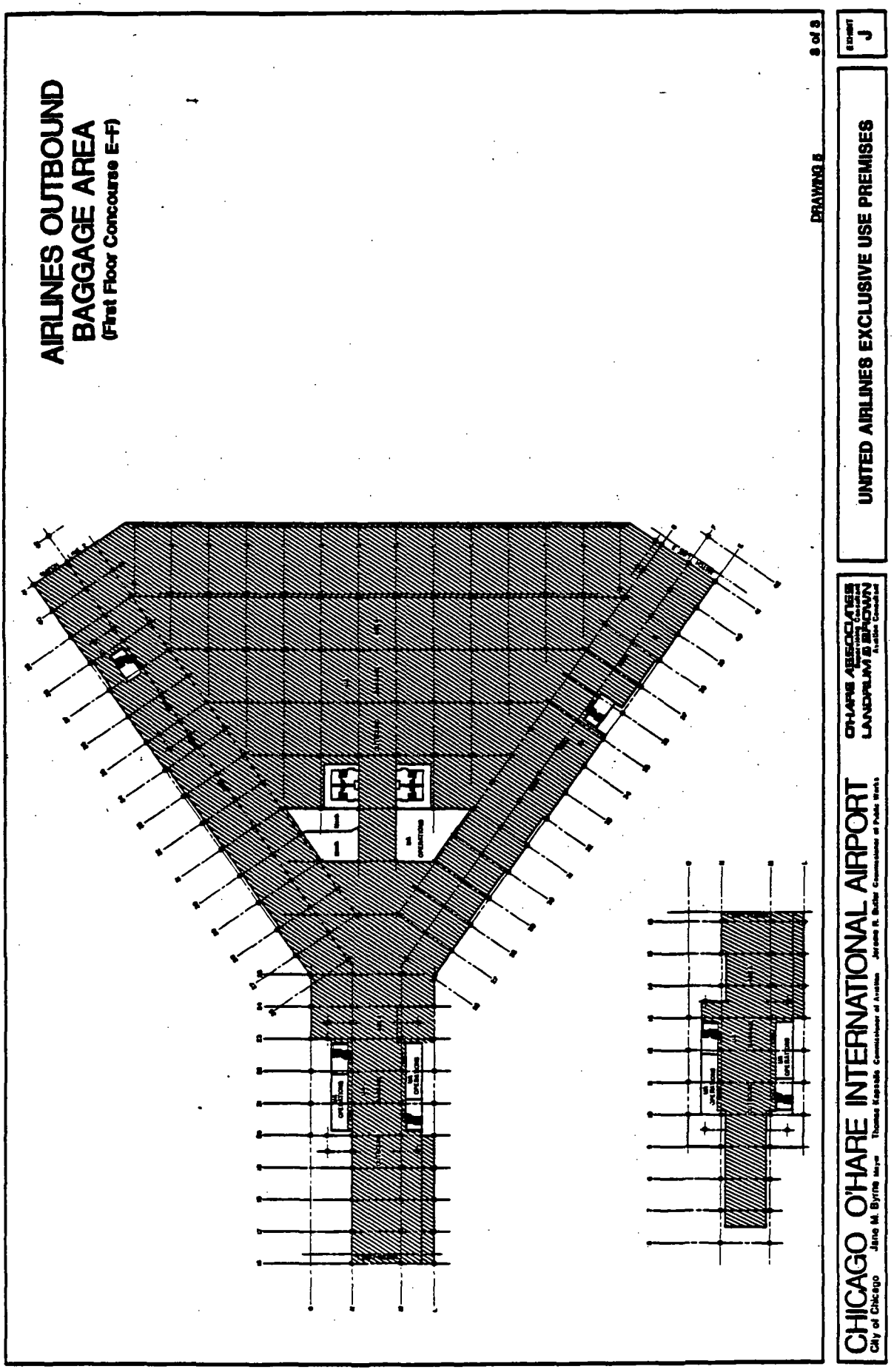

AIRLINES OUTBOUND
BAGGAGE AREA
(First Floor Concourse E-F)
DRAWING 8
8 of 8
Exhibit J
UNITED AIRLINES EXCLUSIVE USE PREMISES
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
Jane M. Byrne Mayor
Thomas Kapsalis Commissioner of Aviation
Jerome R. Butler Commissioner of Public Works
O'HARE ASSOCIATES
HELLMUTH, OBATA & KASSABAUM
LANDRUM & BROWN
Aviation Consultant

AIRLINES BAGGAGE CLAIM AREA

(First Floor Terminal 2)

DRAWING 6

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Terminal Planning Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

EXHIBIT J-1

AIRLINE'S PHASE II EXCLUSIVE USE PREMISES

(a) City and Airline agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 1 and its associated Satellite Concourse Building (which are generally depicted in Drawing Nos. 1-6, inclusive of this Exhibit J-1) shall consist of the following premises:

(i) an aggregate of approximately 58,800 square feet of space located on the second floor of Terminal Building No. 1;

(ii) an aggregate of approximately 52,200 square feet of space located on the first floor of Terminal Building No. 1;

(iii) an aggregate of approximately 224,150 square feet of space located in the underground baggage room located between Terminal Building No. 1 and the Satellite Concourse Building;

(iv) an aggregate of approximately 72,000 square feet of space located on the second floor of the Satellite Concourse Building;

(v) an aggregate of approximately 5,400 square feet of space located on the ramp level below the Satellite Concourse Building; and

(vi) an aggregate of approximately 6,300 square feet of space located in the basement level of the Satellite Concourse Building.

The foregoing Phase II Exclusive Use Premises, taken together, comprise approximately 418,850 square feet, of which 306,512 square feet shall be deemed Airline's Existing Footage, and approximately 112,338 square feet shall be deemed Airline's Additional Footage.

(b) City and Airline agree that the design, size and scope of Terminal Building No. 1 and the Satellite Concourse Building, including the foregoing Exclusive Use Premises and Additional Footage, are in the conceptual stage as of the Effective Date and are subject to changes and refinements prior to commencement and completion of construction of Terminal Building No. 1 and the Satellite Concourse Building, which changes and refinements shall be subject to approval

by City and Airline, and that when final decisions have been made and all necessary construction drawings are completed, appropriate amendment shall be made to this Exhibit J-1; it is understood and agreed that:

(i) the number of building levels and the location of Airline's functional areas may be changed upon the request of Airline, concurrence with such request not to be unreasonably withheld by City;

(ii) Airline shall have the option to expand or improve its Phase II Exclusive Use Premises, pursuant to Section 8.01(b), into any or all of the areas shown as "UA Expansion/Improvement Areas" on Drawing Nos. 2, 5, 7 and 8, inclusive, of this Exhibit J-1, and to have any areas so improved or expanded thereafter included in Airline's Exlusive Use Premises as Existing Footage, and city shall not take or authorize any action that will interfere with or prevent Airline's exercise of said option; and

(iii) any amendments required by the final construction drawings, or the exercise of Airline's option under Paragraph (ii) of this Subsection, shall be effected without further action other than the technicality of attaching new Exhibit J-1 pages to this Agreement.

(c) City and Airline agree that Terminal Building No. 1 and the Satellite Concourse Building (Capital Projects TA-1 and TA-3 in Exhibit B), as constructed, will not include the following areas in Airline's Exclusive Use Premises:

(i) the underground passenger concourse shown on Drawing No. 3;

(ii) all "UA Expansion/Improvement Areas" shown on Drawing Nos. 2, 5, 7, and 8, unless and until all or a portion thereof is enclosed and finished by Airline, pursuant to Section 8.01(b), or otherwise, for exclusive use by Airline;

(iii) the ramp driveways associated with the Satellite Concourse Building shown on Drawing Nos. 3 and 6; and

(iv) all other areas of Terminal Building No. 1 and the Satellite Concourse Building (shown on Drawing Nos. 1-6, inclusive) not deemed to be Exclusive Use Premises in the completed structures.

(d)(i) City and Airline agree that, between the time that Airline occupies its Phase II Exclusive Use Premises

and the time that Airline occupies its Phase III Exclusive Use Premises, Airline may require the utilization of some or all of the Hold Areas and Operations Areas in Concourse Building D, which Areas are depicted on Drawing Nos. 9 and 10 of this Exhibit J-1. City hereby grants to Airline an option (which may be exercised at any time prior to the date(s) of vacation specified in Section 4.03(c) of the Airport Use Agreement(s) of the Airline Parties having Exclusive Use Premises in Concourse Building D, by Airline giving written notification to the City of Airline's exercise of said option) to include in Airline's Phase II Exclusive Use Premises any or all of the following premises in Concourse Building D:

(1) an aggregate of approximately 30,600 square feet of space located on the second floor of Concourse Building D, as depicted on Drawing No. 9 of this Exhibit J-1; and

(2) an aggregate of approximately 28,987 square feet of space located on the first floor (ramp level) of Concourse Building D, as depicted on Drawing No. 10 of this Exhibit J-1.

(ii) Upon the exercise by Airline of said option with respect to any or all of the described premises, City and Airline agree that this Exhibit J-1 shall be appropriately amended, without further action other than the technicality of attaching new Exhibit J-1 pages to this Agreement, to add the square footage of the premises affected by the exercise of said option to Airline's totals of Phase II Exclusive Use Premises, and Airline's Additional Footage, as set forth in Paragraph (a) above of this Exhibit J-1.

(iii) Upon exercise by Airline of said option with respect to any or all of the described premises, City and Airline agree that Airline shall provide for Braniff Airways, Incorporated ("Braniff") or a successor-in-interest approved by the United States Bankruptcy Court for the Northern District of Texas (Fort Worth Division) in Case No. 482-00369 ("a Successor"), with respect to Braniff's 1959 Terminal Lease Agreement, or an Airport Use Agreement, with City, passenger hold area and operations areas necessary to support any aircraft parking positions provided pursuant to Exhibit K-1, Paragraph (c)(iii), of this Agreement. Such areas shall be provided until such time as Concourse Building D is to be demolished, either, at Airline's option, through (1) Airline not exercising its option hereunder with respect to such areas in Concourse Building D, or (2) Airline subleasing to Braniff or a Successor such areas at the then-existing Existing Footage rental/charge rate.

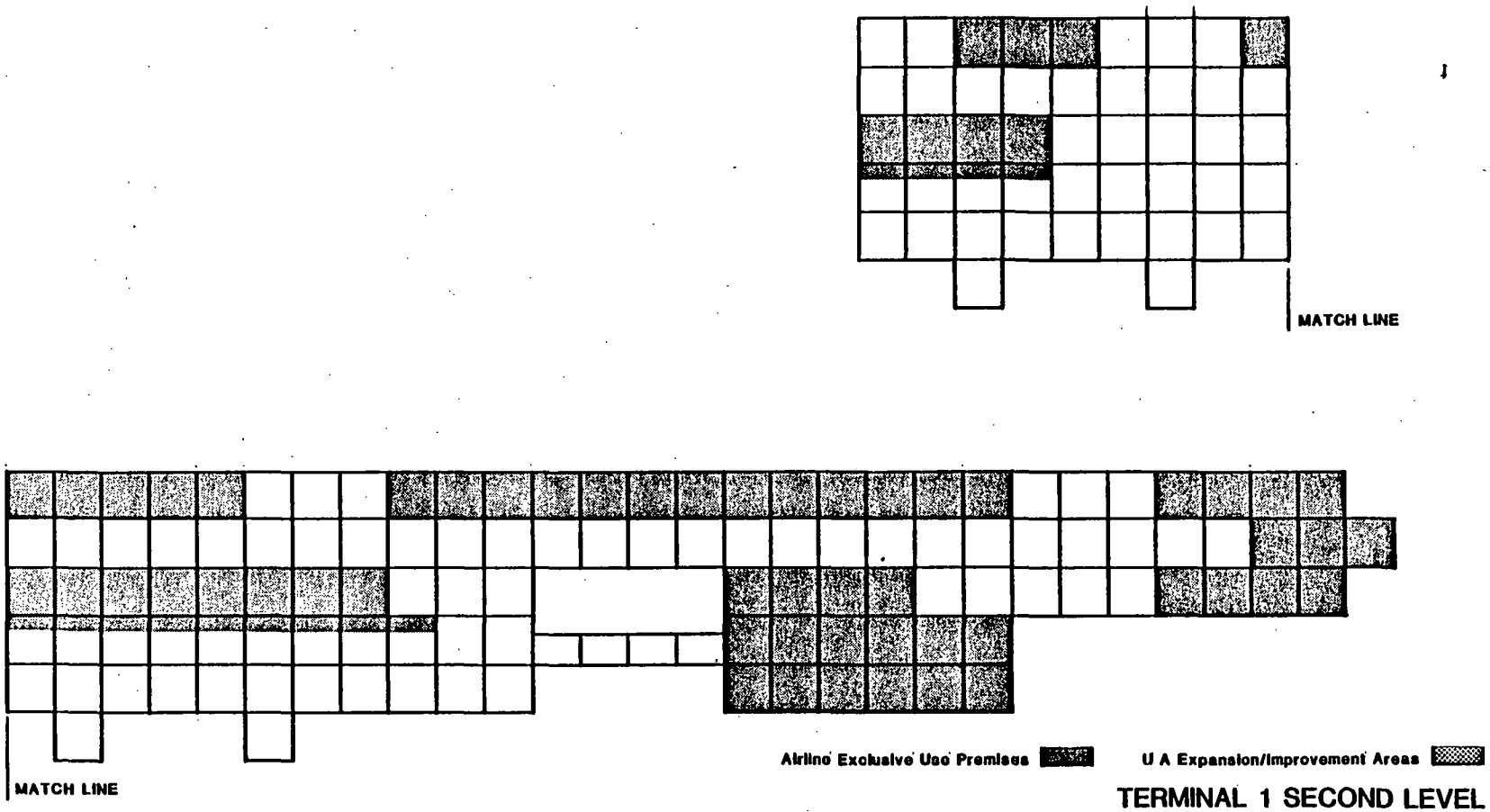
(iv) City and Airline agree that Airline, its employees and passengers will have the right to utilize any Public Use Premises in Terminal Buildings Nos. 1 and 2 required for reasonable ingress and egress with respect to Exclusive Use Premises of Airline in Concourse Building D, and City shall not take or authorize any action that would interfere with the exercise of this right.

(v) City and Airline agree that, in the event that Airline does not exercise said option for all of the premises described in Paragraph (d)(i) hereof, City shall not take or authorize any action with respect to the remainder of said premises that would interfere with Airline's use and enjoyment of any portion of said premises that are included in Airline's Exclusive Use Premises.

(e) City and Airline agree that Airline may elect to fund the cost of all or any part of the design, construction and equipping of Terminal Building No. 1 and its associated Satellite Concourse Building (including "UA Expansion/Improvement Areas", and tenant improvements and equipment necessary for Airline to conduct an Air Transportation Business), through the issuance by City of Special Facility Revenue Bonds for which Airline has the unconditional obligation to make debt service payments. Upon request of Airline, City agrees to issue such bonds in an amount sufficient to cover the costs thereof and to enter into with Airline a Special Facility Financing Arrangement having provisions identical or substantially similar to those provisions in the Special Facility Use Agreement dated as of August 1, 1982 between City and Delta Air Lines, Inc., governing (i) the City's obligation to issue bonds, and Airline's right to approve such bonds, (ii) the design and construction supervision by Airline, including "fast-track" construction procedures, (iii) the reimbursement to Airline for cost of "Common Improvements", as defined therein, (iv) the refinancing of cost of Public Use Premises and Aircraft Parking Areas, and (v) credits to Airline pursuant to Section 5.03(b) and Section 5.06(c) of the Agreement to which this Exhibit J-1 is attached.

(f) City and Airline agree that, in order to provide a safe, orderly and efficient flow of aircraft movements on the ground in and around Terminal Building No. 1 and its associated Satellite Concourse Building, (i) the aircraft parking limit line on the northwest side of Concourse Building E shall not exceed two hundred (200) feet measured perpendicularly outward from the northwest face of Concourse Building E, and (ii) except for extraordinary circumstances, aircraft movements on the taxi lanes between Terminal Building No. 1 and its associated Satellite Concourse Building shall be restricted to aircraft departing from or arriving at those Buildings.

(g) City and Airline agree that the provisions of the agreements set forth in Subparagraph (f) immediately above shall be specifically incorporated by City into the Airport rules and regulations governing Aircraft Operators at the Airport.



TERMINAL 1 SECOND LEVEL
Drawing 1

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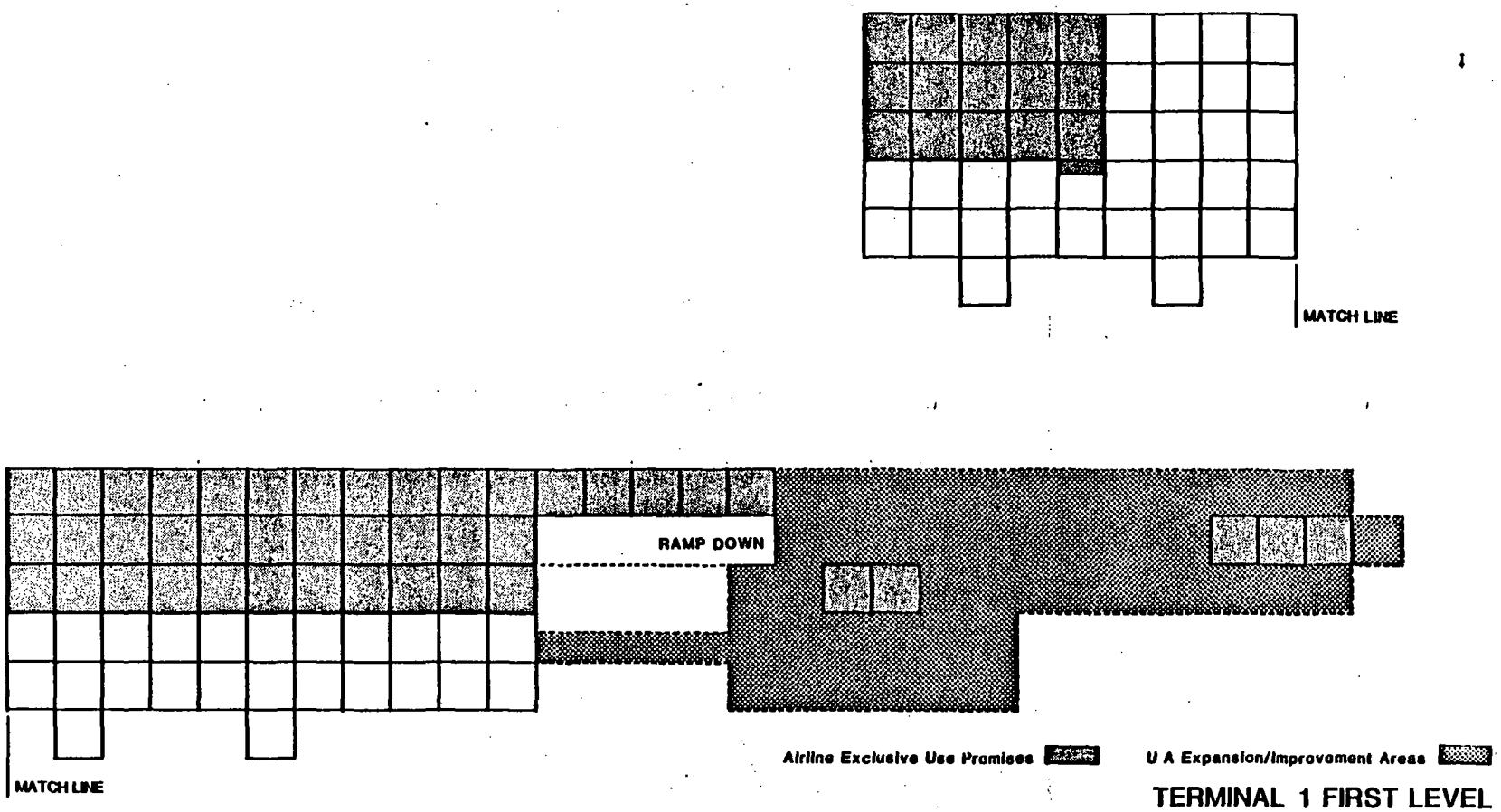
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1



TERMINAL 1 FIRST LEVEL
Drawing 2

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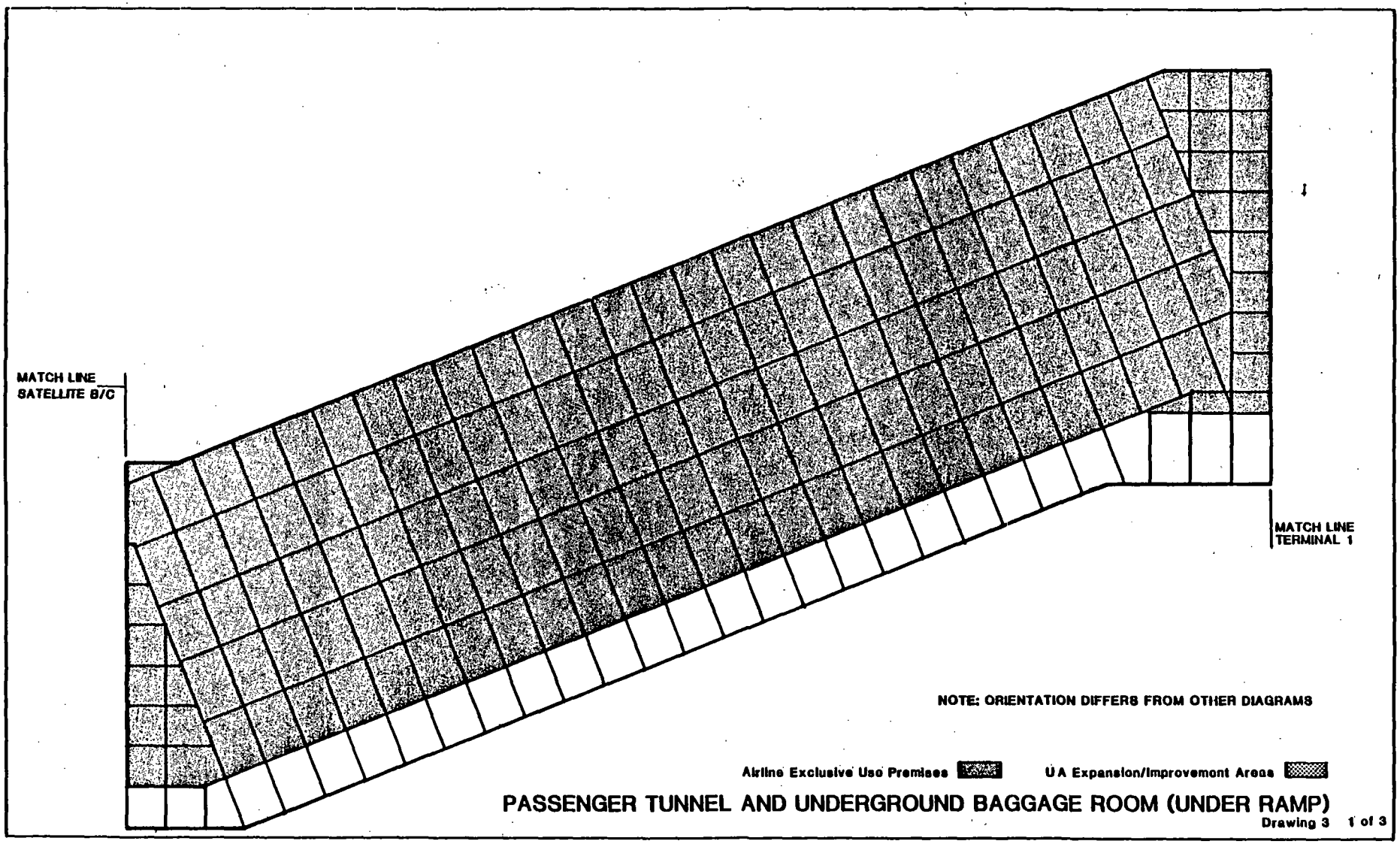

PASSENGER TUNNEL AND UNDERGROUND BAGGAGE ROOM (UNDER RAMP)

Drawing 3 1 of 3

CHICAGO O'HARE INTERNATIONAL AIRPORT

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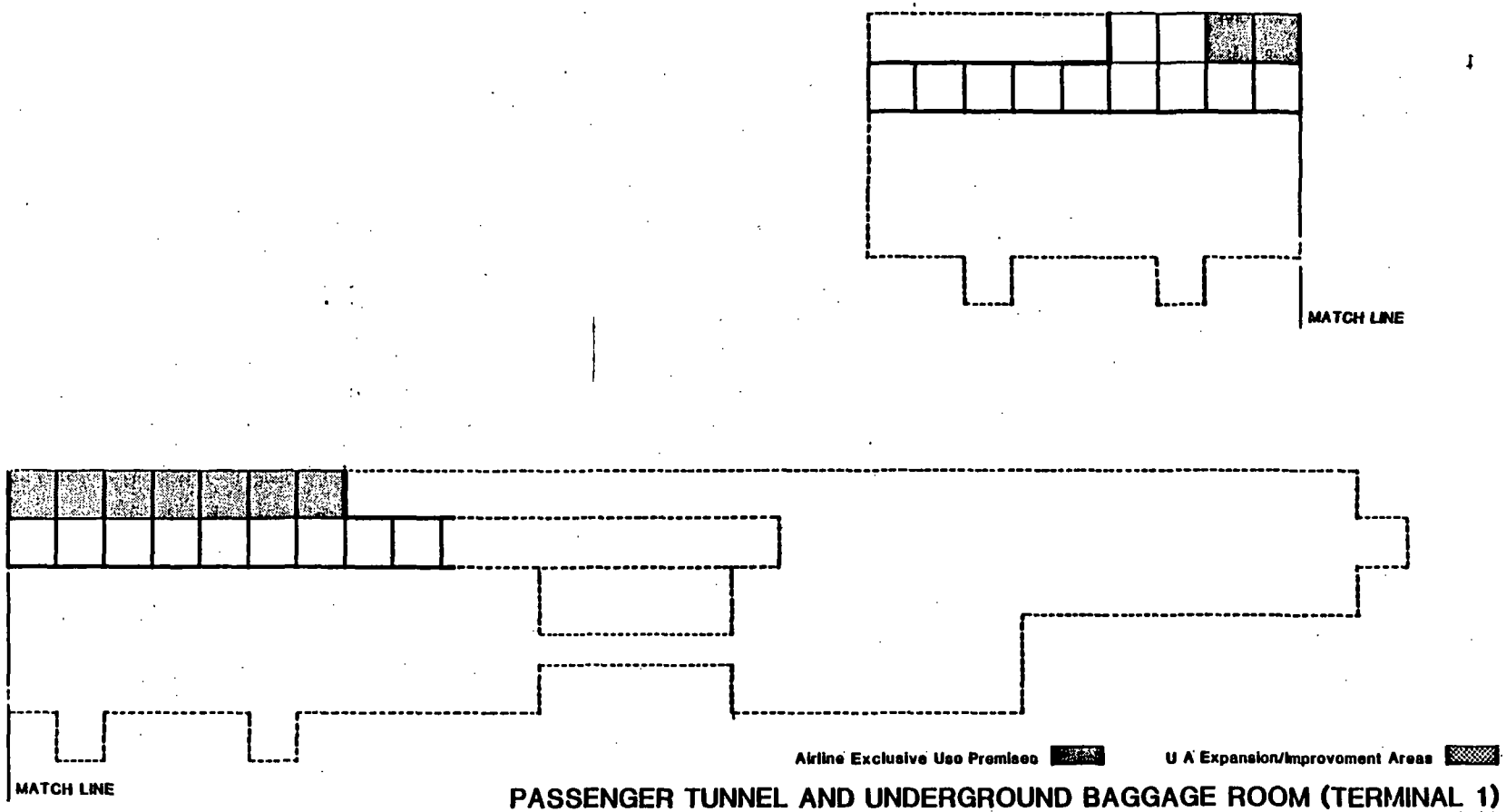

PASSENGER TUNNEL AND UNDERGROUND BAGGAGE ROOM (TERMINAL 1)

Drawing 3 2 of 3

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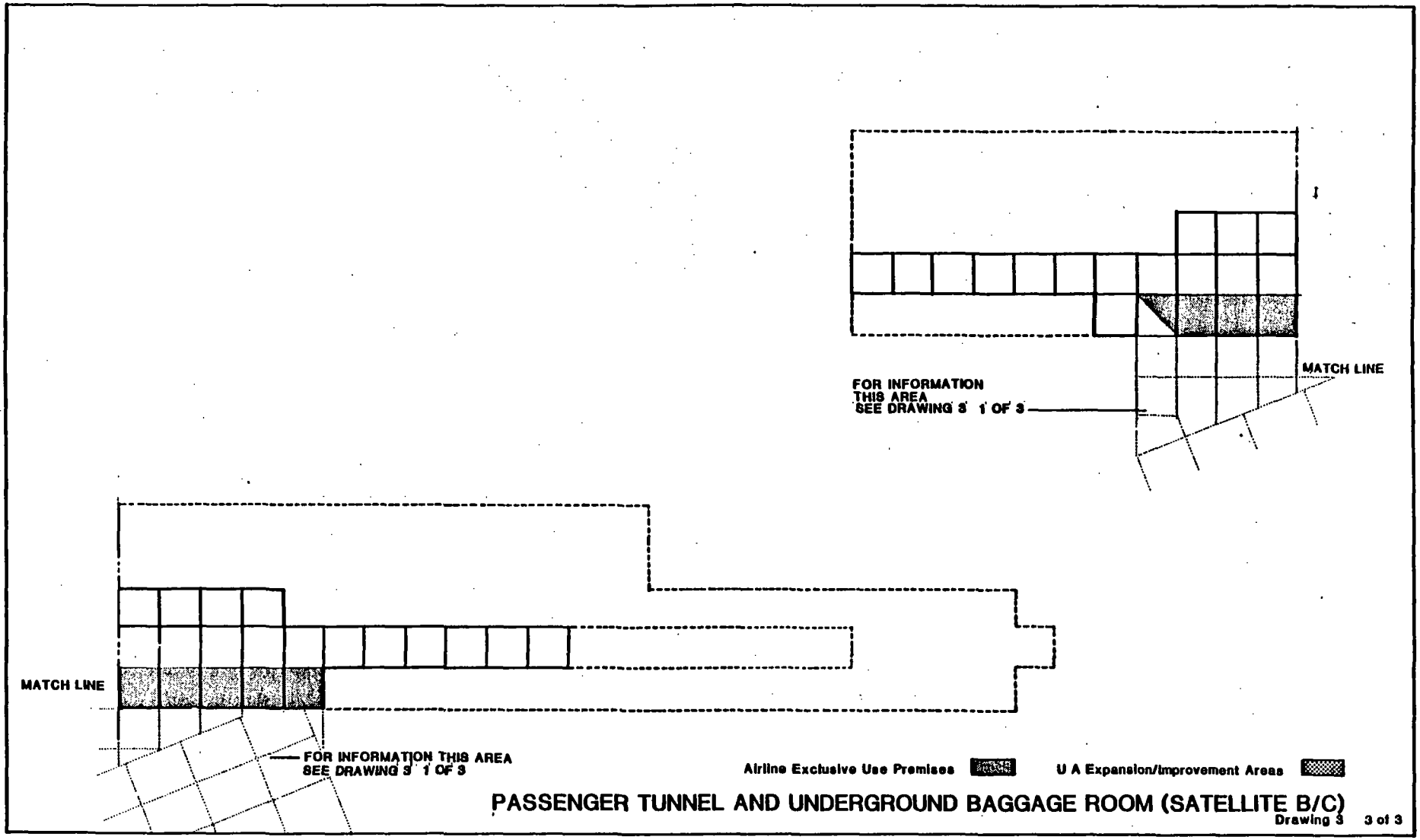

PASSENGER TUNNEL AND UNDERGROUND BAGGAGE ROOM (SATELLITE B/C)

Drawing 3 3 of 3

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City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

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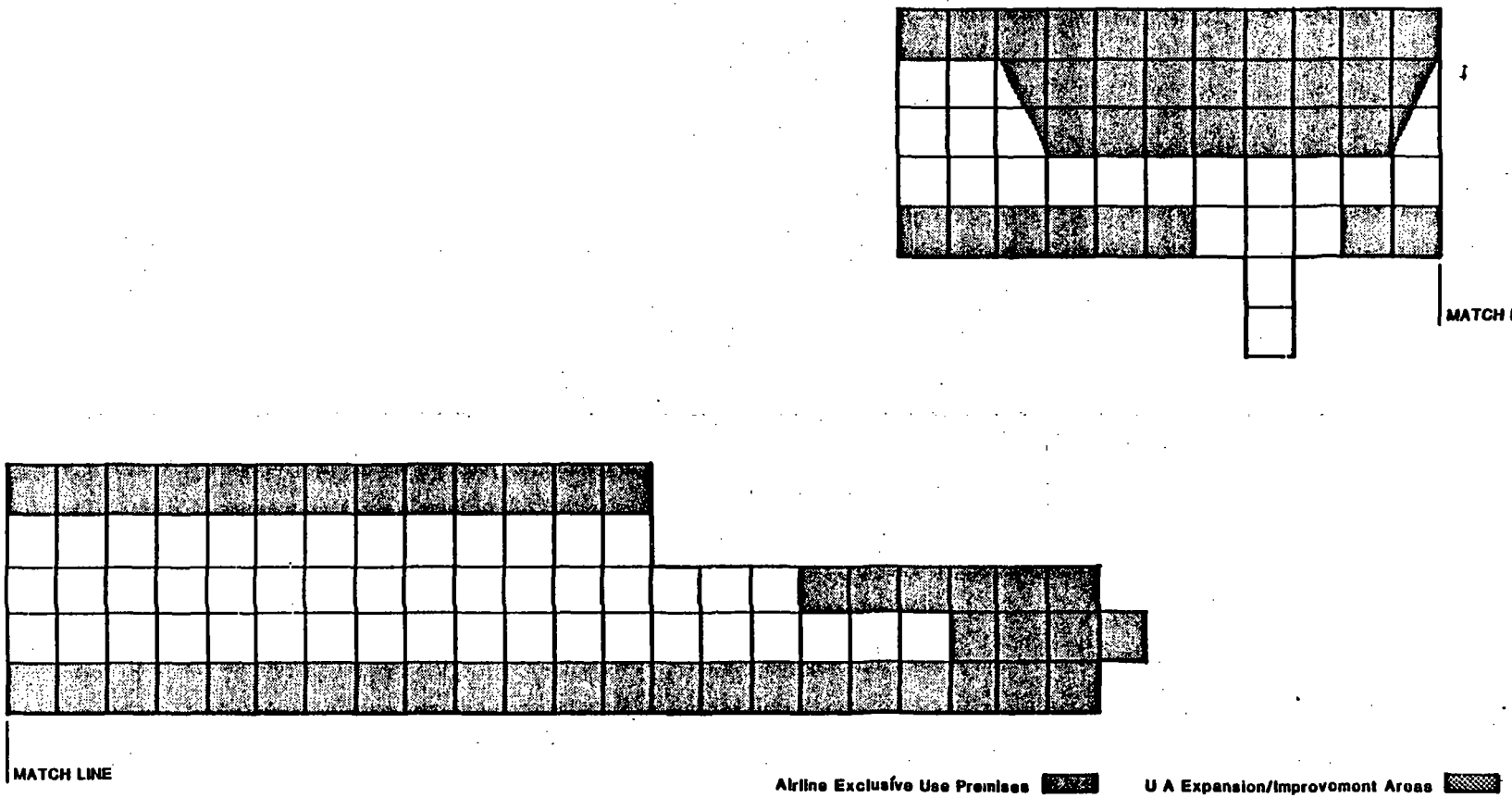

SATELLITE B/C SECOND LEVEL
Drawing 4

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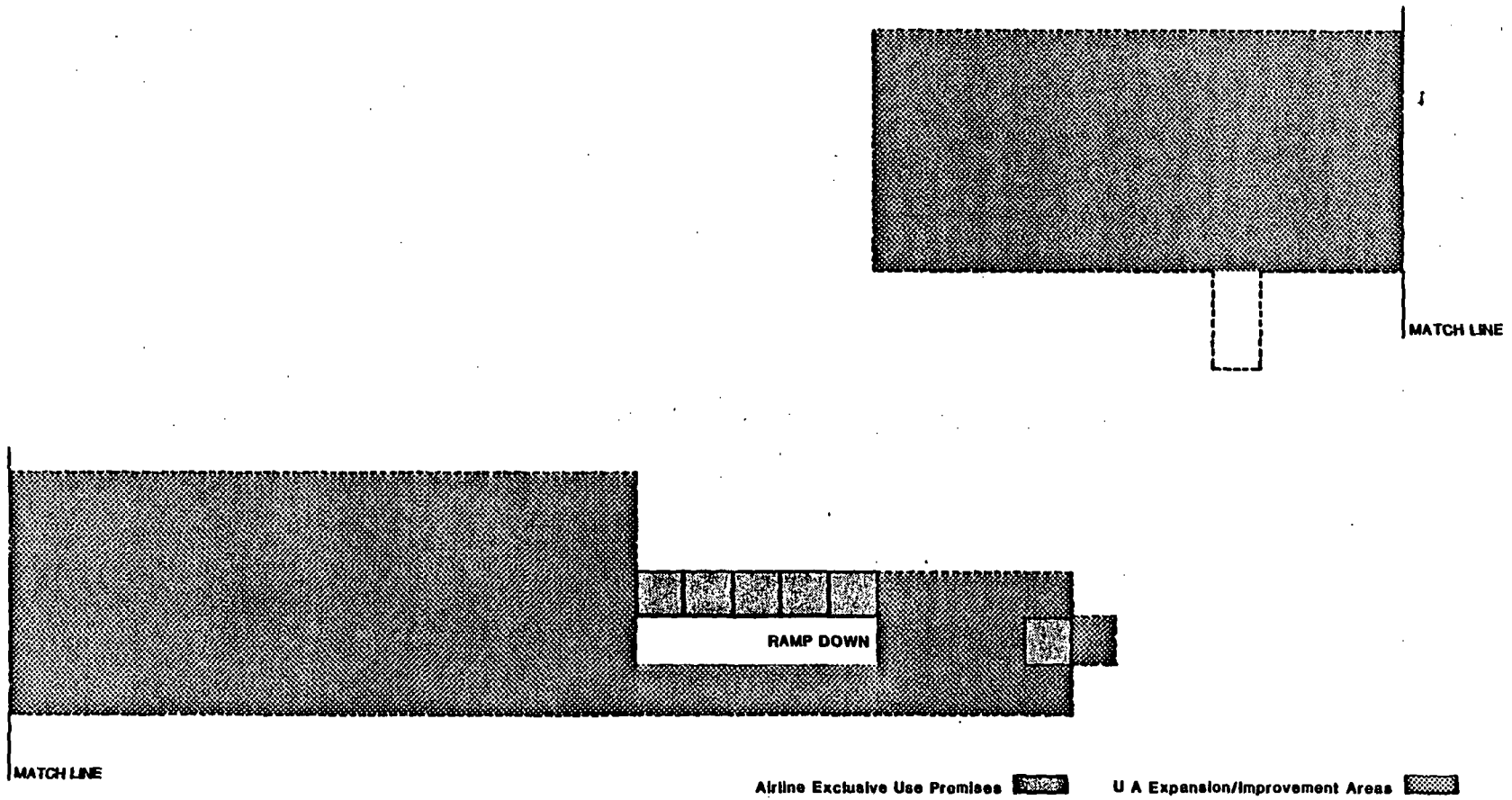

SATELLITE B/C RAMP LEVEL
Drawing 5

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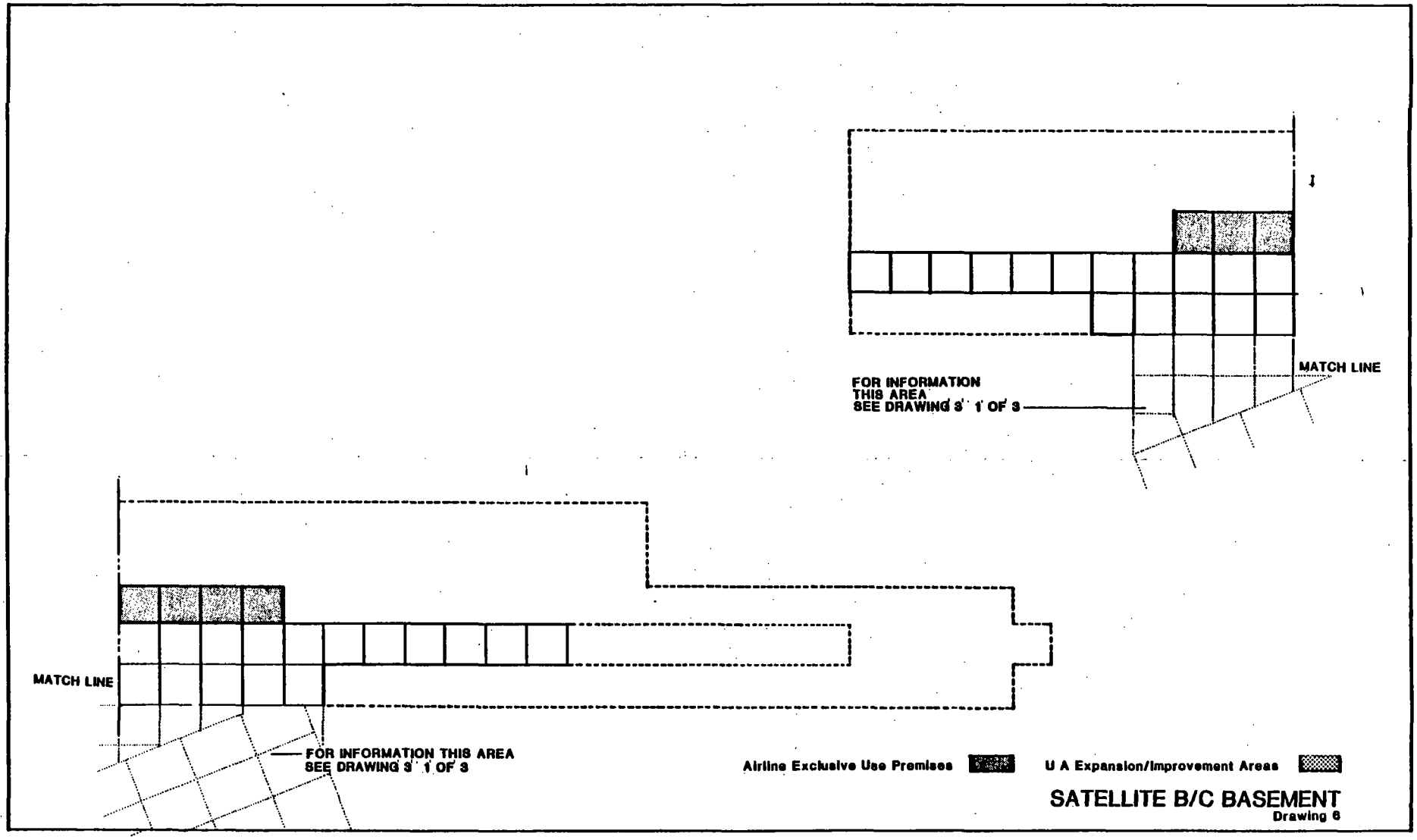

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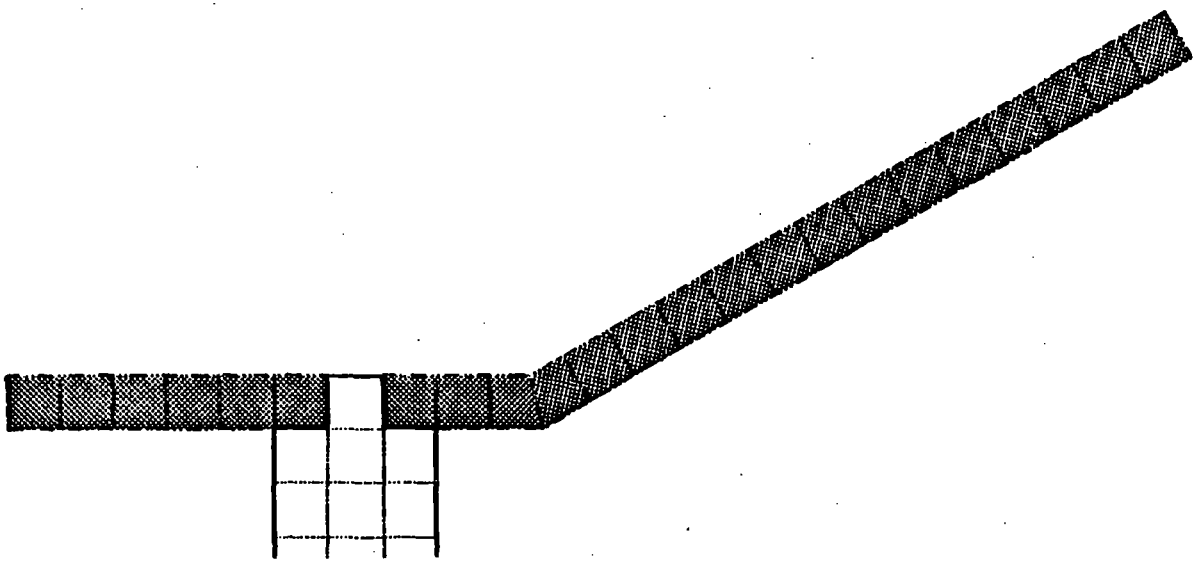
UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1



NOTE: ORIENTATION DIFFERS FROM OTHER DIAGRAMS

U A Expansion/Improvement Areas

CONCOURSE A SECOND LEVEL

Drawing 7

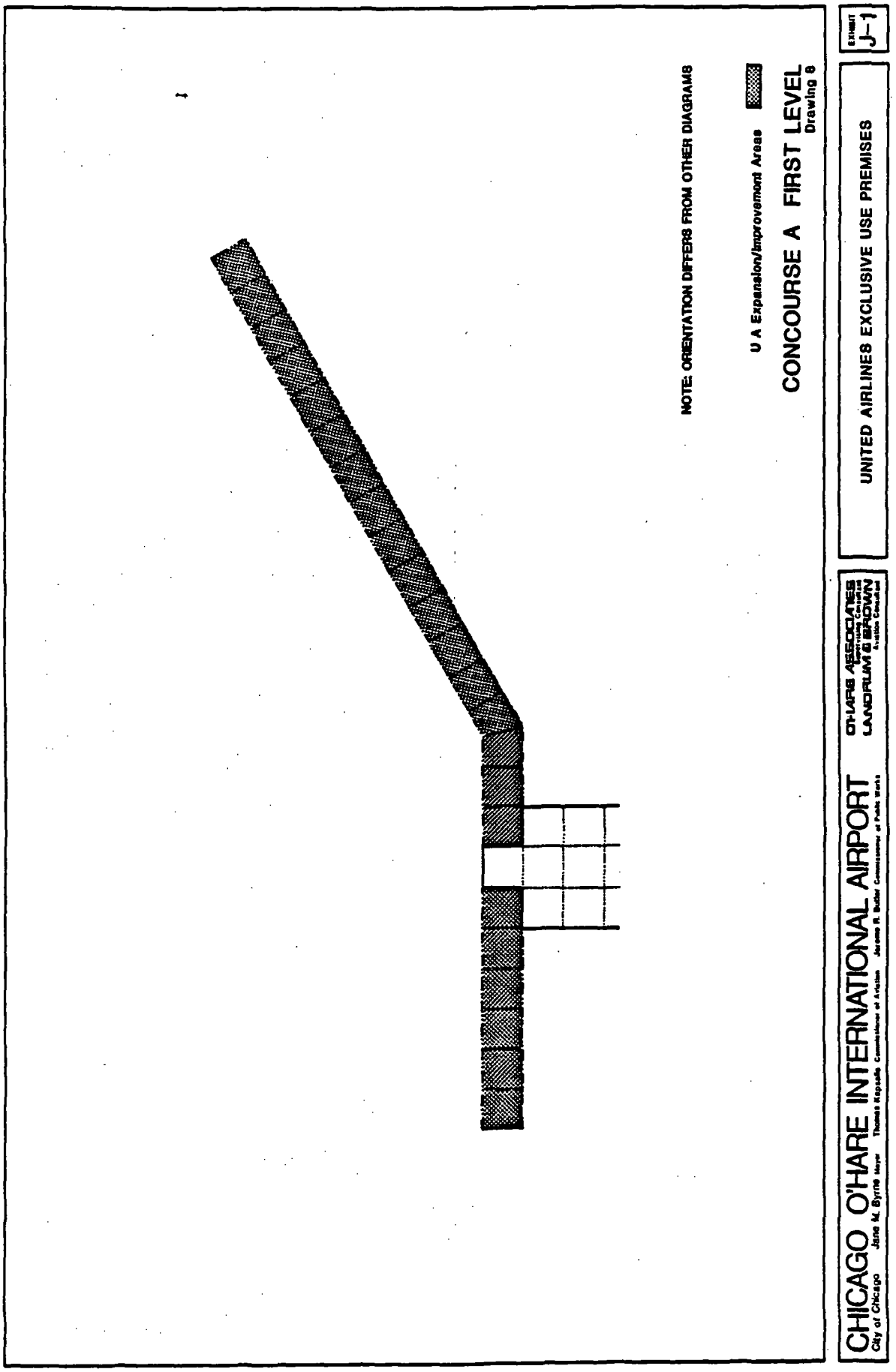
CHICAGO O'HARE INTERNATIONAL AIRPORT

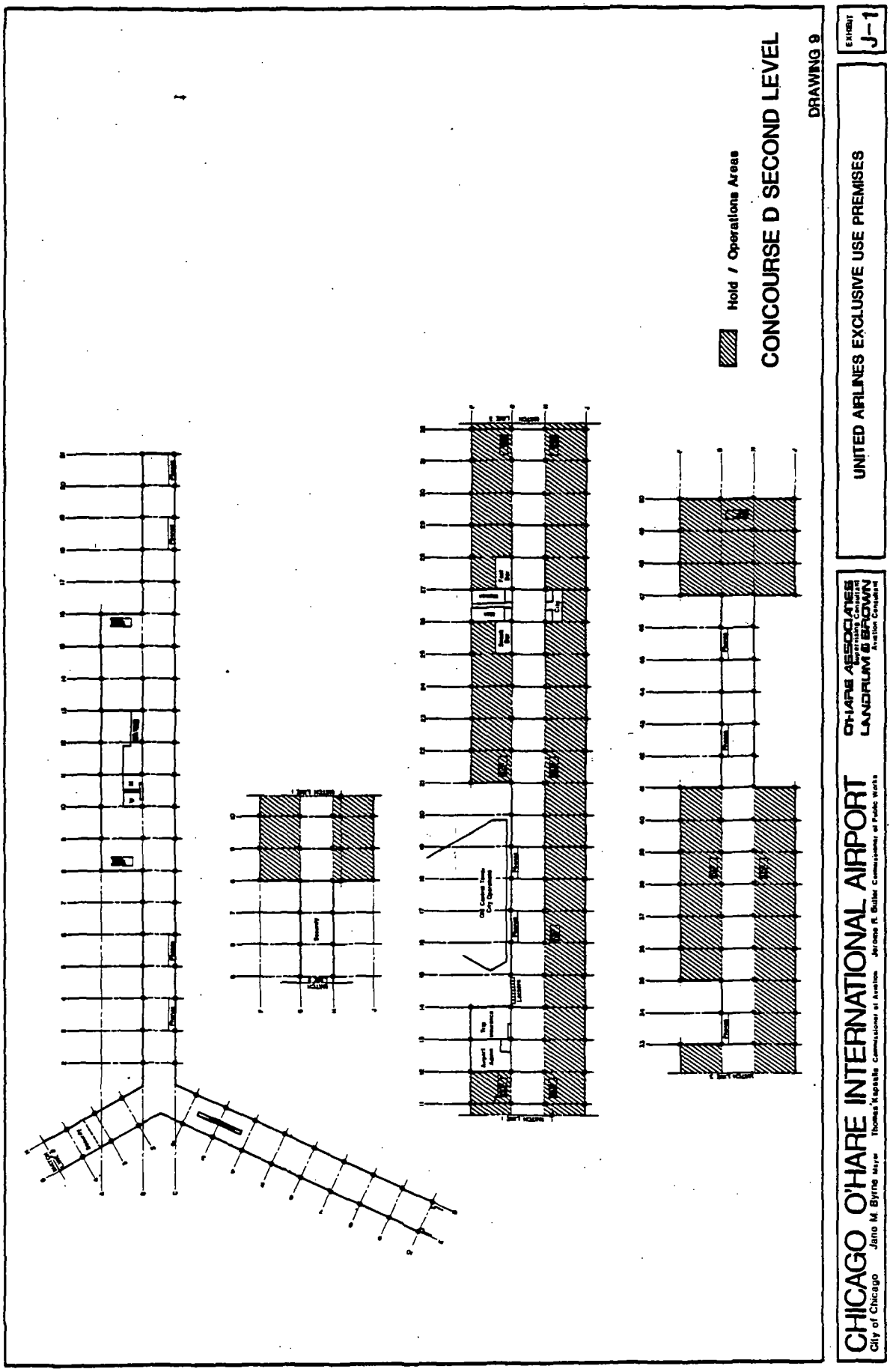
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

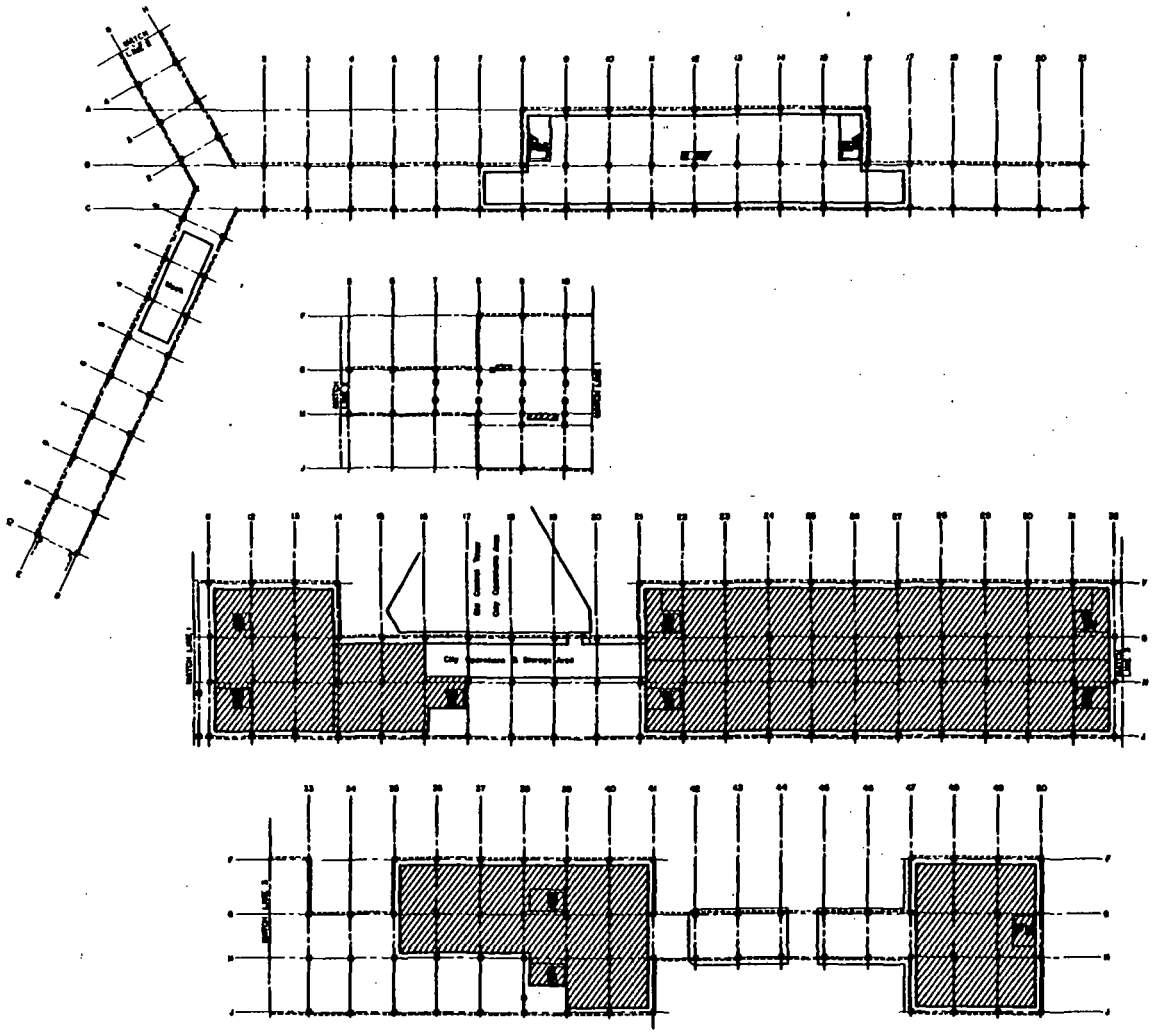
O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1


NOTE: ORIENTATION DIFFERS FROM OTHER DIAGRAMS
U A Expansion/Improvement Areas
CONCOURSE A FIRST LEVEL
Drawing 8
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
UNITED AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J-1


CONCOURSE D SECOND LEVEL
Hold / Operations Areas
DRAWING 9
UNITED AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
Jane M. Byrne Mayor
Thomas Kapsalis Commissioner of Aviation
Jerome R. Butler Commissioner of Public Works
O'HARE ASSOCIATES
Consulting Consortium
LANDRUM & BROWN
Aviation Consultant



Hold / Operations Areas

CONCOURSE D FIRST LEVEL

DRAWING 10

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Engineering Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1

EXHIBIT J-2

AIRLINE'S PHASE III EXCLUSIVE USE PREMISES

(a) City and Airline agree that Airline's Phase III Exclusive Use Premises in Terminal Building No. 1 and its associated Satellite Concourse Building (which are generally depicted in Drawing Nos. 1-6, inclusive, of this Exhibit J-2) shall consist of the following premises:

(i) an aggregate of approximately 82,800 square feet of space located on the second floor of Terminal Building No. 1;

(ii) an aggregate of approximately 76,050 square feet of space located on the first floor of Terminal Building No. 1;

(iii) an aggregate of approximately 224,150 square feet of space located in the underground baggage room located between Terminal Building No. 1 and the Satellite Concourse Building;

(iv) an aggregate of approximately 103,500 square feet of space located on the second floor of the Satellite Concourse Building;

(v) an aggregate of approximately 11,000 square feet of space located on the ramp level below the Satellite Concourse Building; and

(vi) an aggregate of approximately 6,300 square feet of space located in the basement level of the Satellite Concourse Building.

The foregoing Phase III Exclusive Use Premises, taken together, comprise approximately 503,800 square feet, of which 306,512 square feet shall be deemed Airline's Existing Footage, and approximately 197,288 square feet shall be deemed Airline's Additional Footage.

(b) City and Airline agree that the design, size and scope of Terminal Building No. 1 and the Satellite Concourse Building, including the foregoing Exclusive Use Premises and Additional Footage, are in the conceptual stage as of the Effective Date and are subject to changes and refinements prior to commencement and completion of construction of Terminal Building No. 1 and the Satellite Concourse Building, which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made and all necessary construction drawings are completed, appropriate amendments shall be made to this Exhibit J-2; it is understood and agreed that:

(i) the number of building levels and the location of Airline's functional areas may be changed upon the request of Airline. concurrence with such request not to be unreasonably withheld by City;

(ii) Airline shall have the right and option to expand or improve its Phase III Exclusive Use Premises, pursuant to Section 8.01(b), into any or all of the areas shown as "UA Expansion/Improvement Areas" on Drawing Nos. 2, 5, 7 and 8 of this Exhibit J-2, and to have any areas so improved or expanded thereafter included in Airline's Exclusive Use Premises as Existing Footage, and City shall not take or authorize any action that will interfere with or prevent Airline's exercise of said option; and

(iii) any amendments required by the final construction drawings, or the exercise of Airline's option under Paragraph (ii) of this Subsection, shall be effected without further action other than the technicality of attaching new Exhibit J-2 pages to this Agreement.

(c) City and Airline agree that Terminal Building No. 1 and the Satellite Concourse Building (Capital Projects TA-1 and TA-3 in Exhibit B), as constructed, will not include the following areas in Airline's Exclusive Use Premises:

(i) the underground passenger concourse shown on Drawing No. 3;

(ii) all "UA Expansion/Improvement Areas" shown on Drawing Nos. 2, 5, 7 and 8, unless and until all or a portion of such areas is enclosed and finished by Airline, pursuant to Section 8.01(b), or otherwise, for exclusive use by Airline;

(iii) the ramp driveways associated with the Satellite Concourse Building shown on Drawing Nos. 3 and 6; and

(iv) all other areas of Terminal Building No. 1 and the Satellite Concourse Building (shown on Drawing Nos. 1-6, inclusive) not deemed to be Exclusive Use Premises in the completed structure.

(d) City and Airline agree that Airline may elect to fund the cost of all or any part of the design, construction and equipping of Terminal Building No. 1 and its associated Satellite Concourse Building (including "UA Expansion/Improvement Areas", and tenant

improvements and equipment necessary for Airline to conduct an Air Transportation Business), through the issuance of Special Facility Revenue Bonds for which Airline has the unconditional obligation to make debt service payments. Upon request of Airline, City agrees to issue such Bonds in an amount sufficient to cover the costs thereof and to enter into with Airline a Special Facility Financing Arrangement, having provisions identical or substantially similar to those provisions in the Special Facility Use Agreement dated as of August 1, 1982 between City and Delta Air Lines, Inc., governing (i) the City's obligation to issue bonds, and Airline's right to approve such bonds, (ii) the design and construction supervision by Airline, including "fast-tract" construction procedures, (iii) the reimbursement to Airline for cost of "Common Improvements", as defined therein, (iv) the refinancing of cost of Public Use Premises and Aircraft Parking Areas, and (v) credits to Airline pursuant to Section 5.03(b) and Section 5.06(c) of the Agreement to which this Exhibit J-2 is attached.

(e) (i) City and Airline agree that City may be required to accommodate at the Airport the terminal facilities requirements of Braniff Airways, Incorporated ("Braniff"), or a successor-in-interest approved by the United States Bankruptcy Court for the Northern District of Texas (Fort Worth Division) in Case No. 482-00369 ("a Successor"), with respect to Braniff's 1959 Terminal Lease Agreement, or an Airport Use Agreement, with City.

(ii) City and Airline agree that if City is unable to otherwise accommodate Braniff or a Successor, Airline shall provide the Hold Area and Operations Area depicted in Drawing Nos. 9 and 10, respectively, of this Exhibit J-2 for use and occupancy by Braniff or a Successor, subject to the terms and conditions in the following Subparagraphs (iii) through (v), inclusive.

(iii) Airline agrees to accommodate Braniff or a Successor by means of a sublease of the premises depicted in said Drawing Nos. 9 and 10, the term of which sublease shall not extend beyond January 1, 1999 or, upon request of City, Airline shall execute all documents necessary to release said premises to City for the sole purpose of City then leasing said premises directly to Braniff or a Successor.

(iv) City and Airline agree that other than the Hold Area and Operations Area depicted in said Drawing Nos. 9 and 10, no premises shall be leased or otherwise provided to Braniff or a Successor within Terminal Building No. 1 or its associated Satellite Concourse Building, and that all other terminal facilities of Braniff or a Successor, including ticket area, outbound baggage area, baggage claim area and administrative area, shall be located in Terminal Building No. 2.

(v) City and Airline agree that, in the event neither Braniff nor a Successor requires terminal facilities in Terminal Building No. 1, Airline shall be under no further obligation regarding the accommodation of others within the premises depicted in said Drawing Nos. 9 and 10, and said premises shall remain part of the Exclusive Use Premises of Airline for the term of this Agreement.

(f) City and Airline agree that, in order to provide a safe, orderly and efficient flow of aircraft movements on the ground in and around Terminal Building No. 1 and its associated Satellite Concourse Building, (i) the aircraft parking limit line on the northwest side of Concourse Building E shall not exceed two hundred (200) feet measured perpendicularly outward from the northwest face of Concourse Building E, and (ii) except for extraordinary circumstances, aircraft movements on the taxi lanes between Terminal Building No. 1 and its associated Satellite Concourse Building shall be restricted to aircraft departing from or arriving at those Buildings.

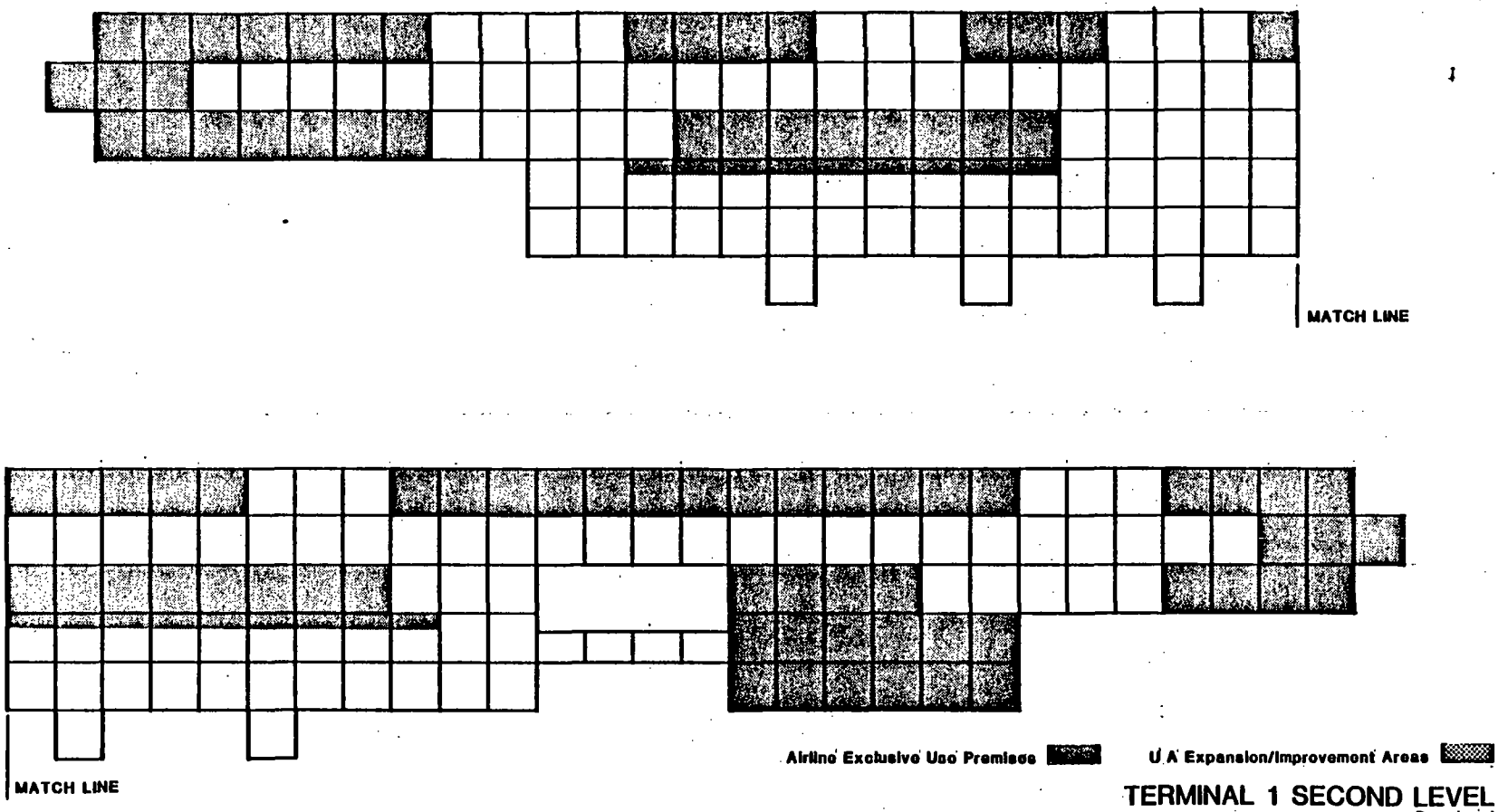
(g) City and Airline agree that the provisions of the agreements set forth in Subparagraph (f) immediately above shall be specifically incorporated by City into the Airport rules and regulations governing Aircraft Operators at the Airport.

(h) City and Airline agree that if, as of the Date of Beneficial Occupancy of Airline's complete Phase III Exclusive Use Premises, Airline has constructed an extension of Terminal Building No. 1 encompassing the entire "UA Expansion/Improvement Area" shown on Drawing Nos. 7 and 8 of this Exhibit J-2, Airline will, as of said Date and upon written request from City to Airline, provide for Britt Airways, Inc. ("Britt") Exclusive Aircraft Parking Area of three hundred twenty (320) lineal feet, as depicted in Drawing No. 4 of Exhibit K-2 to this Agreement, and associated passenger hold area, ticket area, outbound baggage area, baggage claim area and operations area, the location and configuration of such areas to be determined by Airline. Airline shall make said provisions for Britt through a non-assignable agreement between Airline and Britt, the term of which shall become effective not more than thirty (30) days following the Date of Beneficial Occupancy of Airline's complete Phase III Exclusive Use Premises, and which shall provide for reasonable rates and charges, to be agreed upon by Airline and Britt, by which Airline will be reasonably compensated for Airline's Terminal Area Rental, Terminal Area Use Charges, and capital costs (attributable to the facilities subleased to Britt).

(i) City and Airline agree that, in the event the terminal and aircraft parking areas described in Subparagraph (h) above are constructed and are not provided to Britt, or are later vacated by Britt, Airline shall be under no further obligation with respect to

such areas regarding the accommodation of others, and said areas shall remain, or be conveyed from City to Airline to again be, part of the Exclusive Use Premises of Airline for the term of this Agreement.

(j) City and Airline further agree that if, on the Date of Beneficial Occupancy of Airline's complete Phase III Exclusive Use Premises, Airline has not elected to construct an extension of Terminal Building No. 1 in the "UA Expansion/Improvement Area" shown on Drawing Nos. 7 and 8 of this Exhibit J-2, or if construction is accomplished that does not include the Airline Exclusive Use Premises depicted in Drawing No. 11 of this Exhibit J-2, City may construct hold area and operation area space in the terminal area depicted in Drawing No. 11 of this Exhibit J-2, including the construction of a means of connection that permits direct and covered ingress and egress between such hold area and the north end of Terminal Building No. 1, and Airline agrees to release the aircraft parking area shown in Drawing No. 4 of Exhibit K-2 to this Agreement so that City may lease such hold area and operations area,together with such aircraft parking area. City covenants that the construction and leasing of such areas shall not interfere with Airline's use and enjoyment of Terminal Building No. 1 and its associated Aircraft Parking Area.



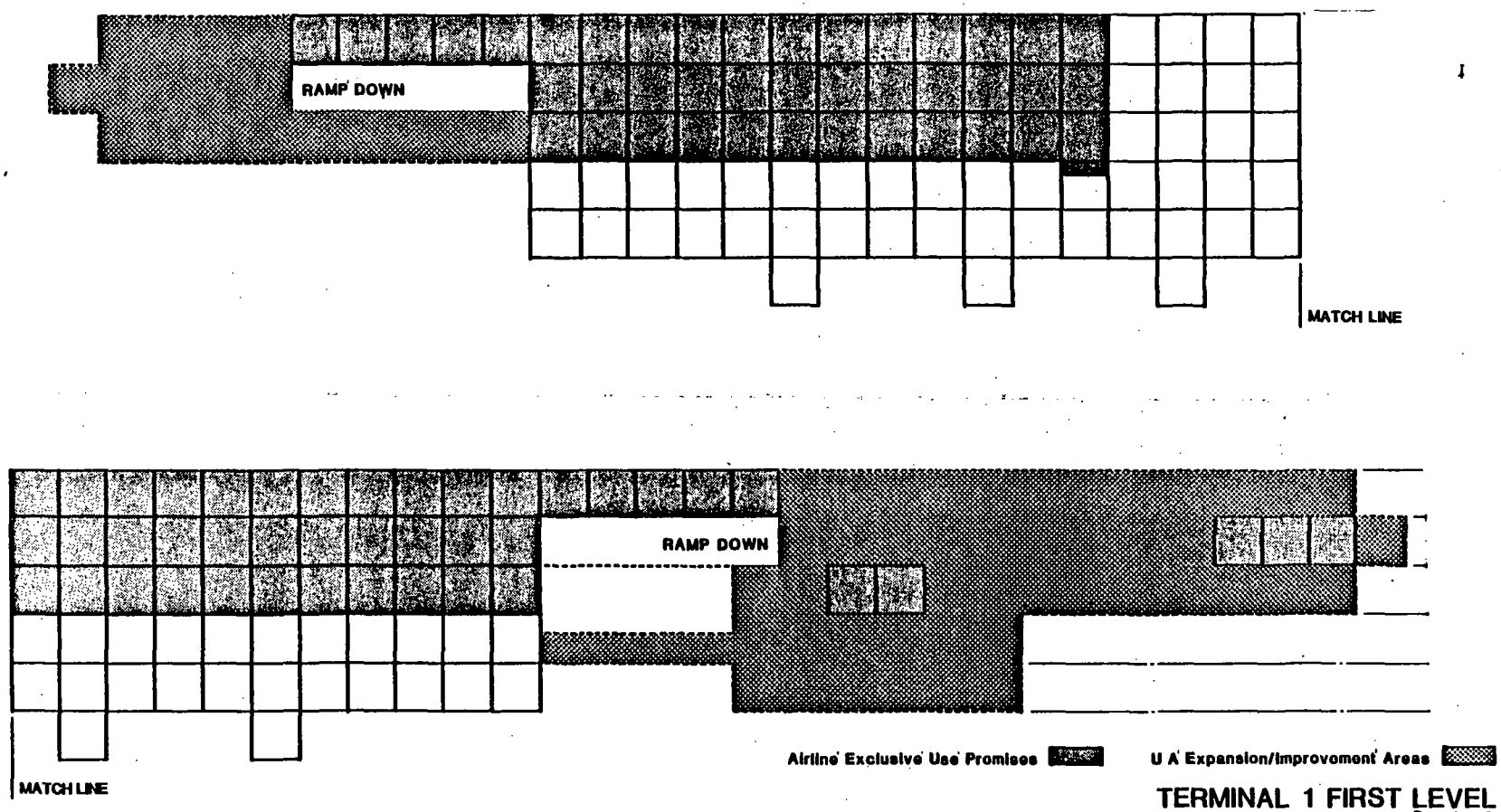
TERMINAL 1 SECOND LEVEL
Drawing 1

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2

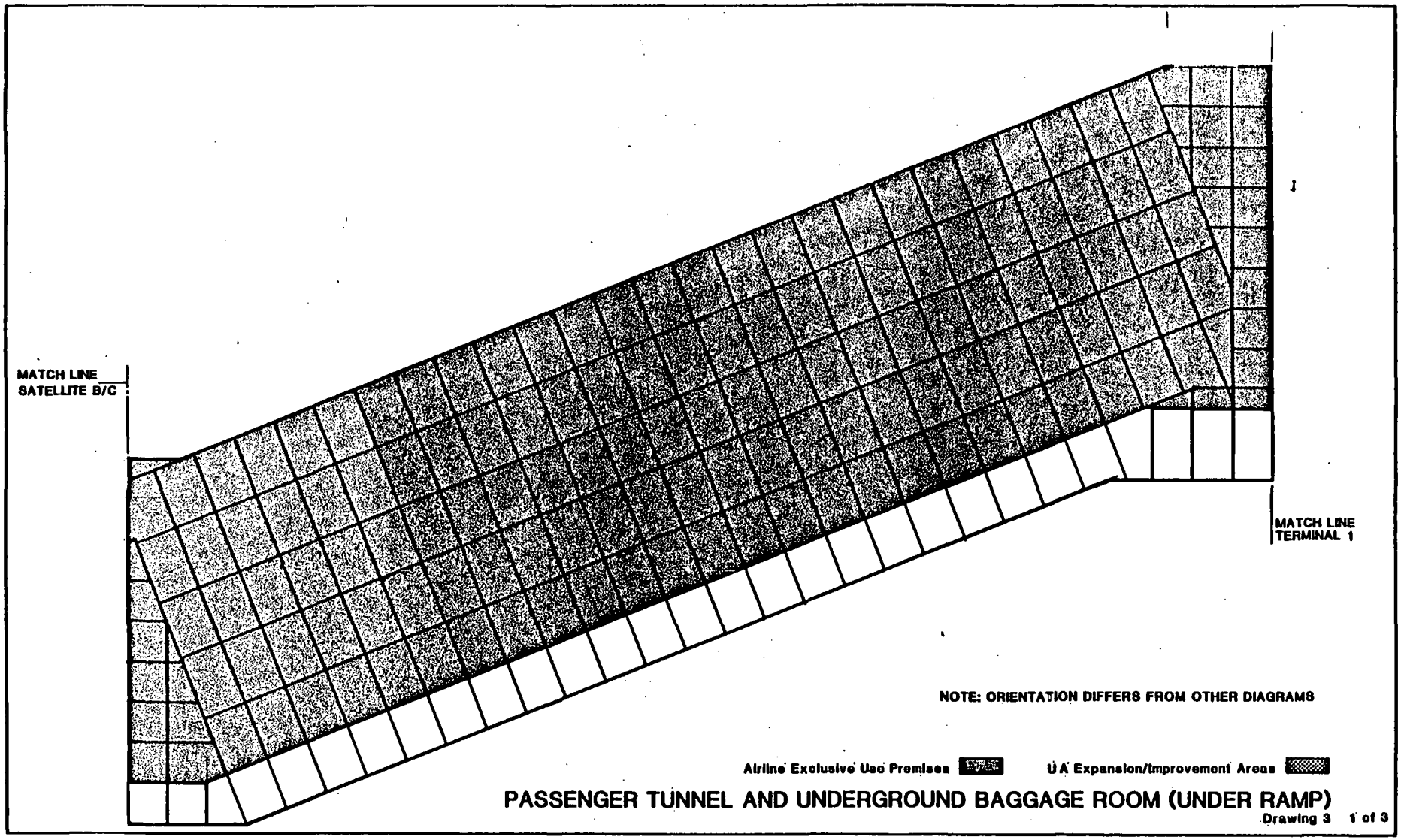


TERMINAL 1 FIRST LEVEL
Drawing 2

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works
O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



PASSENGER TUNNEL AND UNDERGROUND BAGGAGE ROOM (UNDER RAMP)

Drawing 3 1 of 3

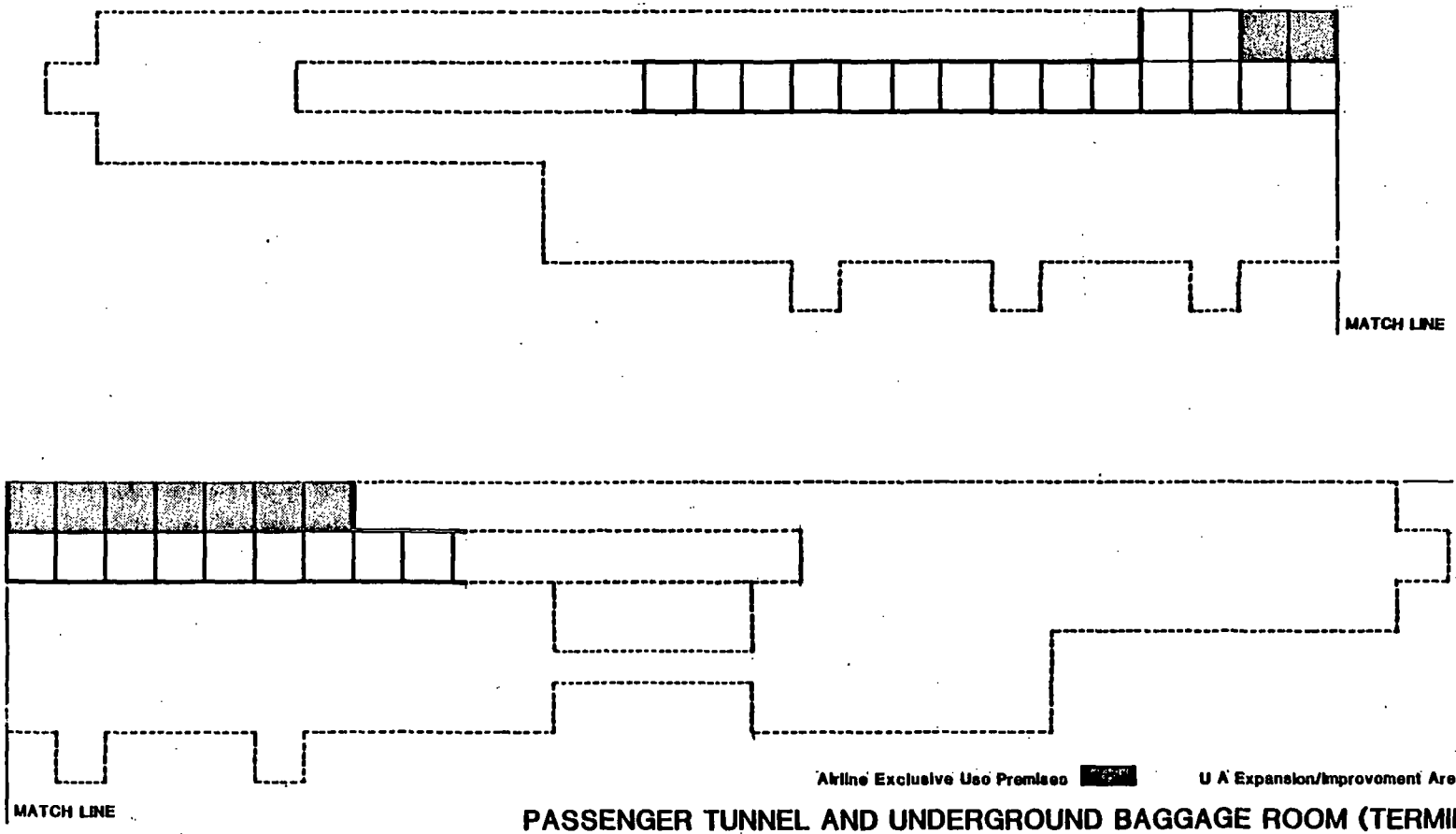
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



PASSENGER TUNNEL AND UNDERGROUND BAGGAGE ROOM (TERMINAL 1)

Drawing 3 2 of 3

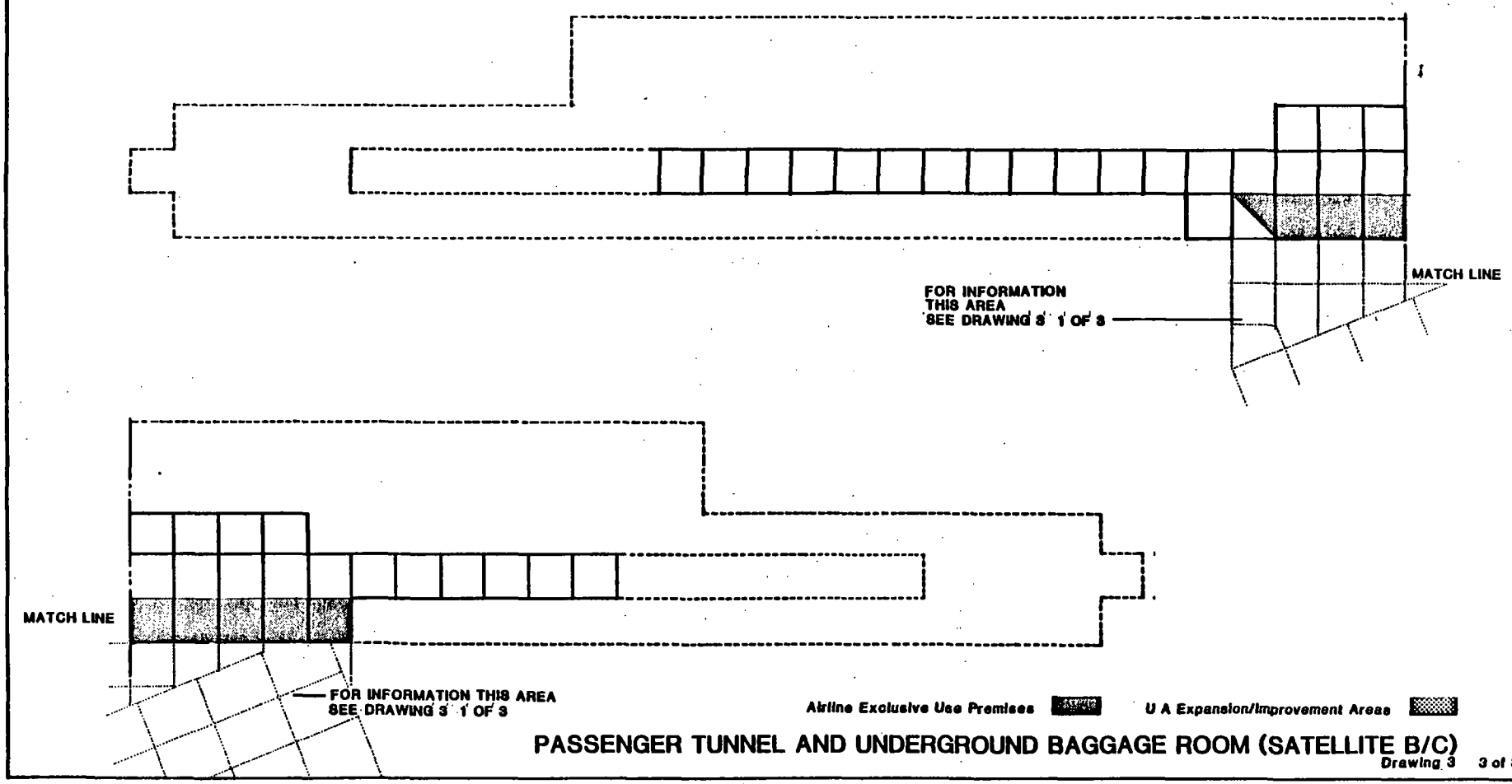
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



PASSENGER TUNNEL AND UNDERGROUND BAGGAGE ROOM (SATELLITE B/C)

Drawing 3 3 of 3

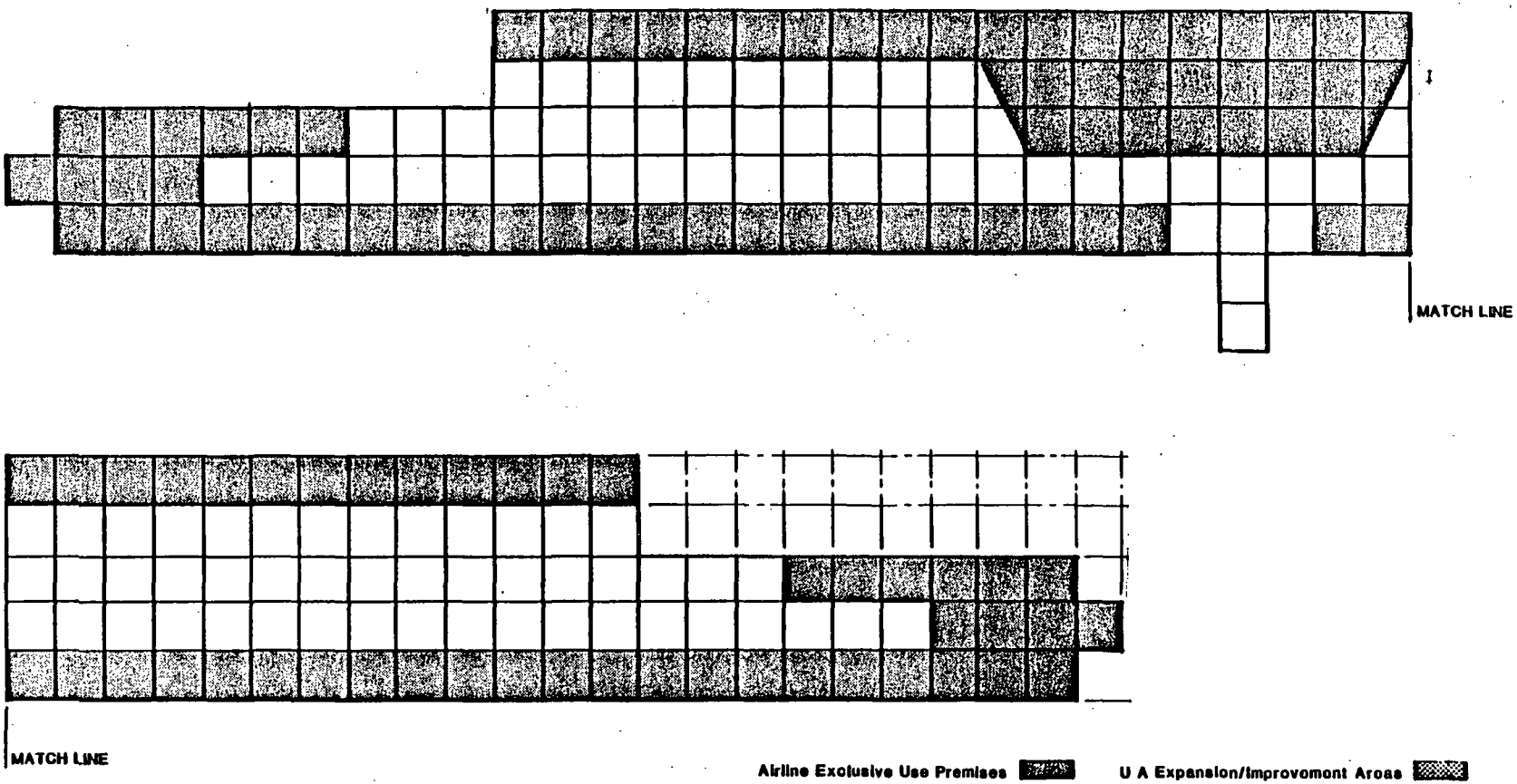
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



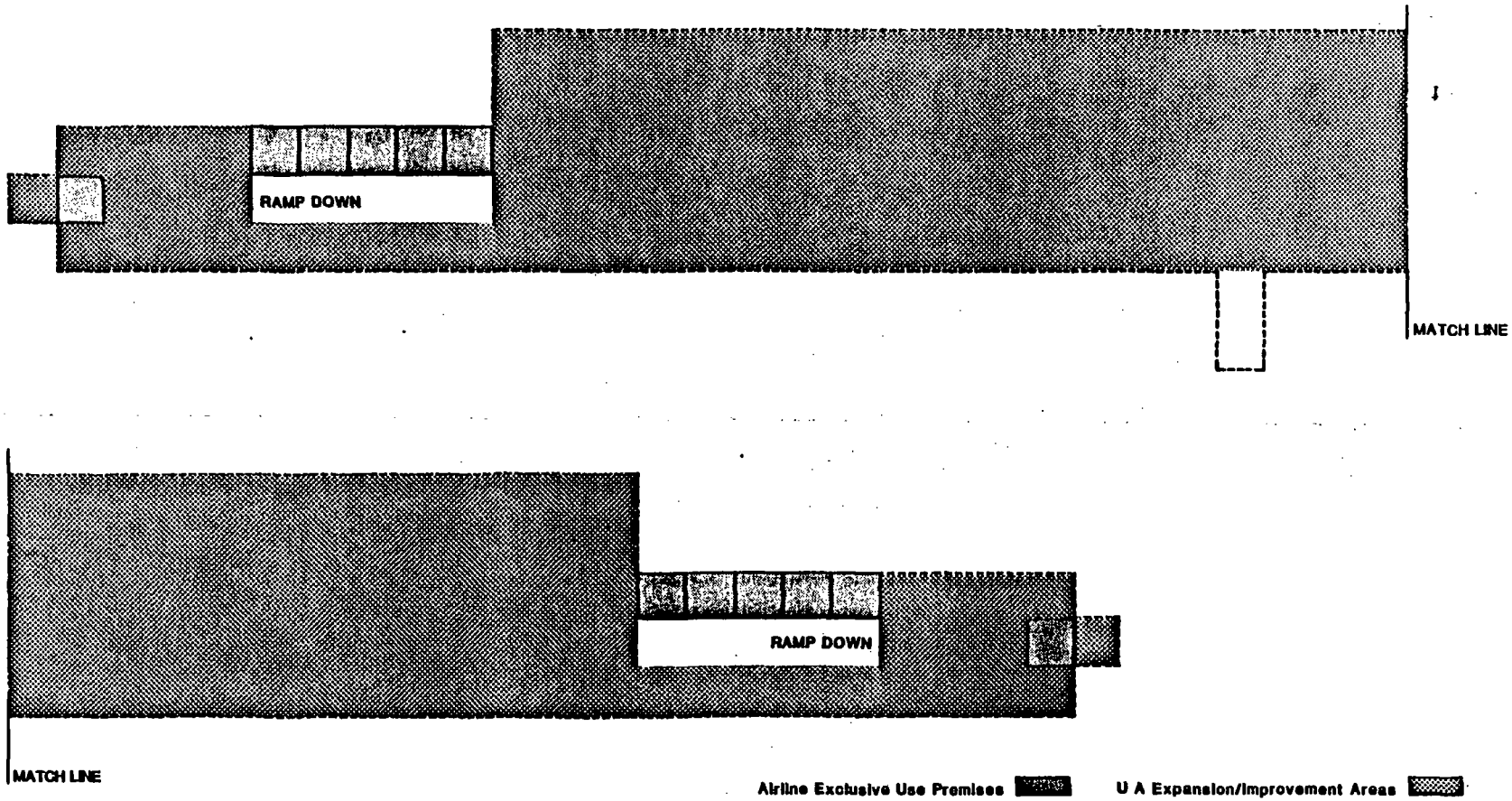
SATELLITE B/C SECOND LEVEL
Drawing 4

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Operating Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



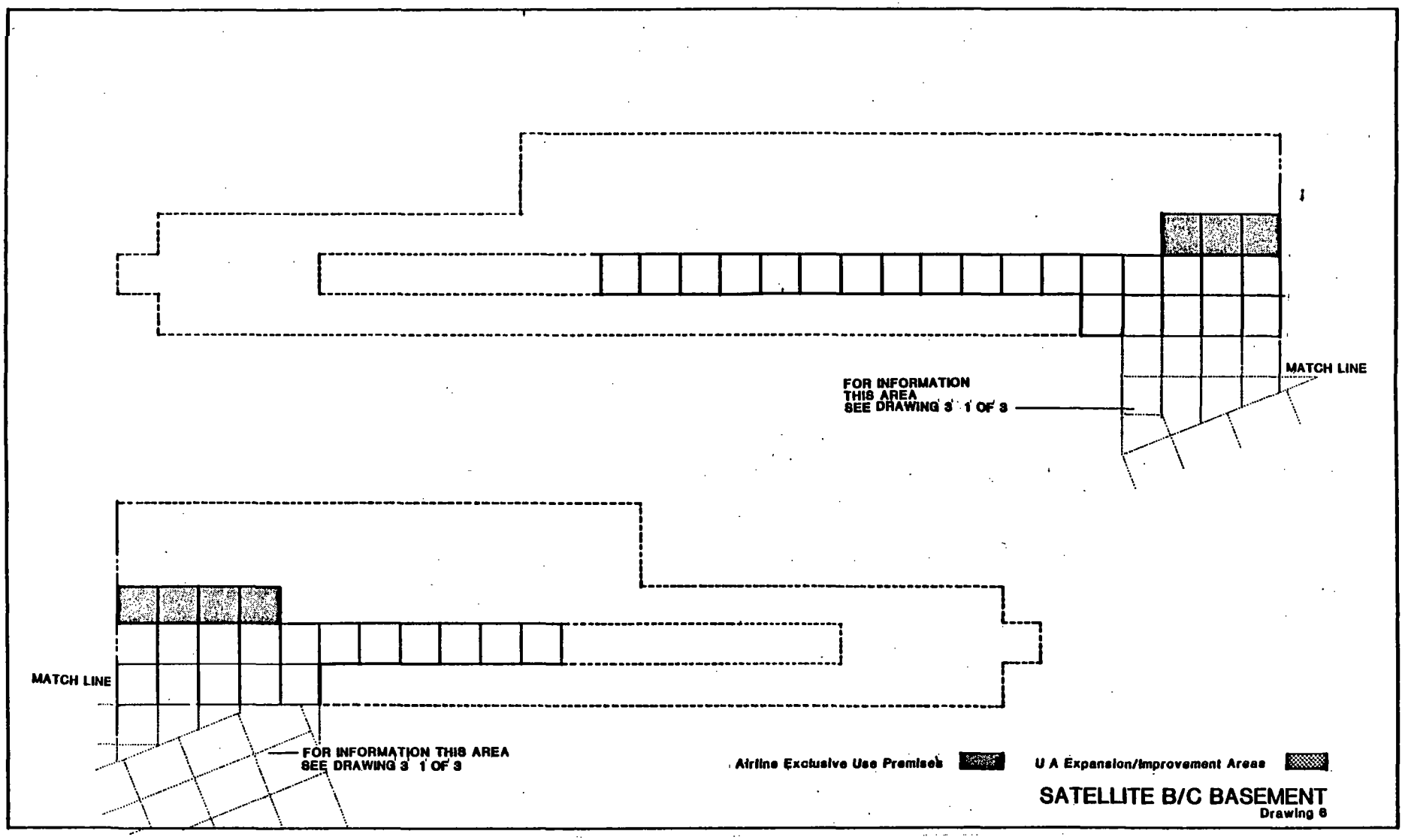
SATELLITE B/C RAMP LEVEL
Drawing 6

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



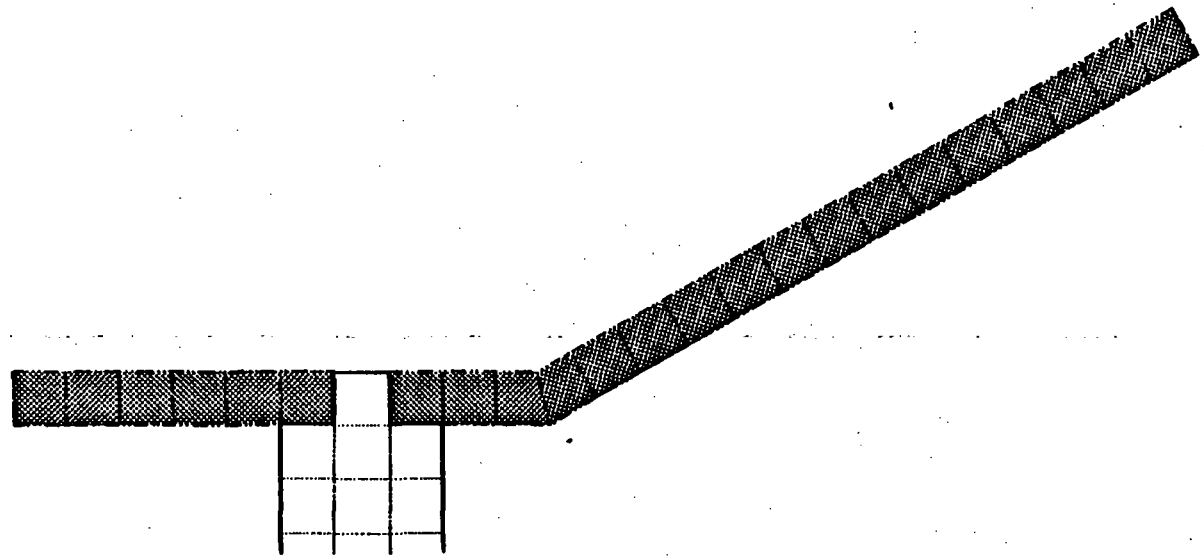
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



NOTE: ORIENTATION DIFFERS FROM OTHER DIAGRAMS

U A Expansion/Improvement Areas

CONCOURSE A SECOND LEVEL

Drawing 7

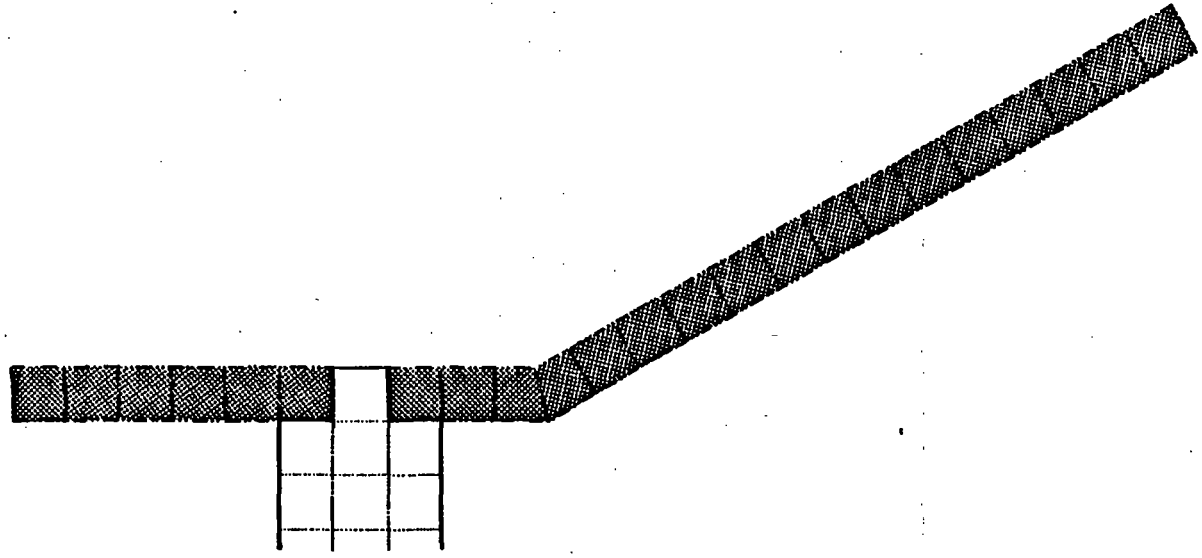
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



NOTE: ORIENTATION DIFFERS FROM OTHER DIAGRAMS

U A Expansion/Improvement Areas

CONCOURSE A FIRST LEVEL

Drawing 8

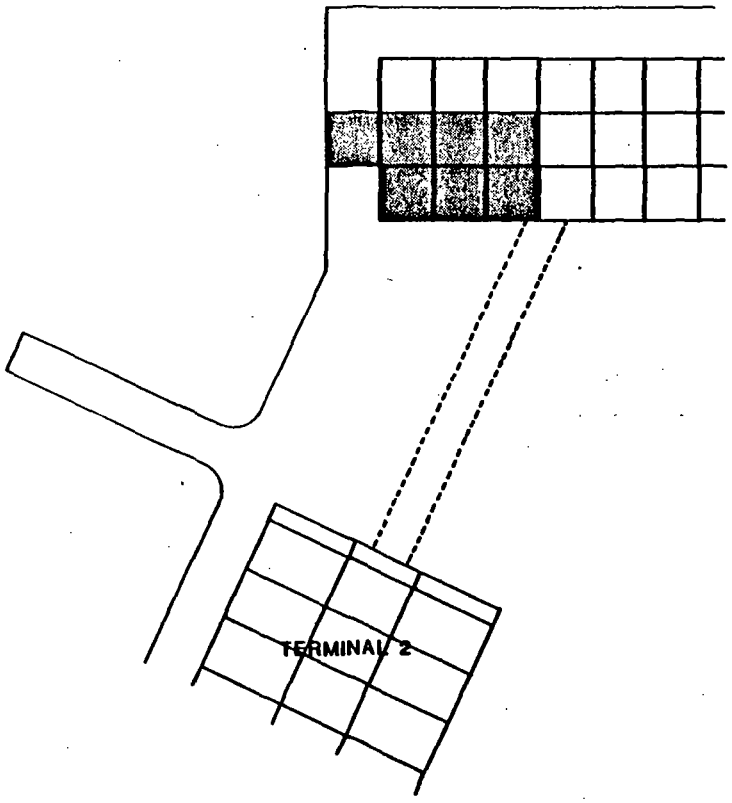
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Airport Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



Airline Exclusive Use Premises

TERMINAL 1 SECOND LEVEL

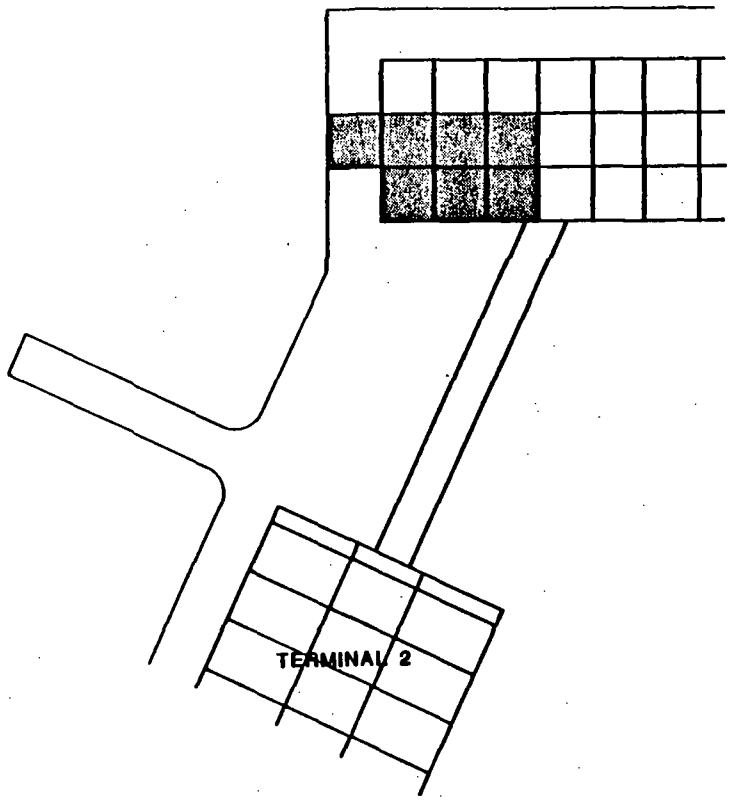
DRAWING 9

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



Airline Exclusive Use Premises

TERMINAL 1 FIRST LEVEL

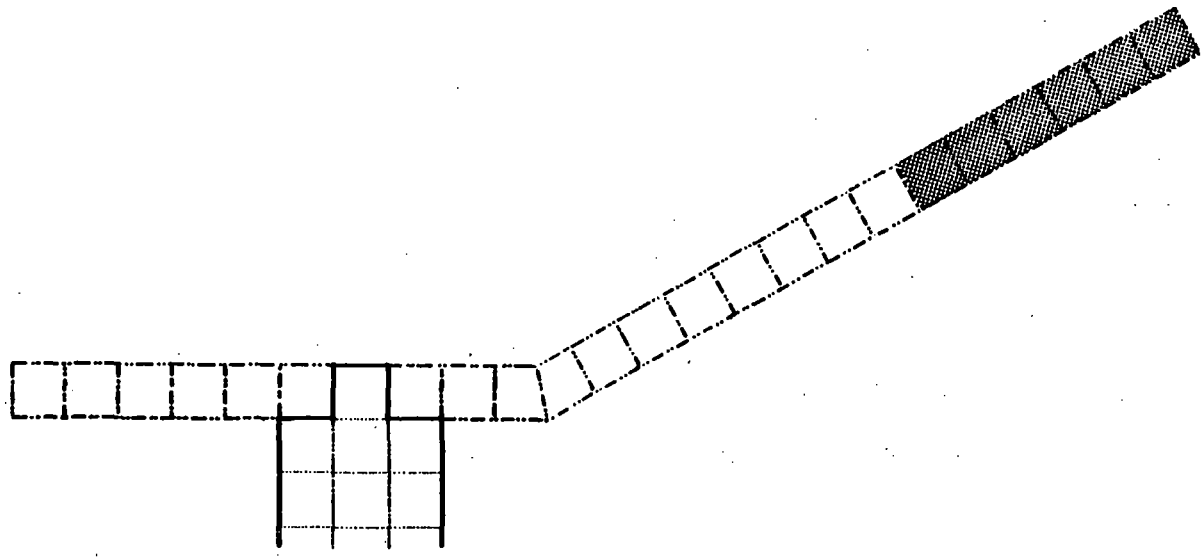
DRAWING 10

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome A. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



NOTE: ORIENTATION DIFFERS FROM OTHER DIAGRAMS

Airline Exclusive Use Premises

CONCOURSE A FIRST AND SECOND LEVEL

Drawing 11

CHICAGO O'HARE INTERNATIONAL AIRPORT

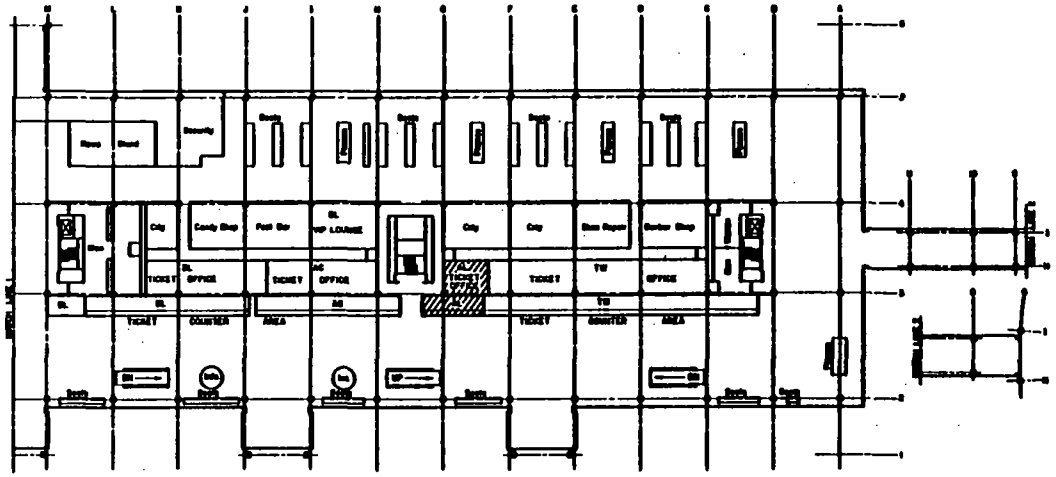
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

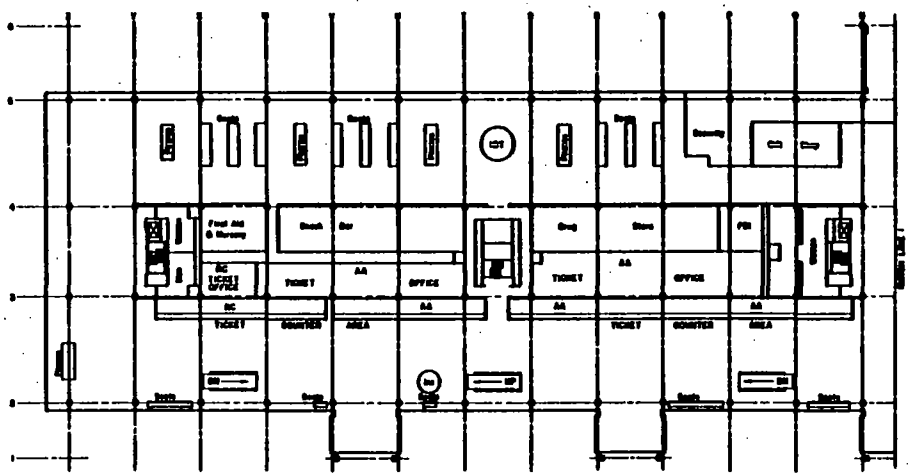
O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2

Journal pages 15424—15436 are a part of the agreement with US Air, Inc. only.





AIRLINES TICKET AREA
(Second Floor Terminal 3)

Terminal No. 3		
Basement	0	
Lower Level	1,446	
Upper Level	572	
Mezzanine	0	
Total	2,018	
Concourse G		
Apron Level	4,025	
Upper Levels	5,795	
Total	9,820	
Grand Total		11,838

DRAWING 1

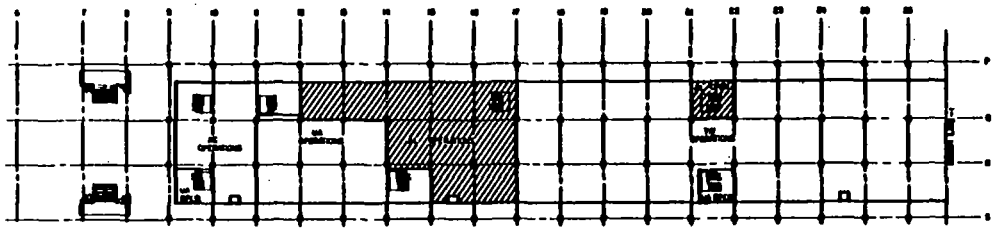
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

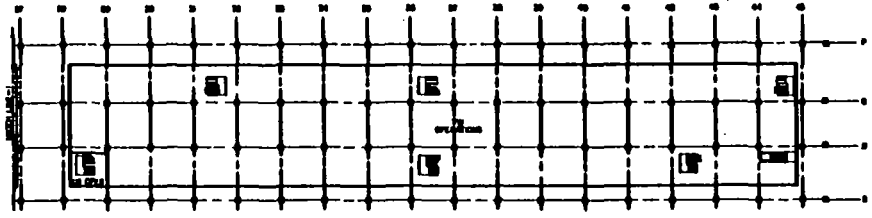
O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES OPERATIONS AREA
(First Floor Concourse G)





DRAWING 2 1 of 1

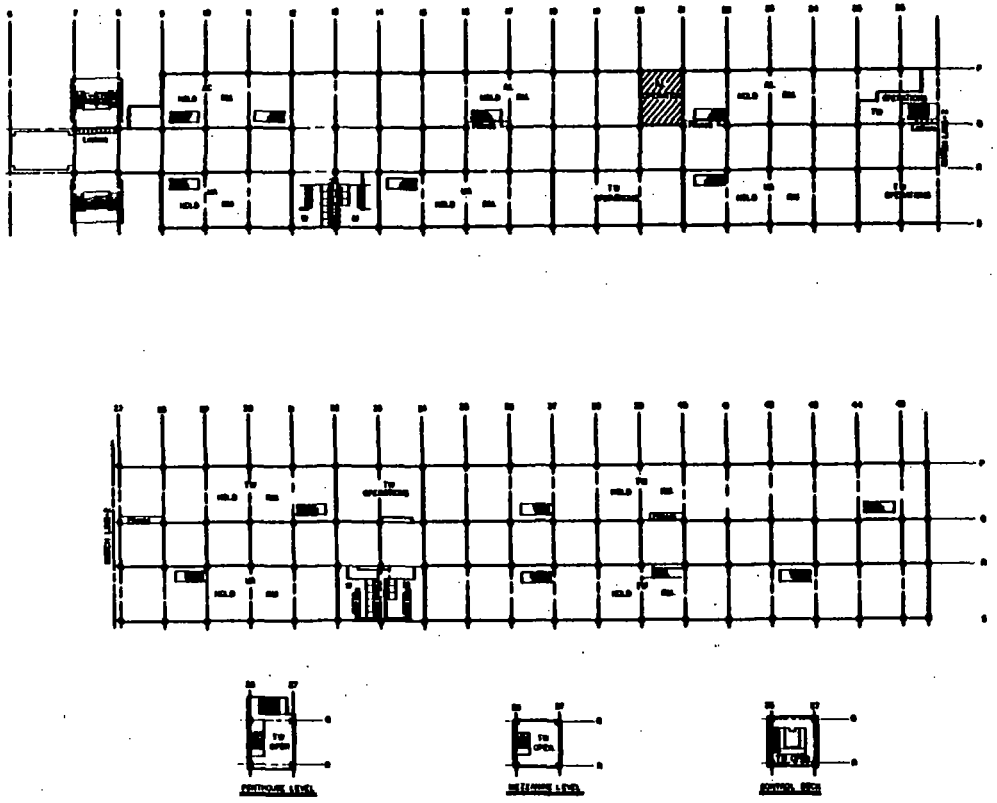
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kopsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES OPERATIONS AREA
(Second Floor Concourse G)



DRAWING 2 2 of 1

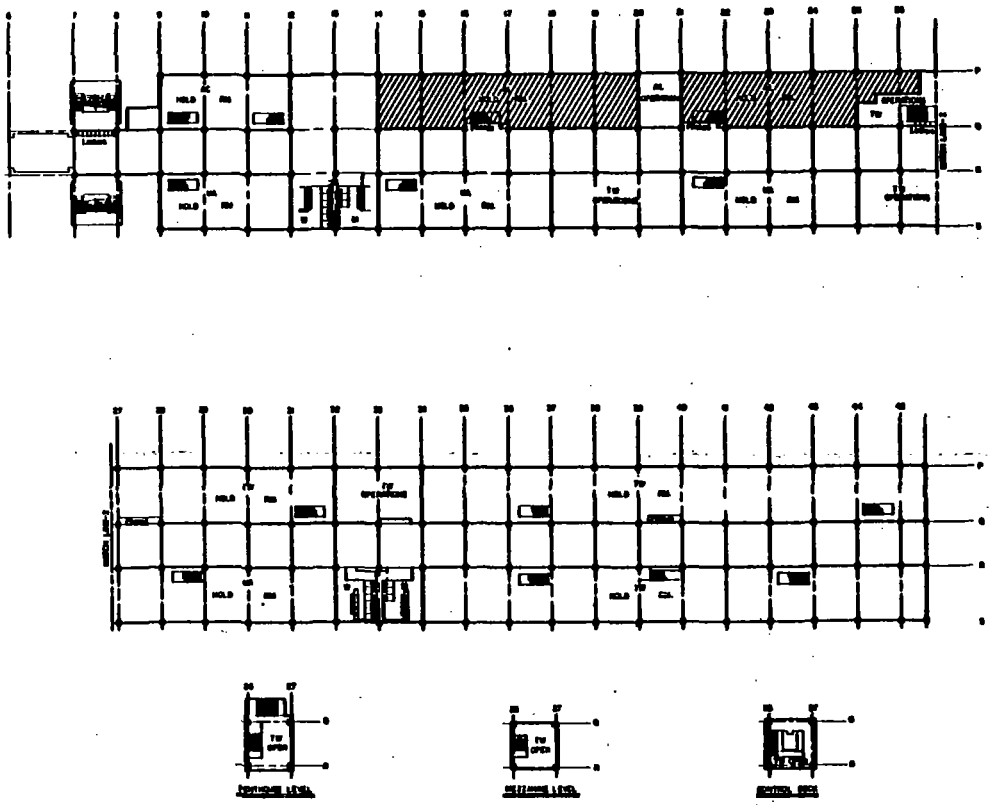
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES HOLD AREA
(Second Floor Concourse G)



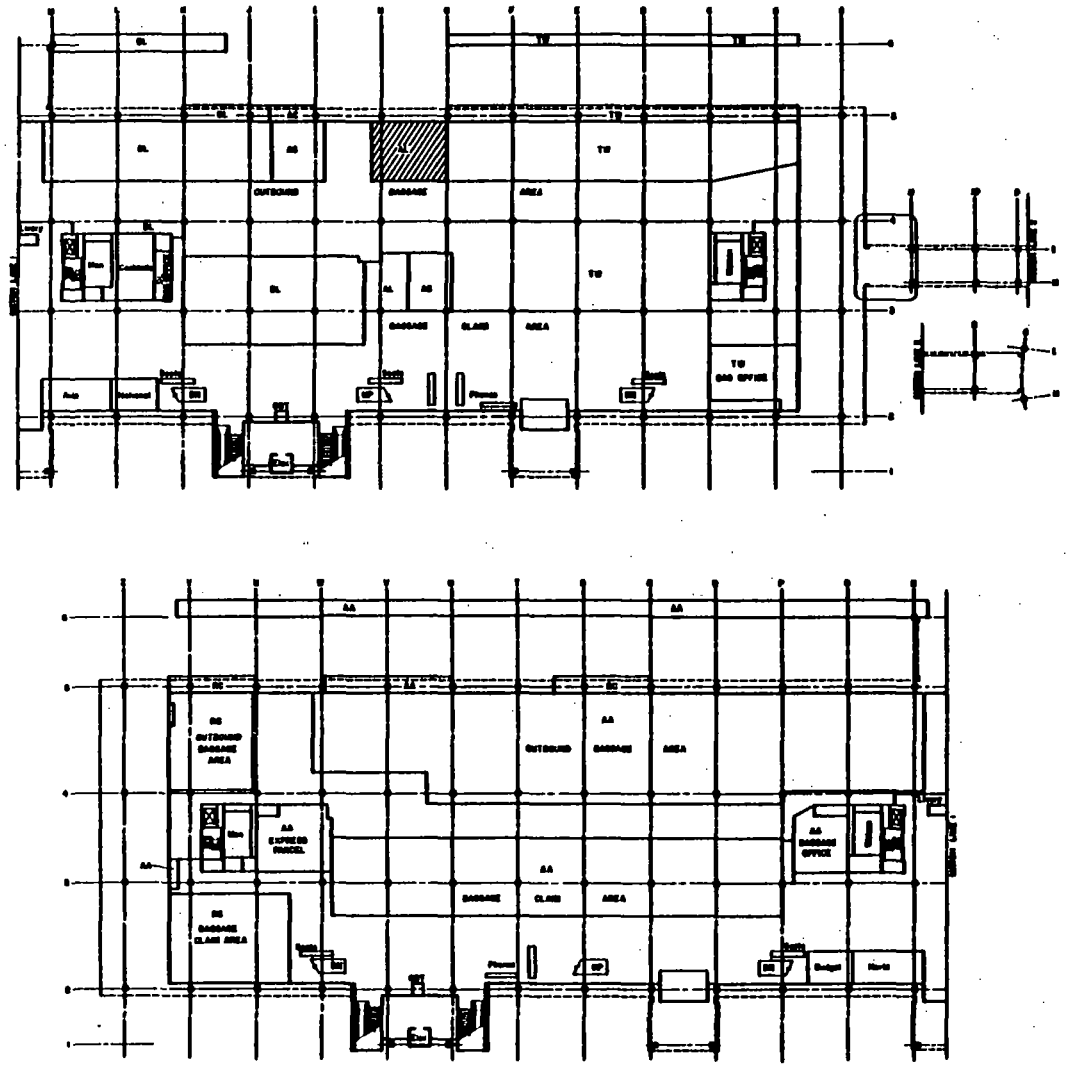
DRAWING 9

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN
Aviation Consultant

USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J



AIRLINES OUTBOUND BAGGAGE AREA
(First Floor Terminal 3)

DRAWING 4

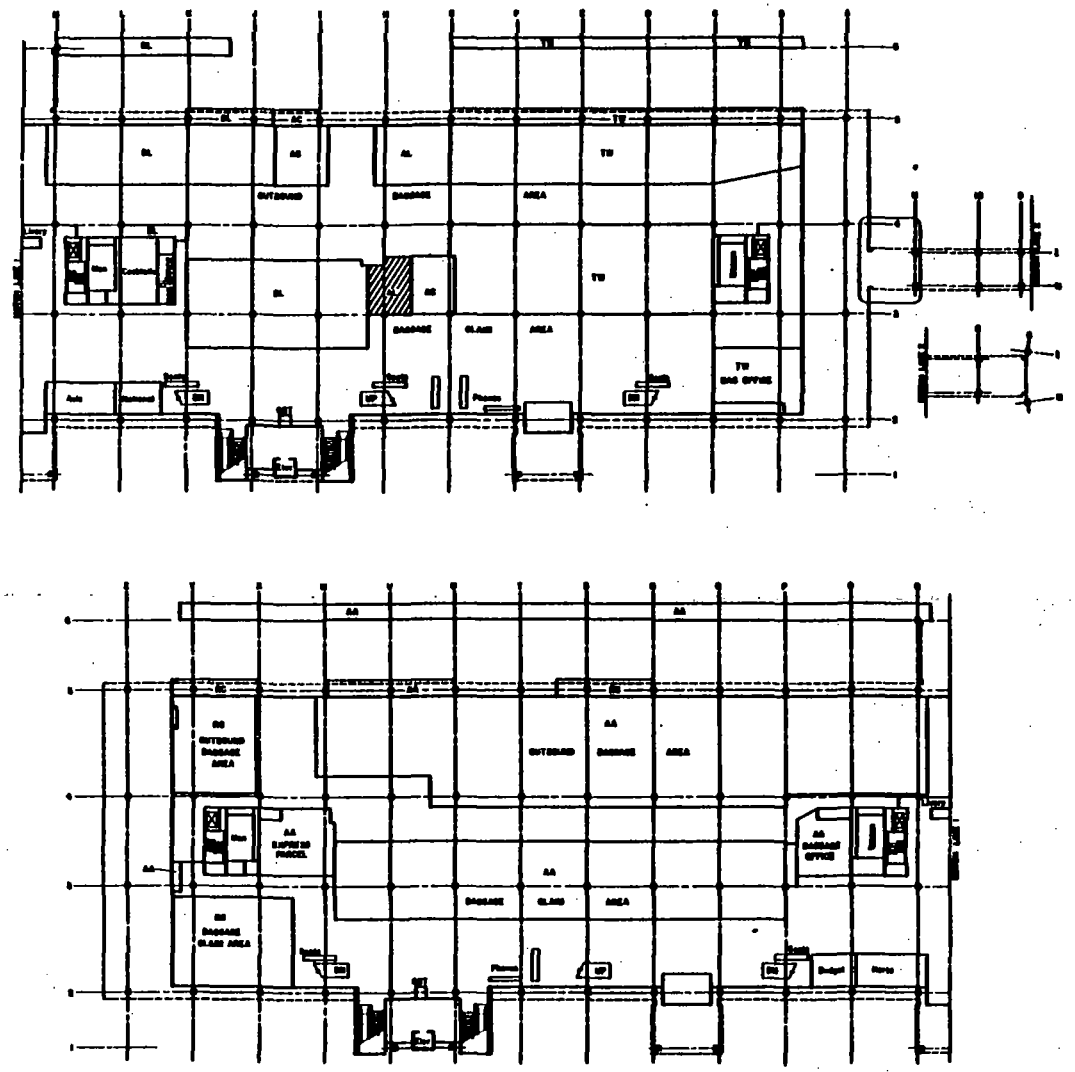
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

AIRLINES BAGGAGE CLAIM AREA
(First Floor Terminal 3)



DRAWING 6

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapoulo Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Coordinating Consultant
LANDRUM & BROWN
Aviation Consultant

USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

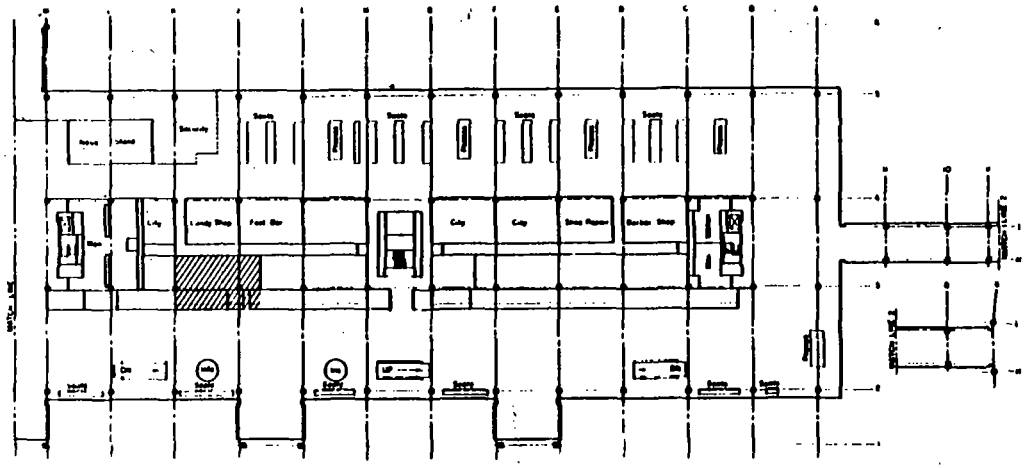
USAir

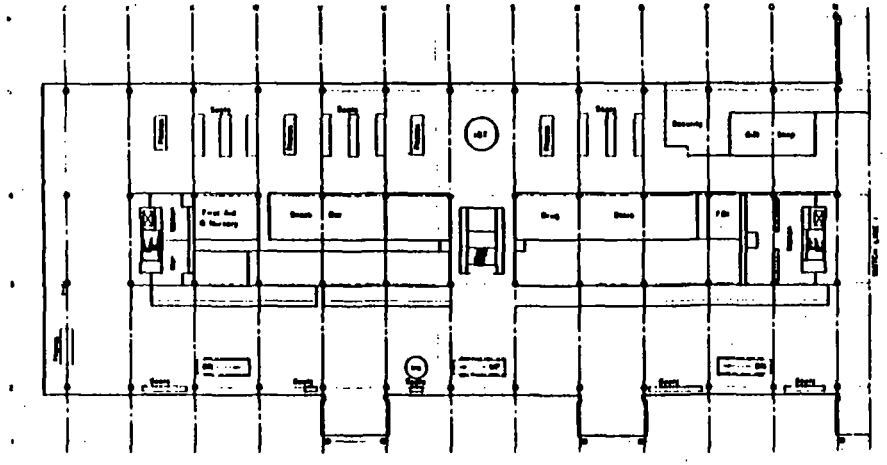
EXHIBIT J-1

AIRLINE'S PHASE II EXCLUSIVE USE PREMISES

(a) City and Airline agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 3 and Concourse H, which are depicted in the Drawings of this Exhibit J-1, shall comprise approximately 16,515 square feet, of which 13,186 square feet shall be deemed Airline's Existing Footage, and approximately 3,329 square feet shall be deemed Airline's Additional Footage, which designation may be changed pursuant to subparagraph (d) below.

(b) City and Airline agree that the exact configuration of the Exclusive Use Premises are subject to changes and refinements prior to Airline's Date of Beneficial Occupancy with regard thereto, which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made and all necessary construction drawings are completed, appropriate amendment shall be made to this Exhibit J-1.





Terminal No: 3		
Basement		0
Lower Level		6,792
Upper Level		1,066
Mezzanine		0
Total		7,858
Concourse H & K		
Apron Level		3,857
Upper Level		4,800
Total		8,657
	Grand Total	16,515
Existing Footage (J-1)		13,186
Additional Footage (J-1)		3,329

TERMINAL 3 SECOND LEVEL

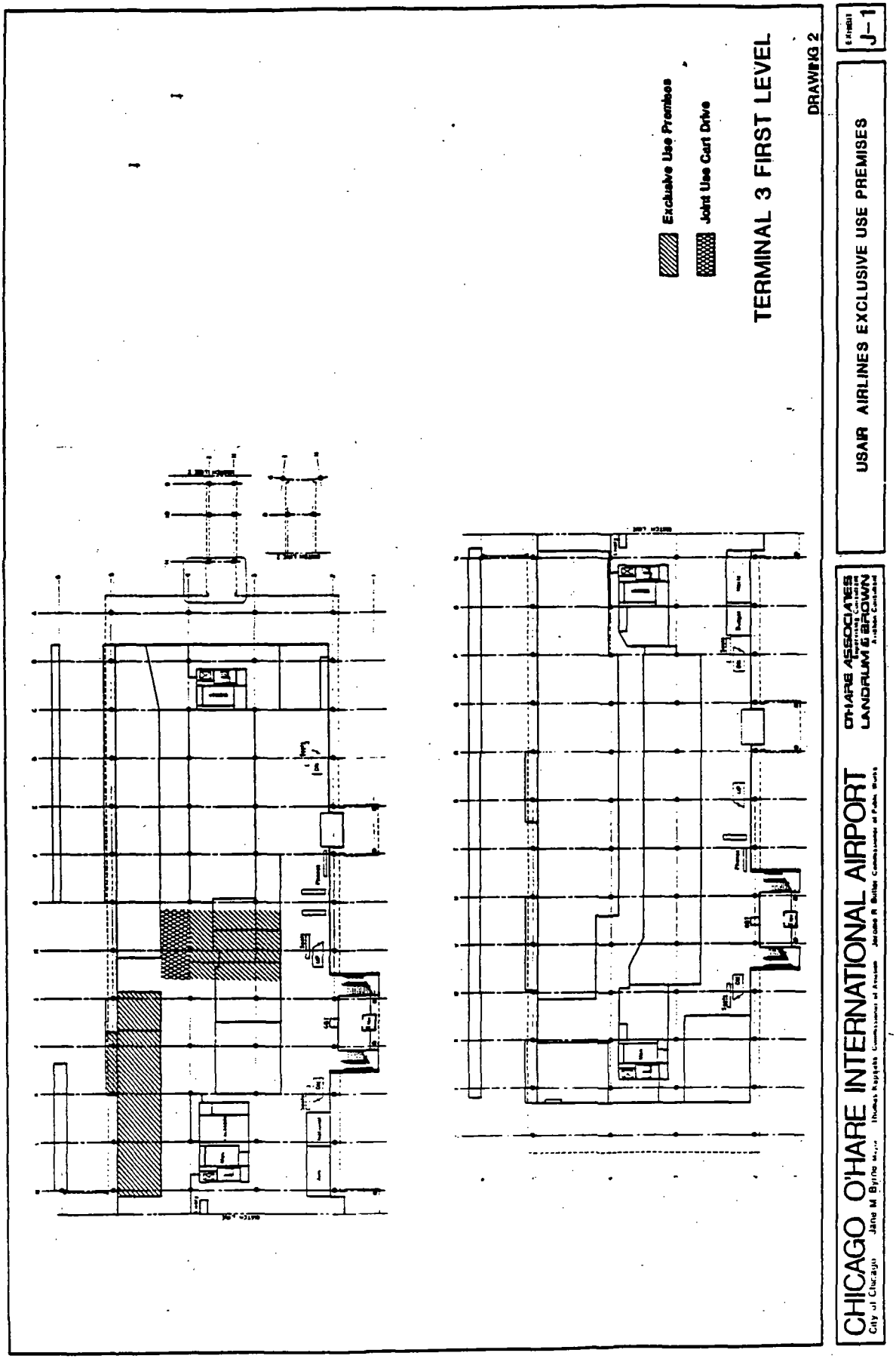
DRAWING 1

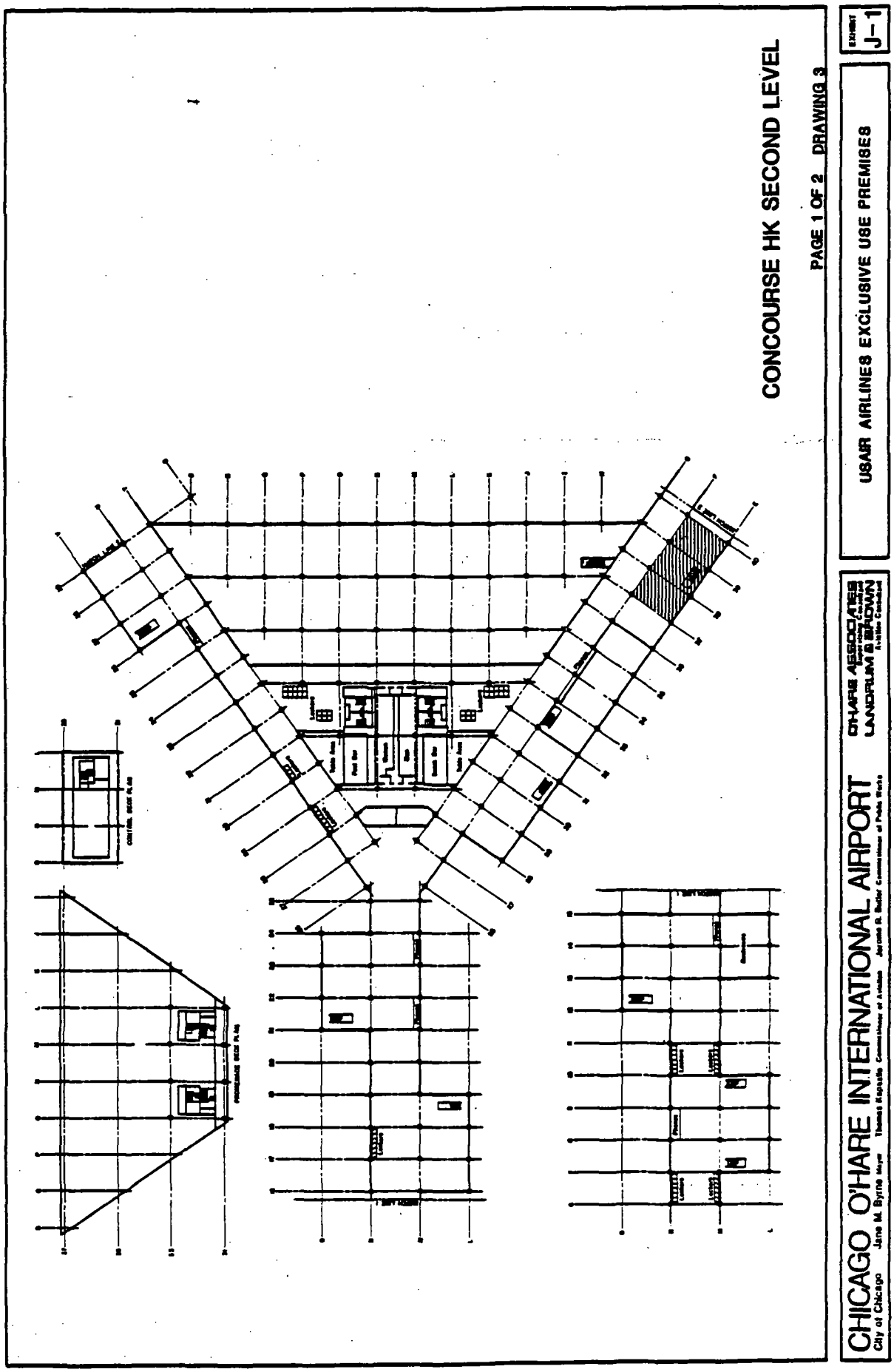
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M Byrne Mayor Thomas Rapasko Commissioner of Aviation Jerome R Butler Commissioner of Public Works

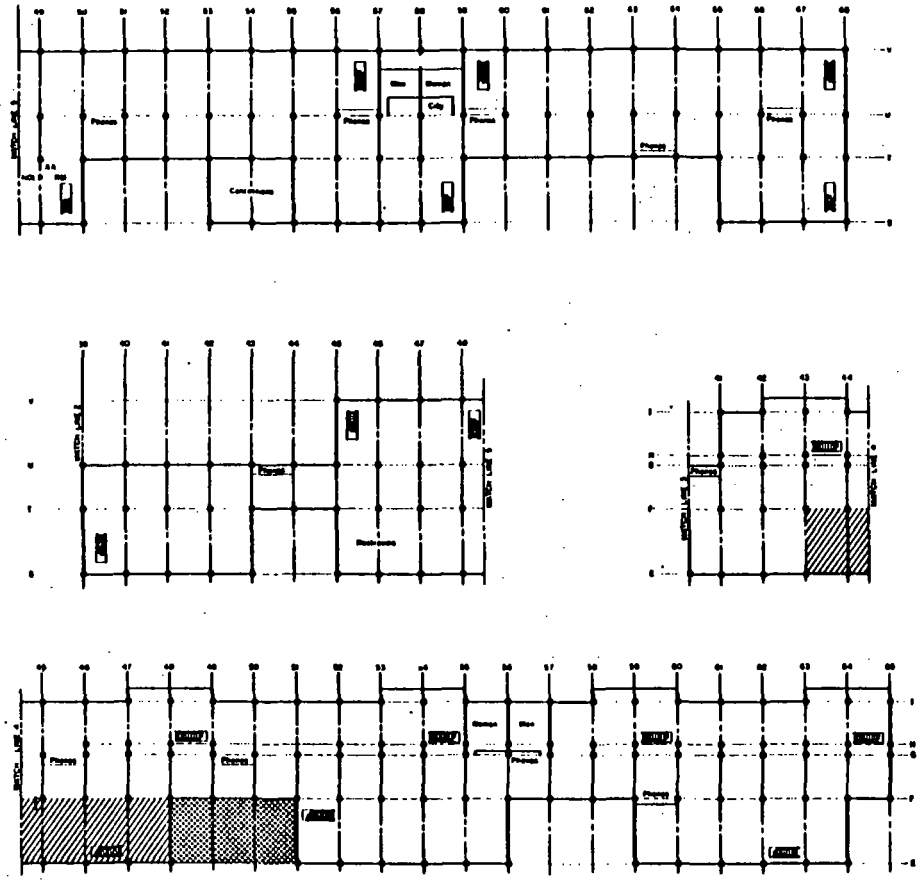
O'HARE ASSOCIATES
Engineering Consultant
LANDRUM & BROWN
Aviation Consultant

USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1


Exclusive Use Premises
Joint Use Cart Drive
TERMINAL 3 FIRST LEVEL
DRAWING 2
USAIR AIRLINES EXCLUSIVE USE PREMISES
Exhibit J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN


CONCOURSE HK SECOND LEVEL
PAGE 1 OF 2 DRAWING 3
USAIR AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works
O'HARE ASSOCIATES
LANDRUM & BROWN



Expansion/Improvement Area

Exclusive Use Premises

CONCOURSE HK SECOND LEVEL

PAGE 2 OF 2 DRAWING 3

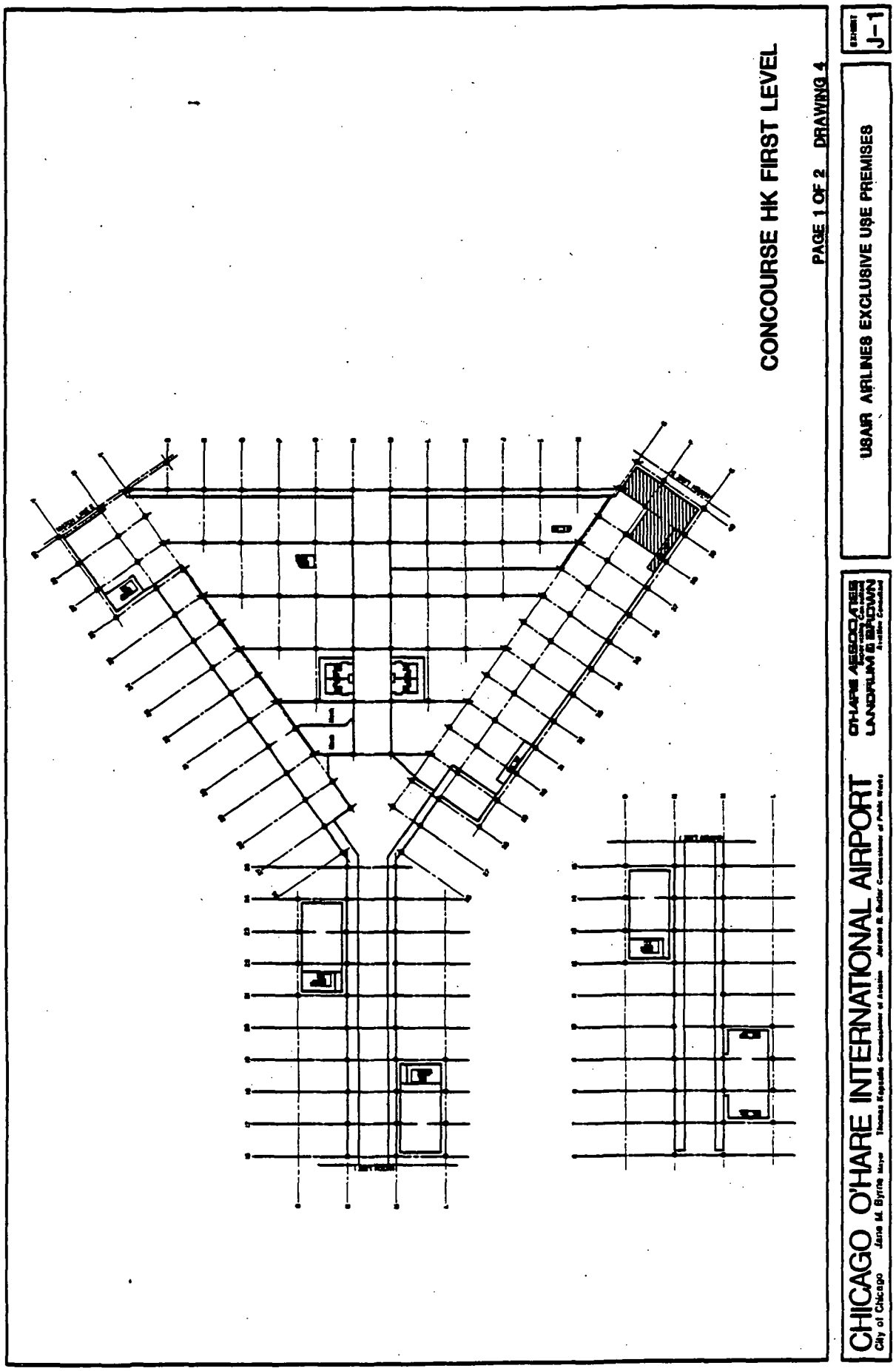
CHICAGO O'HARE INTERNATIONAL AIRPORT

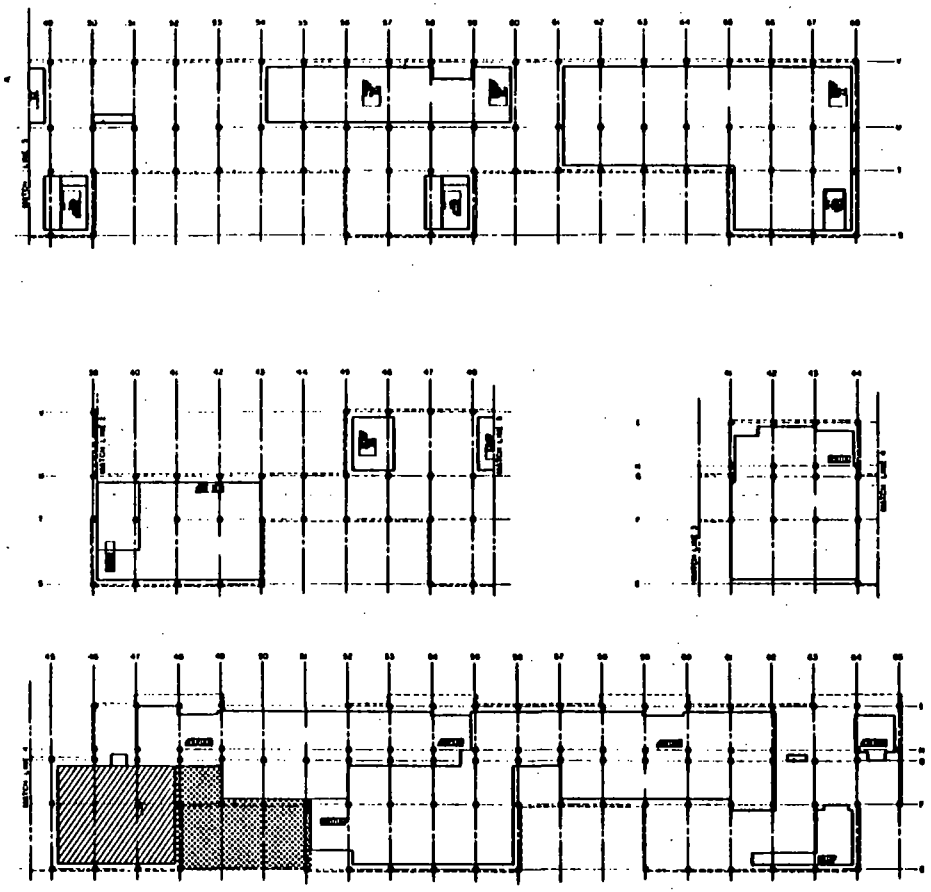
City of Chicago Jane M Byrne Mayor Thomas Kopsaks Commissioner of Aviation Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultants
LANDRUM & BROWN Aviation Consultant

USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1


CONCOURSE HK FIRST LEVEL
PAGE 1 OF 2 DRAWING 4
USAIR AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN



Expansion/Improvement Area

Exclusive Use Premises

CONCOURSE HK FIRST LEVEL

PAGE 2 OF 2 DRAWING 4

CHICAGO O'HARE INTERNATIONAL AIRPORT

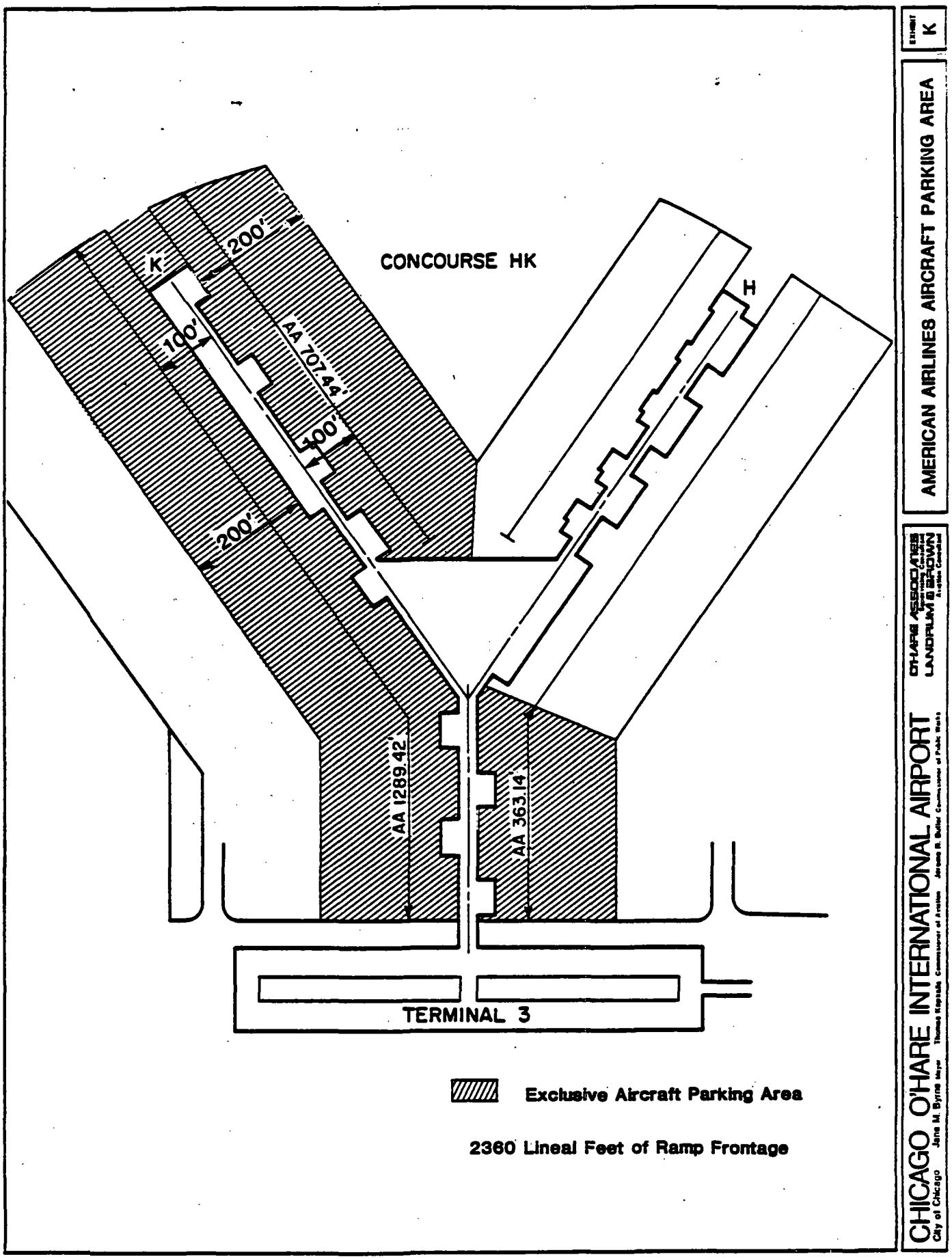
City of Chicago Jane M Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R Butler Commissioner of Public Works

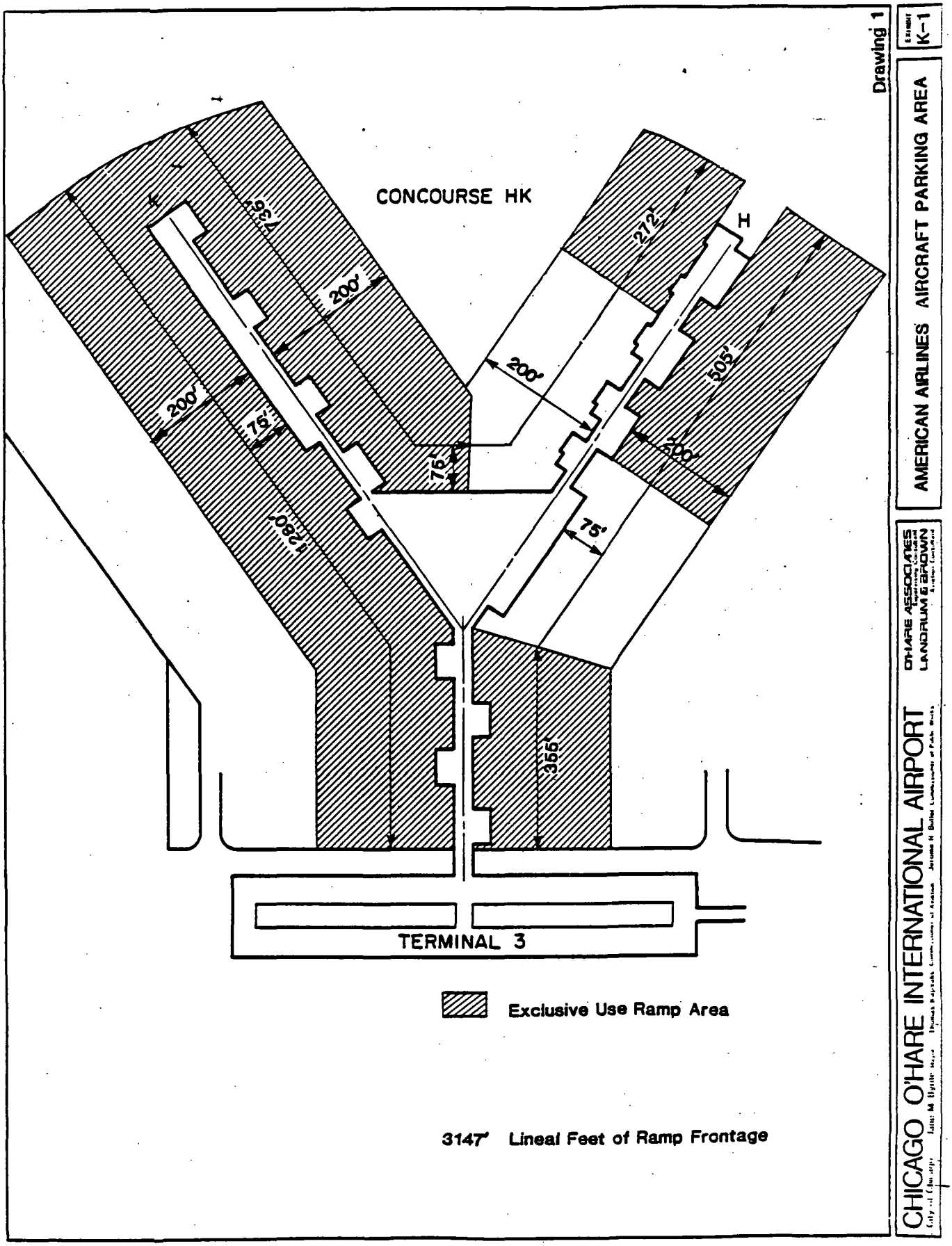
O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

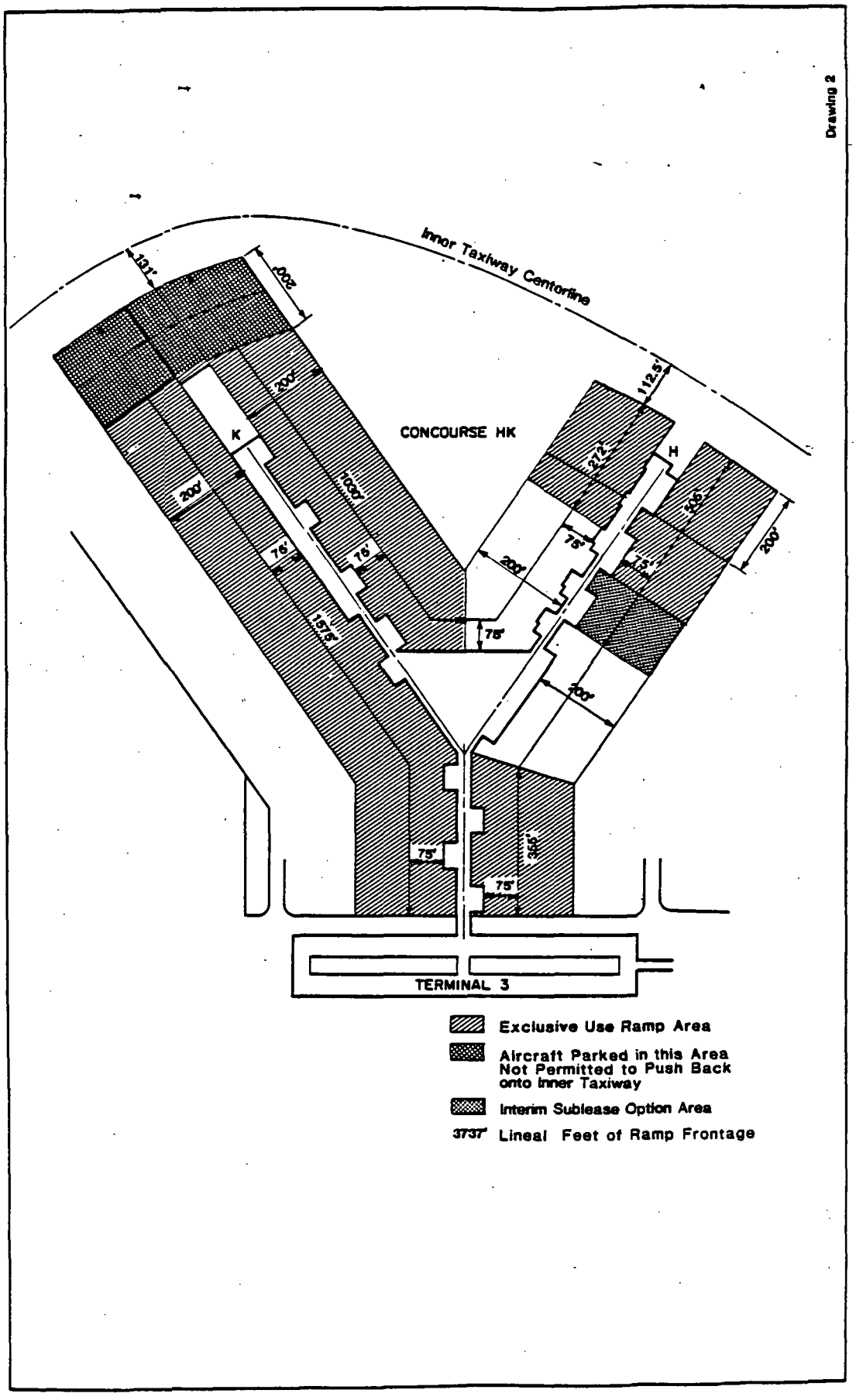
USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1

Journal pages 15438-15441 are a part of the agreement with American Airlines, Inc. only


CONCOURSE HK
K
H
200'
100'
AA 707.44'
100'
200'
AA 1289.42'
AA 363.14'
TERMINAL 3
Exclusive Aircraft Parking Area
2360 Lineal Feet of Ramp Frontage
EXHIBIT K
AMERICAN AIRLINES AIRCRAFT PARKING AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works
CHAPIN ASSOCIATES
LANDRUM & BROWN


Drawing 1
K-1
AMERICAN AIRLINES AIRCRAFT PARKING AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
CONCOURSE HK
TERMINAL 3
Exclusive Use Ramp Area
3147' Lineal Feet of Ramp Frontage


Drawing 2
Inner Taxiway Centerline
CONCOURSE HK
K
H
TERMINAL 3
Exclusive Use Ramp Area
Aircraft Parked in this Area Not Permitted to Push Back onto Inner Taxiway
Interim Sublease Option Area
3737' Lineal Feet of Ramp Frontage
EXHIBIT K-1
AMERICAN AIRLINES AIRCRAFT PARKING AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN

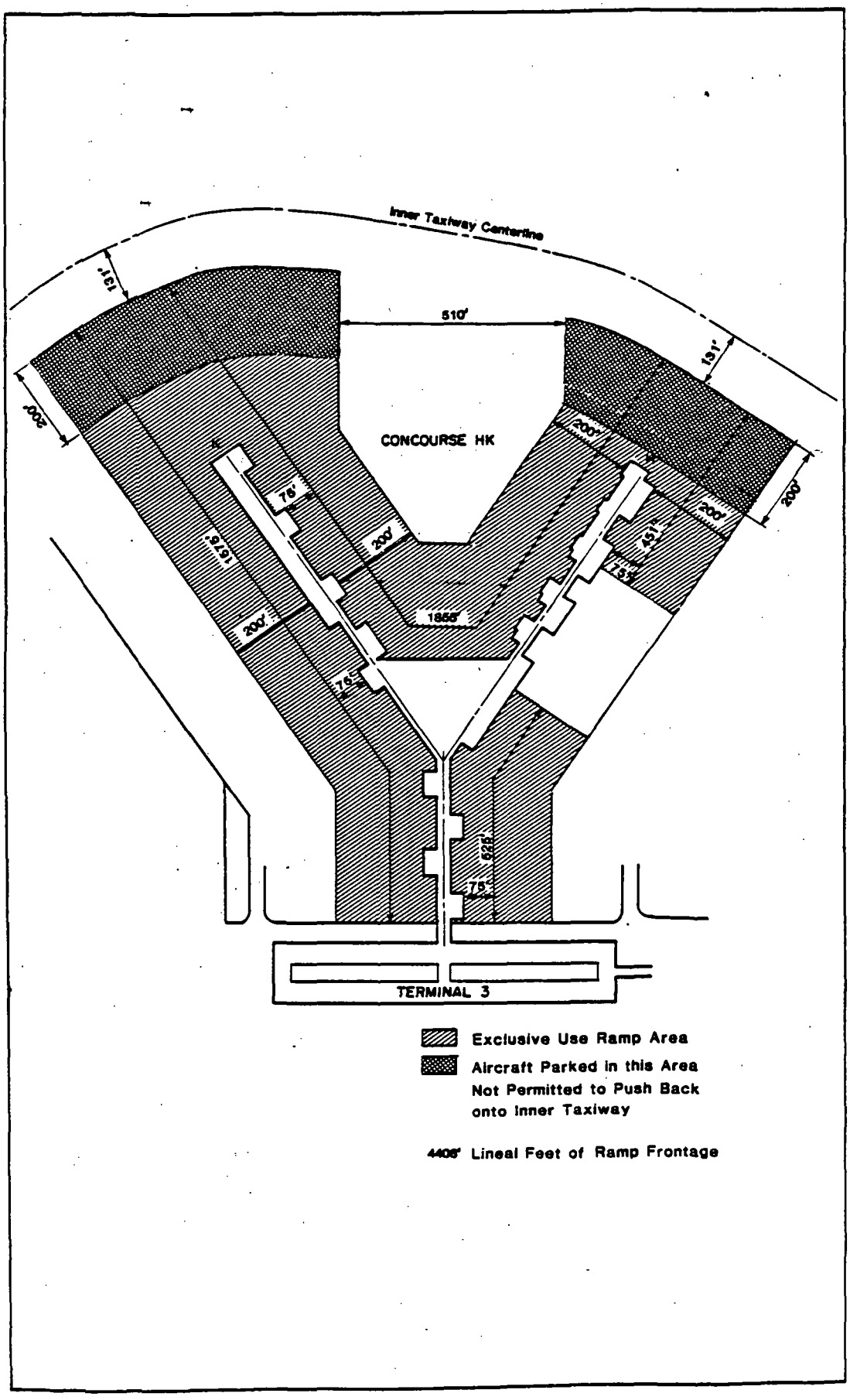


Exhibit K-2

AMERICAN AIRLINES AIRCRAFT PARKING AREA

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN

Journal pages 15443 — 15444 are a part of the agreement with Delta Airlines, Inc. only

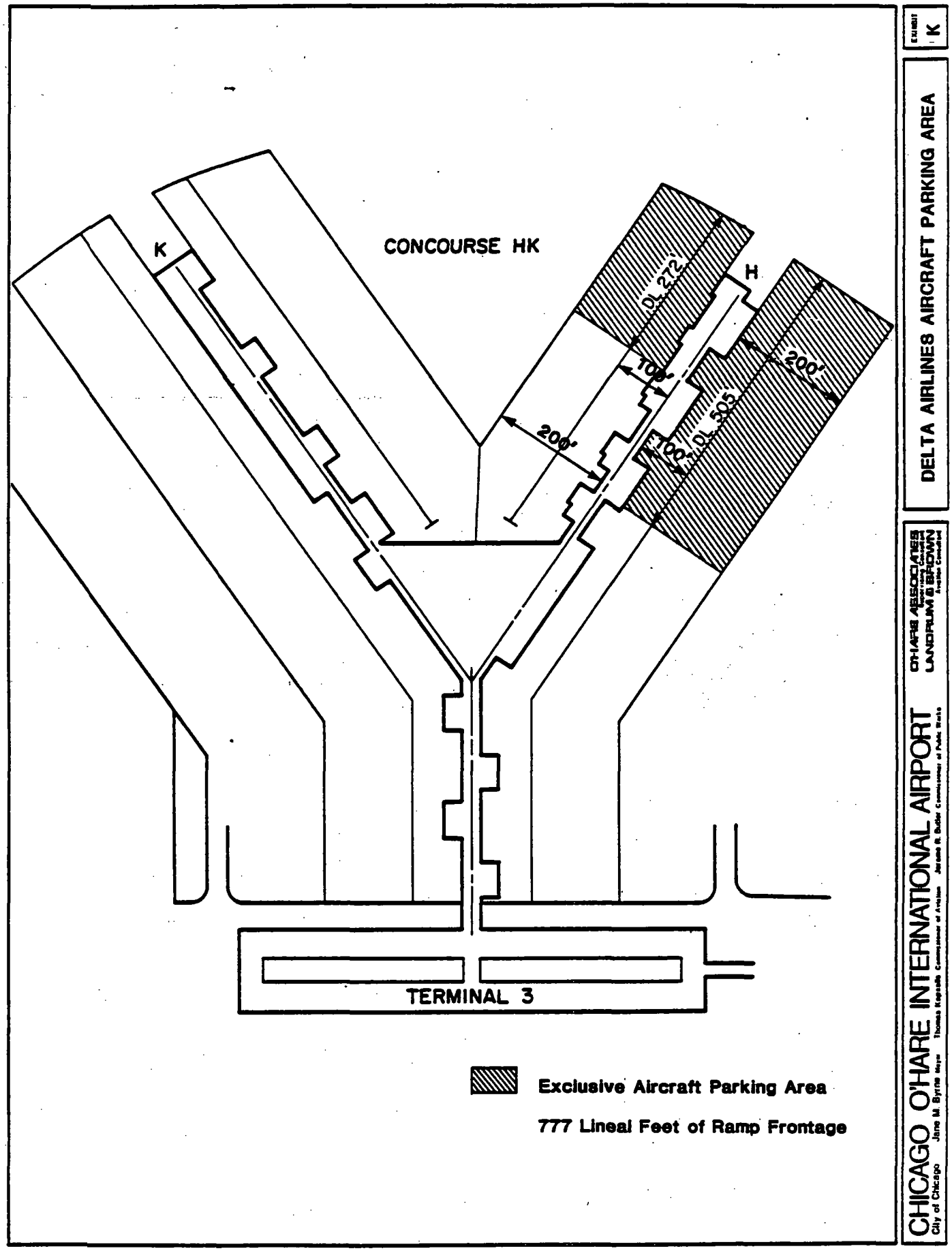


EXHIBIT K
DELTA AIRLINES AIRCRAFT PARKING AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works
O'HARE ASSOCIATES
LANDRUM & BROWN
CONCOURSE HK
K
H
OL 272
OL 505
100'
200'
200'
100'
TERMINAL 3
Exclusive Aircraft Parking Area
777 Lineal Feet of Ramp Frontage

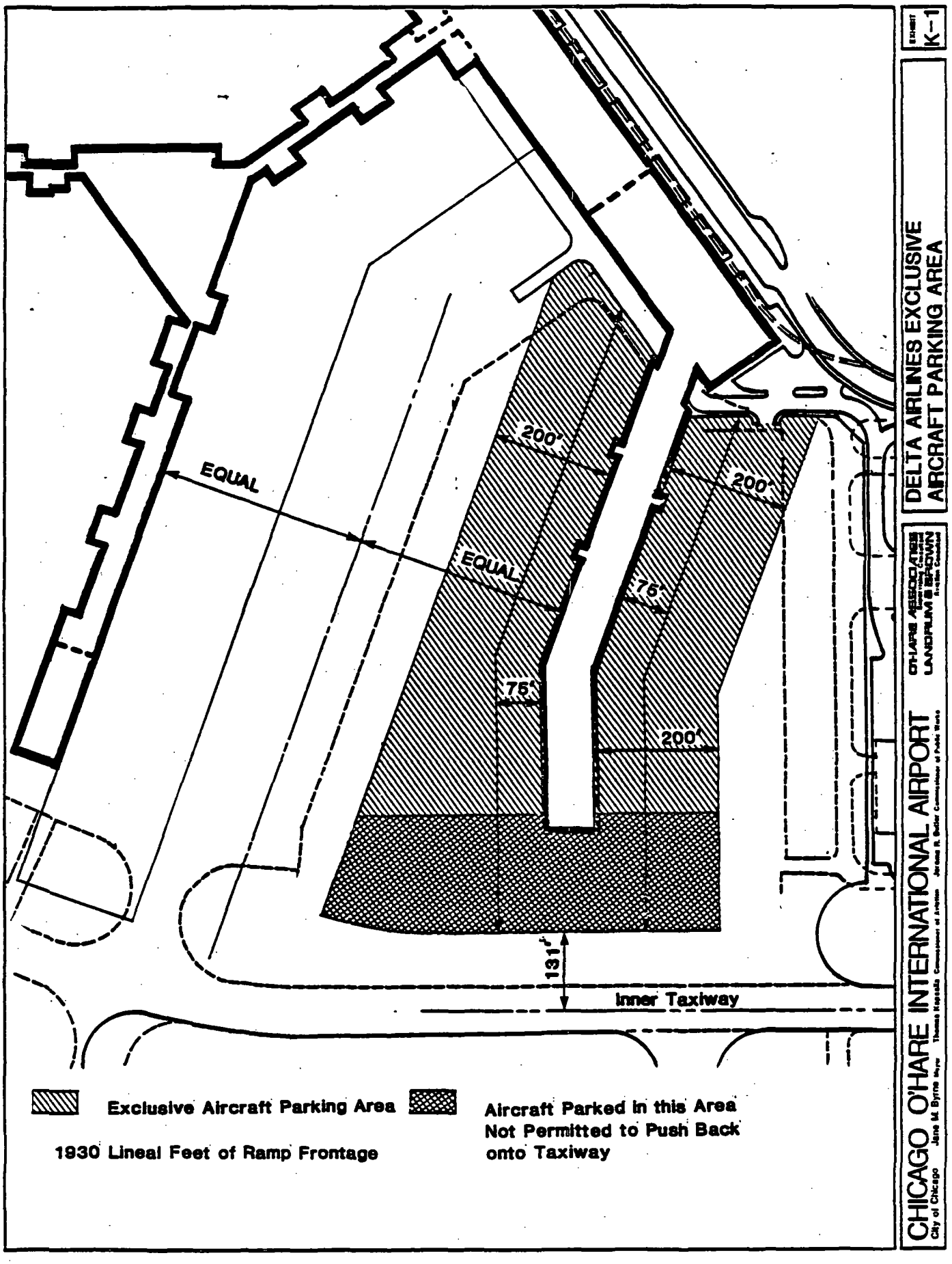


EXHIBIT K-1
DELTA AIRLINES EXCLUSIVE AIRCRAFT PARKING AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
CHARLES ASSOCIATES
LANDRUM & BROWN
EQUAL
EQUAL
200'
200'
75'
75'
200'
131'
Inner Taxiway
Exclusive Aircraft Parking Area
1930 Lineal Feet of Ramp Frontage
Aircraft Parked in this Area Not Permitted to Push Back onto Taxiway

Journal pages 15446 — 15447 are a part of the agreement with Northwest Orient Airlines, Inc. only.

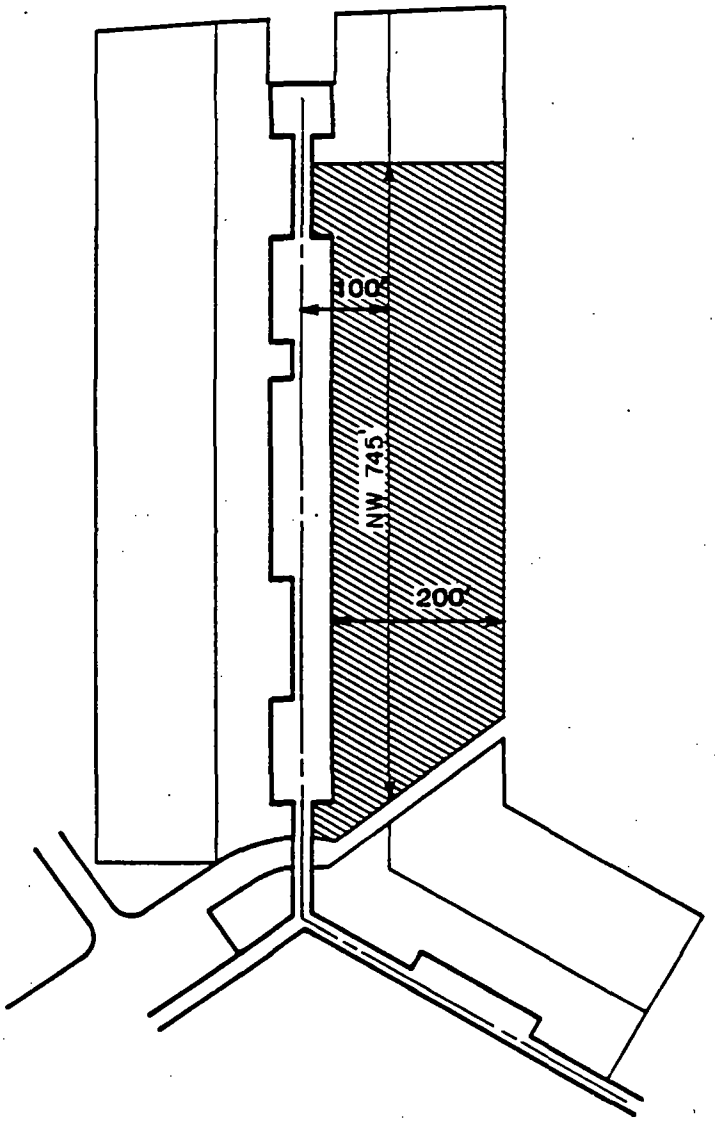
EXHIBIT K

NORTHWEST AIRLINES AIRCRAFT PARKING AREA

CHICAGO O'HARE INTERNATIONAL AIRPORT

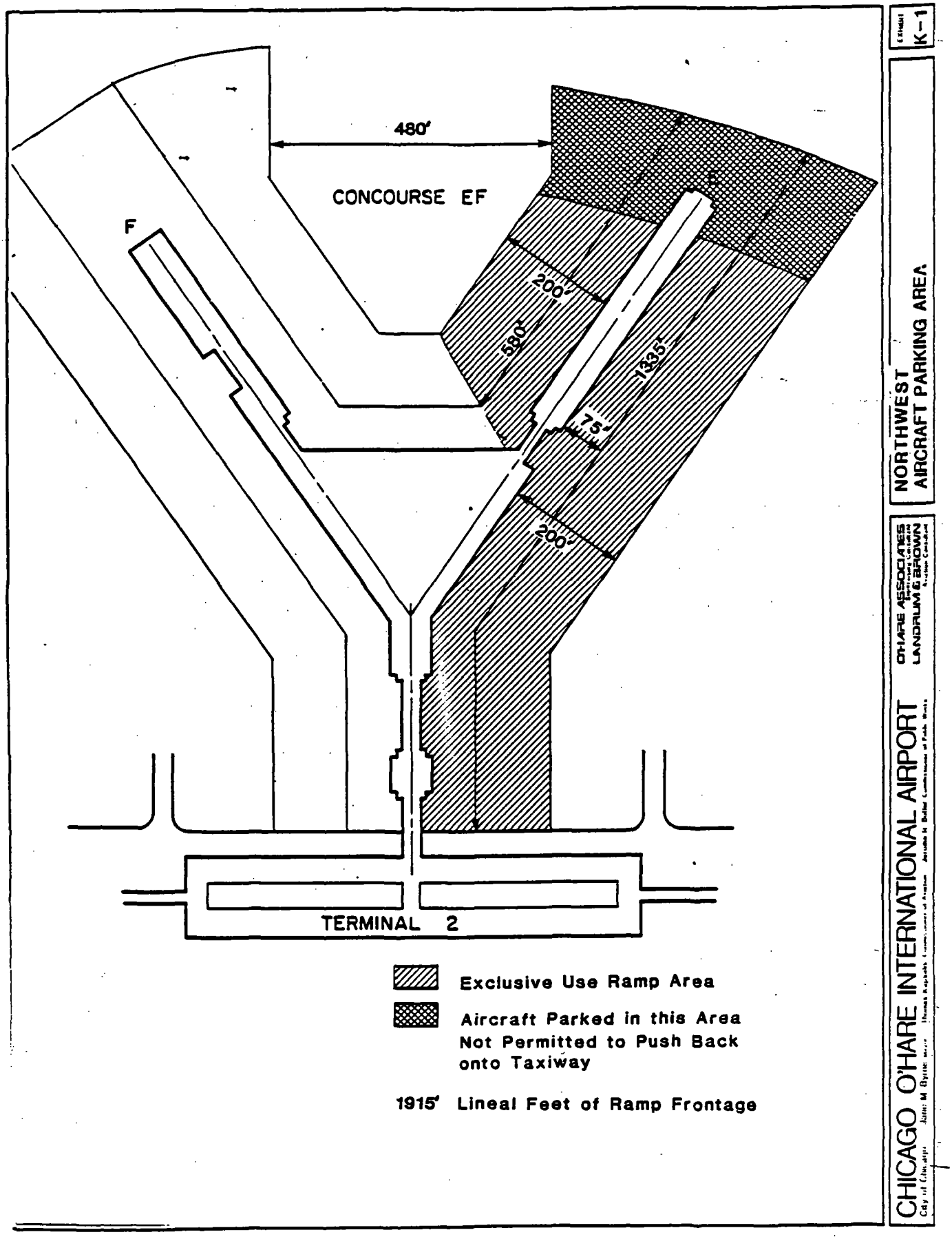
CHIARE ASSOCIATES
LANDRUM & BROWN

CONCOURSE D



Exclusive Aircraft Parking Area

745 Lineal Feet of Ramp Footage

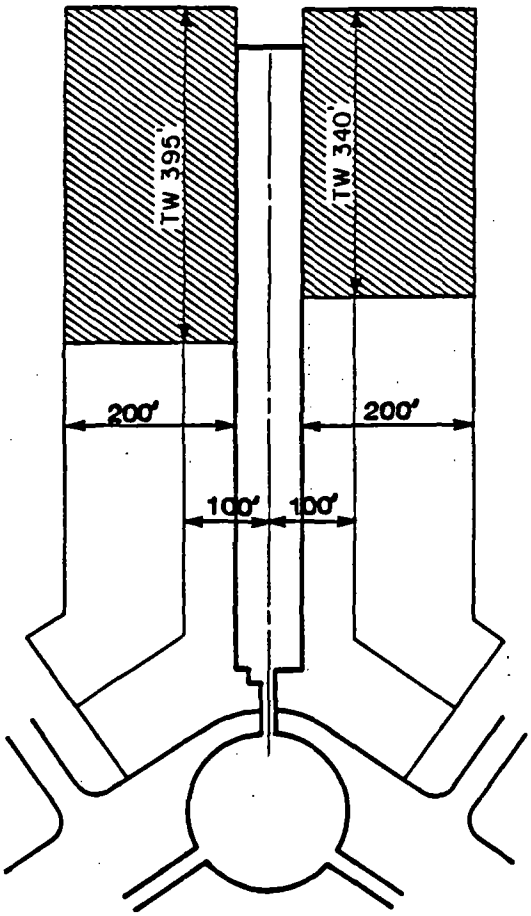

480'
CONCOURSE EF
F
E
200'
550'
1335'
75'
200'
TERMINAL 2
Exclusive Use Ramp Area
Aircraft Parked in this Area Not Permitted to Push Back onto Taxiway
1915' Lineal Feet of Ramp Frontage
EXHIBIT K-1
NORTHWEST AIRCRAFT PARKING AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN

Journal pages 15449-15450 are a part of the agreement with Trans World Airlines, Inc. only

Exhibit K

TRANS WORLD AIRLINES
AIRCRAFT PARKING AREA

CONCOURSE G



Exclusive Aircraft Parking Area

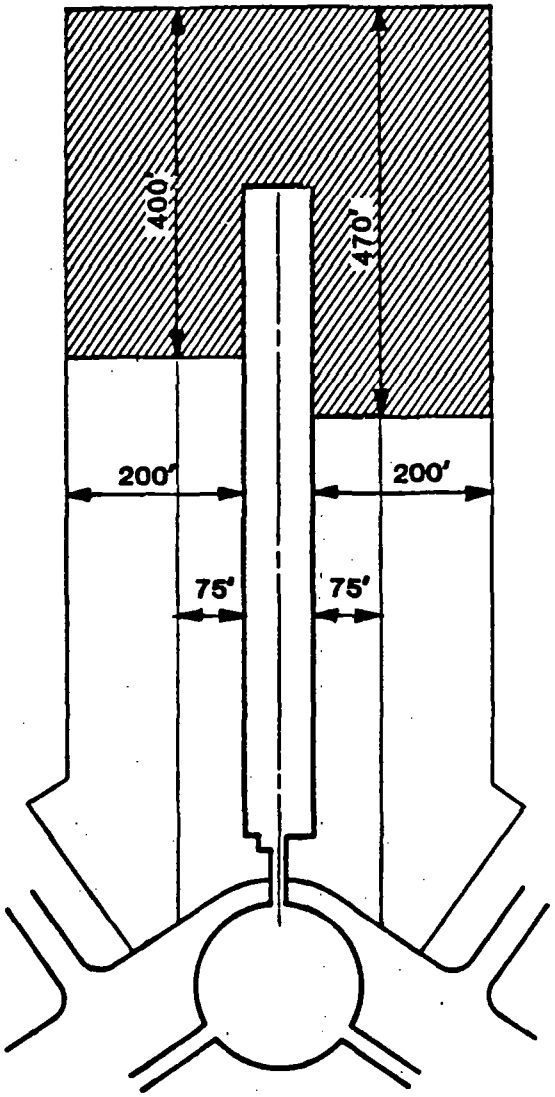
735 Lineal Feet of Ramp Frontage

CHICAGO O'HARE INTERNATIONAL AIRPORT

O'HARE ASSOCIATES
LANDRUM & BROWN

EXHIBIT K-1

TRANS WORLD AIRLINE'S AIRCRAFT PARKING AREA



CONCOURSE G

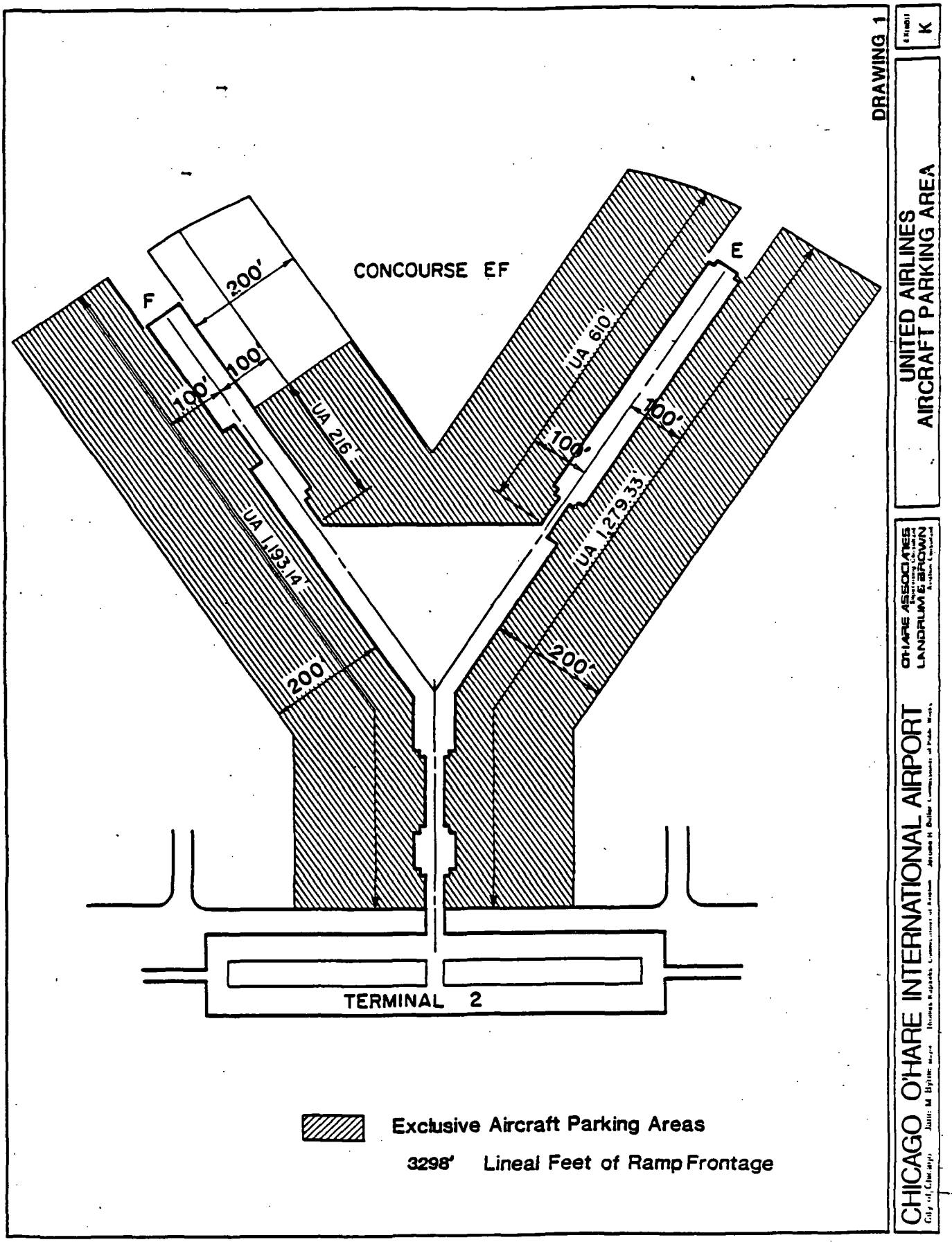
Exclusive Aircraft Parking Area

870 Lineal Feet of Ramp Frontage

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Engineering Consultant
LANDRUM & BROWN
Aviation Consultant

Journal pages 15452—15464 are a part of the agreement with United Airlines, Inc. only.

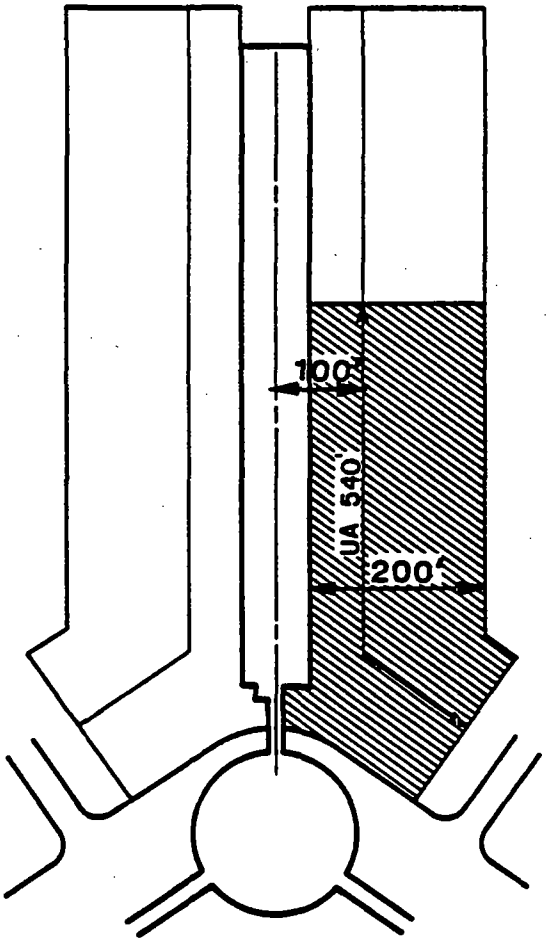

DRAWING 1
EXHIBIT K
UNITED AIRLINES
AIRCRAFT PARKING AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
CONCOURSE EF
F
E
200'
100'
100'
100'
100'
UA 216'
UA 610'
UA 1,193.14'
UA 1,279.33'
200'
200'
TERMINAL 2
Exclusive Aircraft Parking Areas
3298' Lineal Feet of Ramp Frontage

DRAWING 2

EXHIBIT K

UNITED AIRLINES AIRCRAFT PARKING AREA

CONCOURSE G



Exclusive Aircraft Parking Area

540 Lineal Feet of Ramp Frontage

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES LANDRUM & BROWN

UA

EXHIBIT K-1

AIRLINE'S AIRCRAFT PARKING AREAS

(a) City and Airline agree that Airline's Aircraft Parking Areas associated with its Phase II Exclusive Use Premises shall consist of a minimum of 4,480 lineal feet of ramp frontage, as depicted by the Exclusive Aircraft Parking Area on Drawing Nos. 1 and 2 of this Exhibit K-1, located as follows:

(i) a minimum of 1,990 lineal feet adjacent to Terminal Building No. 1, as shown on Drawing No. 1 of this Exhibit K-1; and

(ii) a minimum of 2,490 lineal feet adjacent to the Satellite Concourse Building, as shown on Drawing No. 2 of this Exhibit K-1.

(b) City and Airline agree that the design size and scope of Terminal Building No. 1 and the Satellite Concourse Building are in the conceptual stage as of the Effective Date and are subject to changes and refinements prior to final design and construction and that when the design is finalized and all construction drawings are completed, appropriate amendments shall be made to this Exhibit K-1; provided, that in no event will Airline's aggregate lineal feet of ramp frontage adjacent to Terminal Building No. 1 and the Satellite Concourse Building be less than 4,480 lineal feet.

(c)(i) City and Airline agree that, between the time that Airline occupies its Phase II Exclusive Use Premises and the time that Airline occupies its Phase III Exclusive Use Premises, Airline may require the utilization of some or all of the Exclusive Aircraft Parking Area adjacent to Concourse Building D, totalling approximately 1,910 lineal feet of ramp frontage which Areas are depicted on Drawing No. 3 of this Exhibit K-1. City hereby grants to Airline an option (which may be exercised at any time prior to the date(s) of vacation specified in Section 4.03(d) of the Airport Use Agreement(s) of the Airline Parties having Exclusive Use Premises in Concourse Building D, by Airline giving written notification to the City of Airline's exercise of said option) to include in Airline's Aircraft Parking Area any or all of the Exclusive Aircraft Parking Areas depicted on Drawing No. 3 to this Exhibit K-1.

(ii) Upon the exercise of said option with respect to any or all of the described Exclusive Aircraft Parking Area, City and Airline agree that this Exhibit K-1 will be appropriately amended, without further action other than

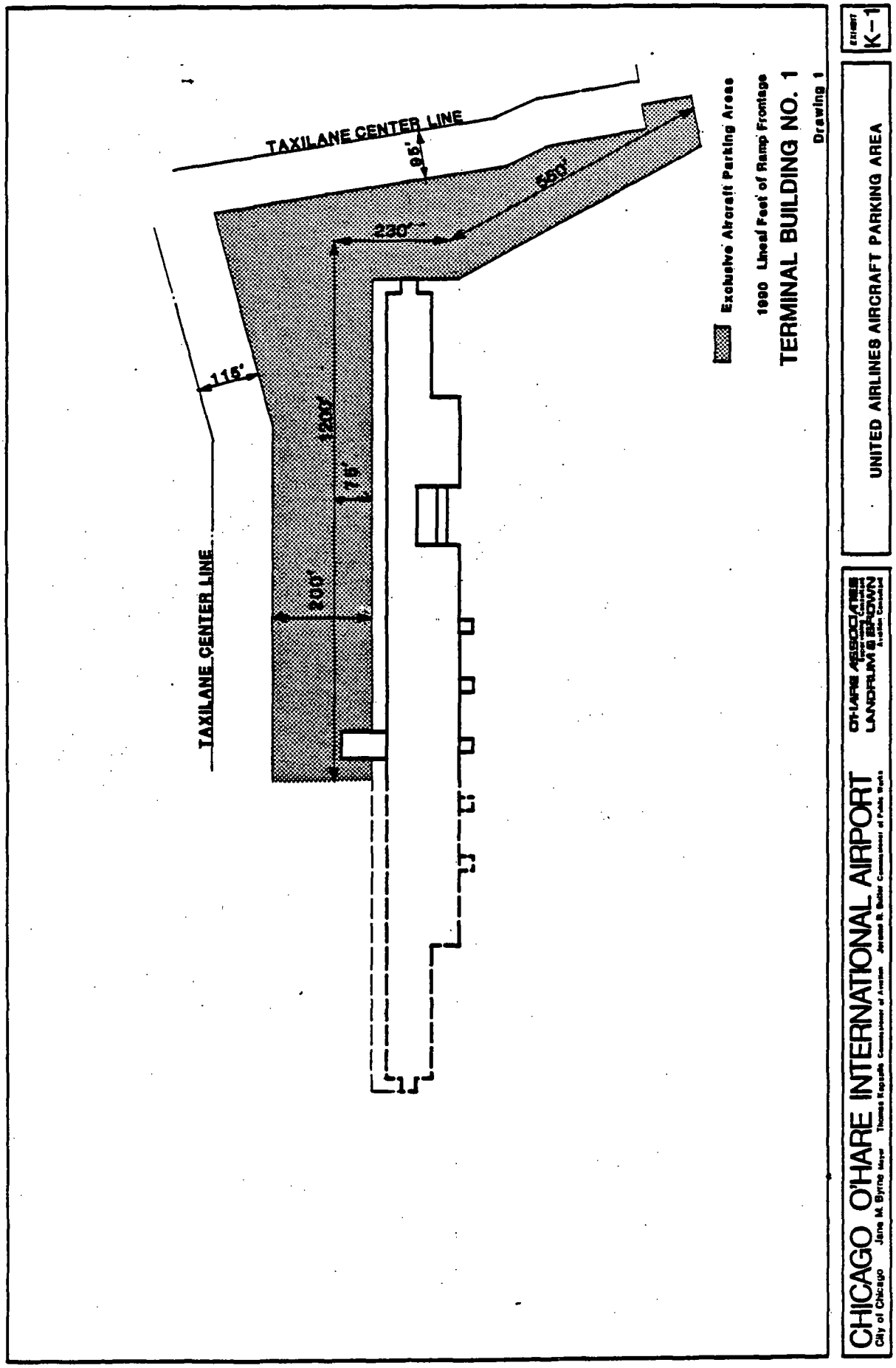
the technicality of attaching new Exhibit K-1 pages to this Agreement, to reflect that the Exclusive Aircraft Parking Area affected by the exercise of said option will be included in Airline's Aircraft Parking Areas for its Phase II Exclusive Use Premises, as set forth in Paragraph (a) above of this Exhibit K-1.

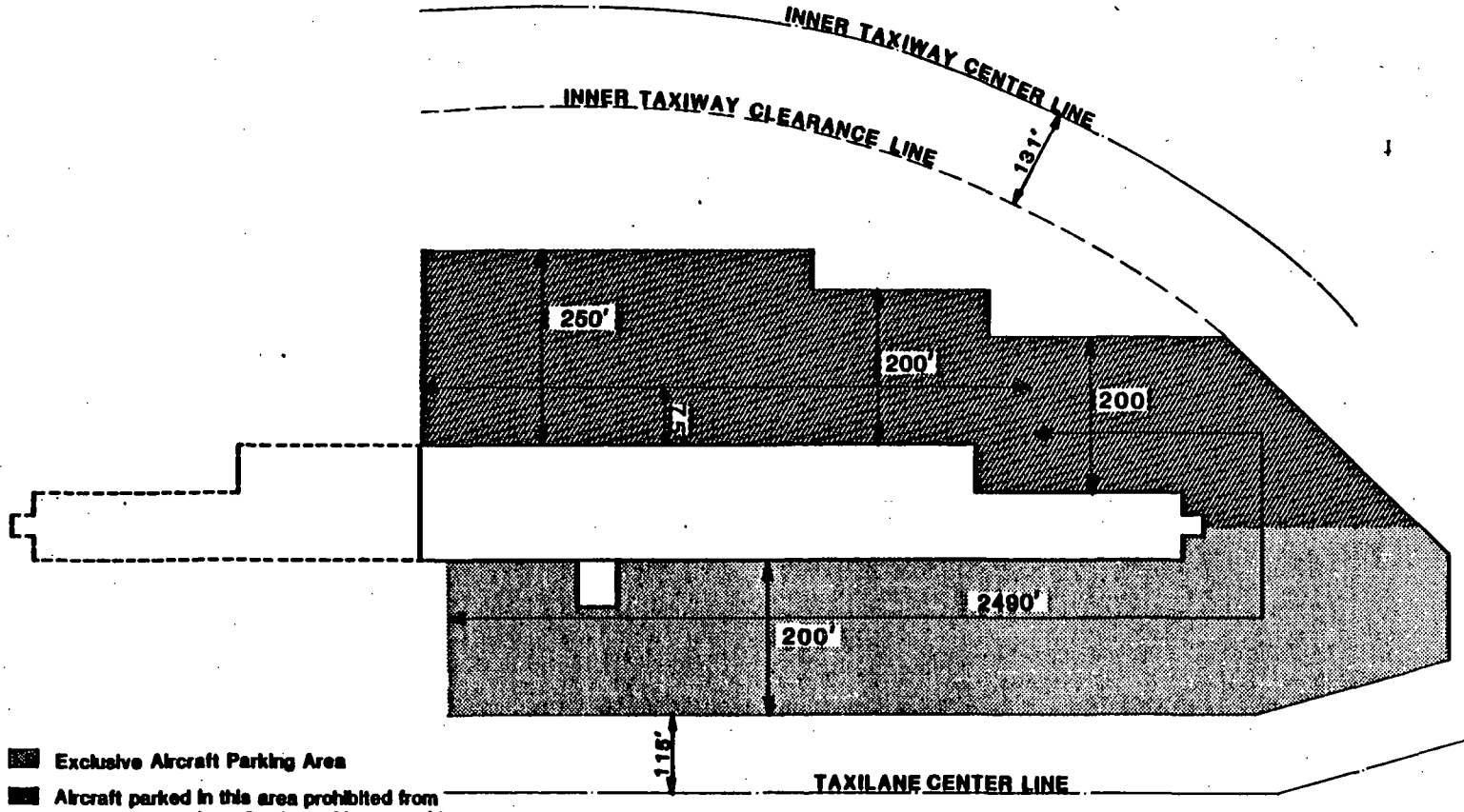
(iii) Upon exercise by Airline of said option with respect to any or all of the described premises, City and Airline agree that Airline shall provide for Braniff Airways, Incorporated ("Braniff") or a successor-in-interest approved by the United States Bankruptcy Court for the Northern District of Texas (Fort Worth Division) in Case No. 482-00369 ("a Successor"), with respect to Braniff's 1959 Terminal Lease Agreement, or an Airport Use Agreement, with City, aircraft parking positions adequate for two (2) B-727-200 aircraft in a location and configuration to be determined by City and Airline, such parking positions to be provided until such time as Concourse Building D is to be demolished, either, at Airline's option, through (1) Airline not exercising its option hereunder with respect to such areas in Concourse Building D, or (2) a sublease of such aircraft parking positions from Airline to Braniff or a Successor.

(iv) City and Airline agree that, in the event that Airline does not exercise said option for all of said Exclusive Aircraft Parking Area described in Paragraph (c)(i) hereof, City shall not take or authorize any action with respect to the remainder of said Exclusive Aircraft Parking Area that would interfere with Airline's use and enjoyment of any portion of said Exclusive Aircraft Parking Area that is included in Airline's Aircraft Parking Areas.

(d) City and Airline agree that, in order to provide a safe, orderly and efficient flow of aircraft movements on the ground in and around Terminal Building No. 1 and its associated Satellite Concourse Building, (i) the aircraft parking limit line on the northwest side of Concourse Building E shall not exceed two hundred (200) feet measured perpendicularly outward from the northwest face of Concourse Building E, and (ii) except for extraordinary circumstances, aircraft movements on the taxi lanes between Terminal Building No. 1 and its associated Satellite Concourse Building shall be restricted to aircraft departing from or arriving at those Buildings.

(e) City and Airline agree that the provisions of the agreements set forth in Subparagraph (d) immediately above shall be specifically incorporated by City into the Airport rules and regulations governing Aircraft Operators at the Airport.


TAXILANE CENTER LINE
85'
550'
230'
115'
1200'
175'
200'
TAXILANE CENTER LINE
Exclusive Aircraft Parking Areas
1980 Lineal Feet of Ramp Frontage
TERMINAL BUILDING NO. 1
Drawing 1
Exhibit K-1
UNITED AIRLINES AIRCRAFT PARKING AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
Jane M. Byrne Mayor
Thomas Equale Commissioner of Aviation
Jerome R. Butler Commissioner of Public Works
O'HARE ASSOCIATES
LANDRUM & BROWN



2490 Lineal Feet of Ramp Frontage

SATELLITE CONCOURSE BUILDING

Drawing 2

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kopsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Operating Consultant
LANDRUM & BROWN
Aviation Consultant

UNITED AIRLINES AIRCRAFT PARKING AREA

EXHIBIT K-1

DRAWING 3

EXHIBIT K-1

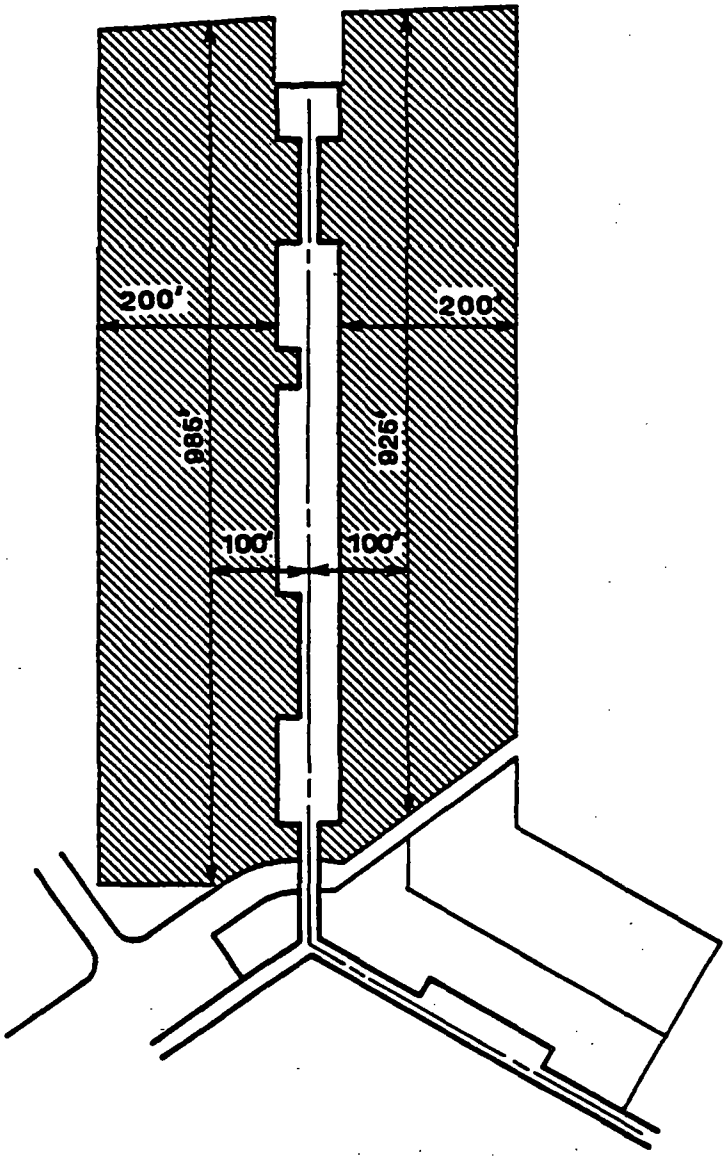
UNITED AIRLINES AIRCRAFT PARKING AREA

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome A. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

CONCOURSE D



Exclusive Aircraft Parking Area

1910 Lineal Feet of Ramp Frontage

UA

EXHIBIT K-2

AIRLINE'S AIRCRAFT PARKING AREAS

(a) City and Airline agree that Airline's Aircraft Parking Areas associated with its Phase III Exclusive Use Premises shall consist of a minimum of 6,765 lineal feet of ramp frontage, as depicted by the Exclusive Aircraft Parking Area on Drawing Nos. 1 and 2 of this Exhibit K-2 located as follows:

(i) a minimum of 2,875 lineal feet adjacent to Terminal Building No. 1, as shown on Drawing No. 1 of this Exhibit K-2; and

(ii) a minimum of 3,890 lineal feet adjacent to the Satellite Concourse Building, as shown on Drawing No. 2 of this Exhibit K-2.

(b) City and Airline agree that the design, size and scope of Terminal Building No. 1 and the Satellite Concourse Building are in the conceptual stage as of the Effective Date and are subject to changes and refinements prior to final design and construction. and that when the design is finalized and all construction drawings are completed. appropriate amendments shall be made to this Exhibit K-1; provided. that in no event will Airline's aggregate lineal feet of ramp frontage adjacent to Terminal Building No. 1 and the Satellite Concourse Building be less than 6,765 lineal feet.

(c)(i) City and Airline agree that City may be required to accommodate at the Airport the terminal facilities requirements of Braniff Airways, Incorporated ("Braniff"), or a successor-in-interest approved by the United States Bankruptcy Court for the Northern District of Texas (Fort Worth Division) in Case No. 482-00369 ("a Successor"), with respect to Braniff's 1959 Terminal Lease Agreement, or an Airport Use Agreement, with City.

(ii) City and Airline agree that if City is unable to otherwise accommodate Braniff or a Successor, Airline shall provide the Exclusive Aircraft Parking Area depicted in Drawing No. 3 of this Exhibit K-2 for use and occupancy by Braniff or a Successor, subject to the terms and conditions in the following Subparagraphs (iii) through (v), inclusive.

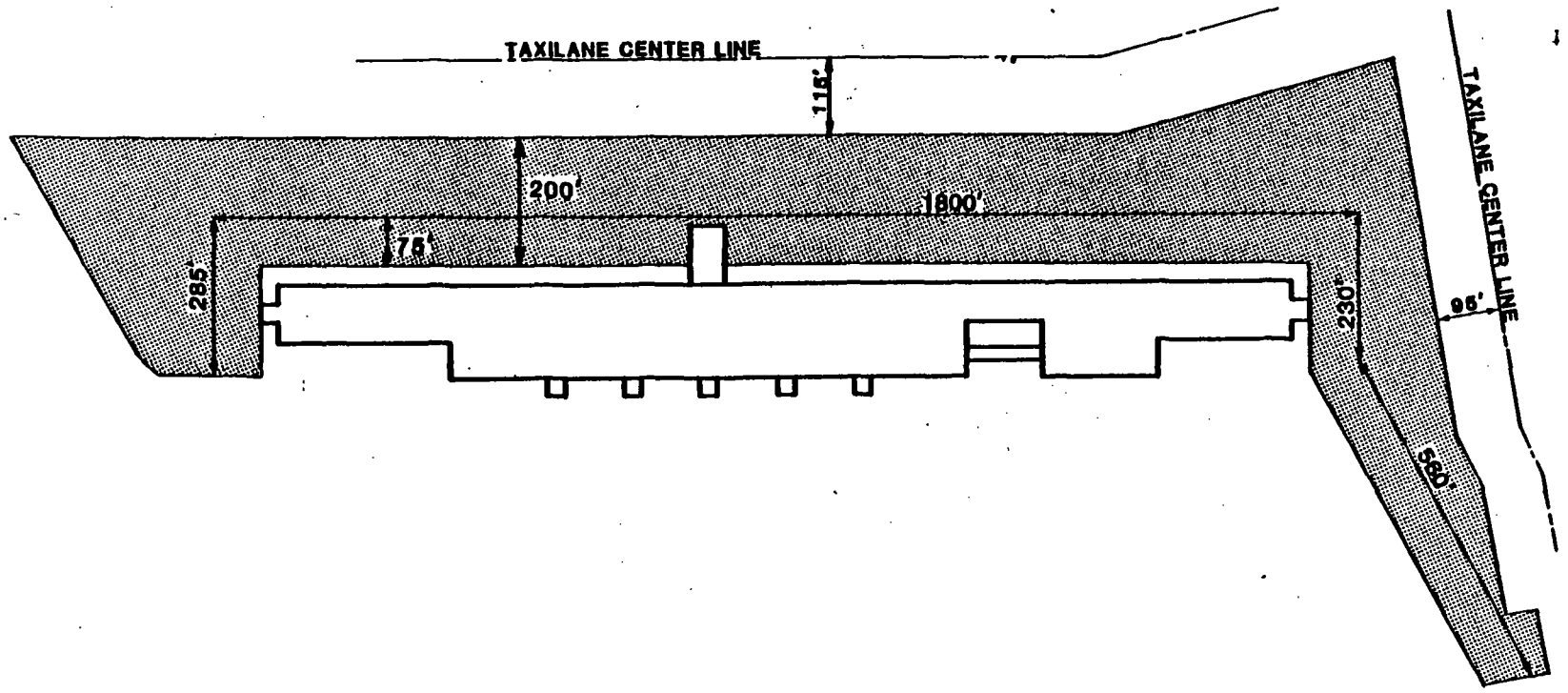
(iii) Airline agrees to accommodate Braniff or a Successor by means of a sublease of the premises depicted in said Drawing No. 3, the term of which sublease shall not extend beyond January 1, 1999 or, upon request of City, Airline shall execute all documents necessary to release said premises to City for the sole purpose of City then leasing said premises directly to Braniff or a Successor.

(iv) City and Airline agree that, other than the Exclusive Aircraft Parking Area depicted in said Drawing No. 3 and the Hold Area and Operations Area depicted in Drawing Nos. 9 and 10 of Exhibit J-2, no premises shall be leased or otherwise provided to Braniff or a Successor in and around Terminal Building No. 1 or its associated Satellite Concourse Building, and that all other terminal facilities of Braniff or a Successor, including ticket area, outbound baggage area, baggage claim area and administrative area, shall be located in Terminal Building No. 2.

(v) City and Airline agree that, in the event neither Braniff nor a Successor requires terminal facilities in Terminal Building No. 1, Airline shall be under no further obligation regarding the accommodation of others within the premises depicted in said Drawing No. 3, and said premises shall remain part of the Aircraft Parking Area of Airline for the term of this Agreement.

(d) City and Airline agree that, in order to provide a safe, orderly and efficient flow of aircraft movements on the ground in and around Terminal Building No. 1 and its associated Satellite Concourse Building, (i) the aircraft parking limit line on the northwest side of Concourse Building E shall not exceed two hundred (200) feet measured perpendicularly outward from the northwest face of Concourse Building E, and (ii) except for extraordinary circumstances, aircraft movements on the taxi lanes between Terminal Building No. 1 and its associated Satellite Concourse Building shall be restricted to aircraft departing from or arriving at those Buildings.

(e) City and Airline agree that the provisions of the agreements set forth in Subparagraph (d) immediately above shall be specifically incorporated by City into the Airport rules and regulations governing Aircraft Operators at the Airport.



Exclusive Aircraft Parking Areas

2878 Lineal Feet of Ramp Frontage

TERMINAL BUILDING NO. 1

Drawing 1

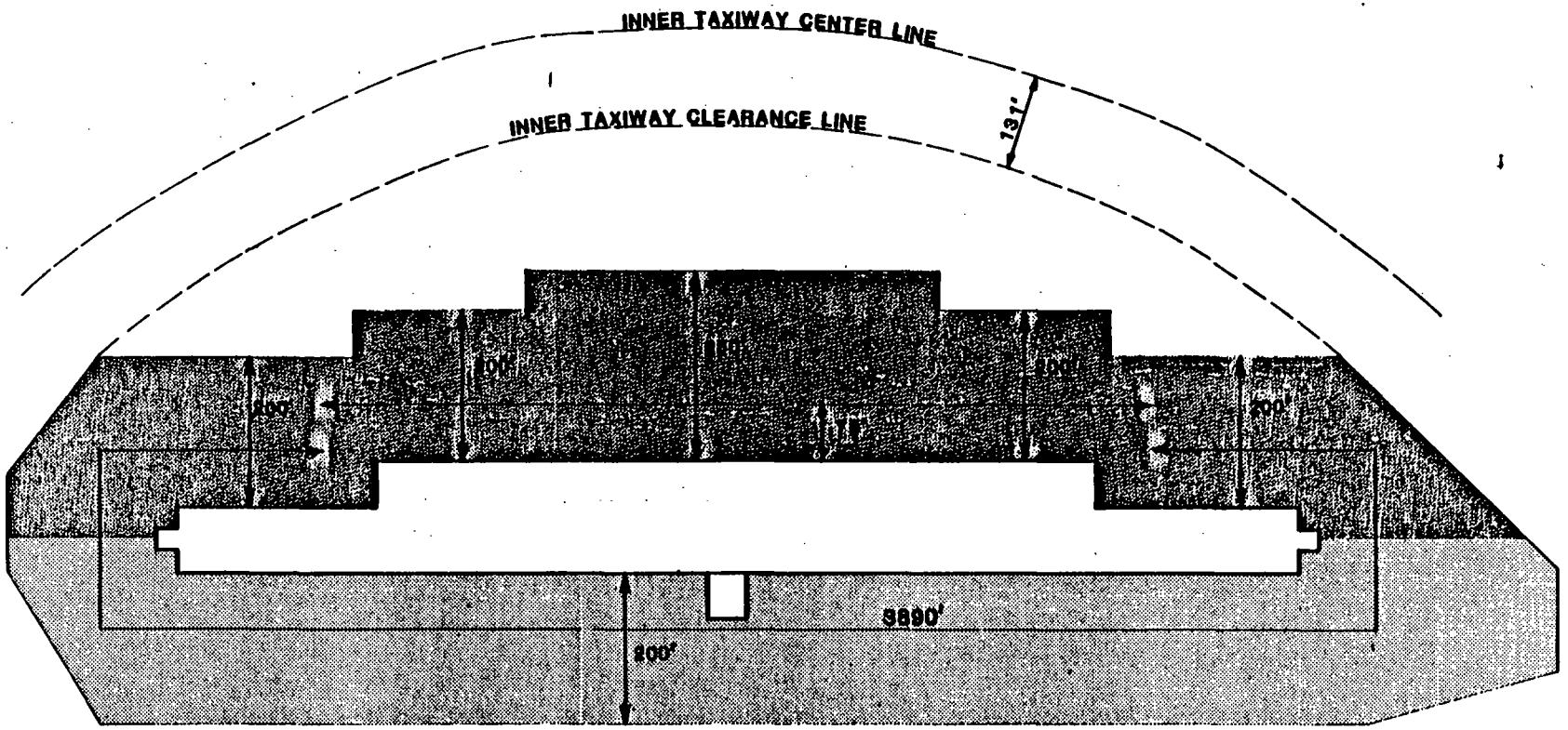
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Rapello Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES AIRCRAFT PARKING AREA

EXHIBIT K-2



Exclusive Aircraft Parking Area

Aircraft parked in this area prohibited from encroaching on Inner Taxiway Clearance Line during pushback.

3890 Lineal Feet of Ramp Frontage

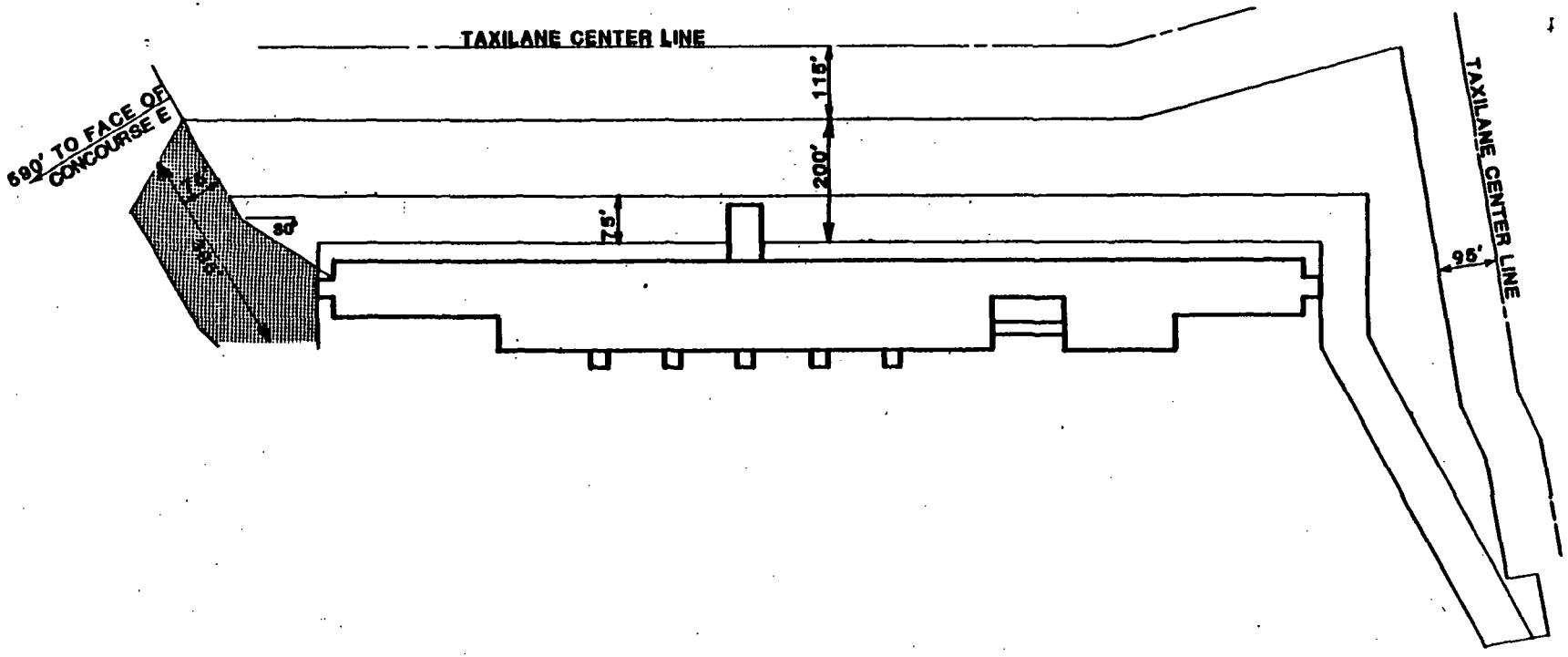
SATELLITE CONCOURSE BUILDING
Drawing 2

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

UNITED AIRLINES AIRCRAFT PARKING AREA

EXHIBIT K-2



Exclusive Aircraft Parking Areas

395 Lineal Feet of Ramp Frontage

TERMINAL BUILDING NO. 1

Drawing 3

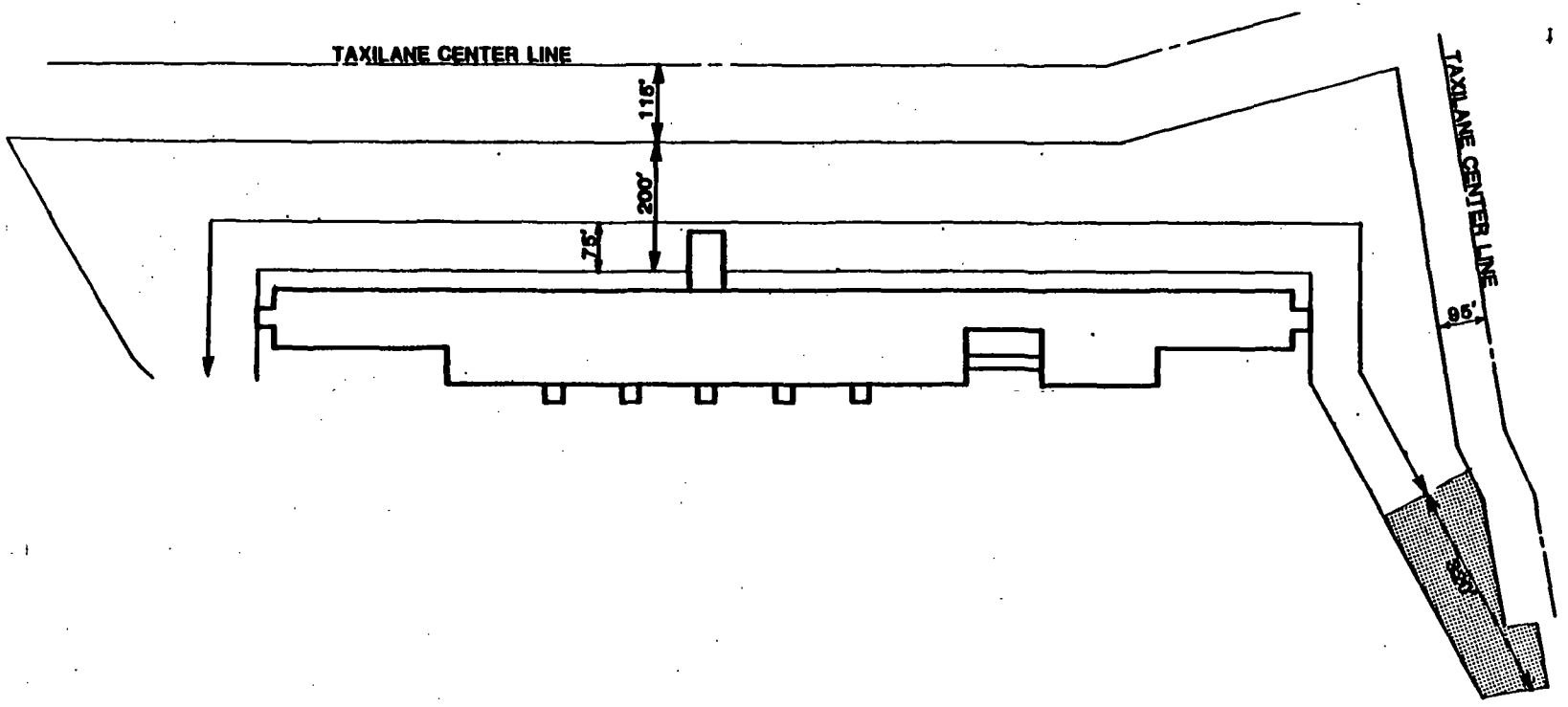
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Rapello Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES AIRCRAFT PARKING AREA

EXHIBIT K-2



Exclusive Aircraft Parking Areas

320' Lineal Feet of Ramp Frontage

TERMINAL BUILDING NO. 1

Drawing 4

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Boardman Corporation LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES AIRCRAFT PARKING AREA

EXHIBIT K-2

Journal pages 15466—15467 are a part of the agreement with US Air, Inc. only.

EXHIBIT K

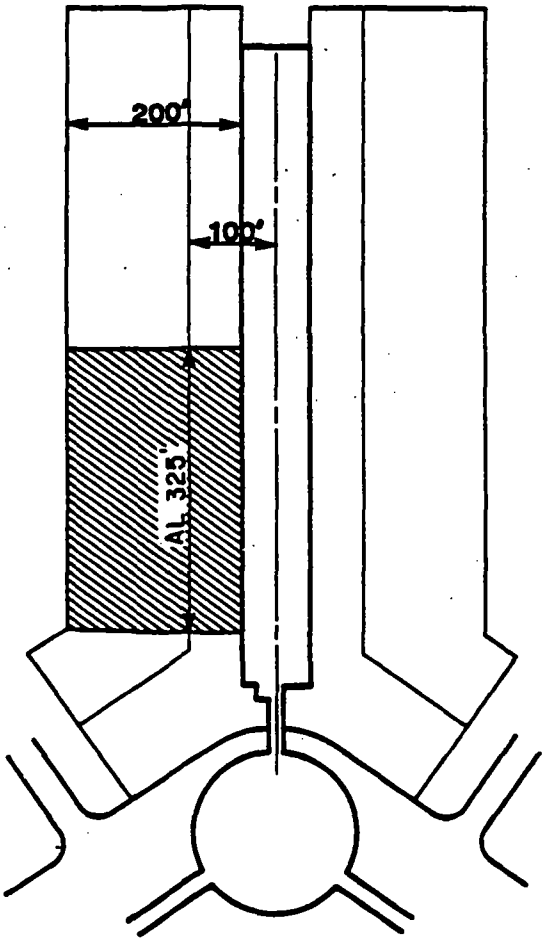
USAIR AIRLINES AIRCRAFT PARKING AREA

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome A. Butler Commissioner of Public Works

O'HARE ASSOCIATES Architects Engineers LANDRUM & BROWN Aviation Consultants

CONCOURSE G

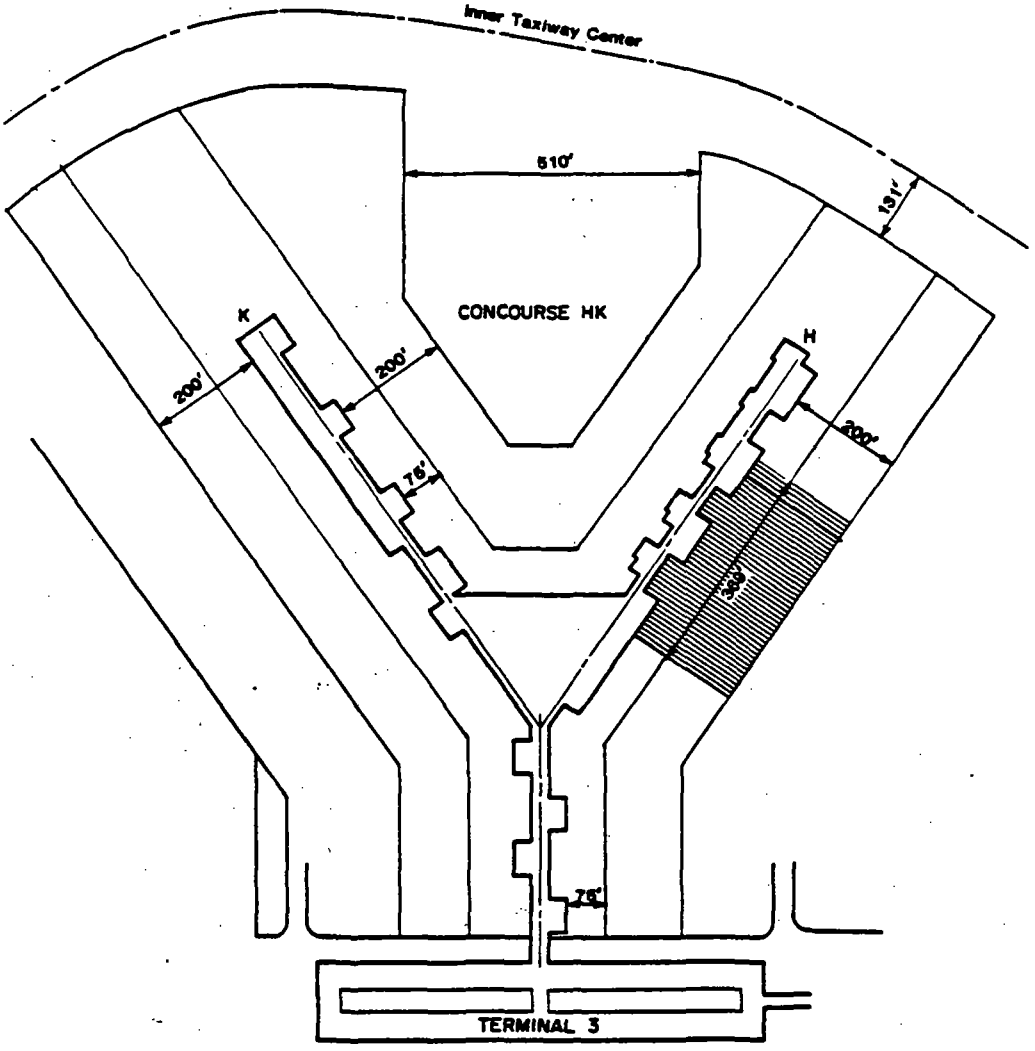


Exclusive Aircraft Parking Area

325 Lineal Feet of Ramp Frontage

EXHIBIT K-1

USAIR AIRCRAFT PARKING AREA



CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Rapsis Commissioner of Aviation Jerome A. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

EXHIBIT L

CHARGING OF O&M EXPENSES AND ASSIGNMENT OF REVENUES TO CRCs

1. CHARGING OF O&M EXPENSES TO CRCs

Operation and Maintenance (O&M) Expenses are to be charged directly to CRCs whenever possible. Costs which are not directly chargeable will be allocated to the CRCs based on formulas enumerated herein. A summary of expenses to be charged and those to be allocated directly to CRCs and those allocated to CRCs by formula is shown in Table L-1.

1.1 Costs Directly Charged to CRCs

The following costs will be charged directly to the CRCs as they are incurred:

(1) Salaries and wages of Department of Aviation operating personnel will be charged to CRCs based on daily time records of each employee.

(2) Salaries, wages and fringe benefits of Fire Department personnel (with the exception of paramedics) assigned to the Airport will be charged to the Airfield CRC.

(3) Salaries, wages and fringe benefits of Police Department personnel will be charged to individual CRCs, based on the coverage afforded each CRC.

(4) Costs of operating and maintaining the Ground Transportation System including energy use will be charged entirely to the Terminal Support CRC.

(5) Costs of operating the shuttle bus system will be charged entirely to the Terminal Support CRC.

(6) Materials and supplies will be charged to the CRC in which they are used.

(7) Engineering and professional services will be charged to specific projects identified as relating to a particular CRC. Services for projects not attributable to a specific CRC will be considered administrative costs.

(8) Repair and maintenance items will be charged to the CRC in which each item occurs.

(9) Costs of water pollution control will be charged directly to the Airfield CRC.

(10) Administrative Expenses of City Departments other than DOA which are vouchered to the Airport will be charged as vouchered.

1.2 Formula Allocated Costs

Allocated costs are those that cannot be accurately charged directly to a specific CRC as they are incurred and must, therefore, be assigned to the CRCs using an allocation formula basis.

(1) Fringe benefits (workmen's compensation, pensions, etc.) will be allocated to the CRCs in proportion to the salaries and wages of the assigned Department of Aviation operating personnel.

(2) Salaries, wages and fringe benefits of Fire Department paramedics will be allocated to the Terminal Area CRC and the International Terminal CRC. Allocation between the two CRCs will be based on the prorata share of enplaned passengers in each CRC.

(3) Costs of operating and maintaining vehicles including fuel will be allocated based on vehicle utilization. A record will be maintained of the vehicles assigned for use by each CRC.

(4) Electricity costs will be allocated as follows:

- 15 percent to the Airfield CRC for runway and taxiway lighting.

- 65 percent to the Terminal Area CRC and the International Terminal CRC for lighting and running equipment in the terminal buildings. Allocation between the two CRCs will be based on the prorata share of square footage of terminal space in each CRC.

- 25 percent to the Terminal Support CRC for parking lot and roadway lighting. (Note: Ground Transporation System costs are charged in item 1.1(4)).

- All service provided all other airport tenants will be metered separately and directly reimbursed to the appropriate CRC. No Land Support Area electricity usage will be charged as an airport cost.

(5) Water and sewage costs will be allocated to the Terminal Area CRC and International Terminal CRC based on the prorata shares of Enplaned Passengers in each CRC. Water and sewage services provided all other airport tenants will be metered and directly reimbursed to the appropriate CRC.

(6) Costs of repair, maintenance and operation, including fuel, of the heating and refrigeration plant will be allocated to the Terminal Area CRC and the International Terminal CRC based on the prorata share of square footage of terminal space in each CRC. Central HVAC service provided all other airport tenants will be metered and directly reimbursed to the appropriate CRC.

(7) Costs of operating and maintaining the public address system will be allocated to the Terminal Area CRC and International Terminal CRC based on the prorata share of Enplaned Passengers in each CRC.

1.3 Administrative Costs

Administrative (overhead) expenses are those costs which are not directly attributable to specific CRCs. The share of administrative expenses allocated to each CRC will equal the proportion of total costs of each CRC to the total costs of all CRCs for the previous Fiscal Year. Administrative costs will include, but not be limited to, the following:

(1) Salaries, Wages and Fringe Benefits of DOA Administrative Staff.

(2) Salaries, wages and fringe benefits of assigned staff from Corporate Counsel, Comptroller, and other City Departments.

(3) Trustee Fees.

(4) Insurance.

(5) Communications.

(6) Travel.

(7) Other DOA Administrative Expenses.

(8) Non-vouchered other expenses from other City Departments.

(9) Engineering and professional service fees not capitalized.

(10) Computer services and office equipment rentals and fees.

2. ASSIGNMENT OF REVENUES TO CRCs

Revenues are to be assigned directly to CRCs whenever possible, based primarily on the physical location (the actual monetary transaction may occur in a different CRC) of the source of the revenue. Revenues from all sources located within each CRC will be assigned directly to that CRC. All Revenues which cannot be directly assigned will be allocated to the CRCs based on the formulas enumerated herein.

2.1 Revenues Directly Assigned to CRCs

(1) The following Revenues and all similar Revenues will be assigned to the Airfield CRC:

- Non-Airline Party Landing Fees
- General Aviation Landing Fees and Fuel Flowage Fees
- Aircraft Tie Down Fees
- Ramp Fees (if any)
- Airfield Use Surcharges

(2) The following Revenues will be assigned to the Terminal Area CRC:

- Building Space Rentals (including utility reimbursement)
- Revenues from concessions (including utility reimbursement) located in the Terminal Area buildings (see 2.3)

(3) The following Revenues will be assigned to the International Terminal CRC:

- Building Space Rentals (including utility reimbursement)
- Federal Inspection Service Facility Use Fees

- Revenues from concessions (including utility reimbursement) located in International Terminal Area buildings (see 2.3)

(4) The following Revenues will be assigned to the Terminal Support CRC:

- Automobile Parking Fees
- Automobile/Truck Rentals
- Hilton Hotel (including utility reimbursement) Rentals
- Limousine and Bus Fees
- Other Ground Transportation Fees (if applicable)
- Employee Parking Lot Fees

(5) The following Revenues, if located and generated in the Land Support CRC, will be assigned to the Land Support CRC:

- Hangar Rentals
- Tank Farm Rentals
- Air Cargo Building(s) Rentals
- Land Rentals
- Building Space Rentals
- FBO Rentals and Concessions
- Flight Kitchen Rentals and Concessions

2.2 Revenues Allocated to CRCs

(1) Interest income will be allocated to, and within, the CRCs in accordance with the terms of the Airport Use Agreement.

(2) Reimbursement for security services will be allocated to the Terminal Area CRC and the International Terminal CRC based on the prorata share of Enplaned Passengers in each CRC.

(3) Grants, contributions, sale of assets and sale of rights will be assigned directly to the CRCs when identifiable. For those items which cannot be identified with a CRC, the allocation to CRCs will be based on the proportion of total assets in each CRC.

2.3 Terminal Concession Revenues

Rentals and fees from the following terminal concessions will be assigned directly to the Terminal Area CRC and the International Terminal CRC based on building location:

- Food and Drink
- News and Gifts
- Drug Store
- Display Advertising
- Telephone
- Insurance
- Parcel Lockers
- Observation Deck (Entry Fee and Telescopes)
- Candy Shop
- Heel Bar and Valet
- Barber Shop
- Currency Exchange
- Duty Free Shop
- Baggage Carts
- All other terminal concessions

TABLE L-1

CRC O&M EXPENSE CHARGE SUMMARY

	Cost Revenue Centers				
	Airfield	Terminal Area	Int'l. Terminal	Terminal Support	Land Support
Direct Charge					
. DOA Operating	X	X	X	X	X
. Fire Department (except parademics)	X				
. Police Department	X	X	X	X	X
. Ground Transportation System				X	
. Shuttle Bus System				X	
. Materials and Supplies	X	X	X	X	X
. Engn/Prof Svcs	X	X	X	X	X
. Repairs and Maintenance	X	X	X	X	X
. Water Pollution Control	X				X
. Administrative-Vouchered	X	X	X	X	X
Allocated By Formula					
. Fringe Benefits	X	X	X	X	X
. Fire Department (paramedics)		X	X		
. Vehicles and Fuel	X	X	X	X	X
. Electricity	X	X	X	X	
. Water/Sewage	X	X	X	X	
. H&R Plant		X	X		
. PA System		X	X		
. Administrative-DOA	X	X	X	X	X

X - indicates that all or part of the cost is applicable to that CRC.

Journal page 15476 is a part of the agreement with American Airlines, Inc. only.

EXHIBIT M

EXISTING LEASES AND OTHER AGREEMENTS OF AIRLINE TO BE EXTENDED (AMERICAN AIRLINES, INC.)

1.) Joint Cargo Building and Site Lease, dated January 1, 1959.*

2.) Assignment Indenture and Agreement (re: Joint Cargo Building), dated January 25, 1964.*

3.) Hangar Site Lease, dated December 16, 1969.

4.) Hangar and Hangar Site Lease, dated January 1, 1959.

5.) Flight Kitchen Lease (between City and Sky Chefs, Inc.), dated October 8, 1969, as extended on May 16, 1979.

*It is understood that these Leases and Agreements will terminate upon the demolition of the Joint Cargo Building pursuant to the Airport Development Plan at which time Airline will be reimbursed pursuant to the Airport Use Agreement.

Journal page 15478 is a part of the agreement with Delta Air Lines, Inc. only.

EXHIBIT M

-EXISTING LEASES AND OTHER AGREEMENTS OF AIRLINE TO BE EXTENDED (DELTA AIR LINES, INC.)

1.) Cargo Building Site Lease, dated June 22, 1973.

2.) Joint Cargo Building and Site Lease, dated January 1, 1959.*

3.) Hangar and Hangar Site Lease, dated January 1, 1959.

*It is understood that these Leases and Agreements will terminate upon the demolition of the Joint Cargo Building pursuant to the Airport Development Plan, at which time Airline will be reimbursed therefor pursuant to the Airport Use Agreement.

Journal page 15480 is a part of the agreement with Trans World Airlines, Inc. only.

EXHIBIT M

EXISTING LEASES AND OTHER AGREEMENTS OF AIRLINE TO BE EXTENDED (TRANS WORLD AIRLINES, INC.)

1.) Hangar and Hangar Site Lease, dated January 1, 1959.

2.) Cargo Building Site Lease*, dated March 27, 1964.

*It is understood that this Lease will terminate and the facility leased thereunder will be used as set forth in the Airport Development Plan, and Airline will be reimbursed therefor pursuant to the Airport Use Agreement.

Journal page 15482 is a part of the agreement with United Airlines, Inc. only.

EXHIBIT M

EXISTING LEASES AND OTHER AGREEMENTS OF AIRLINE TO BE EXTENDED (UNITED AIRLINES, INC.)

1.) Joint Cargo Building and Site Lease, dated January 1, 1959.*

2.) Joint Cargo Building Site Lease, dated January 1, 1959 (as successor to interest of Capital Airlines, Inc.).*

3.) Hangar and Hangar Site Lease, dated January 1, 1959.

4.) Hangar Site Lease, dated March 6, 1967.

5.) Cargo Building Site Lease, dated July 1, 1963.*

6.) Assignment Indenture and Agreement, dated December 1, 1963 (re: Cargo Building Site).**

7.) Assignment Indenture and Agreement, dated March 7, 1961 (as successor to interest of Capital Airlines, Inc.).**

8.) International Terminal Facility Joint Use Agreement, dated January 1, 1982.

*It is understood that these Leases and Agreements will terminate upon the demolition of the Joint Cargo Building pursuant to the Airport Development Plan, at which time Airline will be reimbursed therefor pursuant to the Airport Use Agreement.

**It is understood that this Agreement will terminate in accordance with its terms.

Journal page 15484 is a part of the agreement with US Air, Inc. only.

EXHIBIT M

EXISTING LEASES AND OTHER AGREEMENTS OF AIRLINE TO BE EXTENDED (US AIR, INC.)

NONE.

EXHIBIT N

OPERATION AND MAINTENANCE RESPONSIBILITIES

I. TERMINAL AREA

1. EXTERIOR AND STRUCTURE

Airline Responsibility

- Loading Bridges - all services, including operation, maintenance, repair and cleaning.
- Aircraft gates without loading bridges - all pedestrian-related services, including marking of walkways, sweeping and trash collection, and snow and ice removal.

City Responsibility - All other services, including without limitation:

- Structural and roof maintenance and repair
- Manual and automatic door maintenance
- Exterior lighting - operation and maintenance
- Signage
- Perimeter wall, glass cleaning and replacement, interior and exterior.
- Landscaping maintenance and policing
- Walkways and curbfront
  - Policing, sweeping, and trash collection, including removal of gum, oil spots, and spills
  - Snow and ice removal, including the use of chemical melting agents when required.
- Security, law enforcement, fire protection, and emergency medical service.

2. INTERIOR

Airline Responsibility within Exclusive Use Premises:

- Plumbing - Repair, maintenance, and cleaning of Airline-installed devices.

- Electrical

  - Lamp and ballast replacement
  - Cleaning of fixtures
  - Repair, maintenance, and cleaning of Airline-installed devices.
  - Cost of electrical power, hot and cold water, and other building utility use, determined by estimate or metering. Uses other than normal building functions shall be metered and paid by Airline (Airline to pay cost of meter installation.

- HVAC - cleaning of diffusers, grates, etc., which provide final delivery and return of conditioned air.

- Glass Breakage - replacement of any breakage within the Exclusive Use Premises. Perimeter wall glass to be replaced by City per N-6.

- Communications Systems - Operation, maintenance, repair, and cleaning of dedicated systems installed by Airline for its sole use or use in common with other tenants, such as public address, telephone and radio services, and flight information display systems.

- Passenger Loading Bridges - Operation, maintenance, and cleaning. Cleaning to include:

  - Sweep, spot clean and shampoo carpeting as required
  - Dust, wipe/wash interior surfaces
  - Clean windows

Maintenance to include:

- Doors, safety devices, warning systems
- Mechanical positioning equipment and controls
- Docking lights and devices
- Any aircraft support equipment attached to loading bridges, such as electrical power and communications.

- Custodial Services -
  - Policing of passenger hold areas and bag claim area, including emptying of ashtrays and trash containers as required.
  - Damp mop, scrub, strip, wax, and/or seal terrazzo or tile floors on a regular basis.
  - Vacuum, spot clean, and shampoo carpeted areas on a regular basis.
  - Dust, damp wipe, and wash furniture, railings, window sills, walls, ceilings, ashtrays, trash containers, counters and fixtures on a regular basis.
  - Clean and polish all metal surfaces on furniture, fixtures, and equipment.
  - Wash interior windows and glass partitions.
  - Removal of Airline trash from custodial activity in Exclusive Use Premises and from Aircraft.
- Locks, keys, and key control
- Interior Decorating - Provision, installation, and maintenance of all furnishings (including seats, tables, counters, closets, etc.), wall coverings, floor finishes, window coverage (draperies, etc.), authorized signage and logos, and related items not included in the primary construction of the facility.
- Mechanical Systems - Operation, maintenance and repair of all mechanical systems - Baggage Systems (outbound and inbound), bag claim facilities - conveyors, carousels, delivery tracks, etc. - manual and automatic doors - escalators and elevators.
- Passenger screening

<u>City Responsibility</u>

- Plumbing - All services except as noted for Airline, and including:
  - Operation, maintenance, and repair of hot and cold domestic potable water service throughout the Terminal Area.

- Maintenance and repair of drainage and sewage systems throughout the Terminal Area.

- Maintenance and repair of plumbing fixtures, including restroom fixtures, drinking foundations, and janitorial sinks in Public Use Premises.

- Maintenance and repair of fire suppression (sprinkler) systems.

. Electrical - All services except as noted for Airline, and including maintenance and repair of all aspects of the electrical distribution systems, including meters, wiring, distribution and circuit protection boxes, outlets, primary lighting fixtures and outlets installed included in primary construction of the facility.

. Heating, Ventilating and Air Conditioning - Operation and maintenance of all services, except as noted for Airline, including:

- High temperature and chilled water generation and distribution

- Heat exchangers

- Air handling units, including filter changing and coil cleaning

- Ducting

- Controls

. Glass Breakage - Replacement of broken glass in Public Use Premises and on the perimeter of Exclusive Use Premises.

. Communications Systems - Complete maintenance of all systems used in common throughout the Terminal Area, such as alarm systems and common user communication and public address systems.

. Custodial Services - Provide facilities for trash disposal for non-Airline Party Terminal Area tenants and provide complete custodial services in all Public Use Premises, to include without limitation: restrooms; elevators; escalators; circulation space in ticketing, baggage claims, and public waiting areas;

public telephones; drinking fountains; vestibules; corridors, stairwells and other amenities available to the general public. Functions to include:

- Policing and trash removal from all public facilities.

- Floor cleaning, with regularly scheduled vacuuming, spot cleaning, shampooing, sweeping, scrubbing, mopping, stripping, waxing, and/or sealing, as appropriate.

- Wall, ceiling, partition window, and fixture cleaning, including dusting, spot cleaning, washing and polishing metal surfaces.

- Telephone and restroom sanitizing, including all fixtures.

- Restroom stocking, including soap, paper products, and sanitary napkins.

- Locks, keys and key control, except as specified for Airline.

- Repair and maintenance of elevators and escalators located in Public Use Premises.

- Security, law enforcement, and fire protection, and emergency medical service.

SUMMARY OF AIRPORT OPERATIONS AND MAINTENANCE RESPONSIBILITIES

	Exclusive Use Premises	Public Use Premises	Terminal Support Area	Airfield	Land[1]/ Support Area
Structures and Building Exteriors	C	C	C	C	C
Loading Bridges	A	-	-	-	-
Landscaping	-	C	C	C	C
Walkways and Roadways	-	C	C	C	C
Security, Law Enforcement, Fire Protection, Emergency Medical Services	C	C	C	C	C
Plumbing Drainage	A[2]/	C	C	C	C
Electrical Service and Lighting	A[2]/	C	C	C	C
HVAC	A[3]/	C	C	C	C
Glass Breakage	A[6]/	C	C	C	C
Communications Systems	A[4]/	C	C	C	C
Custodial Service, including Trash Removal	A	C	C	C	C
Locks, Keys, Key Control	A	C	C	C	C
Interior Decorating	A	C	C	C	C
Baggage Handling Systems	A	-	-	-	-
People Movers (elevators, escalators, moving sidewalks, transit systems)	A[7]/	C	C	-	-
Signage	A	C	C	C	C
Airfield Pavements	A[5]/	C	-	C	-
Auto Parking Facilities	-	-	C	-	-
Aircraft Fueling System	-	-	-	A	A

KEY: A = Airline
C = City

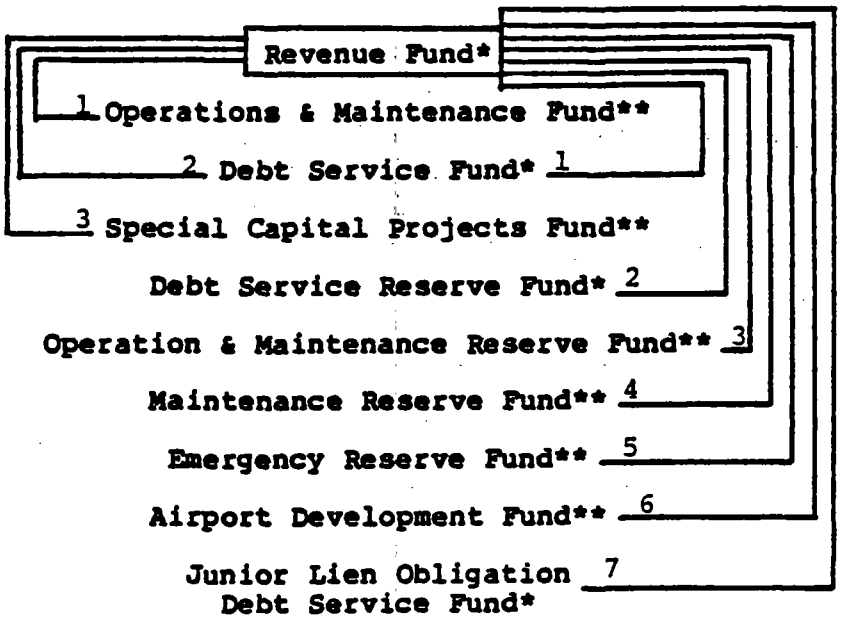
1/ Except as specified in individual leases.
2/ Airline-installed devices and lamp/ballast replacement.
3/ Cleaning of grates and diffusers only.
4/ Exclusive/joint use systems installed by Airline.
5/ Pavement marking and cleaning at apron gates.
6/ Excluding glass in perimeter walls.
7/ By Airline for escalators and moving sidewalks within Exclusive Use Premises.

EXHIBIT O

ALLOCATION OF REVENUES

Monthly Flow
On the tenth day of each month the Trustee shall make the following deposits in the manner and order of priority set forth below:

Semi-Annual Flow
On the business day of the Trustee immediately preceding each Interest Payment Date, the Trustee shall make the following deposits in the manner and order of priority set forth below:



*Pursuant to Section 503 of the General Airport Revenue Bond Ordinance.

**Indicates funds credited in Airport Use Agreement and Terminal Facilities Lease.

EXHIBIT P

TERMINAL AREA USE CHARGE FORMULA

The Terminal Area Use Charge is determined based on the formulation described in Section 5.03 which is algebraicly represented as follows:

$$\frac{A}{B} \times (C + C^1) + \frac{A^1}{B^1} \times D + \frac{E}{F} \times (G + H + J + K) - (L + M) + N + P - Q$$

Where A is the Additional Footage of Exclusive Use Premises of the Airline per Section 5.04(a) (excluding Additional Footage which is part of a Special Facility Improvement).

Where B is the total Additional Footage of Exclusive Use Premises of all Airline Parties per Section 5.04(a) (excluding Additional Footage which is part of a Special Facility Improvement).

Where A^1 is the Additional Footage of Exclusive Use Premises of the Airline per Section 5.04(b) (including Additional Footage which is part of a Special Facility Improvement).

Where B^1 is the total Additional Footage of Exclusive Use Premises of all Airline Parties per Section 5.04(b) (including Additional Footage which is part of a Special Facility Improvement).

Where C is the Debt Service (net of Investment Income) allocated to Exclusive Use Premises (excluding Exclusive Use Premises which are part of a Special Facility Improvement) per Section 5.03(a)(i)(1).

Where C^1 is the Special Facility Revenue Bond Debt Service attributable to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement per Section 5.03(a)(i)(2).

Where D is the Debt Service (net of Investment Income) allocated to Type B Public Use Premises and to relocation costs per Section 5.03(a)(ii).

Where E is the total square footage of Exclusive Use Premises of the Airline per Section 5.04(c).

Where F is the total square footage of Exclusive Use Premises of all Airline Parties per Section 5.04(c).

Where G is the Debt Service (net of Investment Income) allocated to Type A Public Use Premises and to the capitalized costs of implementing the Use Agreement per Section 5.03(a)(iii)(1).

Where H is the Operation and Maintenance Expenses of the Terminal Area per Section 5.03(a)(iii)(2).

Where J is the Airport Development Fund, Emergency Reserve Fund and Special Capital Projects Fund payment requirements of the Terminal Area per Section 5.03(a)(iii)(3).

Where K is the allocated Terminal Area share of the Net Deficit of the Terminal Support Area per Section 5.03(a)(iii)(4). (If Terminal Support Area shows a surplus, K = 0.)

Where L is the Non-Use Agreement Revenues of the Terminal Area per Section 5.03(a)(iv)(1).

Where M is the allocated Terminal Area share of the Net Revenues of the Terminal Support Area per Section 5.03(a)(iv)(2). (If Terminal Support Area shows a deficit, M = O).

Where N is Airline's prorata share of the Debt Service, if any, (net of Investment Income) during construction of the Terminal Area, and of the Debt Service (net of Investment Income) allocated to Capital Projects enumerated in Section 5.05(b), per Section 5.03(a)(v).

Where P is the Debt Service (net of Investment Income) allocated to Airline's tenant improvements per Section 5.03(a)(vi).

Where Q is the credit for Special Facility Revenue Bond Debt Service payments related to the Existing Footage portion of Exclusive Use Premises, Public Use Premises and the Terminal Support Area per Section 5.03(b).

APPLICATION OF TERMINAL AREA USE CHARGES FORMULA TO TWO HYPOTHETICAL SITUATIONS

Example 1: Airline X

ASSUMPTIONS:

Airline X has Exclusive Use Premises solely in a Special Facility Improvement.

A = 0 (Additional Footage which is part of a Special Facility is excluded)

B = 450,000 square feet

A^1 = 100,000 square feet

B^1 = 550,000 square feet

C = $15,000,000

C^1 = $454,546 (See calculation of Item Q below)

D = $14,000,000

E = 150,000 square feet

F = 1,300,000 square feet

G = $4,000,000

H = $42,600,000

J = $3,600,000 (Assumes Special Capital Projects Fund payment requirement = 0)

K = 0 (Assumes Terminal Support Area shows a surplus)

L = $27,000,000

M = $1,500,000

N = $3,090,909 (See calculation below)

P = 0 (Assumes tenant improvements financed independently)

Q = $4,954,546 (See calculation of Item Q below)

CALCULATION OF ITEM Q

Credit For Existing Footage Portion of Exclusive Use Premises

Assumptions for calculation of credit relating to Existing Footage Portion of Airline X's Exclusive Use Premises in its Special Facility Improvement pursuant to Section 6.01(b) using the factors and formula set forth therein:

$$S - \left(S \times \frac{T}{U} \times \frac{V}{W}\right)$$

S = $3,000,000
T = 100,000 square feet
U = 150,000 square feet
V = 700,000 square feet
W = 550,000 square feet

$$\$3,000,000 - \left(\$3,000,000 \times \frac{100,000}{150,000} \times \frac{700,000}{550,000}\right) = \$ \quad 454,546^{*}$$

(* this number = C^{1})

PLUS

Credit For Public Use Premises

Special Facility Revenue Bond Debt Service related to Public Use Premises = $3,000,000

PLUS

Credit For Terminal Support Area

Special Facility Revenue Bond Debt Service related to Terminal Support Area = $1,500,000

Q = $4,954,546

CALCULATION OF AIRLINE X's TERMINAL AREA USE CHARGE

Formula	Calculation		Charge
$\frac{A}{B} \times (C + C^1)$	$\frac{0}{450,000}$	x ($15,000,000 + $454,546)	= 0
$\frac{A^1}{B^1} \times D$	$\frac{100,000}{550,000}$	x $14,000,000	= $ 2,545,454
$\frac{E}{F} \times [(G + H + J + K)$	$\frac{150,000}{1,300,000}$	x ($4,000,000 + $42,000,000	
$- (L + M)]$		+ $3,600,000 + 0 - ($27,000,000	
		+ $1,500,000))	= $ 2,434,615
	$\frac{100,000}{550,000}$	x $17,000,000	= $ 3,090,909
P	0		= 0
			$ 8,070,978
Q	$4,954,546		- $(4,954,546)
Airline X's Terminal Area Use Charge (less credit)			= $ 3,116,432
Amount paid by Airline X for its Additional Footage under its Special Facility Agreement		$3,00,000 - $454,546	= $ 2,545,454

APPLICATION OF TERMINAL AREA USE CHARGES FORMULA TO TWO HYPOTHETICAL SITUATIONS

Example 2: Airline Y

ASSUMPTIONS:

Airline Y has no Exclusive Use Premises in a Special Facility Improvement.

A = 50,000 square feet

B = 450,000 square feet

A^1 = 50,000 square feet

B^1 = 550,000 square feet

C = $15,000,000

C^1 = $454,546 (See calculation of Item Q for Airline X)

D = $14,000,000

E = 200,000 square feet

F = 1,300,000 square feet

G = $4,000,000

H = $42,600,000

J = $3,600,000 (Assumes Special Capital Projects Fund payment requirement = 0)

K = 0 (Assumes Terminal Support Area shows a surplus)

L = $27,000,000

M = $1,500,000

N = $1,545,453 (See calculation below)

P = 0 (Assumes tenant improvements financed independently)

Q = 0

CALCULATION OF AIRLINE Y's TERMINAL AREA USE CHARGE

Formula	Calculation	Charge
$\frac{A}{B} \times (C + C^1)$	$\frac{50,000}{450,000} \times (\$15,000,000 + \$454,546)$	= $ 1,717,171
$\frac{A^1}{B^1} \times D$	$\frac{50,000}{550,000} \times \$14,000,000$	= $ 1,272,726
$\frac{E}{F} \times [(G + H + J + K) - (L + M)]$	$\frac{200,000}{1,300,000} \times (\$4,000,000 + \$42,000,000 + \$3,600,000 + 0 - (\$27,000,000 + \$1,500,000))$	= $ 3,246,152
	$\frac{50,000}{550,000} \times \$17,000,000$	= $ 1,545,453
P	0	= 0
		$ 7,781,502
Q	0	- $ -0-
Airline X's Terminal Area Use Charge		= $ 7,781,502

COMPARISON OF EXISTING FOOTAGE AND ADDITIONAL FOOTAGE RATES FOR AIRLINES X AND Y

Existing Footage Rate:

Airline X:

$\frac{\$2,434,615}{150,000}$ = $16.23 per square foot + $5.00 per square foot (Terminal Area Rental) = $21.23 per square foot

Airline Y:

$\frac{\$3,246,152}{200,000}$ = $16.23 per square foot + $5.00 per square foot (Terminal Area Rental) = $21.23 per square foot

Additional Footage Rate:

Airline X:

$\frac{(\$2,545,454 + \$3,090,909 + \$2,545,454)}{100,000}$ = $81.81 per square foot + $21.23 per square foot = $103.04 per square foot*

Airline Y:

$\frac{(\$1,717,171 + \$1,272,726 + \$1,545,453)}{50,000}$ = $90.70 per square foot + $21.23 per square foot = $111.93 per square foot*

* This discrepancy is a result of different assumptions with respect to the per square foot debt service expense of Exclusive Use Premises constructed in the Special Facility versus other Exclusive Use Premises constructed at the Airport. The 150,000 square feet of Exclusive Use Premises in the Special Facility is assumed to have a $3,000,000 debt service expense, or $20.00 per square foot. (See assumptions in calculation of Item Q.) The other 550,000 square feet of Exclusive Use Premises constructed at the Airport (the total 700,000 square feet assumed in the calculation of Item Q less the 150,000 square feet which are part of the Special Facility) is assumed to have a $15,000,000 debt service expense (see assumption of Item C), or $27.27 per square foot.

TERMINAL BASE BUILDING FINISH STANDARDS

EXHIBIT Q
11.17.82

AREA	SPACE DESIGNATION	FLOOR	BASE	WALL STRUCTURE	CEILING	HVAC	LIGHTING	ELECTRICAL	NOTES
BASEMENT	Basement	Exposed Concrete		Exposed Concrete Structure	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Service Tunnels	Exposed Concrete		Exposed Concrete Structure	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Fan Rooms	Exposed Concrete		Exposed Concrete Structure Concrete Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Mechanical & Electrical Rooms	Exposed Concrete		Exposed Concrete Structure Concrete Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Locker Rooms	Exposed Concrete		Concrete Block	Exposed Concrete Structure	HVAC	20 F.C.	As Required	
	Toilet Rooms	Unglazed Ceramic Tile	Unglazed Ceramic Cove	Unglazed Ceramic Tile	Cement Plaster	HVAC	20 F.C.	As Required	
CLAIM LEVEL	Bag Claim Lobby	Terrazzo		Precast Concrete Panel w/Exposed Aggregate & Exterior Glass	Metal Pan	HVAC	50 F.C.	As Required	
	Bag Claim Area	Terrazzo		Metal Partition	Metal Pan	HVAC	50 F.C.	Power to Claim Unit Distribution Panel	
	Bag Room	Structural Concrete & Concrete Fill		Concrete Panel	Exposed Concrete Structure	H & V	40 F.C.	Power to Sort Device Distribution Panel	
	Bag Service Office	Terrazzo	Metal	Metal Partition	Metal Pan	HVAC	75 F.C.	As Required	
	Toilet Rooms	Unglazed Ceramic Tile	Unglazed Ceramic Cove	Unglazed Ceramic Tile	Cement Plaster	HVAC	20 F.C.	As Required	
	Concessions	Terrazzo	By Tenant	By Tenant	By Tenant	HVAC		By Tenant	

TERMINAL BASE BUILDING
FINISH STANDARDS

EXHIBIT Q
11.17.82

AREA	SPACE DESIGNATION	FLOOR	BASE	WALL STRUCTURE	CEILING	HVAC	LIGHTING	ELECTRICAL	NOTES
TICKET LEVEL	Ticket Lobby	Terrazzo	Metal	Exterior Curtain	Metal Pan	HVAC	50 F.C. Lobby 100 F.C. Ticket Counter	As Required	
	Airlines Offices	VAT	Metal	Metal Partition	Metal Pan	HVAC	75 F.C.	As Required	
	Concessions	Terrazzo	By Tenant	By Tenant	Metal Pan	HVAC		By Tenant	
	Toilet Rooms	Unglazed Ceramic Tile	Unglazed Ceramic Cove	Unglazed Ceramic Tile	Cement Plaster	HVAC	20 F.C.	As Required	
	Passenger Relations Room	VAT	Metal	Metal Partition	Metal Pan	HVAC	25 F.C.	As Required	
MEZZANINE	Mezzanine Corridor	Terrazo	Metal	Glass Partition	Metal Pan	HVAC	25 F.C.	As Required	
	Airline Offices	VAT	Metal	Metal Partition	Metal Pan	HVAC	75 F.C.	As Required	
	Locker Rooms	VAT	Metal	Metal Partition	Metal Pan	HVAC	20 F.C.	As Required	
	Toilet Rooms	Unglazed Ceramic Tile	Unblazed Ceramic Cove	Unglazed Ceramic Tile	Cement Plaster	HVAC	20 F.C.	As Required	
	Agent Lunch/Lounge	VAT	Metal	Metal Partition	Metal Pan	HVAC	25 F.C.	As Required	

CONCOURSE BASE BUILDING
FINISH STANDARDS

EXHIBIT Q
11.17.82

AREA	SPACE DESIGNATION	FLOOR	BASE	WALL STRUCTURE	CEILING	HVAC	LIGHTING	ELECTRICAL	NOTES
BASEMENT	Tunnel	Exposed Concrete Structure		Exposed Concrete Structure	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Mechanical & Electrical Rooms	Exposed Concrete Structure		Concrete Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
RAMP LEVEL	Ready Rooms	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	HVAC	30 F.C.	As Required	
	Maintenance Shops	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	50 F.C.	As Required	
	Locker Rooms	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Toilet Rooms	Exposed Concrete	Glazed Block	Glazed Block	Cement Plaster	H & V	20 F. C.	As Required	
	Operations Offices	VAT	Glazed Block	Glazed Block	Metal Pan	HVAC	75 F.C.	As Required	
	Storage Areas	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Bag Room	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	40 F.C.	Power to Distribution Panel for Sort Equipment	
CONCOURSE LEVEL	Concourse	Terrazzo	Metal	Plaster	Metal Pan	HVAC	25 F.C.	As Required	
	Hold Rooms	Terrazzo	Metal	Plaster	Metal Pan	HVAC	35 F.C.	As Required	
	Passenger Relations	Terrazzo	Metal	Plaster	Metal Pan	HVAC	25 F.C.	As Required	

CONCOURSE BASE BUILDING
FINISH STANDARDS

EXHIBIT Q
11.17.82

AREA	SPACE DESIGNATION	FLOOR	BASE	WALL STRUCTURE	CEILING	HVAC	LIGHTING	ELECTRICAL	NOTES
CONCOURSE LEVEL	Toilet Rooms	Unglazed Ceramic Tile	Unglazed Ceramic Tile	Unglazed Ceramic Tile	Cement Plaster	HVAC	20 F.C.	As Required	
	Operations Offices	VAT	Metal	Plaster	Metal Pan	HVAC	75 F.C.	As Required	
	Concessions	By Tenant	By Tenant	By Tenant	Metal Pan	HVAC		By Tenant	

Placed on File--MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Frost the committee's recommendations were *Concurred In.*

The following is a summary of said documents:

A communication from the Department of Law concerning settlements made or judgments entered against the City of Chicago for the month of October, 1982.

A communication from the Children's Benefit League of Chicago and Suburbs transmitting financial statement for the year ending May 31, 1982.

COMMITTEE ON ECONOMIC DEVELOPMENT.

Authority Granted for Conditional Approval of Industrial Revenue Bond of $1,800,000 for Development of Project by M.O.I. Realty.

The Committee on Economic Development submitted the following report:

CHICAGO, January 17, 1983.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on January 7, 1983) providing for the issuance of industrial revenue bonds in the amount of $1,800,000 for the construction of a project by M.O.I. Realty, to be located at 3800 N. Milwaukee Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development

of the City of Chicago (the "Commissioner"), which Department and Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not exceeding $1,800,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago to be owned by Main Bank of Chicago as Trustee under Trust No. 80-1435 dated March 21, 1980 (the "Land Trust") whose sole beneficiary will be M.O.I. Realty, a limited partnership organized and existing under the laws of the State of Illinois, to be used by Magenta Corporation, an Illinois corporation, and other lessees of the Land Trust as a manufacturing facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an amount not exceeding $1,800,000 for the purpose aforesaid.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

Memorandum of Agreement attached to this ordinance reads as follows:

This Memorandum of Agreement (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and M.O.I. Realty, a limited partnership organized and existing under the laws of the State of Illinois (the "Partnership"), which will be the sole beneficiary of Trust No. 80-1435 of Main Bank of Chicago under a Trust Agreement dated March 21, 1980 (the "Land Trust").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The City of Chicago, Cook County, Illinois (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Ordinance"), authorizing and empowering the City to issue revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and attraction of new businesses to the City.

(b) The Partnership will cause the Land Trust to acquire and improve certain property to be used by Magenta Corporation, an Illinois corporation, and other lessees of the Land Trust (the "Lessees") as a manufacturing facility (the "Project") in the City of Chicago, Illinois. The Partnership wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures, or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Ordinance, to issue and sell its revenue bonds in an amount not exceeding $1,800,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Land Trust and the Partnership will promote and further the purposes of the Ordinance.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Ordinance as then in force.

(b) That it will cooperate with the Partnership in finding a purchaser or purchasers for the Bonds, and if satisfactory purchase arrangements can be made, the Department will recommend that the City adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized by law and mutually satisfactory to the Department, the City, the Land Trust and the Partnership.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Land Trust and the Partnership and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. Undertakings on the Part of the Partnership. Subject to the conditions above stated, the Partnership agrees as follows:

(a) That it will use all reasonable efforts to find one or more purchasers for the Bonds.

(b) That contemporaneously with the issuance of the Bonds, the Partnership will and the Partnership will cause the Land Trust to enter into a revenue agreement, as defined in the Ordinance, with the City under the terms of which the Partnership and the Land Trust will obligate themselves to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the City, the Department, the Land Trust and the Partnership.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition of the Project or after payment of all costs of acquisition of the Project, whichever is later, the Partnership will and will cause the Lessees to (1) furnish upon request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the acquisition and construction of the Project, and (2) permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal offices of the Partnership or of the Lessees located within the City during regular business hours all books, records, and other documents of the Partnership or of the Lessees relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Partnership under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Partnership), the City, the Department, the Land Trust and the Partnership shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All costs and expenses in connection with the financing and construction of the Project, including the fees and expenses of counsel to the City and the Department, Chapman and Cutler, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Partnership. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds are not sold within such time, the Partnership agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and will pay upon demand the preliminary fees of bond counsel, and this Agreement shall thereupon terminate.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 23rd day of December, 1982.

[Signature forms omitted for printing purposes.]

COMMITTEE ON HOUSING, CITY AND COMMUNITY DEVELOPMENT.

Approval Given to Mayor's Appointment of Mr. Earl Langdon Neal as Commissioner of Chicago Housing Authority.

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, January 17, 1983.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on December 23, 1982) appointing Mr. Earl Langdon Neal as a Commissioner of the Chicago Housing Authority for the unexpired term of Miss Angeline P. Caruso ending July 14, 1986, begs leave to recommend that Your Honorable Body *Approve* the said appointment of Mr. Earl Langdon Neal.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

On motion of Alderman Gabinski the committee's recommendation was *Concurred In* and said appointment of Mr. Earl Langdon Neal was *Approved,* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

Approval Given to Amended Designation Report for Blighted Commercial Area Project South Loop and Acquisition of Subject Area for Redevelopment.

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, January 17, 1983.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on January 7, 1983) to approve the Amended Designation Report for Blighted Commercial Area Project South Loop and also acquisition of subject area for redevelopment, approved by the Commercial District Development Commission by Resolution No. 83-CDDC-4, adopted by the Commission on January 4, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Chapter 15.1 of the Municipal Code of Chicago, hereinafter referred to as "Chapter 15.1," authorizes a Commercial District Development Commission, hereinafter referred to as the "Commission," with both City and private capital to achieve the eradication and redevelopment of Blighted Commercial Areas; and

WHEREAS, The Commission has made a study of a tract of land as amended in the City of Chicago, said area being hereinafter more fully described, and found that the area is a Blighted Commercial Area of not less in the aggregate than two acres located within the territorial limits of the City of Chicago where 75% of the land area is devoted to a commercial use and where commercial buildings or improvements, because of age, dilapidation, obsolescence, overcrowding, lack of ventilation, light, sanitary facilities, inadequate utilities, excessive land coverage, deleterious land use or layout, inadequate and ineffective use, failure to produce a proper share of tax revenues or provide employment commensurate with the capacity of the area, or any combination of these factors, are detrimental to the public safety, health, morals, welfare, and economic stability; and

WHEREAS, Redevelopment of said area as amended, will be in accordance with a redevelopment plan or plans to be approved by the Commisison and the City Council of the City of Chicago; and

WHEREAS, Chapter 15.1 provides that whenever the Commission determines that a particular commercial blighted area, as defined in Chapter 15.1, should be acquired pursuant to the provisions of Chapter 15.1, such determination or additional determinations shall be evidenced by a resolution adopted by the Commission and a certified copy thereof shall be delivered to the governing body of the municipality in which the area is situated; and

WHEREAS, The Commission has by Resolution No. 83-CDDC-4 a certified copy of which has been delivered to the City Council of the City of Chicago, determined that said area as amended should be acquired pursuant to the provisions of Chapter 15.1, and has redesignated said area as Blighted Commercial Area Project South Loop; and

WHEREAS, The Commission desires to obtain the approval by the City Council of its determination to acquire the aforesaid area as amended in accordance with the provisions of Chapter 15.1, and the City Council desires to give such approval, all to the end that the eradication and redevelopment of blighted commercial areas may proceed; now, therefore,

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

SECTION 1. Having been advised that the Commercial District Development Commission found that the area subsequently referred to in Section 2 of this ordinance as Blight Commercial Area Project South Loop is a blighted commercial area and has determined that said area as amended should be acquired pursuant to the provisions of Chapter 15.1, such determination having been evidenced by a Resolution adopted by said Commission, a certified copy of which has been delivered to the City Council, and the City Council having been advised by the Commercial District Development Commission that it desires to acquire said area as amended for redevelopment, the City Council hereby approves said amended determination of the Commercial District Development Commission to acquire the area herein designated as Blighted Commercial Area Project South Loop for redevelopment in accordance with the provisions of Chapter 15.1.

SECTION 2. The area as amended, to be acquired by the Commission, pursuant to the approval of the City Council hereinabove conferred in Section 1 of this ordinance, has been designated as Blighted Commercial Area Project South Loop and is described as follows:

A tract of land consisting of Lots and Blocks or parts thereof and streets and alleys of Ogden's Subdivision of Block 124 of the School Section Addition of Chicago in the East 1/2, Northeast 1/4 of Section 16, Township 39 North, Range 14, and

In the Canal Trustee Subdivision of Block 15 in the Fractional Section 15 Addition to Chicago in Township 39 North, Range 14, East of the Third Principal Meridian, in the City of Chicago, County of Cook, State of Illinois; and

Bounded as follows: beginning at the convergence of the center line of Jackson Boulevard and State Street; thence South along the center line of State Street to the center line of East Balbo Avenue; thence East along the center line of East Balbo Avenue to the center line of South Holden Court; thence South along the center line of South Holden Court to the center line of East 8th Street; thence West along the center line of East 8th Street to the center line of State Street; thence North along the center line of State Street to the center line of Polk Street; thence West along the center line of Polk Street to the center line of Clark Street; thence North along the center line of Clark Street to the North line extended West of Lot 12 in Block 124 of Ogden's Subdivision of Block 124 of the School Section Addition of Chicago; thence East along said North line and its extension to the center line of the alley next East of and parallel to Clark Street; thence South along said center line to the center line of Harrison Street; thence East along said center line of the center line of Federal Street; thence North along the center line of Federal Street to the center line of Congress Parkway; thence East along the center line of Congress Parkway to the center line of Plymouth Court; thence North along the center line of Plymouth Court to the center line of Jackson Boulevard; thence East along the center line of Jackson Boulevard to the point of beginning, all as shown on the map attached hereto and made a part thereof.

SECTION 3. This ordinance shall be effective immediately upon its passage.

Confirmation of Termination of Contract for Sale and Redevelopment of Certain Land in Blighted Commercial Area North Loop and Reaffirmation of Authority to Acquire Project Property.

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, January 17, 1983.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on January 7, 1983) to confirm the termination of a contract for the sale and redevelopment of specified land in Blighted Commercial Area North Loop and reaffirmation of authority to acquire said specified land, approved by the Commercial District Development Commission begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City Council by ordinance adopted September 26, 1979, both approved the sale of certain land in Blighted Commercial Area North Loop identified as the State-Wacker and Dearborn-Wacker area to Hilton Hotels Corporation and also authorized the acquisition of property within Blighted Commercial Area North Loop; and

WHEREAS, Pursuant to that approval, a Contract for the Sale and Redevelopment of Land between the City of Chicago and Hilton Hotels Corporation was executed on May 21, 1980; and

WHEREAS, The Hilton Hotels Corporation has terminated said contract pursuant to provisions thereof; and

WHEREAS, The City Council by ordinance adopted March 28, 1979 approved the designation of Blighted Commercial Area North Loop, said project area being legally described as follows:

A tract of Land consisting of Lots and Blocks or parts thereof and streets and alleys of Block 16, 17, 18, 35, 36, 37 and 58 in Assessor's Division of Original Town of Chicago in the East part of the S.E. 1/4 of Section 9 Township 39 North Range 14 and part of Blocks 8 and 9.

In Fort Dearborn Addition to Chicago in the S.W. fractional 1/4 of Section 10, Township 39 North Range 14 in the City of Chicago, County of Cook, State of Illinois and;

Bounded as follows: Beginning at the convergence of the Center Lines of Lake and LaSalle Streets; thence North along the Center Line of LaSalle Street to the Center Line extended West of the East-West alley next North of Lake Street; thence East along said line to the Center line of Clark Street; thence North along said Center Line to the Center Line of Wacker

Drive; thence East along the Center Line of Wacker Drive to the Center Line of State Street; thence South along said Center Line to the Center Line as extended West to Haddock Place; thence East along said line to the East line of Lot 28 extended North of Block 8 in Fort Dearborn Addition to Chicago as aforesaid; thence South along said line and the East line of Lot 28 as aforesaid extended South of the Center Line of Lake Street; thence East along the Center Line of Lake Street to the East line of Lot 10 extended North of Block 9 in Fort Dearborn Addition to Chicago as aforesaid; thence South along said line and the East line of Lot 10 as aforesaid extended South to the Center Line of Benton Place; thence West along said Center Line to the East line of Lot 22 extended North in Block 9 as aforesaid; thence South along the East line of Lot 22 as extended North and South along the East line of Lot 22 extended South to the Center Line of Randolph Street; thence West along the Center Line of Randolph Street to the Center Line of State Street; thence South along the Center Line of State Street to the South line extended East of Lot 1 of Assessor Resubdivision of Lots one to five in Block 58 in Assessor's Division of Original Town of Chicago as aforesaid; thence West along said extended line and the South line of said Lot one to the West line of said Lot one; thence North along said West line of Lot 1 and its extension to the Center Line of Washington Street; thence west along said Center Line to the Center Line of Dearborn Street; thence North along said Center Line to the Center Line of Randolph Street; thence West along said Center Line to the Center Line of Clark Street; thence North along said Center Line to the Center Line of Lake Street; thence West along said Center Line to the place of beginning; and

WHEREAS, The acquisition of property within Blighted Commercial Area North Loop continues to be necessary to fulfill the purpose of the project, namely, the clearance, redevelopment and rehabilitation of property within the project; now, therefore,

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

SECTION 1. The termination of the Contract for Sale and Redevelopment of Land between Hilton Hotels Corporation and the City of Chicago dated May 21, 1980 is hereby acknowledged and confirmed.

SECTION 2. The acquisition of property within Blighted Commercial Area North Loop continues to be necessary to fulfill the purpose of the project, namely, the clearance, redevelopment and rehabilitation of property within the project and the authority granted to the Corporation Counsel to acquire said property is hereby reaffirmed.

SECTION 3. This ordinance shall be effective immediately upon its passage.

Approval Given to Sale of Parcel 1 in Urban Renewal Redevelopment Project 41st-S. Dr. Martin Luther King, Jr. Drive to Peoples Co-Op for Housing, Phase IV.

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, January 17, 1983.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor, (which was referred on September 15, 1982) to approve the sale of Parcel 1 in Urban Renewal Redevelopment Project 41st-S. Dr. Martin Luther King, Jr. Drive to Peoples Co-Op for Housing, Phase IV, approved by the Department of Urban Renewal by Resolution No. 82-DUR-92, adopted by the Department on September 14, 1982, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Redevelopment Project 41st - S. Dr. Martin Luther King, Jr. Drive, heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land as listed below and as set forth in Resolution No. 82-DUR-92 adopted by the Department on September 14, 1982, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Redevelopment Project 41st - S. Dr. Martin Luther King, Jr. Drive, is hereby approved as follows:

Purchaser	*Parcel*	*Square Feet*	*Sq. Ft. Price*	*Total Price*
Peoples Co-op for Housing, Phase IV	1	344,721.2	$1.20	$413,665.44

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. This ordinance shall be effective upon its passage and approval.

Action Deferred--ON PROPOSED ORDINANCE TO APPROVE REVISED REDEVELOPMENT PLAN FOR BLIGHTED COMMERCIAL AREA PROJECT SOUTH LOOP.

The Committee on Housing, City and Community Development submitted the following report which was, on motion of Alderman Gabinski and Alderman Hagopian, *Deferred* and ordered published:

CHICAGO, January 17, 1983.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on January 7, 1983) to approve the Revised Redevelopment Plan for Blighted Commercial Area Project South Loop, approved by the Commercial District Development Commission by Resolution No. 83-CDDC-5, adopted by the Commission on January 4, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

Whereas, The City Council of the City of Chicago approved a Redevelopment Plan for Blighted Commercial Area Project South Loop on September 13, 1978, and subsequent thereto approved Revision No. 1 to that Plan; and

Whereas, The City Council has received from the Commercial District Development Commission a Revised Redevelopment Plan for Blighted Commercial Area Project South Loop, consisting of six (6) pages and two (2) exhibits; and

Whereas, The Commercial District Development Commission approved the Revised Redevelopment Plan by resolution on January 4, 1983;

Whereas, This Body has reviewed said Revised Redevelopment Plan and finds said Plan is in accord with modern principles of urban planning and with general recommendations of the Chicago Plan Commission for the redevelopment of the area and now desires to evidence its approval of said Revised Plan; now, therefore,

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

Section 1. The Revised Redevelopment Plan for Blighted Commercial Area Project South Loop dated January, 1983 incorporated herein by reference, is hereby approved.

Section 2. This ordinance shall be effective immediately upon passage thereof.

Action Deferred--ON PROPOSED ORDINANCE TO APPROVE SALE OF BLOCK 16 IN BLIGHTED COMMERCIAL AREA PROJECT NORTH LOOP.

The Committee on Housing, City and Community Development submitted the following report, which was, on motion of Alderman Bloom and Alderman Orr, *Deferred* and ordered published:

CHICAGO, January 17, 1983.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on January 7, 1983) to approve the sale of Block 16 in Blighted Commercial

Area Project North Loop, approved by the Commercial District Development Commission by Resolution No. 83-CDDC-6, adopted by the Commission on January 4, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

Whereas, The Commercial District Development Commission by Resolution adopted March 20, 1979 and the City Council by ordinance adopted March 28, 1979, designated the North Loop a Blighted Commercial Area; and

Whereas, An Amended Redevelopment Plan for said project was approved by the Commercial District Development Commission on October 12, 1982 and by City Council Ordinance adopted October 27, 1982; and

Whereas, The *North Loop Guidelines for Conservation and Redevelopment* as the framework within which overall North Loop improvements would evolve was approved by the City Council on October 22, 1981; and

Whereas, A revised version of the *Guidelines* was approved by the Commercial District Development Commission on October 12, 1982, by the Chicago Plan Commission on October 14, 1982, and by City Council Ordinance adopted October 27, 1982; and

Whereas, Pursuant thereto the Commercial District Development Commission on November 1, 1982, issued documents announcing the availability of Block 16 in Blighted Commercial Area North Loop, bounded by Wacker Drive, State Street, Lake Street and Dearborn Street, for specified redevelopment purposes, requiring the development of a hotel and retail facilities and permitting but not requiring office and residential uses; and

Whereas, In response to those documents and that announcement, one development proposal with accompanying bid and required bid deposit, was submitted by the 10:00 A.M., December 7, 1982 deadline; and

Whereas, That proposal and offer was analyzed by the staff of the Department of Planning and by the North Loop Evaluation Committee appointed by the Commission; and

Whereas, The documents submitted by the bidder were made available to the general public for review; and

Whereas, On January 4, 1983, the Commercial District Development Commission accepted by Resolution 83-CDDC-6 the proposal for the redevelopment of Block 16 in the North Loop Redevelopment Area including the developer's commitments to develop in accordance with the *North Loop Guidelines,* to make the required Developer Contributions (estimated to be $1,580,000), and to increase the purchase price for Block 16 given favorable financing arrangements, as submitted by LIBRA Partners/Americana Hotels Venture and the bid in the amount of $10,000,000 on December 7, 1982; and

Whereas, The City Council has considered the proposal and bid of the LIBRA Partners/Americana Hotels Venture and the approval thereof of the Commercial District Development Commission and finds the proposal and bid to be satisfactory; now, therefore,

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

Section 1. Upon due acquisition of the parcels comprising the tract bounded as follows:

North Loop Redevelopment Area- Block 16, Wacker Drive on the north, Lake Street on the south, State Street on the east, Dearborn Street on the west

The City Council of the City of Chicago authorizes and approves the sale of the land proposed by the Commission to LIBRA Partners/Americana Hotels Venture for redevelopment in accordance with the uses set forth in the bid offering as follows:

Area	*Total Price*
Block 16: Wacker, State Lake, Dearborn	$10,000,000.00

The appropriate site area is 100,692.6 square feet, and the approximate unit price therefore is $99.31 per square foot. Further the total price may be increased to a maximum of $15,000,000 in accordance with the provisions of the Redevelopment Agreement.

Section 2. The Mayor is authorized to execute and the City Clerk to attest to a Redevelopment Agreement in the form of a contract with LIBRA Partners/Americana Hotels Venture substantially in the form attached hereto for the sale and redevelopment of said tract.

Section 3. This ordinance shall be effective immediately upon its passage and approval.

COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

S. Trumbull Av. Vacated Between W. Van Buren St. and W. Congress Pkwy. Etc.

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, January 18, 1983.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an ordinance passed on March 31, 1981, (C.J. p. 5864) and of an opinion dated January 18, 1983 for Evangelical Hospital Association for the vacation of part of public streets described as all that part of S. Trumbull Avenue lying between the south line of W. Van Buren Street, as opened, and the north line of W. Congress Parkway, etc. (28th Ward).

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of S. Trumbull Avenue lying west of the west line of Lots 40, 41, 44, 45, 48, 49, 52, 53, 54, 55, 56, and 57; lying east of the east line of Lots 100, 103, 104, 107, 108, 111, 112, 115, 116, 119, 120, and 123 in Ann Rawson's Subdivision of Lots 11, 12, and 13 of Bradley and Honore's Subdivision of the W. 1/2, N. E. 1/4 in Section 14, Township 39 North, Range 13 East of the Third Principal Meridian; lying south of the south line of W. Van Buren Street as opened by Order of Possession by the Circuit Court, October 25, 1892, General No. 74197, and described as the south line of the north 19 feet of Lot 40, extended west, and the south line of the north 19 feet of Lot 123, extended east, in Ann Rawson's Subdivision aforementioned, lying north of the north line of W. Congress Parkway, as opened, by Order of Possession by the Circuit Court, December 1, 1894, General No. 88851, and described as the north line of the south 14.75 feet of Lot 57, extended west, and the north line of the south 14.75 feet of Lot 100, extended east, in Ann Rawson's Subdivision aforementioned, said part of public street herein vacated being further described as all that part of S. Trumbull Avenue lying between the south line of W. Van Buren Street, as opened, and the north line of W. Congress Parkway, as opened, as colored in red and indicated by the words "to be vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Evangelical Hospital Association, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Fourteen Thousand Four Hundred and no/100 dollars ($14,400.00), which sum in the judgment of this body will be equal to such benefits; the City of Chicago being the owner of the remaining property abutting said part of public street hereby vacated.

SECTION 3. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the Department of Housing, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented by Wards, in Order, Beginning with the Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

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1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred-- PROPOSED ORDINANCE TO ESTABLISH LOADING ZONE AT NO. 4318 W. LAWRENCE AV.

Alderman Laurino (39th Ward) presented a proposed ordinance to establish a loading zone at No. 4318 W. Lawrence Avenue (north side) between the hours of 8:00 A.M. and 6:00 P.M. on Monday thru Saturday; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	*Location and Distance*
Evans (4th Ward)	S. Drexel Avenue, at No. 4816 (except for handicapped);
Stemberk (22nd for the 23rd Ward)	S. Leamington Avenue, at No. 5204 (except for handicapped);
Marzullo (25th Ward)	W. 23rd Street (north side) from a point 105 feet west of S. Wolcott Street to a point 125 feet west thereof;
Nardulli (26th Ward)	W. Erie Street, at No. 1842 (except for handicapped);
Rittenberg (40th Ward)	N. California Avenue (west side), at No. 4232;
	N. Ravenswood Avenue (east side) from W. Peterson Avenue to W. Thorndale Avenue;

Clewis (45th Ward)	W. Dakin Street, at No. 5152 (except for handicapped).

Referred--PROPOSED ORDINANCE TO ESTABLISH RESIDENT PERMIT PARKING ZONE 7 FOR VEHICLES DURING SPECIFIED HOURS ON PORTION OF W. 56th ST.

Alderman Stemberk (22nd Ward for the 23rd Ward) presented a proposed ordinance to establish a resident permit parking zone 7 at W. 56th Street (north side) between S. Mobile Avenue and S. Mulligan Avenue from 8:00 A.M. to 5:00 P.M. on Monday thru Friday; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDINANCE TO IMPOSE SPEED LIMIT FOR VEHICLES ON PORTION OF N. CALIFORNIA AV.

Alderman Rittenberg (40th Ward) presented a proposed ordinance to limit the speed of vehicles on N. California Avenue from W. Cullom Avenue to W. Montrose Avenue to fifteen miles per hour; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDERS FOR INSTALLATION OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	*Location and Type of Sign*
Shaw (9th Ward)	E. 105th Street and S. Corliss Avenue, stopping east and west traffic -- "Stop";
	S. State and 125th Streets, stopping north and south traffic -- "Stop";
Huels (11th Ward)	W. 33rd Street at S. Wood, east and westbound -- "Stop";
Stemberk (22nd for the 23rd Ward)	N. Moody Avenue at W. 54th Street, north and southbound -- "Stop";
Nardulli (26th Ward)	W. Ohio and N. Ada Streets (stop sign in effect for Ada Street one-way/southerly) -- "3-Way Stop";
	W. Ohio and N. Noble Streets -- "4-Way Stop";
Rittenberg (40th Ward)	N. Washtenaw and W. Lawrence Avenues -- "4-Way Stop".

Referred--PROPOSED ORDER TO INSTALL YELLOW CROSSWALK ON PORTION OF N. CALIFORNIA AV.

Alderman Rittenberg (40th Ward) presented a proposed order for the installation of a yellow crosswalk at No. 4232 N. California Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

2. ZONING ORDINANCE AMENDMENT.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area, which was *Referred to the Committee on Buildings and Zoning*, as follows:

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 13-H bounded by

the alley next north of W. Winnemac Avenue; a line 121 feet 7-1/4 inches east of N. Ravenswood Avenue; W. Winnemac Avenue; N. Ravenswood Avenue.

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3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively for the claimants named, which were *Referred to the Committee on Finance*, as follows:

Alderman	*Claimant*
Evans (4th Ward)	Mr. R. Drain
Sheahan (19th Ward)	Richard M. Boyle
Farina (36th Ward)	Mrs. Grace Ciezadlo
Oberman (43rd Ward)	Miss Grace Eberhard.

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4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Drafting of Ordinance Directed for Vacation of Portion of S. Carpenter St.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of S. Carpenter Street between W. Van Buren Street and W. Tilden Street for Reliable Corporation (No. 17-1-83-821); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Roti, the foregoing proposed order was *Passed*.

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to the Chicago Executive House, an Illinois corporation, to maintain and use as now constructed, a platform with risers which is used in

connection with a main building entrance, adjacent to the premises commonly known as No. 71 E. Wacker Drive.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Referred--PROPOSED ORDINANCE TO AMEND SPECIFIED GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance to amend the ordinance previously passed by the City Council on December 15, 1982, C.J.P. p. 14220, by striking out of Section 1 "Fremar Management Company" and inserting in lieu thereof "Arthur N. Bailey and James R. Loomis" in reference to granting permission and authority to maintain and use conduits adjacent to the premises at No. 14 E. Jackson Boulevard.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Referred--PROPOSED ORDINANCES TO ESTABLISH SPECIFIED TAXICAB STANDS ON PORTIONS OF SPECIFIED STREETS.

Also four proposed ordinances to establish taxicab stands on portions of specified streets, which were *Referred to the Committee in Local Transportation,* as follows:

Taxicab Stand No.	*Public Way*
527	E. Lake Street, along the north curb, from a point 20 feet west of the west building line of N. Stetson Avenue to a point 145 feet west thereof -- 6 taxicabs;
528	S. Sherman Street, between W. Van Buren Street and W. Congress Parkway, beginning at a point 94 feet north of the north curb of W. Congress Parkway to a point 115 feet north thereof -- 5 taxicabs;
529	W. Van Buren Street, along the north curb, from a point 20 feet east of the east building line of S. Sherman Street to a point 40 feet east thereof -- 2 taxicabs;
530	W. Van Buren Street, along the north curb, from a point 108 feet east of the east building line of S. Sherman Street to a point 40 feet east thereof -- 2 taxicabs;

Referred--PROPOSED ORDINANCES TO REPEAL SPECIFIED TAXICAB STANDS.

Also two proposed ordinances to repeal specified taxicab stands, which were *Referred to the Committee on Local Transportation,* as follows:

Taxicab Stand No.	*Public Way*
395	W. Van Buren Street, along the north curb, from a point 20 feet west of the west property line of S. LaSalle Street to a point 69 feet west thereof -- 3 taxicabs;

498 N. Stetson Avenue, along the east curb, from a point 68 feet south of the south building line of E. Lake Street to a point 119 feet south thereof -- 6 taxicabs.

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN EXISTING CANOPIES.

Also two proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Laura De Seria, No. 1039 W. Taylor Street--one canopy;

Grandma De Leo's, No. 1119 W. Taylor Street--two canopies.

Presented by

ALDERMAN BLOOM (5th Ward):

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 26 OF MUNICIPAL CODE CONCERNING ADDITION OF NEW SECTION 27 REGARDING DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES.

A proposed ordinance to amend Chapter 26 of the Municipal Code of the City of Chicago by adding a new section, to be known as Section 27, which authorizes the Department of Purchases, Contracts and Supplies to consider Chicago bidders for specified purchase contracts, etc.--*Referred to the Committee on Economic Development.*

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to the University of Chicago, an Illinois not-for-profit corporation, to maintain and use as now constructed a network of steam tunnels under and across various City right of ways used for the purpose of supplying steam for heating throughout the University of Chicago campus.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERWOMAN HUMES (8th Ward):

Commendations Extended to Alice Tregay for Outstanding Civic, Social and Humanitarian Activities.

A proposed resolution reading as follows:

WHEREAS, Alice Tregay is presently and has been since 1977 the Director and Chief Lobbyist for the Black Illinois Legislative Lobby, lobbying on behalf of community organizations, representing poor and minorities in the State of Illinois; and

WHEREAS, She holds memberships in the Democratic Party of Evanston, Operation PUSH, the League of Black Women, the National Hook-Up of Black Women, the South Shore Organization for Human Rights; and

WHEREAS, She participated with the late Dr. Martin Luther King, Jr., in 1967 during the Open Housing March in Chicago's Gage Park; and

WHEREAS, She was administrative assistant to Reverend Jesse L. Jackson during his presidency of SCLC's Operation Breadbasket's Political Division, which has been carried over to Operation PUSH, and trained some 3,000 political students, many of whom became elected officials; and

WHEREAS, She held the position of Director of Operation PUSH's Community Services Department, which handled an average of 150-200 calls per day; and

WHEREAS, She has planned and conducted Voter Registration Drives in St. Louis, Louisville, Los Angeles, Cleveland, Gary and Chicago; and

WHEREAS, She is a member of the P.T.A. and serves as a volunteer coordinator of 8-15 year old girls' activities at West Chatham Park; now therefore,

Be It Resolved, That the Mayor of the City of Chicago and the Members of the City Council, assembled in meeting this 18th day of January, 1983 do hereby commend Alice Tregay, for her outstanding civic, social and humanitarian activities; and

Be It Further Resolved, That a suitable copy of this Resolution be presented to Alice Tregay.

Alderwoman Humes moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderwoman Humes, the foregoing proposed resolution was *Adopted.*

—

Congratulations Extended to O'Tearle Coleman, Ameachi Onyeali and David Stephen for Their Active Participation in Scouting Activities.

Also a proposed resolution reading as follows:

WHEREAS, O'Tearle Coleman, Ameachi Onyeali, and David Stephen, have fulfilled the requirements to be an Eagel Scout; and

WHEREAS, O'Tearle Coleman, Ameachi Onyeali, and David Stephen are honest, confident and strive for moral excellance; and

WHEREAS, O'Tearle Coleman, Ameachi Onyeali, and David Stephen have deep respect for the ethnic and social relationships in their community; and

WHEREAS, O'Tearle Coleman, Ameachi Onyeali, and David Stephen have demonstrated those qualities on which good citizenship is based; and

WHEREAS, O'Tearle Coleman, Ameachi Onyeali, and David Stephen are alert and informed and utilize their experience to develop younger scouts, thus making good use of their natural intelligence; and

WHEREAS, O'Tearle Coleman, Ameachi Onyeali, and David Stephen accept others as equal in worth and dignity, respecting their right to differing views, while showing compassion for their feelings and needs; and

WHEREAS, O'Tearle Coleman, Ameachi Onyeali, and David Stephen practice self discipline and can adjust to change; and

WHEREAS, O'Tearle Coleman, Ameachi Onyeali, and David Stephen have mastered the following classes; Tenderfoot, 2nd Class, 1st Class, Star and Life, and have acquired over 21 merit badges; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the Members of the City Council, assembled in meeting this 18th day of January, 1983, do hereby honor and salute O'Tearle Coleman, Ameachi Onyeali, and David Stephen for their active participation in these worthwhile and character building pursuits.

Be It Further Resolved, That a suitable copy of this resolution be presented to O' Tearle Coleman, Ameachi Onyeali, and David Stephen.

Alderwoman Humes moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderwoman Humes, the foregoing proposed resolution was *Adopted.*

—

Recognition Extended to Mr. Redd Foxx for Sharing His Gifts with Many People.

Also a proposed resolution reading as follows:

WHEREAS, Redd Foxx is a former resident of the City of Chicago, who attended William W. Carter Elementary School and Jean Baptiste Point DuSable High School; and

WHEREAS, Redd Foxx has been a positive force on the entertainment scene for 47 years; and

WHEREAS, Redd Foxx has utilized his talent by entertaining members of the Armed Forces and civilians around the world; and

WHEREAS, Redd Foxx has given unselfishly of himself by taking his show to prisons and hospitals throughout the country; and

WHEREAS, Redd Foxx was instrumental in resurrecting the show business careers of many of his associates, whose talents were laying dormant; and

WHEREAS, Redd Foxx, because of his drive, initiative and innate ability has developed from a wash-tub bass playing member of a pre-teen musical aggregation, to an internationally acclaimed show business personality; and

WHEREAS, He has never forgotten from whence he came, nor those with whom he came; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the Members of the City Council, assembled in meeting this 18th day of January, 1983 do hereby honor and give due recognition to Redd Foxx for giving the gift of laughter, a precious commodity; and

Be It Further Resolved, That we wish Redd Foxx continued success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Redd Foxx.

Alderwoman Humes moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderwoman Humes, the foregoing proposed resolution was *Adopted.*

Presented by

ALDERMAN HUELS (11th Ward):

Congratulations Extended to Martha M. Carr on Occasion of Her Retirement.

A proposed resolution reading as follows:

WHEREAS, It is a special and high calling to nurture the next generation looked upon with special favor by the Almighty; and

WHEREAS, Martha M. Carr devoted twenty-eight years of faithful, loving service as Lunchroom Manager at Healy Elementary School; and

WHEREAS, Mrs. Carr is known throughout the community as "mother" to thousands of children whom she not only fed but also nourished their minds, taught them consideration for and courtesy to others; and

WHEREAS, Her example of good motherhood and public service is reflected in her four children and fourteen grandchildren; and

WHEREAS, She is retiring with distinction from the Board of Education after thirty years of faithful, loving service to the community and the children; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council duly assembled this 18th day of January, 1982 do hereby congratulate Martha M. Carr and wish her a fulfilling and peaceful retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Carr.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted.*

Presented by

ALDERMAN BURKE (14th Ward):

Tribute to Five Devoted Chicago Law Enforcement Professionals Serving with the Federal Bureau of Investigation.

A proposed resolution reading as follows:

WHEREAS, On December 16, 1982, law enforcement in Chicago lost five devoted professionals in a tragic airplane accident; and

WHEREAS, One of their number was Patrick "Jim" Daly, a retired Chicago police officer who served this City with distinction for thirty-five years, twenty years working as a detective, often with agents of the F.B.I.; and

WHEREAS, Four of the law enforcement whom we mourn were special agents of the F.B.I., men whose professionalism and dedication distinguished them throughout their careers with our nation's respected federal law enforcement agency; and

WHEREAS, Robert W. Connors' career embraced service in the banking profession and business as well as his service to the F.B.I.; and

WHEREAS, Charles L. Ellington served this nation in Vietnam and his service in law enforcement includes more than 10 years on the Atlanta, Georgia police department before he joined the F.B.I.; and

WHEREAS, Michael J. Lynch served the F.B.I. throughout his adult life and completed a tour of duty with the U.S. Air Force; and

WHEREAS, Terry B. Hereford was decorated as a result of service in Vietnam; and

WHEREAS, These men have demonstrated that our youth continues to pursue ideals of this republic of law, order and justice; and

WHEREAS, They are survived by young children and loving wives and families; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 18th day of January, 1983, do hereby extend their sympathy to the families of these fine men; and proclaim a day of mourning during memorial services which have been arranged for January 26, 1983, at Rockefeller Chapel, University of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the families of these five departed men.

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted,* by a rising vote.

Presented by

ALDERMAN BURKE (14th Ward) and ALDERWOMAN HUMES (8th Ward):

People's Gas Company Urged to Reinstitute Gas Service at No. 8119 S. Euclid Av.

Also a proposed order reading as follows:

WHEREAS, The City of Chicago is a Home Rule unit under the 1970 Illinois Constitution; and

WHEREAS, The corporate authorities of the City of Chicago have broad powers under the Home Rule authority granted in the said Constitution to protect the health, safety and welfare of the people of the City of Chicago; and

WHEREAS, The People's Gas Company is the sole supplier of natural gas for heat within the corporate limits of the City of Chicago; and

WHEREAS, The original grant of authority for the use of the City's streets and alleys adopted by the Common Council of the City of Chicago on August 30, 1858 provides that the said People's Gas, Light and Coke Company shall be subject at all times to the resolutions and ordinances of the Common Council; and

WHEREAS, The rules and regulations of the Illinois Commerce Commission prohibit the shut-off of gas for heat during the winter months; and

WHEREAS, Certain agents of the People's Gas Company have caused the gas service located at No. 8119 South Euclid Avenue in the City of Chicago, to be terminated as of January 15, 1983; and

WHEREAS, The health, safety and welfare of the residents of the building located at the aforesaid address are serverly threatened; and

WHEREAS, An emergency exists with respect to the reinstitution of gas at the aforesaid location; now, therefore,

Be It Ordered,

1. That Eugene Tracy, President of the People's Gas Company and his agents are hereby ordered to reinstitute the gas service at No. 8119 S. Euclid Avenue in the City of Chicago;

2. That the Superintendent of Police is hereby directed to serve upon the said Eugene Tracy a copy of this order forthwith;

3. That the Commissioner of Streets and Sanitation is directed to take whatever actions are necessary to cause a reinstitution of gas service at No. 8119 S. Euclid Avenue in the City of Chicago;

4. That the Corporation Counsel is hereby directed to take whatever legal actions are necessary to enforce the authority of the City of Chicago to carry out this order.

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed.*

On motion of Alderman Burke, the foregoing proposed order was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

Presented by

ALDERMAN STREETER (17th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building at No. 8014 S. Normal Avenue (property owned by the Pleasant Hill Baptist Church, 7950 S. Normal Avenue, phone 994-4227), is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at No. 8014 S. Normal Avenue (property owned by the Pleasant Hill Baptist Church, 7950 S. Normal Avenue, phone 994-4227), is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Streeter, the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

Presented by

ALDERMAN KELLEY (20th Ward) and ALDERMAN BERTRAND (7th Ward):

President Reagan and U.S. Congress Urged to Assist Ethiopian Jews in Their Freedom, Rescue and Resettlement.

A proposed resolution reading as follows:

WHEREAS, The Ethiopian Jews are amongst the oldest continuous Jewish communities in existence, their history extending back for 3,000 years; and

WHEREAS, From heights of power and influence in that African country, they were finally defeated in battle and have experienced only poverty, landlessness, political impotency, religious persecution and discrimination ever since; and

WHEREAS, Once numbering nearly one million persons, their present census has been radically reduced to only 20,000, of which several thousands are suffering bitterly as helpless refugees in another country in the Horn of Africa; and

WHEREAS, For centuries they have prayed daily that they might be able to live in peace and security amongst their kinsmen in other lands; and

WHEREAS, The United States has always been a haven for the persecuted and downtrodden of other countries, immigrants who have contributed significantly to the development of this great land; and

WHEREAS, This ancient group is in danger of actual physical extinction unless immediate assistance is forthcoming from a generous and powerful country like the United States; now, therefore,

Be It Resolved, By the Mayor and Members of the Chicago City Council in meeting assembled this 18th day of January 1983, A.D., that we do hereby urge President Reagan and Congress to take all steps necessary to assist the Ethiopian Jews and to use all available resources to make the freedom, rescue and resettlement of these people possible; and

Be It Further Resolved, That a suitable copy of this Resolution be prepared and presented to President Reagan and the Illinois Congressional Delegation.

Alderman Kelley moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Kelley, the foregoing proposed resolution was *Adopted,* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--Aldermen Pucinski, Stone--2.

Alderman Natarus moved to *Reconsider* the foregoing resolution. The motion was *Lost* by yeas and and nays as follows:

Yeas--Aldermen Vrdolyak, Pucinski, Natarus, Stone--4.

Nays--Aldermen Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Shaw, Huels, Majerczyk, Burke, Barden, Sheahan, Kelley, Stemberk, Marzullo, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Marcin, Damato, Laurino, Oberman, Merlo, Clewis, Schulter, Volini, Orr--30.

Presented by

ALDERMAN MARZULLO (25th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 2825 W. Polk Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at No. 2825 W. Polk Street is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Marzullo, the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

Presented by

ALDERMAN RAY (27th Ward):

Drafting of Ordinance Directed for Vacation of Specified Public Alleys.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east-west 20-foot public alley; also, the first north-south 24-foot public alley west of S. Loomis Street, together with the second east-west 12-foot public alley north of W. Monroe

Street running west from S. Loomis Street and providing for the opening of a north-south 20-foot public alley running south to W. Monroe Street from the west terminus of the first east-west 12-foot public alley north of W. Monroe Street, all in the block bounded by W. Madison Street, W. Monroe Street, S. Laflin Street and S. Loomis Street for the Department of Housing (No. 17-27-83-819); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Ray the foregoing proposed order was *Passed.*

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Exchange National Bank, U/T No. 37812-5, to maintain and use an existing canopy attached to the building or structure located at No. 2004 N. Western Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN MARCIN (35th Ward):

March 6-12, 1983 Declared "Sudden Infant Death Syndrome Awareness Week".

A proposed resolution reading as follows:

WHEREAS, Sudden Infant Death Syndrome (SIDS) is the Number 1 killer of infants between 1 and 12 months of age; and

WHEREAS, Over 2,000 Chicagoland infants have been the victims of Sudden Infant Death Syndrome since 1975; and

WHEREAS, Sudden Infant Death Syndrome is at least as old as the Old Testament; and

WHEREAS, Sudden Infant Death Syndrome is totally undetectable and unpreventable; and

WHEREAS, Babies of every race, creed, gender and nationality are victims of Sudden Infant Death Syndrome; and

WHEREAS, Medical science has no known cause or causes of Sudden Infant Death Syndrome; and

WHEREAS, Medical science has no cure for Sudden Infant Death Syndrome; now, therefore,

Be It Resolved, That the week of March 6th through March 12th be declared Sudden Infant Death Syndrome Awareness Week; and

Be It Further Resolved, That the City Council of the City of Chicago memorializes medical science to increase its research; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the SIDS Center-Loyola University Medical Center.

Alderman Marcin moved to *Suspend the Rules Temporarily,* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Marcin the foregoing proposed resolution was *Adopted.*

Presented by

ALDERMAN RITTENBERG (40th Ward):

Referred--PROPOSED ORDER TO MEMORIALIZE C.T.A. TO ESTABLISH BUS STOP AT SPECIFIED LOCATIONS.

A proposed order to memorialize the Chicago Transit Authority to establish a bus stop of the southeast corner of W. Peterson and N. Ravenswood Avenues.--*Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN PUCINSKI (41st Ward):

Referred--PROPOSED ORDINANCE TO AMEND BUS STAND HOURS ON PORTION OF N. AVONDALE AV.

A proposed ordinance to establish a bus stand on N. Avondale Avenue (east curb) from 6:00 A.M. to 7:00 P.M. (instead of from 6:00 A.M. to 10:00 A.M.).--*Referred to the Committee on Local Transportation.*

Referred--PROPOSED ORDINANCE TO ESTABLISH MOTORBUS ROUTES ON PORTION OF SPECIFIED STREETS, ETC.

Also a proposed ordinance to install, maintain and operate a motorbus route on specified streets, which was *Referred to the Committee on Local Transportation,* as follows:

W. Lawrence Avenue between N. East River Road and N. Cumberland Avenue;

N. East River Road between W. Montrose Avenue and W. Bryn Mawr Avenue;

W. Bryn Mawr Avenue between N. Delphia Avenue and N. East River Road;

W. Montrose Avenue between N. Cumberland Avenue and N. East River Road.

Presented by

ALDERMAN NATARUS (42nd Ward):

Congratulations Extended Irv (Kup) Kupcinet on Occasion of Fortieth Anniversary of "Kup's Column."

A proposed resolution reading as follows:

WHEREAS, Irv (Kup) Kupcinet will celebrate on January 17, 1983, the fortieth anniversary of his famous "Kup's Column"; and

WHEREAS, His friends and colleagues celebrated this gala anniversary by feting Kup at a banquet in his honor at the Hyatt Regency Hotel; and

WHEREAS, Kup, a product of Chicago's West Side, began his career as a journalist in 1935 after an outstanding career as a collegiate quarterback, having played on the 1935 College All Star Football Team; and

WHEREAS, Kup's Column is currently distributed through the Field News Service to more than one hundred newspapers throughout the nation and has received a number of journalism awards; and

WHEREAS, During the past forty years Kup has written approximately twelve thousand columns, meeting a daily deadline and has practiced the highest standards of professionalism, integrity, and honesty in the practice of his craft, to-wit; Kup is noted for writing the truth; and

WHEREAS, Kup's TV Show featuring the lively art of conversation, which began in 1959, is one of the most honored and durable talk shows on TV and won many awards, including the Peabody Award and a record of fifteen Emmys; and

WHEREAS, Kup, despite his success, has never forgotten his humble beginnings and has remained sensitive to the cause of the needy and less fortunate, having founded thirty-eight years ago the Purple Heart Cruise, a day-long boat ride for hospitalized veterans of America's Armed Services, and having worked unselfishly on behalf of Israel Bonds, Weizmann Institute of Science, Jewish National Forest, Variety Club, Little City and Shimer College; and

WHEREAS, Kup has become a Chicago legend having risen to prominence as an athlete, author, syndicated columnist, radio commentator, TV personality, National Football League official, and tireless worker on behalf of charities, yet never forgetting nor neglecting his responsibilities toward his beloved wife, Essee, and his family; and

WHEREAS, Irv (Kup) Kupcinet, as Chicago's premier columnist, truly is "Mr. Chicago"; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council of the City of Chicago, in meeting assembled this 18th day of January, A.D., 1983, do hereby congratulate and give honor and due recognition to Irv (Kup) Kupcinet on the fortieth anniversary of "Kup's Column" and his many other achievements, among them being Chicago's premier columnist, and wish him "Godspeed" and many years of continuous success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presention to Irv (Kup) Kupcinet.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Natarus, seconded by Aldermen Pucinski, Frost, Marcin, Hagopian and all the members of the City Council, the foregoing proposed resolution was *Adopted.*

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to Dick Goodman, d/b/a Andy's Lounge, to install, maintain and use a ventilation duct, to be held over the public alley in the rear of his property located at No. 11 E. Hubbard Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Referred--PROPOSED ORDER FOR PERMIT TO ERECT SIGN/SIGNBOARD AT SPECIFIED LOCATION.

Also a proposed order for issuance of a sign permit to GRC Structures, Inc., No. 600 N. Kingsbury Street (c/o Salon) for the erection of a sign/signboard at No. 600 N. Kingsbury Street (Timber Industries, Inc.).--*Referred to the Committee on Buildings and Zoning.*

Presented by

ALDERMAN OBERMAN (43rd Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Svithiod Singing Club to maintain and use an existing canopy attached to the building or structure located at No. 624 W. Wrightwood Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN MERLO (44th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPIES.

A proposed order for issuance of a permit to Golden Nugget Pancake House to maintain and use two existing canopies attached to the building or structure located at No. 2971 N. Lincoln Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Howard M. Paterson to maintain and use an existing canopy attached to the building or structure located at No. 2118 W. Lawrence Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN ORR (49th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Edward Vidmar/The Cabinet (Project 1999) to maintain and use an existing canopy attached to the building or structure located at No. 6544 N. Sheridan Road.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN STONE (50th Ward):

Tribute to Late Jerome Huppert.

A proposed resolution reading as follows:

WHEREAS, The Lord in His infinite wisdom called Jerome Huppert to his eternal rest on January 9, 1983; and

WHEREAS, For more than fifty years Jerome Huppert had devoted his life to public service in many capacities and will be sorely missed by all the people of the City of Chicago; and

WHEREAS, Jerome Huppert was an outstanding athlete at Loyola University and graduated during the great depression and commenced his career in the Chicago Park District as an Assistant Cashier and in 1945 became the Alderman of the 50th Ward and on the completion of his term returned to the Chicago Park District and rose to the position of Secretary of the District. In 1955 Jerome Huppert became the leader of the 50th Ward Regular Democratic Organization as its Ward Committeeman and retained that position for twenty-five years until he retired in 1980. In 1960 Jerome Huppert became a Cook County Commissioner and served in that capacity until his retirement on December 6, 1982, and served with distinction as Chairman of the Finance Committee for twelve years; and

WHEREAS, A lifelong resident of the North Town Community, who married and raised his family within the community, always with respect and the love of his neighbors and friends; and

WHEREAS, His distinguished career has been the inspiration and model for those public servants he guided into public service, among whom are Sheriff Richard J. Elrod, State Senators Howard W. Carroll and Arthur L. Berman and Alderman Bernard L. Stone; now, therefore,

Be It Resolved, That we the Mayor and Members of the City Council of the City of Chicago gathered here this 18th day of January, 1983, do hereby honor the memory of a former member, a great public servant, a dedicated leader of the Democratic Party of Cook County, outstanding County Commissioner, and wonderful neighbor and friend; and

Be It Further Resolved, That a suitable copy of this resolution be presented to his widow, Grace and daughters, Joanne Heithoff, Judy Francis, Janet Royce and Jennifer Rielly.

Alderman Stone moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Stone, the foregoing proposed resolution was *Adopted,* by a rising vote.

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5. FREE PERMITS LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:

Free Permits:

BY ALDERMAN STREETER (17th Ward):

Pleasant Hill Baptist Church, No. 7950 S. Normal Avenue -- for the demolition of a building at No. 8014 S. Normal Avenue.

BY ALDERMAN RAY (27th Ward):

Fifth City: Chicago, No. 3324 W. Fifth Avenue -- construction of an auto center at No. 212 S. Kedzie Avenue.

License Fee Exemption:

BY ALDERMAN EVANS (4th Ward):

Church Home, No. 5445 S. Ingleside Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN BLOOM (5th Ward):
The University of Chicago, sundry locations -- boiler and fuel burning equipment and building inspections (3).

BY ALDERMAN HUELS (11th Ward):
Guardian Angel Day Nursery, No. 4600 S. McDowell Avenue -- elevator inspection.

BY ALDERMAN RAY (27th Ward):
Chase House Inc., sundry locations -- elevator and mechanical ventilation inspections (2).

Chicago Youth Centers, No. 611 W. Adams Street -- elevator inspection.

BY ALDERMAN FARINA (36th Ward):
The Salvation Army, No. 7225 W. Belmont Avenue -- mechanical ventilation inspection.

BY ALDERMAN DAMATO (37th Ward):
Saint Anne's Hospital, sundry locations -- building inspections.

BY ALDERMAN LAURINO (39th Ward):
Booth Memorial Hospital, No. 5040 N. Pulaski Road -- elevator and refrigeration inspections (2).

BY ALDERMAN RITTENBERG (40th Ward):
Edgewater Hospital, No. 5700 N. Ashland Avenue -- building inspection.

BY ALDERMAN PUCINSKI (41st Ward):
Norwood Park Home, No. 6016 N. Nina Avenue -- mechanical ventilation inspection.

Resurrection Hospital, No. 7435 W. Talcott Avenue -- building inspection.

BY ALDERMAN MERLO (44th Ward):
St. Alphonsus Church, No. 1429 W. Wellington Avenue -- boiler and fuel burning inspections (2).

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (January 7, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Friday, January 7, 1983, at 10:00 A.M., signed by him as such City Clerk.

Alderwoman Humes moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

NONE.

MISCELLANEOUS BUSINESS.

Motion to Discharge Tabled--ON PROPOSED ORDINANCE CONCERNING CHICAGO LABOR RELATIONS.

Alderman Oberman presented the following motion:

Motion to discharge Committee on Finance from further consideration of the Chicago Labor Relations Ordinance referred to the Committee on Finance on January 21, 1980, pp. 2208 and 2209 of the Journal of the City Council Proceedings.

Alderman Barnett moved to *Lay the Motion on the Table.*

The motion *Prevailed,* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Barden, Kelley, Sherman, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Frost, Marcin, Cullerton, Laurino, Pucinski, Natarus, Merlo, Schulter, Stone--28.

Nays--Aldermen Evans, Bloom, Huels, Sheahan, Stemberk, Davis, Oberman, Clewis, Volini, Orr--10.

Motion to Discharge Tabled--ON PROPOSED ORDINANCE AMENDING CHAPTER 33 SECTION 33-45 OF THE MUNICIPAL CODE CONCERNING SIDEWALK REPAIRS.

Alderman Orr presented the following motion:

Pursuant to Rule 41 of the Rules of Order of the City Council of the City of Chicago, I move to discharge the Committee on Local Industries, Streets and Alleys from giving further consideration to the ordinance introduced May 2, 1979 to amend Chapter 33-45 of the Municipal Code, which would permit the City to make sidewalk repairs in hazardous situations, after notice to owners is not complied with, at which time a bill to owners would be presented, and if payment is not forthcoming, a lien would be placed on the subject property.

Alderman Stone moved to *Lay the Motion on the Table.*

The motion *Prevailed,* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Barden, Kelley, Sherman, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Frost, Marcin, Cullerton, Laurino, Pucinski, Natarus, Merlo, Schulter, Stone--28.

Nays--Aldermen Evans, Bloom, Huels, Sheahan, Stemberk, Davis, Oberman, Clewis, Volini, Orr--10.

Referred--BIDS FOR SALE OF BOARD OF EDUCATION AND CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Anthony N. Fratto, City Comptroller, under date of January 17, 1983, which read as follows:

BOARD OF EDUCATION PROPERTY.

Transmitted herewith two (2) Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property (Board of Education) at Nos. 3301-3359 N. Normandy Avenue, 3300-3358 N. Natoma Avenue 6630-6654 W. School Street and 6631-6657 W. Roscoe Street which was authorized by ordinance passed October 27, 1982, page 13173, Council Journal.

CITY-OWNED PROPERTY.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 3742 W. Chicago Avenue, which as authorized by ordinance passed November 12, 1982, pages 13339 and 13340, Council Journal.

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Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to adverisement for sale of City-owned property at No. 1348 N. Cleveland Avenue, which was authorized by ordinance passed October 27, 1982, pages 13169 and 13170, Council Journal.

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Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 2851 W. Congress Parkway which was authorized by ordinance passed November 12, 1982, page 13340, Council Journal.

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Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 7525 S. Cottage Grove Avenue, which was authorized by ordinance passed October 27, 1982, page 13170, Council Journal.

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Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 3971 S. Langley Avenue, which was authorized by ordinance passed September 15, 1982, page 12158, Council Journal.

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Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 1203 W. Roosevelt Road, which was authorized by ordinance passed October 27, 1982, page 13172, Council Journal.

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Transmitted herewith two (2) Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at No. 3818 W. 13th Street, which was authorized by ordinance passed November 12, 1982, page 13342, Council Journal.

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Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at Nos. 3736-3742 W. 18th Street, which was authorized by ordinance passed October 27, 1982, page 13173, Council Journal.

On motion of Alderman Frost the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Finance.*

The following is a summary of said bids:

BOARD OF EDUCATION PROPERTY.

Nos. 3301-3359 N. Normandy Av./3300-3358 N. Natoma Av./6630-6654 W. School St./6631-6657 W. Roscoe St.

Suburban Construction Co., Inc., 1529 Bourbon Parkway, Streamwood, Illinois 60103; Amount bid $328,000.00, deposit check $32,800.00 (Cashier's check);

Alsted Partnership, c/o Stephen L. Schorsch, 8647 W. Brodman Avenue, Chicago, Illinois 60656: Amount bid $405,000.00, deposit check $40,500.00 (Cashier's check);

CITY-OWNED PROPERTY.

No. 3742 W. Chicago Av.

Robert A. Gaughan, 6724 W. Diversey Avenue, Chicago, Illinois 60635: Amount bid $10,100.00, deposit check $1,010.00 (Cashier's check);

No. 1348 N. Cleveland Av.

M/D Ventures, c/o Allison S. Davis, Davis, Miner, Barnhill & Galland, 14 W. Erie Street, Chicago, Illinois 60610: Amount bid $17,000.00, deposit check $1,700.00 (Cashier's check);

No. 2851 W. Congress Pkwy.

Acenco, Inc., 2850 W. Harrison Street, Chicago, Illinois 60612: Amount bid $2,300.00, deposit check $2,300.00 (Certified check);

No. 7525 S. Cottage Grove Av.

Jerauld A. Coleman, c/o John J. Turner, attorney, 527 S. Wells Street, Chicago, Illinois 60607: Amount bid $1,257.00, deposit check $125.70 (Cashier's check);

No. 3971 S. Langley Av.

South-Central Church of Christ, c/o Melvin R. Shaw, 1418 E. Hyde Park Boulevard, Chicago, Illinois 60615: Amount bid $1,500.00, deposit check $150.00 (Treasurer's check);

No. 1203 W. Roosevelt Rd.

William J. Cassidy Tire & Auto Supply Co., Inc., c/o Leon S. Meyer, 123 W. Madison Street, Chicago, Illinois 60602: Amount bid $3,100.00, deposit check $310.00 (Certified check);

No. 3818 W. 13th St.

Althea J. Strashner, 1253 S. Avers Avenue, Chicago, Illinois 60623: Amount bid $200.00, deposit check $20.00 (Register check);

Drake Kerry, Box 11856, Chicago, Illinois 60611: Amount bid $750.00, deposit check $75.00 (Treasurer's check);

Nos. 3736-3742 W. 18th St.

The Israel of God's Church, The White Horse Army, 3741 W. 18th Street, Chicago, Illinois 60623: Amount bid $3,750.00, deposit check $375.00 (Certified check).

Presence of Visitors Noted.

Honorable Edward R. Vrdolyak, President Pro. Tem., called the Council's attention to the presence of the following visitors:

Fourteen students from De Pauw University, Creencastle, Indiana, accompanied by Professor Robert Sedlack, guests of Alderman Vrdolyak - 10 Ward;

Forty-two students from the Eighth Grade of St. Carthage School (17th Ward), accompanied by Mrs. Smith;

Fifty-nine students from the Senior Class of Prosser Vocational High School (30th Ward), accompanied by Lotti Blumenthal and Johnny Gilbert.

The visitors were warmly welcomed and Honorable Edward R. Vrdolyak, President Pro Tem., invited them to attend future meetings.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Frost thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Tuesday, the eighteenth (18) day of January, 1983, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the twenty-eighth (28) day of January, 1983, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Frost the foregoing proposed ordinance was *Passed,* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

ADJOURNMENT.

Thereupon, Alderman Bertrand moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Friday, January 28, 1983, at 10:00 A.M. in the Council Chamber in the City Hall.

Walter S. Kozubowski

WALTER S. KOZUBOWSKI,
City Clerk.