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COPY

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

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**Regular Meeting—Friday, January 28, 1983**

**at 10:00 A.M.**

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

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## OFFICIAL RECORD.

**JANE M. BYRNE**
**Mayor**

**WALTER S. KOZUBOWSKI**
**City Clerk**

**Attendance at Meeting.**

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

*Absent*--Alderman Gabinski.

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**Call to Order.**

On Friday, January 28, 1983 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, 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, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

Quorum present.

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**Invocation.**

Alderwoman Eloise Barden, 16th Ward, opened the meeting with prayer.

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**Tribute to Late Police Officer Larry J. Vincent.**

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

WHEREAS, In the faithful performance of his avowed duty to "protect and serve" Police Officer Larry J. Vincent was killed in the line of duty on Friday, January 14, 1983; and

WHEREAS, Officer Larry J. Vincent was a lifelong resident of Chicago, having grown up on the Southwest side where he attended Stevenson Elementary School and Bogan High School; and

WHEREAS, Officer Vincent was an aggressive police officer who loved police work and was often the first to arrive at the scene of a crime; and

WHEREAS, Officer Vincent, a policeman for three years was assigned to the tactical unit and led his Wentworth District colleagues in arrests; and

WHEREAS, Larry Vincent chose to be a police officer, like his father, Donald, a 26-year veteran of the Chicago Police Department, his maternal grandfather and his uncle; and

WHEREAS, Larry Vincent was a devoted family man; now, therefore,

*Be It Resolved,* By the Mayor of the City of Chicago and the City Council at a meeting assembled this 28th day of January, 1983 that we do hereby express our sadness at the death of Police Officer Larry J. Vincent and extend our condolences to his beloved wife, Marilyn; sons, Jason and Anthony; his mother and father, his two sisters and other members of his family; and

*Be It Further Resolved,* That a suitable copy of this resolution be prepared and forwarded to the family of Larry J. Vincent.

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 (seconded by Alderman Kellam) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

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## REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

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*Motion to Suspend Rules*--**On Proposed Ordinance to Create New Chapter 187.1 of Municipal Code to be Known as "The Winter Gas Termination and Reconnection Chapter."**

Alderman Frost moved to *Suspend the Rules Temporarily* for the immediate consideration of a proposed ordinance transmitted with the following communication from Honorable Jane M. Byrne, Mayor, concerning the creation of a new Chapter 187.1 of the Municipal Code to be known as "The Winter Gas Termination and Reconnection Chapter."

The motion *Prevailed.*

Honorable Jane M. Byrne, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 28, 1983.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance creating a new Chapter 187.1 of the Municipal Code of the City of Chicago, regulating the termination and reconnection of heating gas during the winter months.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a Home Rule Unit within the meaning of the Illinois Constitution 1970, Article VII, Section 6A; and

WHEREAS, The City of Chicago may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The corporate authorities of the City of Chicago find that the uninterrupted supply of natural gas is essential to the health, safety and welfare of Chicago's citizens, and, in addition thereto, find approximately 94% of the homes and apartments located within the corporate limits of the City of Chicago are heated by means of natural gas; and

WHEREAS, The intent of the corporate authorities of the City of Chicago is to protect and promote the health, safety and welfare of the residents of Chicago, as well as to establish rights and obligations of persons engaging in the business of furnishing or supplying gas for consumption in the City of Chicago; now, therefore,

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

SECTION 1. That the Municipal Code of the City of Chicago be hereby amended by the insertion therein of a new Chapter 187.1, to be known as "Winter Gas Termination and Reconnection," to read in Italics as follows:

*WINTER GAS TERMINATION AND RECONNECTION*

*187.1-1. Definitions. For the purpose of this Chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. The word "shall" is always mandatory and not merely directory.*

*1) "City" means the City of Chicago, Illinois.*

*2) "Company" means the person who engages in the business of furnishing or supplying gas for consumption in the City to any residential consumer.*

*3) "Council" means the City Council of the City of Chicago, Illinois.*

*4) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.*

*187.1-2. Purpose. The purpose of this Chapter is to protect and promote the health, safety and welfare of the residents of the City; and establishes the rights and obligations of the Company and residential consumers concerning the provision and use of gas for heating during the winter months.*

*187.1-3. Termination Ban. Any person engaged in the furnishing or supplying of gas for consumption in the City to any residential consumer shall be prohibited from terminating services or discontinuing the supply of gas to any residential consumer during the calendar months of November, December, January, February and March.*

*Any person engaged in the furnishing or supplying of gas for consumption in the City to any master-metered residential consumer shall be prohibited from terminating services or discontinuing the supply of gas to any master-metered residential building during the months of November, December, January, February and March.*

*187.1-4. Reconnection. Any person engaged in the furnishing or supplying of gas for consumption in the City to any residential consumer shall be required during the calendar months of November, December, January, February and March, to reconnect and reinstitute services or reinstate the supply of gas to those residential consumers who tender 25% of their outstanding gas bill or two hundred dollars, whichever is less, to the company, or any lesser amount agreed upon by the company and the consumer.*

*Any person engaged in the furnishing or supplying of gas for consumption in the City to any master-metered residential consumer shall be required, during the calendar months of November, December, January, February and March, to reconnect and reinstitute services or reinstitute the supply of gas to those master-metered residential buildings whose owner(s) tender 25% of their outstanding gas bill to the company or any lesser amount agreed upon by the company and owner(s) involved.*

*187.1-5. Enforcement. The Law Department of the City may file suit in the name of the City against any person to restrain and prevent any violation of this Chapter.*

*187.1-6. Penalties. Any person who violates, or who impedes the enforcement, of any of the sections of this Chapter shall upon conviction thereof be punished by a fine of not less than $100.00 nor more than $500.00. For purposes of assessing penalties under this section, a separate and distinct offense shall be deemed to have been committed for each and every day on which any person shall be guilty of such violation.*

SECTION 2. Severability. If any section, clause or provision of this ordinance shall be held to be invalid or ineffective for any reason, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION 3. This ordinance shall be effective upon due passage and publication.

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*Referred*--PROPOSED ORDINANCE TO AMEND CHAPTER 193 OF MUNICIPAL CODE CONCERNING MISLABELING OF KOSHER MEAT AND OTHER PRODUCTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 28, 1983.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance amending Chapter 193 of the Municipal Code by prohibiting the mislabeling of kosher meat products or other products subject to Orthodox Jewish dietary restrictions.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred*--PROPOSED ORDINANCE TO AUTHORIZE FILING OF GRANT APPLICATION WITH U. S. DEPT. OF TRANSPORTATION, URBAN MASS TRANSPORTATION ADMINISTRATION FOR COMMUTER RAILROAD VIADUCT REHABILITATION PROGRAM.

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 28, 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 providing for approval to file an application with the United States Department of Transportation Urban Mass Transportation Administration for increased funding for the Commuter Railroad Viaduct Rehabilitation Program, and authorizing the Mayor and Commissioner of the Department of Public Works to enter into and execute on behalf of the City, any agreements pertaining to said application.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred*--PROPOSED ORDINANCE TO AUTHORIZE FILING OF GRANT APPLICATION WITH U. S. DEPT. OF TRANSPORTATION, URBAN MASS TRANSPORTATION ADMINISTRATION FOR LOOP ELEVATED REHABILITATION PROGRAM--DESIGN/ENGINEERING.

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 28, 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 providing for approval to file an application with the United States Department of Transportation Urban Mass Transportation Administration for increased funding for the Loop Elevated Rehabilitation Program--Design/Engineering; and authorizing the Mayor and Commissioner of the Department of Public Works to enter into and execute on behalf of the City, any agreements pertaining to said application.

Your favorable consideration of this ordinance will be appreciated.

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

---

*Referred*--PROPOSED ORDINANCE TO AUTHORIZE FILING OF GRANT APPLICATION WITH U. S. DEPT. OF TRANSPORTATION, URBAN MASS TRANSPORTATION ADMINISTRATION FOR LOOP ELEVATED REHABILITATION PROGRAM-CONSTRUCTION.

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 28, 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 providing for approval to file an application with the United States Department of Transportation Urban Mass Transportation Administration for increased funding for the Loop Elevated Rehabilitation Program--Construction; and authorizing the Mayor and Commissioner of the Department of Public Works to enter into and execute on behalf of the City, any agreements pertaining to said application.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred*--PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF MEMORANDUM OF AGREEMENT BETWEEN CITY AND COBBLE SQUARE DEVELOPMENT, ETC.

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 28, 1983.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance authorizing execution of a Memorandum of Agreement between the City and Cobble Square Development, Inc. giving preliminary approval to the issuance of revenue bonds in the amount of $14,000,000 to finance a project entitled Cobble Square Place.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred*--PROPOSED ORDINANCE TO AMEND CHICAGO ZONING ORDINANCE IN CENTRAL WEST 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 28, 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, acting as Chairman of the Department of Urban Renewal Board, I am transmitting herewith copies of an application for an amendment to the Chicago Zoning Ordinance for an R-5 General Residence District for Disposition Parcel R-14, and all property immediately east of this parcel to Laflin Street, in the Central West Redevelopment Project.

Enactment of the Ordinance by the City Council would greatly facilitate redevelopment of the Project.

Thank you for your consideration of this matter.

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

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*Referred*--PROPOSED ORDINANCE TO PROVIDE FOR CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND FOR PROJECT BY APPLIED MOLECULAR GENETICS, 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 28, 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 $10,000,000 for the financing of a project by Applied Molecular Genetics, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred*--PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN LAND IN LINCOLN PARK CONSERVATION AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 28, 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 am transmitting herewith copies of an Ordinance, "To Approve the Sale of Certain Land in the Lincoln Park Conservation Area."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Regular Meeting on January 18, 1983, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration in this matter.

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

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*Referred*--PROPOSED ORDINANCE TO APPROVE SALE OF PARCEL 4-C IN PROJECT MADISON-RACINE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 28, 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 am transmitting herewith copies of an ordinance, to approve the sale of Parcel 4-C Project Madison-Racine to Zachary Confection Company.

Also enclosed are certified copies of the Resolution adopted by the Commercial District Development Commission at a meeting on January 4, 1983 authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

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*Referred*--PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN LAND IN PROJECT MONTEREY-VINCENNES (PARCEL C-1).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 28, 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 am transmitting herewith copies of an Ordinance, "To Approve the Sale of Certain Land in Project Monterey-Vincennes."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Regular Meeting on January 18, 1983, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration in this matter.

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

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*Referred*--PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN LAND IN PROJECT MONTEREY-VINCENNES (PARCEL PF-1).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 28, 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 am transmitting herewith copies of an Ordinance, "To Approve the Sale of Certain Land in Project Monterey-Vincennes."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Regular Meeting on January 18, 1983, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration in this matter.

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

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*Referred*--PROPOSED ORDINANCE TO GIVE PORTION OF W. 26th ST. ADDITIONAL DESIGNATION OF AVENIDA MEXICO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 28, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of Public Works, I transmit herewith an ordinance giving W. 26th Street, between S. Sacramento Avenue and S. Kostner Avenue, the additional designation of Avenida Mexico.

Your favorable consideration of this ordinance will be appreciated.

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

At this point in the Proceedings, Honorable Jane M. Byrne, Mayor, relinquished the Chair to President Pro Tem. Alderman Edward R. Vrdolyak.

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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:

"REDD FOXX DAY IN CHICAGO":
January 26, 1983;

"TOM ROGERS DAY IN CHICAGO":
January 26, 1983;

"RETAIL ADVERTISING WEEK IN CHICAGO":
January 28-30, 1983;

"CHILDREN'S DENTAL HEALTH MONTH IN CHICAGO":
Month of February, 1983;

"FINANCIAL AID AWARENESS WEEK IN CHICAGO":
February 20-26, 1983;

"CHICAGO PARK DISTRICT JUNIOR CITIZENS DAY IN CHICAGO":
March 15, 1983;

"PAUL ROBESON WEEK IN CHICAGO":
April 9-16, 1983;

"WFMT/CHICAGO SYMPHONY RADIO MARATHON WEEK":
April 17-24, 1983;

"CHICAGO INSURANCE DAY":
April 28, 1983.

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*Acceptances and Bonds under Ordinances.*

Also acceptances and bonds under ordinances as follows:

Carlyle Apartments Homeowners Association: Acceptance and bond under an ordinance passed on November 12, 1982 (subsurface vault); filed on January 20, 1983;

Catholic Bishop of Chicago: Acceptance and bond under an ordinance passed on November 12, 1982 (underground trench); filed on January 24, 1983;

Follett Corporation: Acceptance and bond under an ordinance passed on November 12, 1982 (vaults); filed on January 25, 1983;

The Board of Trustees of the University of Illinois: Acceptance under an ordinance passed on February 11, 1981 (conduits); filed on January 24, 1983;

University of Chicago: Acceptance and bond under an ordinance passed on September 15, 1982 (conduit); filed on January 25, 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 18, 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 28, 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 18, 1983, [published by the 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 28, 1983.

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*Filing of Certified Copies of Ordinances with County Clerks of Cook and Du Page Counties.*

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and Du Page Counties ordinances passed by the City Council on January 7, 1983:

Ordinance for the Levy of Taxes for all Corporate Purposes for the City of Chicago for the Year 1983, together with a copy of the Annual Appropriation Ordinance of the City of Chicago for the Year 1983.

Filed with the County Clerks of Cook and Du Page Counties on January 19, 1983;

Five ordinances granting authority for the Issuance of General Obligation Tax Anticipation Notes, Series of January, 1983, for

Corporate Fund,

City Relief-General Assistance,

Chicago Public Library-Maintenance and Operation Fund,

Chicago Public Library-Buildings and Sites Fund, and

Judgment Fund,

Filed with the County Clerks of Cook and Du Page Counties on January 19, 1983;

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## 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:

*Summary of Adopted Budget for 1983 Showing Distribution of Appropriations.*

A communication from the Office of Budget and Management transmitting a summary of the adopted Budget for 1983 showing the distribution of appropriations by function including local funds and General Revenue Sharing Funds.--*Placed on File.*

*Zoning Reclassifications of Particular Area.*

Also applications (in triplicate) together with the proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area which was *Referred to the Committee on Buildings and Zoning,* as follows:

*Reclassification of Area Shown on Map No. 3-F.*

Cobble Square Investors--to classify as a Residential-Business Planned Development instead of a C2-4 General Commercial District the area shown on Map No. 3-F bounded by

W. Schiller Street; N. Wells Street; W. Evergreen Avenue; and N. North Park Avenue.

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*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 Life and Cas. Co. (2) Erica Erf and Hollywood Fisheries, Aleman Don, Allstate Ins. Co. (3) Charles Labanics, Eileen O'Regan and Winfield Simmons, Anast Diane;

Barton Harold J. (2), Binderman Florence, Bodi John J., Borsuk Anastazia, Brewer Wanda;

Cargle Elmer, Carter Roger, Coleman Vernon, Continental Bank, Cook Mrs. George, Cordero Pablo, Cox Jacqueline P.;

Demaria William J., Dodd Walter L., Duenes Clara;

Economy Fire and Cas. Co. and Verlon G. Curry Sr., Executive House;

Flegar John, Fleming Janet, Flowers Mable;

Gallo Elizabeth A., Garantziotis John, Vaso and Peter, Gartner Kathy, Geeslin Richard, Gigger Roberta, Gordon Louis M., Gruszeczki Irene, Guminiak Felix;

Haynes Albert III, Henley Robert L. III, Hill Doreen, Hofbauer Marie E.;

Illinois Dept. of Transportation, Industrial Fire and Cas. Co. and Nettie Edward;

Jackson Carolyn, Jackson Joseph, Johnson Gwendolyn;

Kearney Kathy, Kipouros Athanasios, Kolish Stephen;

Lee Fashions Inc., Lestrade Justin, Liberty Mutual and Bob O'Connor Ford, Lowe Joan, Lum Frank;

McGraw Richard L., Montgomery Ward Ins. Co. and Etta Modica, Moppins Pinkie;

Patria Restaurants Inc., Patterson Herbert, The Peoples Gas Light and Coke Co., Perovich Alexander, Pierobon Joseph L., Prestige Cas. Co. and John F. Curran, Price Catherine, Public Vending Corp.;

Rafferty John M., Ransome Garry, Recovery Services Int'l. and Lorraine B. Kupka, Robinson Thelma, Rolnick Howard;

Satler Robert E., Schachtman Alan, Schwendick Lavina A., Settle Ethel, Sherbondy Helen, Siddiqui Mohammed M., Sieder John, Skwira Joe, State Farm Ins. Co. (5) Robert Bakken, Canoca Carol, Thomas and Patrice Henderson, Francisco Teodoro and Lester K. Wicks, Stewart Robert W., Stimpson Charles, Stinson Eric L., Stoklasa Shirley, Sykes Terry W.;

Terry L. C., Tischler Michael, The Travellers Ins. Co. and Peter Gauweiler, Tsambarlis Nick;

Ward David, Weiner Elliot, Weinstein Lisa, d/b/a Laundryland, Wells Phillip, Western States Ins. Co. and Gratian Ganz, Wheldon Suzanne.

## 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.

**Authority Granted for Execution of Redevelopment Agreement Necessary for Urban Development Action Grant Loan for Rapid Mounting and Finishing Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement necessary for Urban Development Action Grant Loan for the Rapid Mounting and Finishing Project.

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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed June 9, 1982, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to benefit the economically distressed Archer Heights Community; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-82-AA-17-0090 which provides for a loan of grant funds to LaSalle National Bank, not personally but as Trustee Agreement dated September 1, 1982, and known as Trust No. 105290, for the acquisition and rehabilitation of property located at 4300 West 47th Street as part of a relocation and business expansion program by Rapid Mounting and Finishing Company which will create expanded employment in the Archer Heights Community; now, therefore,

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

SECTION 1. The Acting Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend $665,000.00 of Urban Development Action Grant funds to Trustee, LaSalle National Bank and Rapid Mounting and Finishing Company for the purpose of purchasing and rehabilitating property located at 4300 West 47th Street in the Archer Heights Community of the City of Chicago; and which Redevelopment Agreement obligates Trustee and Rapid Mounting and Finishing Company, to purchase and rehabilitate the aforesaid property as part of a relocation and business expansion program in the amount of approximately $3,303,500.00 in private funds; and further obligates Rapid Mounting and Finishing Company as lessee of the West 47th Street facilities to use its best efforts to create twenty-five (25) new, permanent job opportunities as represented in the original application for funds, to said Department of Economic Development.

The Acting Commissioner of the Department of Economic Development is further authorized to enter into and execute any and all other instruments, documents and agreements as may be necessary and proper to effect the terms of the Redevelopment Agreement said Redevelopment Agreement being in substantially the form attached hereto as Exhibit A.

SECTION 2. This ordinance shall be effective immediately upon its passage.

Redevelopment Agreement attached to this ordinance reads as follows:

Agreement, made in Chicago, Illinois, this ____ day of _____, 198__, between the City of Chicago ("City"), by and through the Department of Economic Development of the City of Chicago ("DED"), having its offices at Room 2800, 20 North Clark Street, Chicago, Illinois, 60602, and LaSalle National Bank, not personally but as Trustee of that certain Land Trust No. 105290, dated September 1, 1982, under which Earl Abramson and Sharon Abramson, his wife, are sole and equal beneficiaries ("Trust"), and Rapid Mounting and Finishing Company, an Illinois Corporation, with principal offices at 3,10 West Polk Street, Chicago, Illinois ("Rapid").

Whereas, DED has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of economic development in the City; and

Whereas, the United States Postal Service, under threat of eminent domain, has acquired the manufacturing facility of Rapid at 310 West Polk Street, Chicago, Illinois; and

Whereas, in keeping with its desire to remain in Chicago, Rapid is relocating and expanding its operations to a facility purchased by the Trust and located at 4300 West 47th Street, Chicago, Illinois; and

Whereas, the United States Department of Housing and Urban Development ("HUD)" has approved UDAG Grant Number B-82-AA-17-0090 to DED in the amount of $690,000.00 ("Grant"), which Grant provides for DED to loan $665,000.00 ("Loan") to Trust and Rapid; and

Whereas, Rapid's relocation, rehabilitation and expansion of its business operations will create additional job opportunities which will benefit the economically depressed Archer Heights Community.

Now, Therefore, the parties agree as follows:

*Section I. Definitions.*

The following terms when used in this Agreement shall have the following meanings:

(i) "Property" shall mean the and building located at 4300 West 47th Street, Chicago, Illinois;

(ii) "Lender" shall mean The Exchange National Bank of Chicago, Illinois;

(iii) "Borrower" shall mean Trust and/or Rapid.

Section II. Consideration

DED hereby agrees, in consideration of Trust and Rapid entering into and executing this Agreement and agreeing to be bound by the terms of loan funds received pursuant to the Grant in accordance with the terms thereof and the terms of this Agreement.

In consideration of the City making the above-mentioned Loan, Trust and Rapid agree for themselves, respectively, and their respective successors and assigns, to be bound by the terms of this Agreement and to diligently complete the Redevelopment Plan described herein.

Section III. Agreement

1. DED shall loan to Borrower and Borrower shall borrow from DED the sum of $665,000.00, subject to the following terms and conditions:

(i) The term of the Loan shall be for twenty (20) years commencing with the initial disbursement of loan funds;

(ii) The principal sum will bear interest at the rate of three (3%) percent per annum for years one through ten; six (6%) percent per annum for years eleven through twenty; interest will accrue from the initial disbursement of funds;

(iii) Interest at the rate of three (3%) percent per annum shall accrue during years one and two of the Loan and shall then be added to the principal balance to form a new principal balance. Thereafter in years three through twenty, Borrower shall repay the new principal balance together with interst thereon, as follows:

(a) years 3 through 10, eight equal annual payments of $_____ each,

(b) years 11 through 20, ten equal annual payments of $_____ each.

(c) All payments due and owing shall be made on or before the _____ day of the _____ month in the year it is due and owing.

2. No disbursements of loan funds shall be made by DED until such time as:

(i) Rapid has certified to the DED and HUD that it has sufficient funds on hand or immediately available to it to complete the Redevelopment Plan described herein, and has identified the source of such funds;

(ii) Trust has furnished DED with an ALTA policy for mortgage title insurance in the amount of $665,000.00 insuring that DED will be the holder of a second lien on the Property, free of encumbrances and other exceptions to title other than those approved in advance by DED and not subordinated to any interest except the interest of the Lender in an aggregate amount not to exceed Three Million Dollars.

(iii) Trust has furnished DED with a mortgage in favor of DED, in a form acceptable to DED, upon the Property. In addition Borrower shall grant DED a security interest in all equipment and fixtures acquired with the proceeds of the Loan. DED's security interest shall not exceed $3,000,000.00. DED's loan documents, including but not limited to the mortgage, shall provide that a default under any Lender agreement with Borrower shall constitute a default under this Agreement, in which case DED may at its sole option accelerate the Loan and declare all unpaid principal and interest immediately due and payable.

(iv) Borrower shall furnish DED with a promissory note which shall be in a form acceptable to counsel for DED and Borrower in the full amount of the Loan and evidence of the filing of appropriate statements necessary to perfect no less than a second lien position in favor of DED.

(v) Trust has furnished DED with a Builders Risk and Fire Insurance Policy or Policies endorsed to indicate that DED is an insured mortgagee in an amount satisfactory to DED and Lender.

(vi) Rapid and Earl Abramson and Sharon Abramson, each have furnished DED, in a form acceptable to DED, with unconditional guarantees to repay the Loan.

(vii) Simultaneous with the execution of this Agreement, Earl Abramson and Sharon Abramson shall each execute an assignment of their respective beneficial interests in the Trust to DED to assure DED the value of its secondary security interest in the Trust.

3. Upon the completion of the foregoing, loan funds may be drawn down on the following basis:

(i) Draw request for loan proceeds shall be made on a monthly draw basis on A.I.A. forms, certified to and approved by the development architect and/or engineer, the Lender's representative and/or such other certifying official as may be approved by Trust and DED;

(ii) Disbursements shall be paid out of Grant funds by DED in an amount proportionate to the total costs of the Redevelopment Project, including debt and equity financing of Rapid, but in no event greater than a ratio of One Dollar of grant funds for every Five Dollars of non-grant funds;

(iii) Loan disbursements shall be made on the basis of work completed and in place, a stage basis or a voucher and paid receipts basis or any combination of the same.

4. The entire balance of the outstanding principal of the Loan and all unpaid accrued interest on the Loan shall become immediately due and payable upon the bankruptcy, reorganization, dissolution *or liquidation of Trust or Rapid, or upon the sale, exchange, disposition, refinancing or sale under* foreclosure of the Property. Should title or the equity of redemption in the Property be acquired in whole or in part, voluntarily or involuntarily by grant, lease or assignment, the entire balance of the Loan and all unpaid interest and accrued interest shall be immediately due and payable.

5. The Loan may not be prepaid during the first two years of the mortgage.

6. Trust and Rapid agree that they will use the proceeds of the Loan solely for the following purposes:

(i) The acquisition and construction financing in connection with the rehabilitation of the Property utilizing the loan proceeds in the amount of $665,000.00.

Section IV. Redevelopment Plan

Trust shall acquire and together with Rapid rehabilitate the Property located at 4300 West 47th Street, Chicago, Illinois for use as an industrial plant, expending approximately $3,000,000 in private funds and approximately $335,000 in equity funds. Borrower shall diligently pursue the redevelopment of the Property in accordance with the following:

| *Commencement Date* | *Completion Date* |
|---|---|
| January 1, 1983 | December 31, 1985 |

Section V. Evidence of Financing

No later than fourteen (14) days after the date of this Agreement, Borrower shall furnish DED with evidence reasonably acceptable to DED that Lender has committed to lend to Borrower the principal sum of $3,000,000 for the acquisition and rehabilitation of the Property. Rapid shall also furnish to DED evidence reasonably satisfactory to DED that it has available to it, equity funds in an amount not less than $335,000.

Section VI. Maintaining Records and Rights to Inspect

All books, records and other documents relating directly to the receipt and disbursement of the above described Loan shall be subject to the right of access by any duly authorized representative of DED or HUD, or of the Comptroller General of the United States for the purpose of inspection, copy, audit and examination. Such right shall extend until completion of all close-out procedures respecting these loan funds, and until the final settlement and conclusion of all issues arising out of this Loan or under this Agreement or the related Grant.

Section VII. Access to Project

For the period set forth in Section IV, any duly authorized representative of the DED or HUD shall, at all reasonable times, have access to any portion of the Property.

Section VIII. No Assignment or Succession

No Transfer of loan funds by DED to Borrower shall be made or to be deemed as assignment of the Grant funds, and Borrower shall neither succeed to any rights, benefits, or advantages of DED under the Grant nor attain any rights, privileges, authorities, or interests in or under the grant.

Section IX. Housing and Urban Development

During the term of this Agreement, it shall not be amended in any material respect without the prior written approval of HUD. An amendment shall be deemed "material" within the meaning of said provision, if it cancels or reduces any developmental, construction, job creating, or financial obligation of Borrower by more than ten percent (10%); provided, that an increase in any time for performance which does not exceed thirty (30) days, shall not be deemed "material".

Section X. Disclaimer of Relationship

Nothing contained in this Agreement or in the Grant nor any act of HUD or DED, or of any of the parties, shall be deemed or construed by any of the parties or by third persons to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving HUD.

Section XI. Time of the Essence

Promptly after completion by Borrower of the Redevelopment Plan described above, DED will furnish Borrower with appropriate instruments so certifying. The certification by DED shall be conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Borrower and their successors and assigns to undertake the Redevelopment Plan in accordance with the dates for the beginning and completion thereof. The certificate shall be in such form as will enable it to be recorded. If DED shall refuse or fail to provide the certification, DED shall, within thirty (30) days after written request by Borrower provide Borrower with a written statement indicating in adequate detail how Borrower failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default and what measures or acts will be necessary in the opinion of DED for Borrower to make or perform in order to obtain the certificate.

Section XII. Restrictions on Use

During the term of the Loan provided for in Section III of the Agreement, Rapid shall devote the Property for manufacturing purposes.

Section XIII. Mortgagees Not Obligated to Construct

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement, including any holder who obtains title to the above premises or any part thereof, but not including (a) any other party who thereafter obtains title to the premises from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself, shall not be obligated by the provisions of this Agreement to complete the improvements set forth in Section IV or to guarantee such completion, nor shall any covenant or any other provision be construed to so obligate such holder to devote the premises to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

Section XIV. Enforced Delay in Performance

A. Neither DED nor Trust nor rapid nor any of their respective successors in interest shall be considered in breach or default of its obligations with respect to the completion of construction or improvements, in the event of enforced delay in the performance of such obligations due to cause beyond its control and without its fault or negligence. The time of the performance of the obligations shall be extended for the period of the enforced delay, as determined by DED, if the party seeking the extension shall request it in writing of the other party.

B. No waiver by delay. Except as otherwise set forth herein any delay by DED in instituting or prosecuting any action or proceedings or otherwise asserting its rights shall not, so long as the breach or default of another party shall be continuing, operate as a waiver of such rights or to deprive it of, or limit, such rights in any way; nor shall any waiver in fact made by DED with respect to any specific default by Borrower under this Section be considered or treated as a waiver of the rights of DED with respect to any other defaults by Borrower under this Section, or with respect to the particular default except to the extent specifically waived in writing.

Section XV. Conflict of Interest: Representatives not Individually Liable

No member, official or employee of the City of Chicago shall have any personal interest direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested, nor be liable to Borrower or any successor in interest in the event of any default or breach by DED for any amount which may become due to Borrower or its successors or assigns on any obligation under the terms of this Agreement.

Section XVI. Equal Employment Opportunity

Borrower and its successors and assigns, agree that during the term of the Loan provided for in Section II of this Agreement:

(a) It will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Borrower shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(b) Borrower will in all solicitations of advertisements for employees placed by or on their behalf, state that all qualified applicants will receive considerations for employment without regard to race, religion, color, sex or national origin.

(c) Borrower will include the provisions of Paragraphs (a) and (b) in every contract, and will require the inclusion of those provisions in every subcontract entered into by any of their contractors so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

(d) Discrimination as used herein shall be interpreted in accordance with federal laws as construed by court decisions. This covenant may be enforced solely by DED and solely against the party which breaches this covenant.

In Witness Whereof, the City and Borrower have caused this Agreement to be duly executed as of the day and year first above provided.

[Signature forms omitted for printing purposes.]

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**Authority Granted for Execution of Memorandum of Agreement Necessary for Revenue Bond Financing of Two East 8th Street Residential Development.**

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

WHEREAS, 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

WHEREAS, As a home rule unit of government, the City has the power to adopt ordinances related to its government and affairs; and

WHEREAS, The City Council of the City has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary housing which persons of low and moderate income, including but not limited to elderly and handicapped persons, can afford and that such housing shortage is harmful to the health, prosperity, economic stability and general welfare of the City and adversely affects the tax base; and

WHEREAS, An entity to be formed, of whom the principals will be Theodore Gaines, Sidney Loeb, and Seymour Goldstein (the "Partnership") wish to secure financing for the acquisition, construction and equipping of a residential rental housing facility located in the City and known as Two East 8th Street (the "Project"), and has requested the City to issue its revenue bonds to provide funds for the acqusition, construction and equipping of such Project; and

WHEREAS, It is considered desirable in order to increase the supply of decent, safe and sanitary housing within the corporate limits of the City and for the enhancement of the tax base and the general welfare of the City and its inhabitants to finance the acquisition, construction and equipping of the Project located within the City; and

WHEREAS, Such revenue bonds, when issued, shall not be a charge against the general revenues nor the taxing powers of the City, but shall be payable solely and only from the proceeds of the Bonds and the earnings thereon and revenues derived from the Project and/or the financing thereof; and

WHEREAS, A Memorandum of Agreement with respect to the proposed issuance of such revenue bonds has been presented to the City; now, therefore,

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

SECTION 1. This City Council hereby determines that the assistance of the Partnership through the issuance of revenue bonds, the proceeds of which will be used for the acquisition, construction

and equipping of this Project, is an appropriate exercise of the home rule powers of the City.

SECTION 2. It is hereby determined that the execution of a Memorandum of Agreement in substantially the form presented to this City Council is proper and its execution by the Mayor, the City Comptroller or the City Clerk is hereby authorized. Upon the fulfillment of conditions stated in the Memorandum of Agreement, as executed, the City will take such actions as may be necessary and will adopt such further proceedings as may be necessary to issue its revenue bonds in an amount of approximately $30,000,000 for the aforementioned purpose.

SECTION 3. The Chairman of the Finance Committee is hereby directed to cause the Finance Committee or any subcommittee thereof, or in lieu thereof and with the written consent of the Chairman of the Finance Committee, the Commissioner of the Department of Housing or his designee, to hold a hearing on the Project in compliance with Section 103 of the Internal Revenue Code of 1954, as amended and particularly as amended by the Tax Equity and Fiscal Responsibility Act of 1982 (H.R. 4961).

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

[Memorandum of Agreement printed on pages 15561 through 15564 of this Journal.]

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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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**Public Hearing Procedures Authorized Relating to Issuance of Multi-Family Housing Revenue Bonds, Series 1983 for Michigan Boulevard Garden Apartments Project.**

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

WHEREAS, 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

WHEREAS, As a home rule unit of government, the City has the power to adopt ordinances related to its government and affairs; and

WHEREAS, The City Council of the City has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary housing which persons of low and moderate income, including but not limited to elderly and handicapped persons, can afford and that such housing shortage is harmful to the health, prosperity, economic stability and general welfare of the City and adversely affects the tax base; and

(Continued on page 15565)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is by and between the City of Chicago (the "City") and Theodore Gaines on behalf of an Illinois limited partnership to be formed (the "Partnership").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The City of Chicago is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois with power to adopt ordinances and take actions relating to its government and affairs and it has been determined that assisting in the acquisition, construction and equipping of the hereinafter described Project is a proper exercise of the home rule powers of the City.

(b) It is proposed that the Partnership acquire, construct and equip a residential housing project located at 2 East 8th Street (the "Project"). After completion of construction the Project will provide approximately 330 residential rental dwelling units, at least twenty per cent (20%) of which will qualify for rental assistance payments under Section 8 of the United States Housing Act of 1937, as amended. It is presently contemplated that the Project will be owned by the trustee of an Illinois land trust (the "Owner") under which the Partnership will be the sole beneficiary. The undersigned on behalf of 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) Subject to due compliance with all requirements of law, the City will proceed to take such action as may be necessary to cause to be prepared such agreements, indentures or such other documents as may be required to permit the City, by virtue of its authority as a home rule unit of government to sell and issue its revenue bonds in an amount of approximately $30,000,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(d) The City considers that its financing of the cost of the Project on behalf of the Partnership will promote and further the affairs and welfare of the City and its inhabitants.

2. Undertakings on the Part of the City. Subject to the conditions above stated, the City agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council to authorize the issuance and sale of the Bonds, pursuant to terms mutually acceptable to the City, the Partnership and potential purchasers of the Bonds.

(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 City will 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 in an ordinance of the City Council and mutually satisfactory to the City, the Partnership and potential purchasers of the Bonds.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide (i) that the City will lend the proceeds of the Bonds (A) to the Partnership, or (B) to the Owner for the benefit of the Partnership, or (C) to a lending institution acceptable to the City and the Partnership (the "Project Lender") to relend to the Partnership or the Owner, to be used to finance the Project and (ii) that the aggregate amounts (i.e., the repayments to be made by the Partnership or the Owner or the Project Lender upon such loan 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 undersigned on behalf of the Partnership agrees as follows:

(a) The undersigned will use all reasonable efforts to find one or more purchasers for the Bonds.

(b) The undersigned will cause the Partnership and the Owner to be duly formed.

(c) That contemporaneously with the issuance of the Bonds, the undersigned will cause the Partnership, the Owner and/or the Project Lender, as applicable, to enter into, a financing agreement with the City under the terms of which the Partnership or the Owner or the Project Lender will be obligated 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 financing agreement to be in form and substance and secured in a manner satisfactory to the City, the Partnership and the purchasers of the Bonds, including, without limitation, customary provisions limiting recourse against the partners of the Partnership.

(d) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchasers thereof and continuing for at least the period required by Section 103(b)(4)(A) of the Internal Revenue Code of 1954, as amended (i) the Project will be maintained and operated as a "residential rental property" as defined in said Section of the Code, (ii) any duly authorized agent of the City will be permitted to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Partnership located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Partnership relating to expenditures from the Bond proceeds for the Project, the rental of units within the Project and the revenues therefrom and (iii) the Partnership will furnish such evidence of compliance as may be reasonably requested by the City.

(e) The undersigned will cause the Partnership to take such further action and adopt such further proceedings as may be required to implement the aforesaid undertakings or as he may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the City under paragraph 2 hereof and of the undersigned on behalf 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 City and the undersigned on behalf of the Partnership), the City 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 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All costs and expenses in connection with the financing and completion of the Project, including the fees and expenses of bond counsel to the City, and the financial advisors to the City 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 undersigned on behalf of the Partnership agrees that they will reimburse the City for all reasonable and necessary direct out-of-pocket expenses which the City may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, in an amount not to exceed five percent (5%) of the reasonably expected principal amount of the Bonds, including without limitation the fees and expenses of the financial advisors to the City and bond counsel, and will pay the same upon demand and this Agreement shall thereupon terminate. The undersigned agrees to provide adequate assurance to the City of its ability and willingness to pay such costs by means of a letter of credit, escrow deposit or similar arrangement simultaneously with the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this ____ day of _____, 1983

THE CITY OF CHICAGO

By_____

Theodore G. Gaines

_____

(Continued from page 15560)

WHEREAS, A limited partnership for which Capital Associates Development Corp. and Chicago Urban League Development Corporation are to be general partners (the "Partnership") wish to secure financing for the rehabilitation and equipping of a residential rental housing facility located in the City and known as Michigan Boulevard Garden Apartments (the "Project") and has requested the City to issue its revenue bonds to provide funds for the rehabilitation and equipping of such Project; and

WHEREAS, The City Council of the City has heretofore found that it is desirable in order to increase the supply of decent, safe and sanitary housing within the corporate limits of the City and for the enhancement of the tax base and the general welfare of the City and its inhabitants to finance the rehabilitation and equipping of the Project and authorized the execution of a Memorandum of Agreement with respect to the proposed issuance of such revenue bonds; and

WHEREAS, Such revenue bonds, when issued, shall not be a charge against the general revenues nor the taxing powers of the City, but shall be payable solely and only from the proceeds of the Bonds and the earnings thereon and revenues derived from the Project and/or the financing thereof; now, therefore,

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

SECTION 1. This City Council hereby determines that the assistance of the Partnership through the issuance of revenue bonds, the proceeds of which will be used for the rehabilitation and equipping of the Project, is an appropriate exercise of the home rule powers of the City.

SECTION 2. The Chairman of the Finance Committee is hereby directed to cause the Finance Committee or any subcommittee thereof, or in lieu thereof and with the written consent of the Chairman of the Finance Committee, the Commissioner of the Department of Housing or his designee, to hold a hearing on the Project in compliance with Section 103 of the Internal Revenue Code of 1954, as amended and particularly as amended by the Tax Equity and Fiscal Responsibility Act of 1982 (H.R. 4961).

SECTION 3. This ordinance shall be in full 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

---

**Amending Ordinance Authorized Concerning Increase in Income Limit Eligibility Requirements for City of Chicago 1981 Series "A" Home Improvement Loans.**

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

WHEREAS, On November 4, 1981, the City adopted an ordinance authorizing the issuance of $25,000,000 of the City's Home Improvement Loan Revenue Bonds (the "Ordinance"); and

WHEREAS, It is desirable and in the public interest to increase the maximum income limit contained in Section 7 of the Ordinance to the maximum permitted by Section 7-85(i) of Chapter 7 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. The Ordinance authorizing the issuance of Home Improvement Loan Revenue Bonds, 1981 Series A of the City in an aggregate principal amount of not to exceed $25,000,000 adopted November 4, 1981, is hereby amended by deleting the amount "$37,500" as it appears on line eight of Section 7 of the Ordinance and inserting the amount "$50,000" in lieu thereof.

SECTION 2. This ordinance shall become effective immediately upon its adoption and approval.

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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

---

**Chapter 37, Section 37-11(h) of Municipal Code of Chicago Amended Concerning Increase in General Aircraft Parking Fees at Chicago-O'Hare International Airport.**

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. Section 37-11(h) of Chapter 37 of the Municipal Code of Chicago is hereby amended by inserting the language in Italics and deleting the language bracketed, as follows:

*37-11(h)* For each aircraft at Chicago-O'Hare International Airport, other than aircraft referred to in 37-11(g) above, parking in a public parking area, a charge therefor at the following rates:

| | | [For first eight (8) hours or fraction thereof] | [For each additional eight (8) hours or fraction thereof] |
|---|---|---|---|
| [(1) | For each aircraft not exceeding 5,000 pounds approved maximum landing weight | $ 2.00 | $ 1.00 |
| (2) | For each aircraft exceeding 5,000 pounds but not exceeding 10,000 pounds approved maximum landing weight | 2.50 | 1.50 |

| | | | |
|---|---|---|---|
| (3) | For each aircraft exceeding 10,000 pounds but not exceeding 15,000 pounds approved maximum landing weight | $ 3.00 | $ 2.00 |
| (4) | For each aircraft exceeding 15,000 pounds but not exceeding 25,000 pounds approved maximum landing weight | 4.00 | 3.00 |
| (5) | For each aircraft exceeding 25,000 pounds but not exceeding 50,000 pounds approved maximum landing weight | 4.00 | 3.00 |
| (6) | For each aircraft exceeding 50,000 pounds but not exceeding 75,000 pounds approved maximum landing weight | 4.50 | 3.50 |
| (7) | For each aircraft exceeding 75,000 pounds but not exceeding 100,000 pounds approved maximum landing weight | 5.00 | 4.00 |
| (8) | For each aircraft exceeding 100,000 pounds but not exceeding 125,000 pounds approved maximum landing weight | 6.00 | 5.00 |
| (9) | For each aircraft exceeding 125,000 pounds but not exceeding 150,000 pounds approved maximum landing weight | 7.00 | 6.00 |
| (10) | For each aircraft exceeding 150,000 pounds but not exceeding 175,000 pounds approved maximum landing weight | 8.00 | 7.00 |
| (11) | For each aircraft exceeding 175,000 pounds but not exceeding 200,000 pounds approved maximum landing weight | 9.00 | 8.00 |
| (12) | For each aircraft exceeding 200,000 pounds but not exceeding 225,000 pounds approved maximum landing weight | 11.00 | 10.00 |
| (13) | For each aircraft exceeding 225,000 pounds but not exceeding 250,000 pounds approved maximum landing weight | 13.00 | 12.00 |
| (14) | For each aircraft exceeding 250,000 pounds but not exceeding 275,000 pounds approved maximum landing weight | 15.00 | 14.00 |
| (15) | For each aircraft exceeding 275,000 pounds approved maximum landing weight | 17.00 | 16.00] |

| | |
|---|---|
| *All single engine aircraft and all helicopters* | *$7.00 per day or increment thereof* |
| *Multi-engine aircraft weighing less than 20,000 pounds maximum certificated landing weight* | *$12.00 per day or increment thereof* |
| *Multi-engine aircraft weighing more than 20,000 pounds but less than 50,000 pounds* | *$25.00 per day or increment thereof* |
| *All aircraft weighing more than 50,000 pounds* | *$.50 per thousand pounds of maximum certificated landing weight rounded to the nearest whole dollar per day or increment thereof* |

SECTION 2. This ordinance shall be in force and effect beginning *January 1, 1983.*

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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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**Amendment of Agreement Authorized Between City and Budget Rent-A-Car, Inc. Concerning Access Road Improvements at Chicago-O'Hare International Airport.**

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 and the City Clerk to attest, subject to approval of the City Comptroller and the Commissioner of Aviation and approval as to form and legality of the Corporation Counsel, an amendment to an agreement authorized by ordinance passed by the City Council on March 22, 1974 (C.J.P. pp. 7880-7890), as amended, with Chicago Budget Rent-A-Car Corp., at Chicago-O'Hare International Airport, said amendment to be in the following form:

THIS AGREEMENT made and entered into, this _____day of _____, A.D., 1982, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and Chicago Budget Rent-A-Car, Inc., a corporation organized under and existing by virtue of the laws of the State of Illinois, hereinafter referred to as "Concessionaire."

W I T N E S S E T H:

Whereas, City and Concessionaire have heretobefore entered into an agreement under date of March 22, 1974 (C.J.P. pp. 7880-7890), as amended, hereinafter referred to as "said agreement," in and by which City, among other provisions, granted to Concessionaire certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago O'Hare International Airport, in the City of Chicago, Counties of Cook and DuPage, State of Illinois;

Now, Therefore, City, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Concessionaire hereby accepts said privileges or premises therein set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modification of, change in, and amendment to said agreement, which is hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, is as follows:

Subsection B, appearing on page 28 under Article XIX - Service Obligations and reading as follows:

"B. Roadways - Prior to the commencement of the leasehold term relating to Service Area B, City, at no expense to Concessionaire, agrees to install and construct, where necessary, and for the duration of the term of this Agreement to maintain and keep in repair and open to traffic, a road or roads suitable for vehicular traffic, connecting said demised premises with the Airport Terminal Building or connecting to a road or roads presently serving and continuing to serve the Airport Terminal Buildings. City grants to Concessionaire, its customers, employees and suppliers of materials and services, without the imposition of any additional charge, rent or fee therefor, the right to use such road or roads for the movement of their vehicles for the duration of the term of this Agreement. City shall also cause all necessary cuts to be made in the curbing installed or to be installed by City on "Old Mannheim" Road between the entrances and exits of said access road or roads to the demised premises which shall be constructed by Concessionaire."

shall be and the same is hereby changed, modified and amended to read as follows:

B. Roadways - Prior to the commencement of the leasehold term relating to Service Area B, Concessionaire at its sole cost and expense, shall install and construct, site access and egress roadways, along with old Mannheim Road curb and median changes necessary for proper utilization, connecting said demised premises to a road or roads presently serving and continuing to serve the Airport Terminal Buildings; provided, however, that the City shall reimburse Concessionaire up to a maximum of $45,000.00 for the cost of such construction, including the customary design, permit, testing and supervision costs, with such reimbursement being made over the period of construction if possible, in the manner described hereinbelow under subsection C. The total amount of the reimbursement for any given month cannot, however, exceed the percentage fee due under this agreement for said month even if receipts covering utility service construction and ingress/egress roadway construction are combined for reimbursement. City agrees to maintain these roadways and keep them in repair and open to traffic and to grant to Concessionaire, its customers, employees and suppliers of materials and services without the imposition of any addition charge, rent or fee therefor, the right to use such road or roads for the movement of their vehicles for the duration of this Agreement.

It is, therefore, agreed that except soley as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago passed on the _____day of _____, 1982, (C.J.P. pp. _____.

In Witness Whereof, the City of Chicago has caused this instrument to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and Budget Rent-A-Car has caused this Amendment to be executed on its behalf by its _____ President and its corporate seal to be hereunto affixed and attested by its _____ Secretary, pursuant to authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

SECTION 2. 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

---

**Annexation of Property Authorized at Nos. 6546-6556 W. Irving Park Rd. for Use as CTA Bus Turn-around.**

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

WHEREAS, In accordance with Chapter 24, Section 7.1-8 of Illinois Revised Statutes (1979) the Chicago Transit Authority, a municipal corporation, has duly filed with the City Clerk of the City of Chicago a petition requesting the City of Chicago to annex a bus turn-around area located at 6546-56 West Irving Park Road; and

WHEREAS, Said area has no electors residing therein and is wholly owned by the Chicago Transit Authority; and

WHEREAS, Said territory is not within the corporate limits of any municipality and is contiguous to the City of Chicago on all its boundaries; and

WHEREAS, The City has determined said annexation is in its best interests, said bus turn-around being devoted to servicing public transportation in the City of Chicago; now, therefore,

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

SECTION 1. The following described area be annexed to and made a part of the City of Chicago:

Located in Section 18 South of the Indian Boundary Line in Township 40 North, Range 13 in Cook County, Illinois lying North of the North Line of Irving Park Road and West of the West Line of North Narragansett Avenue described as follows:

Beginning at a point on the North Line of West Irving Park Road said point being 33 feet North of the South Line of said Section 18 and 1143.55 feet West of the East Line of said Section 18; thence North along a line forming an angle of 90 with said North Line of West Irving Park Road, 125 feet; thence west at 90 to the last described course 135 feet; thence South at 90¼ to the last described course 125 feet to the North Line of West Irving Park Road; thence East along said North Line 135 feet to the point of beginning, as shown on the plat attached hereto and made a part hereof.

SECTION 2. A copy of the ordinance annexing the area together with an accurate plat of the annexed area shall be recorded with the Cook County Recorder of Deeds and filed with the Cook County Clerk.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost*.

---

**Authority Granted Setting Date for Public Hearing Concerning Exchange of Property in Conjunction with Intersection Improvements at N. Damen Av., W. Pratt Av. and N. Ridge Blvd.**

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

WHEREAS, The Department of Public Works of the City of Chicago is engaged in a street rerouting program at the intersection of Damen and Pratt Avenues and Ridge Boulevard; and

WHEREAS, A proposal has been made by William P. Chausis and Ann Chausis, Gus J. Panigyrakis and Peggy Panigyrakis d/b/a B & B Building, to exchange a certain parcel of real estate with one owned by the City in the vicinity of said intersection which exchange may be beneficial to the City; now, therefore,

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

SECTION 1. A public hearing on the proposal for the exchange of the following described tracts shall be held in the City Council Chamber on March 9, 1983, at 10:30 A.M., Second (2nd) Floor, City Hall, 121 N. LaSalle Street, Chicago, IL, 60602.

Tract No. 1 Owned by the City of Chicago
The South 64 feet of the North 340.62 feet of the West Half of the Southeast Quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, lying West of Ridge Road in Cook County, Illinois, (containing 4,903 square feet).

Tract No. 2 Owned by B & B Building
That part of the North 441.60 feet of the West Half of the Southeast Quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian lying West of Ridge Road in Cook County, Illinois and lying South of the following described line, beginning at a point on the West Line of Ridge Road now Ridge Boulevard, 68 feet North of the South Line of the North 441.60 feet, as measured along said west line of Ridge Road; thence Southwesterly along a straight line to a point on the West Line of said West Half of the Southeast Quarter of Section 31, 57.06 feet North of the South Line of said North 441.60 feet, as measured along said West Line, (containing 6,730 square feet).

SECTION 2. Exchange of said tracts is mutually advantageous to both parties. However, the City will be acquiring a tract almost 1,830 square feet larger without further consideration.

SECTION 3. Notice of this public hearing shall be advertised in a newspaper of general circulation in the City of Chicago not more than thirty days prior to said public hearing date and not less than fifteen days prior to said public hearing date.

SECTION 4. This ordinance shall be effective immediately upon the passage thereof.

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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

---

**License Agreement Authorized Between City and Consolidated Rail Corp. for Necessary Installation and Maintenance of California Avenue Auxilary Outlet Sewer.**

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 Mayor is authorized to execute, the City Clerk to attest and the Commissioner of Sewers to execute upon approval of the Corporation Counsel as to form and legality, a certain easement agreement between the City of Chicago and Consolidated Rail Corporation, whereby, in consideration of the sum of Three Thousand Eight Hundred Dollars ($3,800.00) Consolidated Rail Corporation does grant to the City permission and authority to install, maintain and use a ten-foot diameter sewer in and through Consolidated Rail Corporation's property on the line of South Rockwell Street, commencing north of the north line of West 48th Street and continuing south to a point south of West 50th Street.

[Easement Agreement printed on pages 15573 through 15579 of this Journal.]

SECTION 2. 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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# LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made this 24th day of August , 19 82

between CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation

party of the first part (hereinafter called "Railroad") and CITY OF CHICAGO, a Political Sub-Division of the State of Illinois

, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 10-foot reinforced concrete gravity flow sewer and storm run-off pipe through the lands and under and across the roadway and tracks ofthe CR&I Branch of Railroad at Valuation Station 91±40± and crossing track 219 at a point opposite Valuation Station 91+40± (formerly held by Chicago River and Indiana Railroad Company) at a point in the City of Chicago, within Section 12, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

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in accordance with construction plans Sheets 2, 4, 9, 10, 17 and S1 submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. C-1687 , dated August 18, 1982 , marked Exhibit "A," attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

1. The Licensee shall pay to the Railroad upon the execution hereof, the sum of Three Thousand Eight Hundred Dollars ($ 3,800.00 ) as reimbursement for the rights granted in this Agreement.

2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Chief Engineer of Railroad, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situate, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Chief Engineer of Railroad, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such inspectors, flagmen or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain the written approval of the Chief Engineer of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. In that event, Railroad reserves the right to assess additional charges.

4. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of the Railroad.

(b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon, or in the property of the Railroad.

6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (a) It is understood between the parties hereto that the operations of the Railroad at or near said FACILITIES involve some risk, and the Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the FACILITIES (and contents thereof) of the Licensee that are over, under, upon, or in the property and facilities of the Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of the Railroad or otherwise.

(b) And the Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of the Railroad.

(c) If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

~~9. The Licensee shall, at its sole cost and expense, upon request in writing~~ of the Railroad, promptly change the location of said FACILITIES ~~covered by~~ this Agreement, where located over, upon or in the property ~~and facilities~~ of the Railroad, to another location, to permit and accommodate ~~changes~~ of grade or alignment and improvement in or additions to ~~the facilities~~ of the Railroad necessary to the operation of railroad ~~upon~~ land now or hereafter owned or used by the Railroad to the ~~intent that~~ said construction shall at all times comply with the terms and ~~conditions of this Agreement with respect to the~~

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~~original construction; or in the event of the lease, sale or disposal of the premises or any part there-~~ of encumbered by this license, then the said Licensee shall make such adjustments or relocations in its facilities as are over, upon or in the property and facilities of the Railroad as may be required by the said Railroad or its grantee; ~~and if the~~ Licensee shall fail or refuse to comply therewith, then the duly ~~authorized~~ agents of the Railroad may make such repairs or adjustments or changes ~~in location and provide necessary material therefor.~~

10. Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from Railroad property and right-of-way, and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal.

11. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

12. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad may do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.

14. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page one without the consent and agreement in writing of the Railroad being first had and obtained.

15. This Agreement shall be terminable upon mutual consent of the parties hereto, provided that this Agreement may be terminated by the Railroad upon the violation of any of the terms, covenants and conditions of this Agreement on the part of the Licensee.

16. This Agreement shall take effect as of the First day of September A.D. 19 82 ., subject to the provisions of Paragraph 19.

17. Anything herein contained to the contrary notwithstanding, there shall be no obligation on the part of the Railroad to continue operation of the line of railroad in the vicinity of the FACILITIES to prevent the termination of the Licensee's occupation rights at any crossing or occupation covered hereunder on account of an abandonment of line or service by the Railroad; nor shall there be any obligation upon the Railroad to perfect its title in order to continue in existence the said occupation rights after such abandonment of line or service.

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18. This Agreement is authorized to be entered into by Resolution, or Ordinance No. Adopted 19 , By , a Certified copy of which is attached hereto.

19. This Agreement will not become valid until the method of installation and all related matters have been approved by the Chief Engineer - Design and Construction of Railroad or his duly designated representative.

20. Automobile mileage charges incurred by aforementioned Railroad Inspectors, Flagmen or Watchmen in connection with the installation, maintenance, etc., of said facility will be based on allowances approved by The United States Government in effect at the time the expenses are incurred.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provision of Article 14 of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

BY _____
C.E. Wogan
General Manager - Contracts

ATTEST:

_____
City Clerk

CITY OF CHICAGO

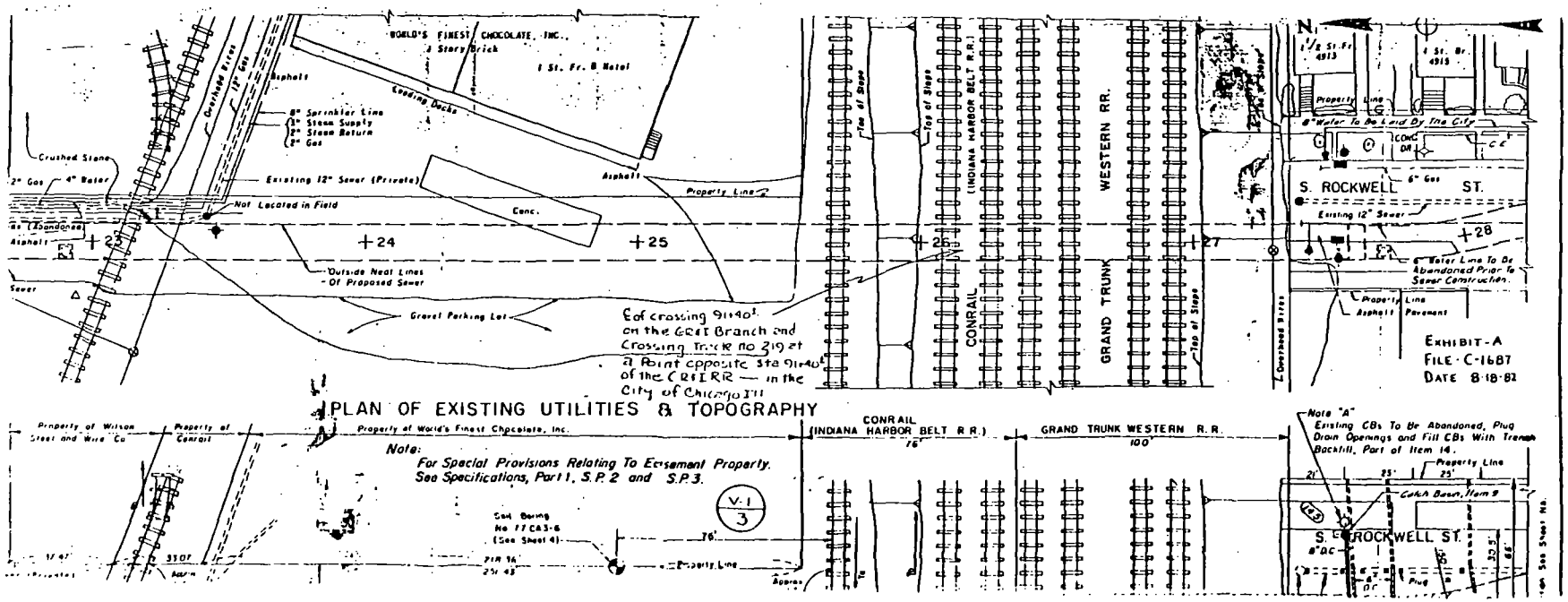
_____
Mayor

Approved as to Form and
Legality:

_____
Corporation Counsel

_____
Commissioner of Sewers

_____
Comptroller


WORLD'S FINEST CHOCOLATE, INC.
3 Story Brick
1 St. Fr. & Metal
Loading Docks
Asphalt
Overhead Brick
12" Gas
8" Sprinkler Line
3" Steam Supply
3" Steam Return
2" Gas
Crushed Stone
2" Gas
4" Water
Existing 12" Sewer (Private)
Not Located in Field
Conc.
Property Line
Outside Neat Lines Of Proposed Sewer
Gravel Parking Lot
+23
+24
+25
+26
+27
+28
Sewer
Eof crossing 91+40.1 on the Great Branch and Crossing Track No 219 at a Point opposite Sta 91+40.1 of the CRIRR — in the City of Chicago Ill
CONRAIL (INDIANA HARBOR BELT R.R.)
GRAND TRUNK WESTERN RR.
Top of Slope
Toe of Slope
S. ROCKWELL ST.
6" Gas
Existing 12" Sewer
8" Water To Be Laid By The City
Water Line To Be Abandoned Prior To Sewer Construction
Property Line
Asphalt Pavement
EXHIBIT-A
FILE-C-1687
DATE 8-18-82
PLAN OF EXISTING UTILITIES & TOPOGRAPHY
Property of Wilson Steel and Wire Co
Property of Conrail
Property of World's Finest Chocolate, Inc.
Note:
For Special Provisions Relating To Easement Property. See Specifications, Part I, S.P. 2 and S.P. 3.
V-1 / 3
Soil Boring No 77 CA3-6 (See Sheet 4)
76'
Property Line
CONRAIL (INDIANA HARBOR BELT R.R.)
76'
GRAND TRUNK WESTERN R.R.
100'
Note "A"
Existing CBs To Be Abandoned, Plug Drain Openings and Fill CBs With Trench Backfill, Part of Item 14.
Property Line
Catch Basin, Item 9
S. ROCKWELL ST.
8" DC
Plug
See Sheet No.

**License Agreement Authorized Between City and Grand Trunk Western Railway Co., Inc., for Necessary Installation and Maintenance of California Avenue Auxiliary Sewer Outlet.**

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 Mayor is authorized to execute, the City Clerk to attest and the Commissioner of Sewers to execute upon approval of the Corporation Counsel as to form and legality, a certain easement agreement between the City of Chicago and Grand Trunk Western Railroad Company, Incorporated, whereby, in consideration of the sum of Two Hundred Ten Dollars ($210.00) for the first ten year period and the sum of Ten Dollars ($10.00) for each additional ten year period or fraction thereof Grand Trunk Western Railroad Company, Incorporated does grant to the City permission and authority to install, maintain and use a ten-foot diameter sewer in and through Grand Trunk Western Company, Incorporated property on the line of South Rockwell Street, commencing north of the north line of West 48th Street and continuing south to a point south of West 50th Street.

[Easement Agreement printed on pages 15581 through 15584 of this Journal.]

SECTION 2. 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

---

**Authority Granted for Execution of Grant of Easement from City to I.D.O.T. for Ramp Construction in Conjunction with the North Lake Shore Drive Project.**

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

WHEREAS, The Illinois Department of Transportation in connection with its North-Lake Shore improvement proposes to reconstruct a ramp off Lake Shore Drive to Illinois Street and Streeter Drive; and

WHEREAS, The Public Building Commission of Chicago is in title to the land over which said ramp will run subject to a reversionary interest in the City of Chicago; and

WHEREAS, The Public Building Commission Board has approved a grant of easement to the State of Illinois, Department of Transportation over said area, subject to concurrence by the City of Chicago; and

WHEREAS, This body has been advised by the Department of Public Works of the City of Chicago of the benefit accruing to the City by the proposed ramp construction; now, therefore,

(Continued on page 15585)

# UNDERGROUND FACILITY

Form G. T. R. 3976

MEMORANDUM OF LICENSE AND AGREEMENT, effective the 14th day of December, 19 82, by and between GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan Corporation - hereinafter called the "Licensor," of the first part, and CITY OF CHICAGO, a Municipal Corporation - 320 North Clark Street, Chicago, Illinois 60610 hereinafter called the "Licensee," of the second part.

WHEREAS, the Licensee desires permission to install, maintain and use a 133' of 10' diameter concrete sewer in tunnel

upon, along and (or) across and underneath the surface of the premises and right of way of the Licensor at Chicago, Mile Post 7.36, County of Cook, State of Illinois, at the location hereinafter described, and

WHEREAS, the Licensor is willing to grant the Licensee such permission upon the terms and conditions hereinafter contained,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. The Licensor will permit the Licensee, upon the terms and conditions hereinafter set forth, and not otherwise, to install, maintain and use the facilities aforesaid at the point, County and State aforesaid, and in the location indicated on the attached ~~blue print~~ Plan L-6033 which is hereby made a part hereof.

2. Said facilities shall be installed, maintained, renewed, repaired and removed by the Licensee at its sole cost and expense, and shall be installed at a depth of not less than 27 feet below the base of the rails of the Licensor's tracks, and shall be provided with such appliances for safety as are usual and proper in such cases.

3. All work herein contemplated to be done by the Licensee shall be done, and the said facilities shall be maintained in a perfect condition of repair, to the entire satisfaction of the Chief Engineer of the Licensor, and when any work hereunder is completed, the Licensor's property and right of way will be left in a neat, smooth and level condition.

4. If at any time the Licensor shall change the present grade of its track or tracks over said facilities hereby licensed, or make any other changes or additions to its tracks or facilities at said point, which it hereby reserves the right to do, the Licensee, at its own expense, agrees to lower said facilities so that said facilities shall always be maintained not less than the required depth below the base of the rails of said tracks, or to remove the same, or to perform any other work made necessary by reason of such changes or additions and so that said facilities will not interfere with the full use by the Licensor of its property and right of way at said point.

5. No work of installing, maintaining, repairing or removing said facilities shall be done until the Licensor shall have had sufficient prior notice of at least ~~forty-eight (48) hours~~ *Seventy-two (72) hours' advance notice (excluding Saturdays, Sundays and Holidays) to send its inspector to the place where said work is to be performed, under whose inspection all such work shall be done at any and all times when deemed necessary by the Licensor, provided, however, that in case of emergency arising out of breaks in said facilities any necessary repairs may be made without the necessity of the notice above provided for but on the express understanding that immediate notice of such emergency shall be given to the Licensor and that all such repairs so made shall be subject to the approval and acceptance of the Superintendent of the Licensor in charge of that territory, and on the further understanding that the lines of railroad of the Licensor at all times shall be kept open for traffic, and the Licensee will pay to the Licensor the entire cost and expense incurred by the Licensor in caring for, protecting and supporting its track or tracks during the performance of any work herein contemplated, and all other expenses necessarily incurred by the Licensor on account of the installation, maintenance, renewal, repair, or use of said facilities, or the removal of the same from the right of way and premises of the Licensor.

6. It is agreed that if the Licensee has the work herein provided for performed by a contractor, that the dealings of the contractor with the Licensor shall be handled through the Licensee and not directly with the Licensor and that any contract made with a contractor relative to said work shall be subject to all the terms of this license and agreement.

7. The Licensee assumes and will bear and pay all loss, injury or damage to person or property of the Licensor, employees of the Licensor, Licensee, employees of the Licensee, or third parties, which may result from, grow out of, or be attributable to any cause whatsoever in connection with the permit herein given, or arising from breaks in said facilities as a result of either the weight of or vibration or derailment of passing trains, cars or engines on the track or tracks of the Licensor, or otherwise, or arising from installing, maintaining, repairing, renewing or removing said facilities, or from a failure to maintain, repair and renew the same, and the Licensee hereby undertakes and agrees to indemnify and save the Licensor harmless of and from all responsibility and liability so assumed by it, the Licensee, and from all costs and expense arising from, growing out of, or in any manner attributed thereto, whether caused by the negligence of the Licensor, its agents, employees, or otherwise. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for such loss, injury or damage, the Licensee will, upon notice from the Licensor, settle, adjust or defend the same at its sole cost and expense and without expense to the Licensor, and will pay any judgment rendered therein together with costs of court.

Addendum "A" to License Agreement effective December 14, 1982 between Grand Trunk Western Railroad Company and City of Chicago.

12. If Licensor has no inspector and/or flagman available at the time notice is given pursuant to Clause 5, Licensee will NOT proceed with any work involving the licensed premises until the proper personnel can be assigned.

13. It is understood and agreed that inasmuch as the exercise of the privileges herein licensed will be extra-hazardous, the Licensee, at his own cost and expense, agrees to furnish to the Licensor a certified suitable policy of insurance upon terms acceptable to and first approved of by the Licensor, protecting the Licensor in or conditioned upon the performance by the Licensee of its undertaking of indemnity set forth in Paragraph "7", and such policy to insure or protect the Licensor against the risks under said undertaking of indemnity as follows:

| | |
|---|---|
| Bodily Injury Liability | $1,000,000.00 single limits |
| Property Damage Liability | $1,000,000.00 single limits |

It is further understood and agreed that the Contractual Liability Insurance will apply during the time of construction and at any time the Licensee requires to perform any work on the 133' of 10' diameter concrete sewer covered by this License Agreement.

14. It is further understood and agreed between the parties hereto that Clause 8. and Clause 9. have been deleted from this license agreement.

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan Corporation -

By_____
Its - Manager of Real Estate & Tax

Dated this_____day of_____,19___.

ATTEST :

_____
City Clerk

CITY OF CHICAGO

_____
Mayor

Approved as to Form and
Legality:

_____
Corporation Counsel

_____
Commissioner of Sewers

_____
Comptroller

Addendum "A" to License Agreement effective December 14, 1982 between Grand Trunk Western Railroad Company and City of Chicago.

12. If Licensor has no inspector and/or flagman available at the time notice is given pursuant to Clause 5, Licensee will NOT proceed with any work involving the licensed premises until the proper personnel can be assigned.

13. It is understood and agreed that inasmuch as the exercise of the privileges herein licensed will be extra-hazardous, the Licensee, at his own cost and expense, agrees to furnish to the Licensor a certified suitable policy of insurance upon terms acceptable to and first approved of by the Licensor, protecting the Licensor in or conditioned upon the performance by the Licensee of its undertaking of indemnity set forth in Paragraph "7", and such policy to insure or protect the Licensor against the risks under said undertaking of indemnity as follows:

| | |
|---|---|
| Bodily Injury Liability | $1,000,000.00 single limits |
| Property Damage Liability | $1,000,000.00 single limits |

It is further understood and agreed that the Contractual Liability Insurance will apply during the time of construction and at any time the Licensee requires to perform any work on the 133' of 10' diameter concrete sewer covered by this License Agreement.

14. It is further understood and agreed between the parties hereto that Clause 8. and Clause 9. have been deleted from this license agreement.

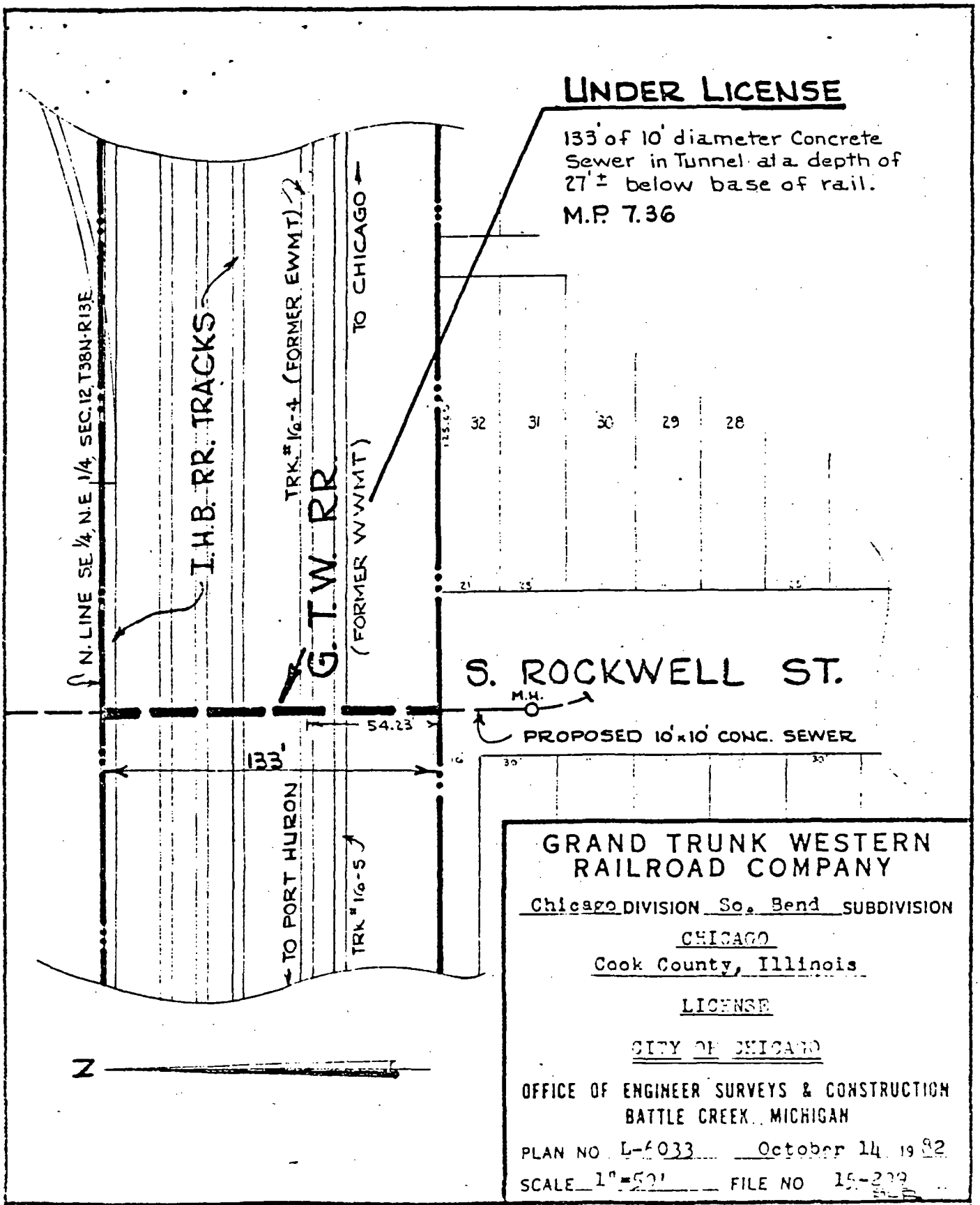
GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan Corporation -

By _____
Its - Manager of Real Estate & Tax

CITY OF CHICAGO,
a Municipal Corporation -

By X _____
Its -

Dated this _____ day of _____, 19 .


UNDER LICENSE
133' of 10' diameter Concrete Sewer in Tunnel at a depth of 27'± below base of rail.
M.P. 7.36
N. LINE SE ¼, N.E. ¼, SEC. 12, T38N-R13E
I.H.B. RR. TRACKS
TRK. #16-4 (FORMER EWMT)
G.T.W. RR
(FORMER WWMT)
TO CHICAGO
TO PORT HURON
TRK. #16-5
S. ROCKWELL ST.
M.H.
PROPOSED 10'x10' CONC. SEWER
54.23'
133'
32
31
30
29
28
GRAND TRUNK WESTERN RAILROAD COMPANY
Chicago DIVISION So. Bend SUBDIVISION
CHICAGO
Cook County, Illinois
LICENSE
CITY OF CHICAGO
OFFICE OF ENGINEER SURVEYS & CONSTRUCTION
BATTLE CREEK, MICHIGAN
PLAN NO L-6033 October 14 1982
SCALE 1"=50' FILE NO 15-209
BOUNDARIES OF G. T. W. R.R. CO.
SEWER UNDER LICENSE
ENGINEER OF SURVEYS AND CONSTRUCTION

(Continued from page 15580)

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

SECTION 1. An easement agreement for a proposed ramp as described below and substantially in the following form is hereby approved.

[Easement Agreement printed on pages 15586 through 15590 of this Journal.]

SECTION 2. This ordinance shall be effective immediately upon the passage thereof.

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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

---

**City Comptroller Authorized to Execute Lease Agreement from State of Illinois for Storage of Salt at No. 4200 N. Oak Park 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. That the City Comptroller is authorized to execute on behalf of the City of Chicago a lease from the State of Illinois/Illinois Department of Central Management Services, for vacant land located at the Chicago-Read Mental Health Center, No. 4200 North Oak Park Avenue; such lease to be approved by the Commissioner of the Department of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 15591 of this Journal.]

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

Riders "A" and "B" attached to this ordinance read as follows:

Rider "A"

Notification Provision

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon Lessee, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid addressed to the Lessee at the premises, and in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said location.

(Continued on page 15592)

THIS INDENTURE, made and entered into this _____ day of _____, A.D., 198__, by and between the Public Building Commission of Chicago, and the City of Chicago, Municipal Corporations organized and existing under and by virtue of the laws of the State of Illinois, hereinafter known as "Grantor" and the people of the State of Illinois, Department of Transportation, hereinafter referred to as "State".

WITNESSETH

That for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby give and grant inperpetuity to the State a permanent easement for construction, maintenance, operation, repair and replacement of a roadway structure and related appurtenances upon, under and across the following described property:

See Attached Legals

As shown on "Exhibit A" attached hereto and made a part thereof:

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Public Building Commission of Chicago

by: _____
Chairman

ATTEST: _____
Assistant Secretary

State of Illinois )
County of Cook ) SS

I, _____ a Notary Public in and for the County and State aforesaid, do hereby certify that _____ and _____, Chairman and Assistant Secretary, respectively, of the Public Building Commission of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of the Public Building Commission of Chicago, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this _____ day of _____, A.D., 198__.

_____
Notary Public

My Commission Expires _____

City of Chicago a Municipal Corporation

by: _____
Mayor

ATTEST: _____
City Clerk

Approved as to form and legality
Subject to proper execution thereof:

_____
Assistant Corporation Counsel

October 17, 1980

PARCEL 13-a

That part of Lot 7 in Chicago Dock and Canal Company's Peshtigo Dock Addition in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

Beginning at a point on South line of a strip of land 74 feet in width now used as East Illinois Street which is 312.70 feet East of the West line and 366 feet South of the North line of said Lot 7 and running thence East along said South line having a bearing of North 89 degrees 43 minutes 30 seconds East(assumed)a distance of 40.181 feet;thence South along a line having a bearing of due South a distance of 79.802 feet;thence continuing south along a line bearing South 1 degree 18 minutes 52 seconds West 74.718 feet to the South line of said Lot 7; thence West along said South line having a bearing of South 89 degrees 9 minutes 7 seconds West a distance of 31.185 feet;thence North along a line having a bearing of North 0 degrees 14 minutes 15 seconds West, being a line which is 145 feet East of and parallel with a line drawn from a point on the South line of aforementioned 74 foot strip of land used for East Illinois Street which point is 173.70 feet East of the West line of said Lot 7 to a point on the South line of said Lot 7 which is 173.98 feet East of the Southwest corner of said Lot 7, a distance of 7.15 feet; thence West along a line having a bearing of South 89 degrees 43 minutes 30 seconds West, which is a line 147.68 feet South of and parallel with the South line of aforesaid 74 foot strip, a distance of 6 feet;thence North along a straight line a distance of 147.68 feet to the point of beginning.

September 24, 1980

PARCEL 13-b

That part of the North half of the Ogden Slip lying South of Lot 7 in Chicago Dock and Canal Company's Peshtigo Dock Addition in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

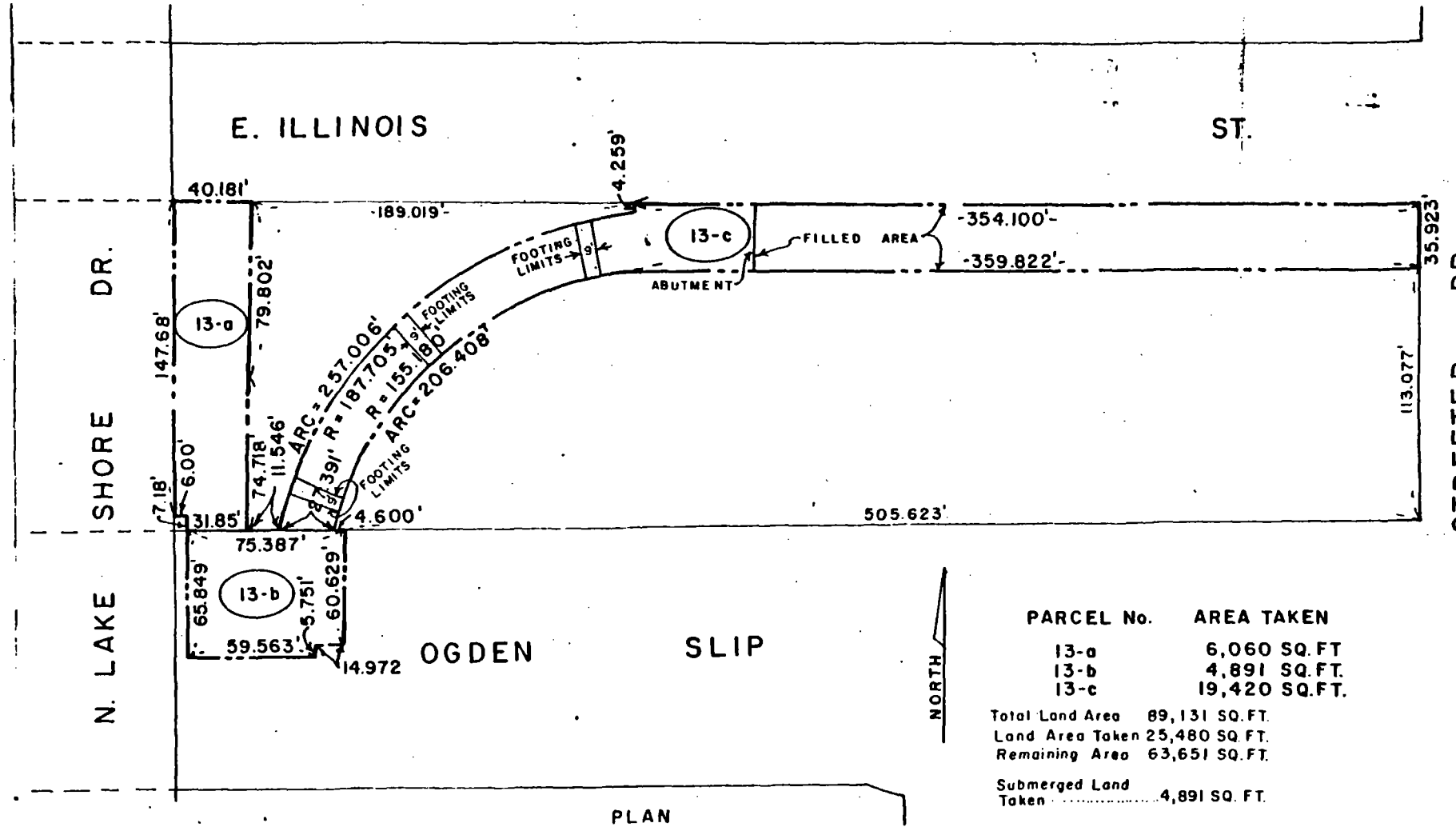
Beginning at a point on the South line of said Lot 7 which is 318.99 feet East of the Southwest corner of said Lot 7;thence continuing East along said South line having a bearing of North 89 degrees 9 minutes 7 seconds East (assumed)a distance of 75.387 feet;thence South along a straight line having a bearing of 0 degrees 14 minutes 11 seconds East a distance of 60.629 feet; thence West along a straight line having a bearing of South 89 degrees 45 minutes 49 seconds West a distance of 14.972 feet;thence Southwesterly along a straight line having a bearing of South 8 degrees 13 minutes 42 seconds West a distance of 5.751 feet to the center line of aforesaid Slip;thence West along the aforesaid center line having a bearing of South 89 degrees 26 minutes 23 seconds West a distance of 59.563 feet;thence North along a straight line a distance of 65.849 feet to the point of beginning.

September 24, 1980

PARCEL 13-c

That part of Lot 7 in Chicago Dock and Canal Company's Peshtigo Dock Addition in Section 10. Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

Beginning at the point of intersection of the South line of the North 366 feet of said Lot 7, being also the South line of East Illinois Street and the East line of the West 900 feet of said Lot 7; thence West along the South line of East Illinois Street having a bearing of South 89 degrees 43 minutes 30 seconds West (assumed) a distance of 354.100 feet; thence South along a straight line bearing South 0 degrees 16 minutes 23 seconds East a distance of 4.259 feet to a point on a curve; thence Westerly and Southwesterly along a curve convex to the Northwest with a radius of 187.705 feet an arc distance of 257.006 feet, with a chord length of 237.396 feet and a bearing of South 50 degrees 30 minutes 7 seconds West to a point on the South line of said Lot 7; thence East along the South line of said Lot 7 having a bearing of North 89 degrees 9 minutes 7 seconds East a distance of 27.391 feet to a point on a curve; thence Northerly and Northeasterly along a curve convex to the Northwest with a radius of 155.180 feet an arc distance of 206.408 feet and a chord distance of 191.525 feet and a bearing of North 51 degrees 37 minutes 15 seconds East to a point of tangency; thence East along a straight line having a bearing of North 89 degrees 43 minutes 36 seconds East a distance of 359.822 feet to a point on the East line of the West 900 feet of said Lot 7; thence North along the East line of aforesaid West 900 feet a distance of 35.923 feet to the point of beginning.




| PARCEL No. | AREA TAKEN |
|---|---|
| 13-a | 6,060 SQ. FT |
| 13-b | 4,891 SQ. FT. |
| 13-c | 19,420 SQ. FT. |

Total Land Area 89,131 SQ. FT.
Land Area Taken 25,480 SQ. FT.
Remaining Area 63,651 SQ. FT.

Submerged Land Taken ..... 4,891 SQ. FT.

EXHIBIT "A"

This Agreement, Made this ..... day of .....
A. D. 19 , between State of Illinois/Illinois Department of Central Management Services
....., as Lessor ,
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: on the ground of the Chicago Read Mental Health Center located at 4200 North Oak Park Avenue to be used for the sole purpose of storing road salt.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 19 82, and ending on the 30th day of June A. D. 1983. Lessee has the right to terminate this lease.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of One Dollar ($1.00) Dollars per year payable in advance by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Additional Responsibilities
See Rider "B" Attached
Hereto and Made A Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.
Approved as to form and legality, except
as to property description and execution.

Signature forms omitted for printing purposes

(Continued from page 15585)

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, to Illinois Department of Central Management Services, William C. Stratton Bldg., Room 503, Springfield, Illinois.

Rider "B"

Additional Responsibilities

The State of Illinois, acting through its Department of Central Management Services (CMS) and the Department of Mental Health and Developmental Disabilities (DMHDD), the present user of Chicago State Hospital, Chicago, Illinois (CSH) Grant to the City of Chicago, in consideration of the Department of Streets and Sanitation of said City spreading salt on the grounds of CSH during the winter of 1981-82, as needed, a license to use a designated area of the grounds of CSH for the sole purpose of storing road salt during the period of November 1, 1982 to June 30, 1983.

The City of Chicago agrees to at all times indemnify and hold harmless the State of Illinois, CMS and DMHDD against all claims, demands, or causes of action arising out of any loss or damage to property or injury or death which may be due in any manner to the use, maintenance, or state of repair of the designated salt storage area located on the grounds of CSH.

The City of Chicago further agrees with the State of Illinois, CMS and DMHDD that the City will fully reimburse the State of Illinois, CMS and DMHDD for all damage to the property on which the salt storage area is located or any damage which may result from hauling of salt or any other materials or from damages arising from the maintaining, repairing, operating or removal of the salt storage area.

Finally, the City of Chicago agrees to remove all salt from the premises of CSH by the expiration of the period of this license.

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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

---

**City Comptroller Authorized to Execute Leases of Certain Property for Municipal Purposes.**

The Committee on Finance submitted four proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use by City Departments and Agencies.

On separate motions made by 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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

*The Department of Health.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from the Chicago Investment Corporation as agent for Beneficiaries of American National Bank and Trust Company, Trust No. 46636, for approximately 2,768 square feet of office space at 185 North Wabash Avenue, for use by the Department of Health; such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 15594 of this Journal.]

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

Riders "A", "B" and "C" attached to this ordinance read as follows:

RIDER "A"

Notification Provisions

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

RIDER "B"

Rental Payment Provision

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Two Thousand One Hundred Ninety-one and 33/100 ($2,191.33) Dollars for a period beginning on the 1st day of January, 1983 and ending on the 31st day of December, 1983;

Two Thousand Three Hundred Six and 66/100 ($2,306.66) Dollars for a period beginning on the 1st day of January, 1984 and ending on the 31st day of December, 1984;

Two Thousand Four Hundred Twenty-two and no/100 ($2,422.00) Dollars for a period beginning on the 1st day of January, 1985 and ending on the 31st day of December, 1985.

Rent is payable in advance of the 1st day of each calendar month by the office of the City Comptroller.

RIDER C

Lessor and Lessee Responsibilites

Lessor Under This Lease Shall:

(Continued on page 15595)

This Agreement, Made this ..... day of .....

A. D. 19 , between Chicago Investment Corporation As Agent for Beneficiaries of American National Bank and Trust Company Trust, Trust No. 46636, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 2,768 square feet, Room 901 at 185 North Wabash Avenue, used as office space and Mental Health Center by the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 19 83, and ending on the 31st day of December A. D. 1985. Lessee has the right to terminate this lease upon sixty (60) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Chicago Investment Corporation, 29 E. Madison, Chicago, IL 60602 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof.

For Rental Payment Provisions See Rider "B" Attached Hereto and Made A Part Hereof

Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor shall comply with provisions of the Municipal Building Code

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider "C" Attached Hereto and Made A Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.
Approved as to form and legality, except
as to property description and execution.

Signature forms omitted for printing purposes.

(Continued from page 15593)

Repair all broken windows prior to execution of lease.

Decorate entire premises prior to June 1, 1984.

Provide and pay for heat, maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide central air conditioning and maintain same for duration of lease.

Provide and pay for window washing once a year.

Provide elevator service Monday thru Friday.

Provide 24 hour security service Monday thru Friday.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the demised premises.

Provide and pay for janitorial service which includes the maintenance of interior and exterior of the building including all mechanical components.

Provide and pay for own custodial service which includes the daily cleaning of leased premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of $1,000,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at lease thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee Under This Lease Shall:

Provide and pay for electricity as metered for outlets, lights and air conditioning.

Lessor and Lessee Responsibilities

Additional Terms and Conditions:

In the event of breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor should fail to furnish any or the alterations, repairs or services as required by this lease, or fail to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its option make the necessary repairs or supply the maintenance or service itself or have the hazards or Building Code violations corrected and deduct the cost and expense thereon from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

*Department of Streets and Sanitation.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Chicago Dock and Canal Trust, a Business Trust, for approximately 150,000 square feet of space adjoining the North bank of the Chicago River to and including East North Water Street from North Lake Shore Drive bridge to West line of Lot 12 for storage of salt for the Department of Streets and Sanitation (except that part described on Rider "D" attached hereto); such lease to be approved by the Commissioner of the Department of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 15597 of this Journal.]

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

Riders "A", "B", "C" and "D" attached to this ordinance read as follows:

RIDER "A"

Lessor shall have the right to terminate this lease as of any date during the period beginning April 1 and ending October 31 of any year during the lease term upon giving Lessee not less than ninety (90) days prior written notice of such termination. The notice of termination (or copy thereof) shall be served on the following persons:

A. John L. Donovan
Commissioner
Department of Streets and Sanitation
City Hall, Room 700
Chicago, Illinois 60602

B. James F. Callahan
Deputy Commissioner
Bureau of Sanitation
City Hall, Room 704
Chicago, Illinois 60602

C. Laurie A. Cray
Assistant Comptroller, Real Estate
205 W. Randolph Street, Suite 1000
Chicago, Illinois 60606

RIDER "B"

Lessee shall pay rent for said premises during the continuance of this lease at the rate of $60,000 for the period April 1, 1983 to March 31, 1984; $60,000 for the period April 1, 1984 to March 31, 1985; and $60,000 for the period April 1, 1985 to March 31, 1986; said rent to be paid in advance by April 1st of each lease year.

RIDER "C"

The City of Chicago agrees that:

1. Rock salt material will be deposited at least 20 feet in distance from the existing dock walls and a barricade of suitable material will be erected between the rock salt material and the dock walls.

2. It will maintain the lease property and East North Water Street and take all necessary steps to protect adjacent property from damage from the rock salt material during the rental period.

(Continued on page 15598)

LEASE—Short Form Lease No. 13002 . Form C. O. No. 1B City of Chicago

This Agreement, Made this ..... day of .....

A. D. 19 , between Chicago Dock and Canal Trust, a Business Trust

....., as Lessor ,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 150,000 square feet of space adjoining the North bank of the Chicago River to and including East North Water Street from North Lake Shore Drive bridge to West Line of Lot 12 for storage of salt for the Department of Streets and Sanitation (except that part described on Rider "D" attached hereto)

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April A. D. 19 83, and ending on the 31st day of March A. D. 1986 . Lessee has the right to terminate this lease upon ninety (90) days prior written notice. For lessor's cancellation rights see Rider "A" attached hereto

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Chicago Dock & Canal Trust, %Wilson& McIlvaine,135 S. LaSalle St. Chiago,IL,Attn:F.A.Reichelderfe or at such other place as the Lessor from time to time in writing may appoint.

For Rental Payment Provisions See Rider "B" Attached Hereto

Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Lessee's Responsibilities See Rider "C"
Attached hereto

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

Approved as to form and legality, except as to property description and execution.

Signature forms omitted for printing purposes.

(Continued from page 15596)

3. At the termination of the rental period, it will restore the premises to its condition immediately prior to this agreement.

4. It will utilize the premises in such a manner that it will not interfere with the rights of other tenants of Chicago Dock and Canal to the use of common and/or adjacent facilities.

5. It will indemnify and save harmless the Chicago Dock and Canal Trust, and its agents and employees, at all times against any loss, damage, cost or expense by reason of a failure to comply with any of the above requirements or by reason of any accident, loss or damage resulting to person or property by reason of any use which may be made of the premises or by reason of any act or thing done or omitted to be done on the premises.

6. It will install a concrete pad and also agrees to remove the concrete pad from the property upon the termination of its lease.

7. It will park only the trucks and equipment belonging to the City of Chicago for the distribution of salt, and no other vehicles will be parked on said property.

8. The City of Chicago will at the termination of the Lease, at the request of the Chicago Dock and Canal Trust, remove all equipment from the leased premises and restore the leased premises to the same condition that exists at the date of the commencement of this Lease.

RIDER "D"

Description of Excluded Sign Property

That part of Lots 18 and 19 in The Chicago Dock and Canal Company's Resubdivision of its Subdivision of Original Water Lot 35 and accretions thereto in Kinzie's Addition to Chicago, reference being made to a plat of said Subdivision recorded in the Recorder's Office of Cook County, Illinois, in Book 19 of Plats, at Page 77, embraced in and bounded by a line described as follows:

Beginning at a point on the North line of said Lot 18, which point is 13.90 feet East of the west line of said Lot 18 and continuing East along the North line of said Lots 18 and 19 a distance of 93.36 feet to a point 7.26 feet East of the West line of said Lot 19; thence South along the West line of that part of said Lot 19 conveyed by the Chicago Dock and Canal Company to the Commissioners of Lincoln Park a distance of 40 feet; thence in a Southwesterly direction a distance of 60.72 feet along the Northwesterly line of that part of said Lots 18 and 19 conveyed to the Commissioners of Lincoln Park to a point which is 57 feet South of the North line of said Lot 18; thence North 17 feet to a point 40 feet South of the North line of said Lot 18; thence West 35 feet to a point which is 13.90 feet East of the West line of said Lot 18; thence North 40 feet to the place of beginning.

[Exhibit printed on page 15599 of this Journal.]

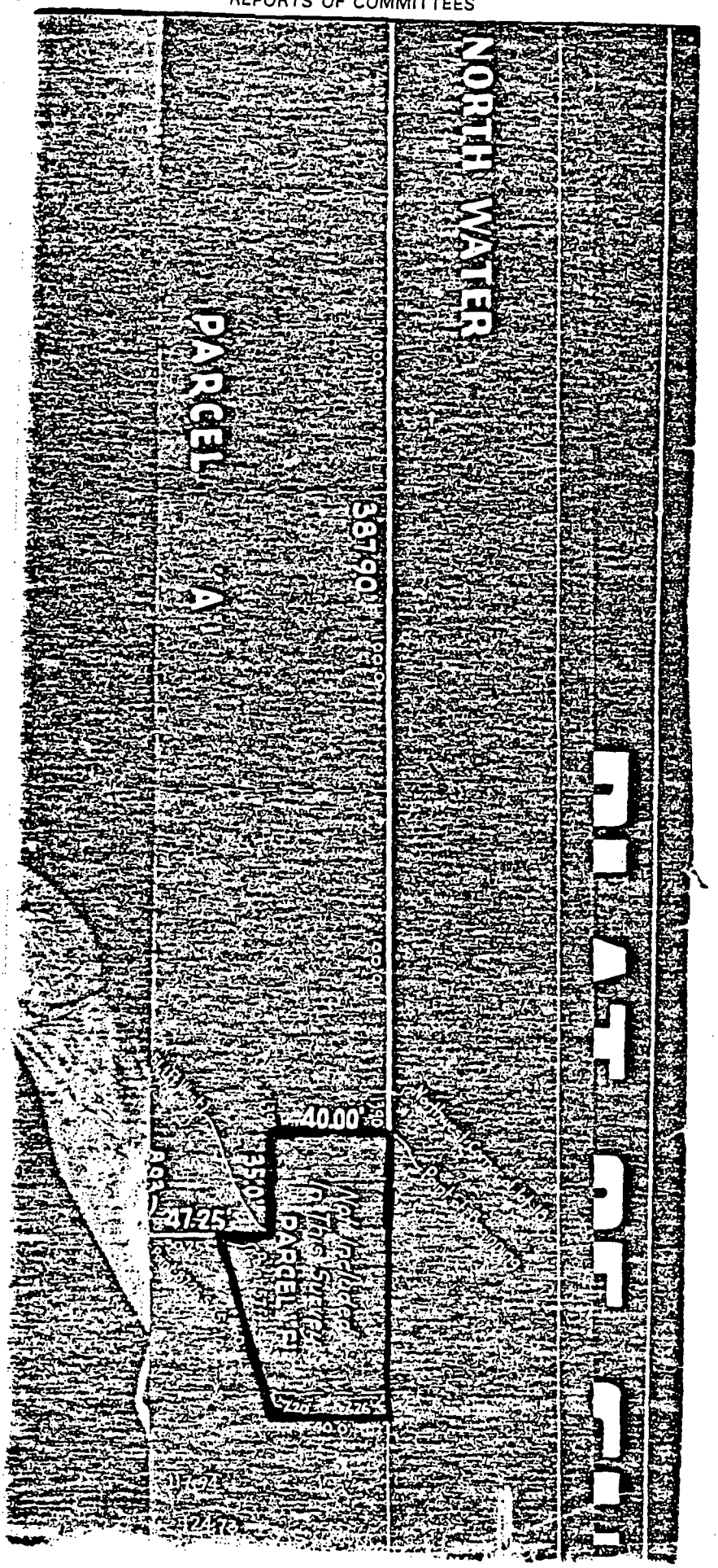
—

*Department of Consumer Services.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Donald W. Hackel (owner) d/b/a Hackel's Garage Corporation for garage space for parking ten (10) patrol cars at Nos. 7221-7245 South Exchange Avenue for use by the Department of Consumer Services, such lease to be approved by the Commissioner of Consumer Services and to be approved as to form and legality by the Corporation Counsel in the following form:

Continued on page 15600)


NORTH WATER
PARCEL "A"
387.90'
40.00'
47.25'
PARCEL "B"
RIVER

(Continued from page 15598)

[Lease attached to this ordinance printed on page 15601 of this Journal.]

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

Riders "A", "B" and "C" attached to this ordinance read as follows:

RIDER "A"

Notification Provisions

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

RIDER "B"

Rental Payment Provisions

Lessee shall pay rent for said premises during the continuance of this Lease at the rate of:

Three Hundred Sixty and No/100 ($360.00) Dollars for a period beginning on the 1st day of March, 1983 and ending on the 28th day of February, 1984;

Three Hundred Eighty and No/100 ($380.00) Dollars for a period beginning on the 1st day of March, 1984 and ending on the 28th day of February, 1985;

Four Hundred and No/100 ($400.00) Dollars for a period beginning on the 1st day of March, 1985 and ending on the 28th day of February, 1986;

Rent is payable in advance on the 1st day of each calender month by the office of the City Comptroller.

RIDER "C"

Lessor and Lessee Responsibilities

Lessor under this Lease shall:

Provide and pay for a 24-hour watchman service

Provide and pay for heat; maintain plant and equipment in good operable condition

Provide hot and domestic water and maintain plumbing in good operable condition

Provide and pay for electricity

Provide and maintain at all times workmen's compensation insurance, fire insurance, public liability insurance in the amount of $500,000 per occurrence and $500,000 aggregate bodily injury and $100,000 per ocurrence property damage; with the City to receive a certificate of insurance for said coverage prior to Lease execution. Said annual insurance coverage shall be renewed for each year during the term of this Lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to the annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

(Continued on page 15602)

)09 . Form C. O. No. 1B City of Chicago

This Agreement, Made this ..... day of .....

A. D. 19 , between Donald W. Hackel (owner) D/B/A Hackel's Garage Corporation

....., as Lessor ,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: garage space for parking ten (10) patrol cars at 7221-7245 South Exchange Avenue for the Department of Consumer Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 1983, and ending on the 28th day of February A. D. 1986. Lessee has the right to terminate this lease upon Thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Donald W. Hackel, D/B/A Hackel's Garage Corp., 7233 S. Exchange, Chicago, IL 60649 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof.

For Rental Payment Provisions See Rider "B" Attached Hereto and Made a Part Hereof.

Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee
See Rider "C"
Attached Hereto and Made a Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.

Approved as to form and legality, except
as to property description and execution.

Signature forms omitted for printing purposes

(Continued from page 15600)

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies

Lessee under this Lease shall:

Have access to premises including washrooms on a 24-hour basis

Additional Terms and Conditions:

In the event of breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this Lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this Lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

Lessor and Lessee Responsibilities

Additional Terms and Conditions:

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or, immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

—

*Department of Human Services, Service Center.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from the Chicago Home Missionary Church Extension Society for approximately 33,200 square feet at No. 1935 S. Halsted Street, for use as a community service center for the Department of Human Services; such lease to be approved by the Commissioner of the Department of Human Services and to be approved as to form and legality by the Corporation Counsel:

[Lease attached to this ordinance printed on page 15603 of this Journal.]

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

Riders "A", "B" and "C" attached to this ordinance read as follows:

RIDER "A"

Notification Provisions

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time

(Continued on page 15604)

Form C. O. No. 1B City of Chicago

This Agreement, Made this ..... day of .....

A. D. 19 , between The Chicago Home Missionary and Church Extension Society

..... , as Lessor ,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

**Witnesseth:** That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: the entire building (excluding the pool area) for a total of approximately 33,200 square feet for use as a community service center for the Department of Human Services located at 1935 S. Halsted.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1983, and ending on the 31st day of December A. D. 1984. Lessee has the right to terminate this lease upon sixty (60) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at c/o C.E. McKee, 77 W. Washington St., Rm. 1806, Chicago, Ill. 60602 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof. For Rental Payment Provisions See Rider "B" Attached Hereto and Made a Part Hereof Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee
See Rider "C"
Attached Hereto and Made a Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

**In Witness Whereof,** this lease is signed by or on behalf of the parties hereto the day and year first above written.
Approved as to form and legality, except
as to property description and execution.

Signature forms omitted for printing purposes.

(Continued from page 15602)

may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

RIDER "B"

Rental Payment Provision

Lessee shall pay rent for said premises during the continuance of this lease:

Three Thousand Eight Hundred Seventy-three and 34/100 ($3,873.34) Dollars for a period beginning January 1, 1983 through December 31, 1983;

Four Thousand Eleven and 67/100 ($4,011.67) Dollars for a period beginning January 1, 1984 through December 31, 1984.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller.

RIDER "C"

Lessor and Lessee Responsibilities

Lessor under this lease shall:

Undertake the following repairs prior to execution of lease:

Repair peeling front entry doors on the south end of the building.

Repair roof leak in gymnasium, facing Halsted Street.

Repair broken shut-off valves on the radiators.

Install burglar bars on the front door of premises.

Remove peeling paint in hallways, gymnasium, auditorium and lunchroom areas and spot paint within 120 days from execution of lease.

Provide and pay for heat, between the hours of 8 A.M. to 10 P.M. Monday through Friday and on Saturday, when necessary and maintain heating plant and equipment in good operable condition.

Provide and maintain sump pumps.

Provide and maintain elevator service.

Lock and secure swimming pool area from use of Lessee.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for janitorial service.

Maintain interior and exterior of building including all mechanical components of demised premises.

Comply with all provisions of Chicago Municipal Building Code in repair, construction and maintenance of the demised premises.

Pay all real estate taxes and other levies assessed against said premises with deadlines established by governmental taxing bodies.

Provide and maintain at all times public liablity insurance in the amount of not less than $500,000 per occurrence and $500,000 aggregate bodily injury and $250,000 per occurrence property damage; with the Lessee to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration

date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessor and Lessee Responsibilities

Lessee Under This Lease Shall:

Pay electricity as metered

Provide and pay for own custodial service

Provide and maintain gymnasium floor if gymnasium is used for athletic purposes

Provide and pay for exterminator service on a monthly basis or more often if required

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises

Provide and pay for any additional electricial service or renovation done on present interior electrical system

Provide and pay for repairs for damage to said premises caused by acts of vandalism which occur during hours of operation

Additonal Terms and Conditions:

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

In the event of breach of any of the covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to Lessor at the address cited herein. Failure or neglect of the Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

Lessor and Lessee Responsibilities

Additional Terms and Conditions:

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fail to remove and/or correct any fire hazards or health hazards or any violations of the Municipal Building Code not caused by acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

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**Acceptance of Bids for Purchase of City-Owned Property at Sundry Locations.**

The Committee on Finance submitted separate reports recommending that the City Council pass eight proposed ordinances transmitted therewith to authorize the acceptance of bids for purchase of City-owned property at sundry locations.

On separate motions by 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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

*Nos. 1519-1521 N. Mohawk St.*

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

SECTION 1. The City of Chicago hereby accepts the bid of M/D Ventures, an Illinois Partnership, 14 W. Erie Street, Chicago, Illinois 60610 to purchase for the sum of $34,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed December 18, 1981, page 8566 described as follows:

Lots 41 and 42 in Block 3 in Mark Skinner Subdivision of Blocks 2 and 3 and the West 33 Feet of Block 1 of State Bank of Illinois Subdivision of the North East quarter of the Northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 1519-1521 North Mohawk Street, Permanent Tax Nos. 17-04-109-015 and 016).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $3,400.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—

*No. 101 W. 95th St.*

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

SECTION 1. The City of Chicago hereby accepts bid of Hilton Humphrey, No. 11732 S. Parnell Avenue, Chicago, Illinois 60628, to purchase for the sum of $8,100.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed September 15, 1982, page 12164 described as follows:

Lot 1 in Block 3 in Parkin's Subdivision of the Northeast quarter of the Northeast quarter of the Northeast quarter and East half of the East half of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 9, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 101 West 95th Street, Permanent Tax No. 25-09-205-010).

Subject to special assessments.

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $810.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—

*No. 104 W. 95th St.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Hilton Humphrey, No. 11732 S. Parnell Avenue, Chicago, Illinois 60628, to purchase for the sum of $5,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed September 15, 1982, page 12164 described as follows:

Lot 6 (except that part thereof lying South of a line 54 feet North of the Parallel with the South line of said Section 4) in Block 8 in F. H. Bartlett's Wentworth Avenue and 95th Street Subdivision in the Southeast quarter of Section 4, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 104 West 95th Street, Permanent Tax No. 25-04-413-021).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $500.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—

*Nos. 108-112 W. 95th St.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Hiton Humphrey, No. 11732 S. Parnell Avenue, Chicago, Illinois, 60628, to purchase for the sum of $10,500.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed September 15, 1982, page 12165 described as follows:

Lots 8 and 9 (except that part of premises in question lying South of a Line 54 feet North of and parallel with South line of Section 4) of Block 8 in F. H. Bartletts Wentworth Avenue and 95th Street Subdivision of the Southeast quarter of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 108-112 West 95th Street, Permanent Tax Nos. 25-04-413-018 and 019).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $1,050.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*Nos. 6357-6361 S. Normal Av.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Mt. Moriah Missionary B. Church, No. 6352 S. Eggleston Avenue, Chicago, Illinois, 60621, to purchase for the sum of $5,100.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed September 15, 1982, page 12160 described as follows:

Lots 25 and 26 in Block 2 in University Subdivision of Englewood being a Subdivision of the East 35 Acres of the North 70 Acres of the Northwest quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 6357-6361 South Normal Avenue, Permanent Tax Nos. 20-21-106-012, 013 and 014).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $510.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—

*Nos. 533-539 N. Ogden Av./Nos. 1210-1212 W. Race St.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Rosanne Cozzo, No. 530 N. Racine Avenue, Chicago, Illinois, 60622, to purchase for the sum of $6,600.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 15, 1982, page 12952 described as follows:

Lots 37 and 38 (except from said lots that part thereof lying North of a line drawn through a point on the South line of West Ohio Street 26.34 feet West of the West line of North Racine Avenue and through a point on the North line of Sinnott Place, 157.07 feet West of the West line of North Racine Avenue) in Block 3 in Hambleton's Subdivision of Lot "E" in Circuit Court Partition of the East half of the Northwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 533-539 N. Ogden/1210-1212 W. Race Avenues, Permanent Tax No. 17-08-127-005 and 006).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $600.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—

*No. 5517 S. Racine Av.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Freeman Heard, No. 1151 W. Garfield Boulevard, Chicago, Illinois, 60621, to purchase for the sum of $3,250.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed September 15, 1982, pages 12160-12161 described as follows:

Lot 11 in Block 2 in Snydacker's Subdivision of the West half of the Northwest quarter of the Northeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 5517 S. Racine Avenue Permanent Tax No. 20-17-200-209).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $325.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—

*No. 5525 S. Racine Av.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Freeman Heard, No. 1151 West Garfield Boulevard, Chicago, Illinois, 60621, to purchase for the sum of $3,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed September 15, 1982, page 12161 described as follows:

Lot 14 in Block 2 in Snydacker's Subdivision of the West half of the West half of the Northeast quarter of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 5525 S. Racine Avenue, Permanent Tax No. 20-17-200-012).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $300.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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**Bid Rejected and City Comptroller Authorized to Re-Advertise for Sale Parcel of City-Owned Property at Nos. 5677 N. Ridge Av./1234-1250 W. Hollywood Av.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith to reject a bid for City-owned property at Nos. 5677 N. Ridge Avenue/1234-1258 W. Hollywood Avenue.

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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago hereby rejects the bid of George Johnson, No. 1245 W. Early Avenue, Chicago, Illinois 60660 to purchase for the sum of $3,500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed September 15, 1982 page 12162.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required of the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> That part of Lots 4 and 5 described as follows: Beginning at the most Northwesterly corner of said Lot 5; thence Southwesterly along the Northwesterly line to a point 16 feet Northeasterly of the most Southwesterly corner of said Lot 5; thence Northeasterly along a straight line to a point on the Northeasterly line of said Lot 4, 20 feet Southeasterly of the most Northwesterly corner of said Lot 4; thence Northwesterly along the Northeasterly line of Lots 4 and 5 to the point of beginning all in Block 7 in Cairnduff's Addition to Edgewater, a Subdivision of

part of the East 1/2 of the Southwest Quarter of Section 5, Township 49 North, Range 74 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 5677 N. Ridge Avenue/1234-1258 W. Hollywood Avenue, Permanent Tax Nos. 14-05-323-024 and 025).

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

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

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**City Comptroller Authorized to Advertise for Sale City-Owned Property Located at No. 326 S. Spaulding St.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to advertise for sale specified City-owned property located at No. 326 S. Spaulding Street.

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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

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

SECTION 1. The City Comptoller is authorized to advertise for sale the following parcel of improved 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 27 in Scott's Addition to Chicago, said addition being a Subdivision by Isaac Scott of the Northwest quarter of the Southeast quarter of the Northeast quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 326 S. Spaulding Street, Permanent Tax No. 16-14-220-017).

Subject to 1972 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.

**Allocation of M.F.T. Funds Increased for Traffic Control Signals at Intersection of N. Damen and W. Devon Aves.**

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 ordinance passed by the City Council of the City of Chicago on April 22, 1981 on page 5976 of the Journal of the Proceedings of said date, authorizing and directing the Commissioner of Streets and Sanitation to install traffic signals, is hereby amended as follows:

| *Location* | *Estimated Cost* |
|---|---|
| North Damen and West Devon Avenues<br>M.F.T. Project No. 1718<br>Section: Damen Avenue 2829 | |
| Actual amount appropriated by the City Comptroller | $ 75,000.00 |

Be and the same is hereby amended as follows:

| | |
|---|---|
| By deleting the Estimated Cost of | 75,000.00 |
| And inserting in lieu thereof the amending amount of | 81,940.34 |

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax Project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, any remaining Motor Fuel funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The Operating Department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the Regional Transportation Engineer for the Northeast Region of said Department of Transportation.

SECTION 7. 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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**Allocation of M.F.T. Funds Authorized for New Street Construction in Specified Locations.**

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 and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Million Four Hundred Forty-five Thousand ($1,445,000.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1978-12, M.F.T. Project No. 78-05029-00-PV, in the construction of the following new streets:

N. Ozanam Ave. -- W. Farragut Ave. to W. Summerdale Ave.
N. Overhill Ave. -- W. Foster Ave. to W. Farragut Ave.
N. Overhill Ave. -- W. Berwyn Ave. to W. Balmoral Ave.
W. Farragut Ave. -- N. Canfield Ave. to N. Oriole Ave.
W. Berwyn Ave. -- N. Canfield Ave. to N. Oriole Ave.
W. Summerdale Ave. -- N. Canfield Ave. to N. Oriole Ave.

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend from said fund any sum necessary for all work in connection with the construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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**Allocation of M.F.T. Funds Authorized for Installation of Traffic Control Signals at Intersection of N. Kedzie Av. and W. Howard St.**

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. Authority is hereby given to the Commissioner of Streets and Sanitation to install traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

| *Intersection* | *Estimated Cost* |
|---|---|
| N. Kedzie Avenue and W. Howard Street | $90,000.00 |

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax Project or Motor Fuel Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The Operating Department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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**Authority Granted for Issuance of License Fee Exemption for Church Home Located at No. 5445 S. Ingleside 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. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Church Home, No. 5445 S. Ingleside Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1983.

SECTION 2. 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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**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 18, 1983, sundry proprosed 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* |
|---|---|---|
| Booth Memorial Hospital<br>No. 5040 N. Pulaski Rd. | C2-141580<br>(Refrg.) | $ 87.00 |
| | A1-111774<br>(Elev.) | 69.00 |
| Chase House, Inc.<br>No. 211 S. Ashland Blvd. | A1-003954 | 23.00 |
| | A1-009186 | 23.00 |
| | A1-105566 | 23.00 |
| | A1-703893 | 19.00 |
| | A1-712975 | 19.00 |
| | A1-911745<br>(Elev.) | 23.00 |
| | F4-913152<br>(Mech. Vent.) | 10.00 |
| Chicago Youth Centers<br>No. 611 W. Adams St. | A1-211139<br>(Elev.) | 23.00 |
| Edgewater Hospital<br>No. 5700 N. Ashland Av. | B4-200600<br>(Bldg.) | 46.00 |
| Guardian Angel Day Nursery<br>No. 4600 S. McDowell Av. | A1-211290<br>(Elev.) | 23.00 |
| Norwood Park Home<br>No. 6016 N. Nina Av. | F4-230191<br>(Mech. Vent.) | 102.50 |

| | | |
|---|---|---|
| Resurrection Hospital<br>No. 7435 W. Talcott Av. | B4-200594<br>(Bldg.) | $ 126.50 |
| The Salvation Army<br>No. 7225 W. Belmont Av. | F4-923091<br>(Mech. Vent.) | 10.00 |
| St. Alphonsus Church<br>No. 1429 W. Wellington Av. | P1-114856<br>P1-101327<br>(Fuel Burn. Equip.) | 85.00<br>140.00 |
| St. Anne Hospital<br>No. 4950 W. Thomas St. | B4-200227<br>B4-200577<br>B4-200582<br>B4-200591<br>B4-200596<br>B4-200598<br>(Bldg.) | 149.50<br>57.50<br>57.50<br>46.00<br>80.50<br>46.00 |
| The University of Chicago<br>No. 5801 S. Ellis Av. | P1-208444<br>P1-208529<br>P1-208622<br>(Fuel Burn. Equip.)<br>B1-210804<br>B1-212073<br>B4-200515<br>B4-200516<br>B4-200517<br>B4-200519<br>B4-200520<br>B4-200521<br>B4-200522<br>B4-200523<br>B4-200569<br>B4-200570<br>B4-200571<br>(Bldg.) | 20.00<br>60.00<br>110.00<br><br>34.50<br>46.00<br>253.00<br>80.50<br>46.00<br>57.50<br>80.50<br>57.50<br>34.50<br>57.50<br>23.00<br>46.00<br>57.50 |

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

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

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost*.

---

**Authority Granted for Laying Water Mains in S. Canalport Av. from W. Cermak Rd. to S. Sangamon St.**

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

*Ordered*, That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

South Canalport Avenue from West Cermak Road to South Sangamon Street--Installation of 570 feet of 8-inch ductile water main

at the estimated cost of $68,013.00, chargeable to the Department of Sewers -Reimbursement.

The above work to be done under Order No. 37353.

On motion of Alderman Frost, 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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**Acceptance of Agreed Settlement Authorized for Acquisition of Property Necessary for Division Street Bridge Reconstruction Project.**

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

*Ordered,* That the recommendations of the Commissioner of Public Works contained in his communication of December 13, 1982, recommending the approval of the stipulated settlement in connection with the acquisition of property for the construction of the Division Street Bridge over the North Branch of the Chicago River as hereinafter listed, are hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners, the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from Fund 515-0259-352.

| *Parcel* | *Address* | *Amount* |
|---|---|---|
| 4 | 1200 W. Branch Street<br>(Northwest corner of Division Street) | $ 11,300.00 |

On motion of Alderman Frost, 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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***Acceptance of Judgment Order Authorized for Acquisition of Property for West Lawn Branch Library.***

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

*Ordered,* That the Corporation Counsel in accordance with its recommendation of January 11, 1983, is hereby authorized to acquire the following described property needed for the West Lawn Branch Library, to wit:

Lot 20 in Block 1 of Burrow's Subdivision of the South ½ of the Southeast ¼ of the Southeast ¼ of Section 15, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

in the amount of Fifty-six Thousand and no/100 Dollars ($56,000.00), plus statutory interest from the date of the Judgment Order to the date of deposit, and $27.00 court costs; and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers to the County Treasurer of Cook County, Illinois, and pay the amount when approved by the Corporation Counsel from appropriations made from Fund 471-6118-610.

On motion of Alderman Frost 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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**Authority Granted for Payments for 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to issue warrants, in conformity with 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. 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 the Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| *Employee Name* | *Rank* | *Unit of Assignment* | *Date Injured* | *Voucher Total* |
|---|---|---|---|---|
| Aguinaga, Frank L. | PO | Marine Unit | 06/28/82 | $ 9,090.30 |
| Ahern, James, F. | PO | Third District | 10/24/81 | 269.00 |

| | | | | |
|---|---|---|---|---|
| Audette, Robert W. | PO | Eleventh District | 11/12/82 | $ 2,313.76 |
| Bucian, David E. | PO | Tenth District | 11/08/82 | 133.50 |
| Bond, Charles, A. | PO | Fourteenth District | 11/02/82 | 141.50 |
| Braband, Thomas A. | PO | Spec. Oper. Group-N. | 08/26/82 | 136.00 |
| Broderdorf, Ray E. | PO | Pub.Trans.-Mass Tra | 11/16/82 | 198.00 |
| Bronaugh, Roscoe S. | PO | Second District | 11/19/82 | 100.00 |
| Caluerone, James E. | PO | Spec. Oper. Group-N. | 09/11/82 | 129.10 |
| Campbell, Joseph M. | PO | Bomb/Arson Section | 09/04/82 | 40.00 |
| Campbell, William V. | PO | Fifth District | 09/25/82 | 97.50 |
| Cap, Walter K. | PO | Ninth District | 09/23/82 | 58.00 |
| Carbonaro, John J. | PO | Eighteenth District | 09/05/82 | 70.00 |
| Carbone, Edward | PO | Twentieth District | 11/14/82 | 123.70 |
| Cassidy, Arlyn | PO | Twenty-fifth District | 09/10/82 | 618.00 |
| Castillo, Carlos E. | PO | Thirteenth District | 07/22/82 | 63.00 |
| Cella, John A. | PO | Nineteenth District | 11/29/82 | 110.00 |
| Christian, Samuel T. | PO | Youth Div. Admin. | 11/02/82 | 68.00 |
| Christopher, William A. | PO | Eighth District | 09/23/82 | 72.50 |
| Clancy, Edward | PO | Sixth District | 11/19/82 | 226.20 |
| Clark, Howard J. | PO | Seventh District | 08/21/82 | 50.00 |
| Cochran, Willie B. | PO | Third District | 06/27/82 | 197.50 |
| Colello, Salvator F. | PO | Spec. Oper. Group-S. | 09/13/82 | 168.00 |
| Coleman, Major | PO | Sixth District | 11/30/82 | 222.00 |
| Conklin, Billie | PO | Fifteenth District | 09/14/82 | 94.00 |
| Coons, Michael | PO | Seventh District | 11/01/82 | 105.00 |
| Cucchiara, Joseph C. | PO | Sixteenth District | 11/15/82 | 123.00 |
| Cucchiara, Joseph C. | PO | Sixteenth District | 09/28/82 | 177.30 |
| Curry, Robert T. | PO | Pub. Housing Div.-N. | 11/04/82 | 214.00 |
| Cutrara, August S. | PO | Fifteenth District | 08/20/82 | 150.40 |
| Czapiewski, Thomas | PO | Seventeenth District | 09/21/82 | 146.50 |
| David, James C. | PO | Second District | 07/28/82 | 109.00 |
| Davis, William B. | PO | Twenty-fourth Dist. | 11/20/82 | 40.00 |
| Deierl, Ervin | PO | Sixteenth District | 11/15/82 | 121.80 |
| Delaney, Michael | PO | Canine Unit | 11/03/82 | 92.50 |
| Dempsey, Thomas M. | PO | Sixteenth District | 11/15/82 | 123.00 |
| Dertz, Lawrence R. | PO | Seventh District | 09/13/82 | 30.00 |
| Dewitte, Helen C. | PO | Fifteenth District | 11/04/82 | 129.00 |
| Dillon, James | PO | Vice Control Sect. | 11/20/82 | 116.50 |
| Ditkowsky, Marvin L. | PO | Nineteenth District | 10/02/82 | 41.00 |
| Doyce, Anthony F. | PO | Seventh District | 07/30/82 | 50.00 |
| Drozd, Virginia | PO | Pub.Trans.-Mass Tra | 09/02/82 | 70.00 |
| Edwards, James E. | PO | Third District | 10/28/82 | 200.00 |
| Elliot, John | PO | Pub. Trans.-Mass Tra | 09/26/82 | 137.50 |
| Ellis, Leonard C. | PO | Second District | 10/29/82 | 119.20 |
| Ferrer, Ramon | PO | Fourteenth District | 11/16/82 | 228.00 |
| Follmer, Joseph M. | PO | Twentieth District | 11/11/82 | 135.25 |
| Frapolly, William | PO | Thirteenth District | 11/29/82 | 87.00 |
| Frigo, Albert | PO | Twenty-third District | 11/04/82 | 33.00 |
| Galuhn, Kenneth L. | PO | Twenty-fifth District | 11/06/82 | 35.20 |

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|---|---|---|---|---|
| Gannon, Patrick J. | PO | Twenty-second Dist. | 11/08/82 | $ 71.85 |
| Giles, Carnella | PO | Seventh District | 11/05/82 | 91.50 |
| Gilmore, Edward L. | PO | Third District | 09/20/82 | 204.00 |
| Gooday, Gayle A. | PO | Seventh District | 09/15/82 | 130.00 |
| Granias, Thomas G. | PO | Twenty-third District | 11/08/82 | 65.00 |
| Gricki, Michael J. | PO | Ninth District | 11/01/82 | 120.00 |
| Gutierez, Ricky A. | PO | Ninth District | 11/01/82 | 93.00 |
| Gutierez, Ricky A. | PO | Ninth District | 11/10/82 | 37.00 |
| Gutierez, Ricky A. | PO | Ninth District | 11/01/82 | 11.00 |
| Gutierez, Ricky A. | PO | Ninth District | 11/10/82 | 200.25 |
| Hansen, Robert E. | PO | Pub. Trans.-Mass Tra | 11/28/82 | 210.75 |
| Heimann, Wayne K. | PO | Pub. Trans.-Mass Tra | 11/03/82 | 286.00 |
| Hernandez, Eulalio J. | PO | Ninth District | 11/13/82 | 81.00 |
| Hoffman, Kenneth R. | PO | Pub. Trans.-Mass Tra | 11/16/82 | 210.50 |
| Holtzman, Marvin | PO | Eighteenth District | 11/07/82 | 150.00 |
| Hoogesen, William A. | PO | Twenty-fourth Dist. | 11/14/82 | 55.34 |
| Howell, Alton | PO | Fifth District | 11/30/82 | 75.00 |
| Hutton, Raymond L. | PO | Eighth District | 11/18/82 | 160.50 |
| Jaskulski, Paul | PO | Twenty-fifth District | 11/20/82 | 87.60 |
| Jones, August | PO | Fourth District | 11/11/82 | 83.00 |
| Jones, Johnny | PO | Fourth District | 11/06/82 | 79.50 |
| Jones, Roy | PO | Twenty-third District | 11/29/82 | 57.18 |
| Jones, Andrew Jr. | PO | Seventh District | 11/10/82 | 130.00 |
| Kacynski, Betty F. | PO | Twenty-first District | 08/26/82 | 141.00 |
| Kaplan, Richard J. | PO | Eighteenth District | 11/05/82 | 139.00 |
| Kato, Kriston | PO | Gang Crime Enf. Div. | 09/10/82 | 110.00 |
| Keeley, Kenneth | PO | Nineteenth District | 11/14/82 | 27.00 |
| Kerrigan, Michael A. | PO | Twelfth District | 09/24/82 | 88.00 |
| Kieduk, Gary M. | PO | Fourteenth District | 09/30/82 | 109.00 |
| Kmety, Daniel F. | PO | Twelfth District | 09/24/82 | 307.00 |
| Korbelik, Donald | PO | Eleventh District | 07/03/82 | 86.50 |
| Korzeniewski, Ronald L. | PO | Eleventh District | 08/10/82 | 83.00 |
| Korzeniewski, Ronald L. | PO | Eleventh District | 07/26/82 | 223.50 |
| Korzeniewski, Ronald L. | PO | Eleventh District | 08/10/82 | 690.60 |
| Kotowicz, James F. | PO | Pub. Trans.-Mass Tra | 09/18/82 | 341.00 |
| Kreiser, Anthony M. | PO | Fourteenth District | 11/11/82 | 164.25 |
| Krischunas, Margaret | PO | Recruit Training | 09/07/82 | 50.00 |
| Krishack, John A. | PO | First District | 11/24/82 | 160.50 |
| Kulosa, Eric S. | PO | Fifth District | 11/25/82 | 132.90 |
| Kumiega, Paul P. | PO | Recruit Training | 09/14/82 | 7.79 |
| Ladow, Dorothy | PO | Twentieth District | 11/27/82 | 153.70 |
| Lanier, Glenn | PO | Gang Crime Enf. Div. | 08/09/82 | 124.00 |
| Lapinski, Rae P. | PO | Recruit Training | 09/16/82 | 90.00 |
| Laughran, Thomas J. | PO | First District | 09/24/82 | 157.50 |
| Laurie, Joseph J. | PO | Spec. Oper.Group-N. | 09/11/82 | 82.00 |
| Lis, Raymond C. | PO | Seventh District | 09/05/82 | 92.50 |
| Lopez, Albert P. | PO | Ninth District | 09/18/82 | 58.00 |
| Lopit, Lynn A. | PO | Ninth District | 09/06/82 | 60.20 |

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|---|---|---|---|---|
| Lowell, Joseph P. | PO | Sixteenth District | 09/17/82 | $ 114.00 |
| Lukaszewski, Edwin | PO | Eighteenth District | 09/10/82 | 142.35 |
| Lyons, John J. | PO | Fourteenth District | 06/21/82 | 166.00 |
| Maduzia, Kenneth | PO | Tenth District | 11/14/82 | 52.00 |
| Marcial, Thomas J. | PO | Twentieth District | 11/25/82 | 50.00 |
| Mares, Archilles | PO | Twenty-fifth District | 09/20/82 | 319.60 |
| Marsala, Ross O. | PO | Fourteenth District | 11/13/82 | 135.00 |
| Mattera, Pasquale | PO | Eighteenth District | 09/08/82 | 232.00 |
| Maurer, Debra | PO | Eighteenth District | 11/10/82 | 552.25 |
| Mazur, Michael | PO | Gang Crimes Enf Div | 09/05/82 | 179.00 |
| McCann, Thomas P. | PO | Fifth District | 11/25/82 | 75.00 |
| McCoy, Donald R. | PO | Thirteenth District | 11/29/82 | 87.00 |
| McDermott, Michael E. | PO | Det.Div.Area 2 V.C. | 09/14/82 | 71.80 |
| McGarvey, James O. | PO | Eighteenth District | 09/26/82 | 415.25 |
| McGriff, Robert L. | PO | Second District | 09/26/82 | 126.00 |
| McKenna Patrick | PO | Nineteenth District | 11/02/82 | 40.00 |
| McMahon Daniel T. | PO | Ninth District | 11/06/82 | 109.00 |
| McNamara, Dennis M. | PO | Twenty-fifth District | 10/06/82 | 222.50 |
| Medow, Brandon | PO | Twenty-third District | 09/05/82 | 61.09 |
| Miller, Kenneth | PO | Recruit Training | 09/02/82 | 152.00 |
| Minnick, Joseph P. | PO | Eighth District | 09/21/82 | 139.15 |
| Mitchell, Donald | PO | Third District | 10/09/82 | 287.65 |
| Mitchell, Kenneth J. | PO | Third District | 11/23/82 | 155.50 |
| Moonan, Bernard J. | PO | Eighth District | 11/19/82 | 101.75 |
| Moore, Edward | PO | Fifth District | 11/07/82 | 171.00 |
| Moore, James F. | PO | Twentieth District | 11/18/82 | 79.00 |
| Motkiewicz, Ronald A. | PO | Seventeenth District | 09/09/82 | 214.00 |
| Mroczkowski, Carol A. | PO | Ninth District | 09/06/82 | 106.00 |
| Mrozek, Richard J. | PO | Twelfth District | 08/01/82 | 236.00 |
| Munroe, Mary M. | PO | Sixteenth District | 11/13/82 | 51.00 |
| Nealis, Terence | PO | Sixth District | 09/11/82 | 68.00 |
| Nelson, Julius D. | PO | Fifteenth District | 8/25/82 | 134.50 |
| Nero, Eugene P. | PO | Twenty-fourth Dist. | 09/23/82 | 116.50 |
| Nightingale, Hugh | PO | Twenty-fifth Dist. | 09/05/82 | 425.25 |
| Nigro, Lon J. | PO | Pub. Trans-Mass Tr. | 11/13/82 | 144.00 |
| Northfell, Thomas D. | PO | Gang Crimes Enf Div | 09/18/82 | 70.00 |
| Nowakowski, Richard | PO | Thirteenth District | 07/08/82 | 5,295.00 |
| O'Donnell, Jerome A. | PO | Sixteenth District | 09/23/82 | 191.75 |
| O'Sullivan, Diane B. | PO | Twenty-first District | 08/11/82 | 189.50 |
| Ozga, Joseph | PO | Thirteenth District | 11/17/82 | 55.00 |
| Panagas, Peter G. | PO | Gang Crimes Enf Div | 11/15/82 | 163.00 |
| Petillo, Leonard | PO | Fourteenth District | 11/21/82 | 86.00 |
| Redmond, John | PO | Crime Lab Div. | 09/12/82 | 97.00 |
| Reimer, Robert D. | PO | Second District | 11/25/82 | 120.00 |
| Rieck, Judith G. | PO | Twenty-fourth Dist. | 09/13/82 | 206.00 |
| Riley, Thomas | PO | Nineteenth District | 07/19/82 | 30.00 |
| Risley, John J. | PO | Twenty-first Dist. | 09/09/82 | 69.00 |
| Rivera, Edgar J. | PO | Fourteenth District | 09/01/82 | 235.00 |

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|---|---|---|---|---|
| Roach, Michael | PO | Twenty-fifth Dist. | 09/16/82 | $ 471.00 |
| Robaszewski, Roman | PO | Fourteenth District | 09/13/82 | 93.00 |
| Roberts, Jeffery | PO | Second District | 09/24/82 | 104.00 |
| Roberts, John J. | PO | Det.Div.Area 1 V.C. | 11/23/82 | 111.00 |
| Roberts, Perry Jr. | PO | Second District | 07/28/82 | 70.00 |
| Rodriquez, Guadalupe | PO | Narcotics Section | 09/14/82 | 191.40 |
| Ruskey, Joseph R. | PO | Canine Unit | 07/03/82 | 149.50 |
| Salustro, Linda F. | PO | Twenty-third Dist. | 08/24/82 | 53.00 |
| Saunders, Joseph M. | PO | Canine Unit | 09/28/82 | 54.00 |
| Schikora, George F. | PO | Eighth District | 09/25/82 | 70.00 |
| Schnoor, Roy E. | PO | Spec.Oper.Group-W. | 09/10/82 | 283.50 |
| Sebeck, John C. | PO | Gang Crimes Enf Div | 09/15/82 | 232.60 |
| Silk, William H. | PO | Seventh District | 09/05/82 | 127.00 |
| Silvestrini, Carl | PO | Det.Div.Area 1 V.C. | 11/05/82 | 110.00 |
| Simmons, James F. | PO | Fifth District | 07/26/82 | 2,034.86 |
| Simon, Nicholas | PO | Eighteenth District | 11/20/82 | 366.00 |
| Simpson, Larry L. | PO | Fourteenth District | 11/13/82 | 93.00 |
| Simpson, Robert | PO | Sixteenth District | 11/15/82 | 82.00 |
| Smith, Allen L. | PO | Third District | 11/01/82 | 107.93 |
| Smolik, Robert E. | PO | Gang Crimes Enf Div | 11/03/82 | 120.85 |
| Spencer, Ronald | PO | Fourth District | 11/10/82 | 146.60 |
| Stather, Michael A. | PO | Nineteenth District | 08/14/82 | 105.00 |
| Stevens, Reginald J. | PO | Third District | 11/04/82 | 54.75 |
| Stevens, Robert | PO | Twentieth District | 08/24/82 | 77.00 |
| Stevens, Robert W. | PO | Public Trans-Mass Tr | 11/28/82 | 367.00 |
| Stewart, Clifford | PO | First District | 11/13/82 | 229.25 |
| Strandberg, David L. | PO | Gang Crimes Enf Div | 09/08/82 | 242.00 |
| Summerville, John | PO | Gang Crimes Enf Div | 09/10/82 | 198.00 |
| Tabor, Robert H. | PO | Tenth District | 08/28/82 | 147.00 |
| Taylor, Albert | PO | Sixth District | 11/20/82 | 189.05 |
| Tondryk, Vincent J. | PO | Gang Crimes Enf Div | 11/10/82 | 70.00 |
| Triplett, Frank | PO | First District | 11/16/82 | 288.25 |
| Turner, Isaiah | PO | Youth Div Area 2 | 09/29/82 | 132.50 |
| Vana, Jeffery | PO | Youth Div Admin. | 11/02/82 | 92.50 |
| Viles, Larrie F. | PO | Fifth District | 11/07/82 | 209.00 |
| Vlakovich, Fred A. | PO | Fourth District | 11/26/82 | 56.95 |
| Wach, Rosemarie | PO | Tenth District | 11/14/82 | 52.00 |
| Wagner, Bruce | PO | Twenty-second Dist. | 09/11/82 | 99.10 |
| Walsh, Patrick | PO | Gang Crimes Enf Div | 09/24/82 | 103.50 |
| Washington, Earl B. | PO | Second District | 09/02/82 | 235.00 |
| Welsch, Joseph C. | PO | Det.Div.Area 6 Adm | 09/25/82 | 57.00 |
| Whalen, William A. | PO | Fifteenth District | 09/04/82 | 175.20 |
| White, Patrick V. | PO | Eighth District | 11/30/82 | 202.10 |
| Whittenhall, Paul | PO | Eleventh District | 07/21/82 | 104.00 |
| Wick, Michael A. | PO | Seventeenth District | 11/14/82 | 56.00 |
| Williams, Eugene E. | PO | Fourth District | 09/11/82 | 227.00 |
| Williams, Harold K. | PO | Enforc. Section | 11/21/82 | 191.00 |

| | | | | |
|---|---|---|---|---|
| Williams, Paul H. | PO | Fourth District | 08/05/82 | $ 1,387.50 |
| Williams, Ted | PO | Third District | 09/16/82 | 158.15 |
| Willis, Kirk J. | PO | Youth Div Area 1 | 09/21/82 | 160.00 |
| Wojciechowski, Ronald | PO | Fourteenth District | 09/30/82 | 118.00 |
| Yancey, Earl | PO | Second District | 09/29/82 | 66.00 |
| Yancy, Carol | PO | Tenth District | 07/27/82 | 180.00 |
| Zarlenga, John A. | PO | Org. Crime Div.Ad. | 09/27/82 | 30.00 |
| Zoziarski, Anthony S. | PO | Gang Crimes Enf Div | 09/05/82 | 231.00 |
| Zitzka, Jeffery | PO | Det.Div.Area 5 V.C. | 11/16/82 | 133.00 |
| Baumgart, Stephen | FF | District Relief 4 | 09/28/82 | 209.70 |
| Bugaj, Debra | FF | Training Division | 08/27/81 | 78.00 |
| Busch, David | Para. | Ambulance 36 | 04/30/80 | 35.00 |
| Connors, James | Lt. | Engine Co. 38 | 07/24/77 | 85.00 |
| Delaney, David W. | FF | Truck 32 | 11/12/82 | 134.10 |
| Doherty, Martin | Lt. | Engine 126 | 11/19/82 | 1,110.85 |
| Doocy, Edward D. | FF | Truck 44 | 09/13/82 | 30.00 |
| Doyle, James | FF | Truck 3 | 07/27/82 | 184.50 |
| Gabel, Scott R. | FF | Air and Sea Rescue | 10/02/82 | 154.00 |
| Gania, Edward | FF | Truck 35 | 08/22/82 | 180.50 |
| Gebien, Bruce | FF | Squad 1 | 09/29/82 | 115.80 |
| Gibbons, Edwin | FF | Truck 40 | 10/31/81 | 349.70 |
| Gordon, Michael | Engr. | Engine 50 | 01/10/82 | 20.00 |
| Haas, William | FF | Truck 29 | 07/24/82 | 29,657.30 |
| Halpin, John | FF | Engine Co. 29 | 10/06/82 | 443.50 |
| Helgenson, Robert | FF | Truck 32 | 08/01/82 | 128.00 |
| Herhold, Carol | FF | Ambulance 5 | 08/21/82 | 240.40 |
| Howard, Raymond | FF | Engine Co. 10 | 06/11/82 | 3,178.05 |
| Janus, Robert A. | Lt. | Engine Co. 95 | 10/24/82 | 123.70 |
| Johnson, Herbert | FF | Engine Co. 117 | 08/08/82 | 109.85 |
| Kammier, Bruce B. | Para. | Ambulance 47 | 10/27/82 | 97.25 |
| Kennelly, Kevin | FF | Truck 49 | 09/04/82 | 168.30 |
| Kessell, Janeen P. | Para. | Ambulance 39 | 10/29/82 | 68.75 |
| King, Robert | Para. | Ambulance 5 | 10/24/82 | 124.00 |
| Knott, Steve | Para. | District Relief 4 | 09/03/82 | 101.00 |
| Koster, Christopher K. | Para. | Ambulance 4 | 05/18/82 | 117.00 |
| Koster, Christopher K. | Para. | Ambulance 4 | 09/30/82 | 183.00 |
| Koujourian, Thomas | FF | Squad 4 | 10/30/82 | 173.00 |
| Kowal, Richard | Engr. | Engine Co. 10 | 10/15/82 | 238.00 |
| Larson, Gary | FF | Engine Co. 59 | 11/17/82 | 63.00 |
| Loper, Christopher | FF | Engine Co. 43 | 10/08/82 | 1,096.75 |
| Lupo, Donald M. | FF | Truck 44 | 10/15/82 | 339.50 |
| Maloney, Patrick | Para. | District Relief 4 | 08/01/82 | 70.00 |
| Marik, Thomas J. | FF | Engine Co. 92 | 01/01/82 | 5,030.35 |
| Matkovitch, James | FF | Engine Co. 75 | 11/02/82 | 94.00 |
| Matthews, Hubert | FF | Engine Co. 19 | 10/29/82 | 66.00 |
| McAuliff, Francis G. | FF | Engine Co. 89 | 08/31/82 | 198.50 |
| McCambridge, William | FF | Truck 26 | 07/20/81 | 182.00 |
| McColgin, Frank J. | FF | Engine Co. 22 | 11/15/82 | 110.50 |

| | | | | |
|---|---|---|---|---|
| McCrea, Robert | FF | Engine Co. 77 | 10/21/82 | $ 134.60 |
| McCullough, Roger | FF | Truck 19 | 07/07/82 | 207.50 |
| Metropoulis, Nicholas | Para. | Truck 15 | 11/05/82 | 120.00 |
| Murphy, Michael | FF | Engine Co. 71 | 11/23/82 | 56.00 |
| Musial, Kenneth | FF | Truck 4 | 11/02/82 | 154.00 |
| Needham, Michael | FF | Engine Co. 76 | 08/22/82 | 130.00 |
| Nietupski, Gerald | Para. | Ambulance 25 | 12/27/81 | 64.00 |
| O'Donnell, Thomas | Capt. | Engine Co. 117 | 07/17/82 | 249.75 |
| Patzin, Thomas C. | Capt. | Battalion 15 | 11/07/82 | 117.75 |
| Pavlik, Lawrence | FF | Engine Co. 29 | 11/28/82 | 219.60 |
| Potoczek, Stanley | FF | Engine Co. 78 | 10/06/82 | 153.74 |
| Quinn, Joseph | FF | Squad 5 | 11/14/82 | 99.80 |
| Reilly, Edward | FF | Truck 8 | 01/30/80 | 932.65 |
| Roche, Kevin J. | FF | Ambulance 42 | 08/30/82 | 76.85 |
| Rogers, William | FF | Engine 121 | 08/06/82 | 73.70 |
| Rucinski, Walter | Lt. | District Relief 2 | 11/17/82 | 426.30 |
| Rucker, Michael | FF | Truck 20 | 03/29/82 | 58.00 |
| Sachman, Norman | Engr. | Engine Co. 7 | 09/18/82 | 30.00 |
| Sanders, Henry | FF | Truck 48 | 08/18/82 | 1,879.55 |
| Santin, Richard | Engr. | Engine Co. 18 | 08/23/82 | 164.00 |
| Schechner, George | Capt. | Battalion 8 | 10/25/82 | 98.60 |
| Staniec, James | FF | Engine Co. 106 | 10/28/82 | 106.00 |
| Strutz, Russell | Para. | Ambulance 7 | 09/18/82 | 106.40 |
| Sullivan, Daniel | FF | Engine 93 | 07/14/81 | 120.00 |
| Sutkus, Thomas | FF | Truck 27 | 09/22/82 | 3,252.75 |
| Szymansky, Edward A. | Capt. | Truck 19 | 08/14/82 | 72.00 |
| Taylor, Cordell | FF | Engine 82 | 09/22/82 | 2,316.90 |
| Timothy, Michael | FF | Engine Co. 43 | 10/11/82 | 135.25 |
| Welter, Ernest | Capt. | Engine Co. 104 | 06/16/82 | 280.00 |
| Williams, Robert | FF | Truck 33 | 11/19/82 | 58.00 |
| Willingham, Ernest C. | FF | Truck 24 | 09/10/82 | 552.00 |
| Zalenka, Howard M. | FF | Truck 33 | 11/07/82 | 45.50 |
| Zysko, Richard | FF | Truck 2 | 01/08/82 | 60.00 |

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to issue warrants, 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 warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

| *Employee Name* | *Rank* | *Unit of Assignment* | *Date Injured* | *Voucher Total* |
|---|---|---|---|---|
| Adams, Christopher | PO | Fourteenth District | 09/22/82 | $ 114.00 |
| Davis, Allan C. | PO | Sixth District | 11/30/82 | 135.25 |
| Dziubarczyk, Edward A. | PO | Enforcement Section | 05/28/82 | 2,278.00 |
| Foley, Lawrence J. | PO | Seventeenth District | 10/24/82 | 67.40 |
| Gallagher, John P. | PO | Ninth District | 11/18/82 | 136.00 |
| Gilberto, Matthew A. | PO | Sixth District | 09/29/82 | 282.50 |
| Gorski, Steven | PO | Fourteenth District | 11/15/82 | 139.00 |
| Grayzeck, Charles | PO | Seventeenth District | 11/13/82 | 82.00 |
| Gregory, Daniel Jr. | PO | Twelfth District | 10/01/82 | 110.00 |
| Griffith Wallace A. Jr. | PO | Fourth District | 10/29/82 | 50.00 |
| Lance, Harry J. | PO | Sixteenth District | 11/14/82 | 126.50 |
| Mack, Donald N. | PO | Second District | 10/22/82 | 293.00 |
| McKenna, James P. | PO | Fifteenth District | 11/14/82 | 195.20 |
| McLean, James L. | PO | Thirteenth District | 09/09/82 | 111.00 |
| Moore, Edward | PO | Fifth District | 09/07/82 | 227.38 |
| Muscovitz, Hymen | PO | Detective Div. Area 4 Property | 06/15/82 | 288.40 |
| Mosqueda, Angelo | PO | Twentieth District | 11/09/82 | 55.50 |
| Mueller, Karl J. | PO | Sixteenth District | 11/13/82 | 23.75 |
| Neal, Roland | PO | Fourth District | 07/20/82 | 50.70 |
| Nilson, Dennis | PO | Twenty-third Dist. | 08/30/82 | 551.00 |
| O'Brien, Katherine M. | PO | Twenty-first Dist. | 10/05/82 | 116.00 |
| O'Brien, William P. | PO | Enforcement Sec. | 10/12/82 | 58.00 |
| Odneal, Johnny J. | PO | Fourth District | 10/24/82 | 381.00 |
| Ostrom, Donald E. | PO | Inter. Control Unit | 09/07/82 | 119.00 |
| Padilla, Martin | PO | Thirteenth District | 09/11/82 | 103.00 |
| Pikowski, Joseph A. | PO | Ninth District | 10/07/82 | 147.00 |
| Plaza, Daniel | PO | Thirteenth District | 10/08/82 | 168.00 |
| Porter, Dennis | PO | Detective Div. Area 6 Violent Crimes | 10/01/82 | 5,144.50 |
| Przyborowski, Frank G. | PO | Enforcement Sec. | 10/12/82 | 233.20 |
| Ridley, Gene I. | PO | Nineteenth District | 09/12/82 | 408.00 |
| Rosen, Louis A. | PO | Detective Div. Area 5 Prop. | 9/22/82 | 132.50 |
| Rush, Kirk H. | PO | Seventh District | 10/25/82 | 183.00 |
| Scafidi, Phillip | PO | Seventeenth District | 9/27/82 | 106.00 |
| Schnabel, Fred E. | PO | Gang Crimes Enforcement Div. | 11/19/82 | 157.00 |
| Smith, Eli | PO | Sixth District | 10/02/82 | 225.00 |

| | | | | |
|---|---|---|---|---|
| Spila, George A. | PO | Eighteenth District | 09/04/82 | $ 78.50 |
| Spratte, James R. | PO | Twenty-second Dist. | 09/30/82 | 176.00 |
| Stack, Roger E. | PO | Seventeenth District | 09/11/82 | 294.00 |
| Staples, Thomas | PO | Eleventh District | 06/22/82 | 189.50 |
| Storino, Eugene M. | PO | Ninth District | 10/24/82 | 335.40 |
| Stucker, Fred | PO | Nineteenth District | 10/24/82 | 55.00 |
| Swierk, Walter M. | PO | Neigh. Relat. Div. | 10/07/82 | 273.00 |
| Thielmann, Joseph P. | PO | Twenty-second Dist. | 09/22/82 | 275.25 |
| Tovo, Daniel | PO | Sixth District | 09/01/82 | 193.00 |
| Walsh, Daniel J. | PO | Major Accident Investigation Sec. | 10/28/82 | 139.00 |
| Welte, Edward J. | PO | Nineteenth District | 09/04/82 | 169.50 |
| Wronski, Michael L. | PO | Public Housing Division-South | 11/21/82 | 111.00 |
| Zdziennicki, Eugene R. | PO | Eighth District | 05/04/82 | 205.00 |
| Bybee, Steve | Lt. | Squad 5 | 08/02/82 | 557.00 |
| Delana, Timothy F. | Para. | District Relief 2 | 5/17/82 | 52.40 |
| Higgins, James | Capt. | Battalion 10 | 03/09/82 | 65.00 |
| Webb, Larry | Para. | Ambulance 22 | 8/11/82 | 165.00 |

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**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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--44.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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:

*Damage to Vehicle.*

Department of Consumer Services: Account No. 100.9112.934.

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Aristocrat Limo Services, Incorporated<br>174 Lambert Road,<br>Glen Ellyn, Illinois 60137 | 2-16-82.<br>39th and Artesian | $ 289.00 |

*Damage to Vehicle.*

Fire Department: Account No. 100.9112.934.

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Emmco Excel Insurance Companies and Daniel White 800 W. Airport Freeway P.O. Box 222133 Dallas, Texas 75222 | 3-7-81 1115 W. 107th Street | $ 350.00 |
| Lavell L. Watts, Sr. 8004 S. Yates Boulevard Chicago, Illinois 60617 | 11-22-81 80th and Yates | 800.00 |
| Viola J. Doty 3643 N. Claremont Avenue Chicago, Illinois 60618 | 12-9-81 Marine Drive at Lawrence | 200.00 |

*Damage to Vehicle and Property.*

Department of Streets and Sanitation, Bureau of Forestry: Account No. 100.9112.934.

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Katie M. Williams 1435 N. Mohawk Street Chicago, Illinois 60610 | 8-5-82 1435 N. Mohawk | $ 200.00 |
| Allen Jackson 1221 W. 111th Place Chicago, Illinois 60643 | 7-27-79 1221 W. 111th Place | 390.00 |

*Damage to Vehicle.*

Department of Police: Account No. 100.9112.934.

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Andre Jackson 10005 S. Carpenter Street Chicago, Illinois 60643 | 7-7-82 47th and S. Indiana | $ 300.00 |

*Damage to Vehicle.*

Department of Sewers: Account No. 314.9112.934.

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Carl M. Birkelbach 219 E. Lake Shore Drive Chicago, Illinois 60611 | 7-12-82 820 N. Michigan Avenue | $ 140.00 |

*Damage to Vehicles.*

Department of Streets and Sanitation: Account No. 100.9112.934

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Yefrim Zilbershteyn 5030 Marine Drive, Apt. 1007 Chicago, Illinois 60640 | 8-10-81 4341 W. Lake Street | $ 300.00 |

| | | |
|---|---|---|
| Juan T. Ortiz<br>3012 S. St. Louis Avenue<br>Chicago, Illinois 60623 | 3-1-82<br>3017 S. St. Louis | $ 800.00 |
| William Hull<br>9109 S. Crandon Avenue<br>Chicago, Illinois 60617 | 5-3-82<br>Lamon and N. Lawrence | 1,000.00 |
| Economy Fire and Casualty<br>Company and David Dubois<br>500 Economy Court<br>Freeport, Illinois 61032 | 4-5-82<br>6232 S. Western Avenue<br>(FB11-714-8AF7) | 460.00 |
| Keith M. Kanter<br>520 W. Aldine Avenue, No. 305<br>Chicago, Illinois 60657 | 6-3-82<br>City Parking No. 8 | 1,425.09 |
| Silvia Chan<br>3049 S. Bonfield<br>Chicago, Illinois 60608 | 5-9-82<br>3002 S. Archer Avenue | 85.00 |
| Underwriters Adjusting<br>Company and Michael Conley<br>200 S. Wacker Drive<br>Chicago, Illinois 60606 | 6-16-82<br>Fullerton and Washtenaw | 384.96 |
| Margaret A. Scott<br>2034 W. 82nd Street<br>Chicago, Illinois 60620 | 5-19-82<br>8046 S. Vincennes Avenue | 125.00 |
| Bogdon Pieczkowski<br>2510 N. Linder<br>Chicago, Illinois 60639 | 1-12-82<br>5431 W. Belmont Avenue | 350.00 |
| Jacqueline McGreal<br>10528 S. Artesian Avenue<br>Chicago, Illinois 60655 | 8-14-82<br>2548 W. 107th Street | 179.00 |
| Johnny Hall<br>10215 S. Prairie Avenue<br>Chicago, Illinois 60628 | 7-8-82<br>115th and Indiana Avenue | 130.00 |
| Cynthia A. Gracz<br>321 Dean Circle<br>Bolingbrook, Illinois 60439 | 7-27-82<br>2550 S. Washtenaw | 30.00 |
| Carlos Gonzales<br>2037 W. Chicago Avenue<br>Chicago, Illinois 60622 | 8-3-82<br>Chicago and Paulina | 383.00 |
| Angeline C. Wead<br>5050 S. Shore Drive, No. 814<br>Chicago, Illinois 60615 | 7-21-82<br>50th and 51st and Blackstone | 506.00 |
| Dennis W. Griffin<br>7135 N. Osceola Avenue<br>Chicago, Illinois 60631 | 10-11-82<br>City Garage No. 9 | 407.00 |
| Elena M. J. Carlson<br>8629 W. Foster Avenue, No. 1B<br>Chicago, Illinois 60656 | 6-19-82<br>City Garage No. 5 | 126.00 |
| Milinkio Cvetkovic<br>8 E. Delaware Place<br>Chicago, Illinois 60611 | 4-1-82<br>875 N. Rush Street<br>City Garage No. 5 | 42.26 |

| | | |
|---|---|---|
| Katherine M. Cooper<br>402 Providence Court<br>Bolingbrook, Illinois 60439 | 5-2-82<br>63rd and Lawler Avenue | $ 65.00 |
| Karen D. Warren<br>3108 Oakwood Drive<br>Hazel Crest, Illinois 60429 | 9-7-82<br>7013 S. Ashland Avenue | 79.00 |
| Henry Chorzempa<br>6512 W. 64th Street<br>Chicago, Illinois 60638 | 12-2-82<br>8839 W. Archer Avenue | 86.00 |

*Damage to Property.*

Department of Streets and Sanitation: Account No. 100.9112.934

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Polish Army Veterans Association<br>of America District No. 1<br>c/o Jan Bogusz, Commander<br>1239-45 N. Wood Street<br>Chicago, Illinois 60622 | 9-17-82<br>1239 N. Wood Street | $ 800.00 |

*Damage to Vehicle.*

Department of Water: Account No. 200.9112.934

| *Name and Address* | *Date and Location* | *Amount* |
|---|---|---|
| Joseph A. Corna<br>5031 W. Grand Avenue<br>Chicago, Illinois 60639 | 4-14-82<br>5031 W. Grand Avenue | $ 326.00 |

and

*Be It Further Ordered,* That the Commissioner of Water is authorized 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. 200.9220.935.

| *Name and Address* | *Location* | *Amount* |
|---|---|---|
| Jakiw Sawczuk<br>938 N. Hoyne Avenue<br>Chicago, Illinois 60622 | 938 N. Hoyne Avenue | $ 126.80 |

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

The Committee on Finance submitted the following report:

CHICAGO, January 26, 1983.

*To the President and Members of the City Council:*

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

*Compensation for Damage to Vehicles:*

| | |
|---|---|
| (July 15, 1982) | Allstate Insurance Company and Tommie McMilliam |
| (December 8, 1982) | American Family Insurance Company and Kwok Chung Siu |
| (December 15, 1982) | Metropolitan Insurance Company and R. Garcia, |

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

This recommendation was 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 recommendations were *Concurred In*, by yeas and nays as follows:

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

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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

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*Referred*--PROPOSAL TO AMEND CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREA ANNEXED TO CITY.

The Committee on Finance submitted the following communication:

CHICAGO, January 26, 1983.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication from the Department of Planning concerning the zoning designation of property annexed to the City of Chicago located at Nos. 6546-6556 West Irving Park Road having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Refer* said communication and report to the Committee on Buildings and Zoning.

This recommendation was 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*, and said proposed ordinance was *Referred to the Committee on Buildings and Zoning.*

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*Referred*--PROPOSED ORDINANCE CONCERNING CREATION OF NEW CHAPTER 38.1 OF MUNICIPAL CODE OF CHICAGO RELATING TO OPERATION OF LIVERY VEHICLES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Finance submitted the following communication:

CHICAGO, January 26, 1983.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated January 18, 1983

from the Office of the Mayor transmitting a proposed ordinance concerning the creation of a new Chapter 38.1 of the Municipal Code of Chicago as it relates to the operation of livery vehicles at Chicago-O'Hare International Airport, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Refer* said communication and report to the Committee on Aviation.

This recommendation was 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*, and the said proposed ordinance was *Referred to the Committee on Aviation.*

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*Placed on File*--MISCELLANEOUS MATTER.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a miscellaneous document transmitted therewith. On motion of Alderman Frost the committee's recommendation was *Concurred In*, and said document was *Placed on File.*

The following is a summary of said document.

A communication from the Department of Public Works submitting the Monthly Progress Report No. 428 for the month ending December 31, 1982, showing progress of construction on Sewer Bond Issue Projects.

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## COMMITTEE ON CULTURAL DEVELOPMENT AND HISTORICAL LANDMARK PRESERVATION.

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### Designation of Chicago Theater Building as Chicago Landmark.

The Committee on Cultural Development and Historical Landmark Preservation submitted the following report:

CHICAGO, January 28, 1983.

*To the President and Members of the City Council:*

Your Committee on Cultural Development and Historical Landmark Preservation having had under consideration a communication signed by John F. Hern, Assistant Director of the Commission on Chicago Historical and Architectural Landmarks (referred to your committee on December 23, 1982) to designate the Chicago Theater as a Chicago Landmark, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,
(Signed) BERNARD L. STONE,
*Chairman.*

On motion of Alderman Stone 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

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

SECTION 1. The City Council accepts, approves and adopts the recommendation of the Commission on Chicago Historical and Architectural Landmarks filed with the City Council pursuant to Section 21-64 of the Municipal Code of Chicago, that the Chicago Theater be designated a Chicago Landmark.

SECTION 2. The structure known as the Chicago Theater, including without limitation its marquee, canopies, vertical sign, lighting fixtures, decorative fixtures, plasterwork, and the pipe organ (including its console), located on property commonly known as 175 North State Street, Chicago, Illinois, and legally described as;

> The south sixty feet of Lots 1, 2, and 3 and all of Lots 4, 5, 6, 7, 8, 9 and 10 in Block 9 in the Fort Dearborn Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

is hereby designated a "Chicago Landmark" in accordance with the provisions of Chapter 21, Section 21-64(f) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix said plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 4. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64(g) of the Municipal Code of Chicago.

SECTION 5. This ordinance shall take effect on and after the date of its passage and approval by the Mayor.

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**Designation of Page Brothers Building as Chicago Landmark.**

The Committee on Cultural Development and Historical Landmark Preservation submitted the following report:

CHICAGO, January 28, 1983.

*To the President and Members of the City Council:*

Your Committee on Cultural Development and Historical Landmark Preservation having had under consideration a communication signed by John F. Hern, Assistant Director of the Commission on

Chicago Historical and Architectural Landmarks (referred to your committee on December 23, 1982) to designate the Page Brothers Building as a Chicago Landmark, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,
(Signed) BERNARD L. STONE,
*Chairman.*

On motion of Alderman Stone 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

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

SECTION 1. The City Council accepts, approves and adopts the recommendation of the Commission on Chicago Historical and Architectural Landmarks filed with the City Council pursuant to Section 21-64 of the Municipal Code of Chicago, that the Page Brothers Building be designated a Chicago Landmark.

SECTION 2. The structure known as the Page Brothers Building located on property commonly known as 177-191 North State Street, Chicago, Illinois, and legally described as;

> Lots 1, 2, and 3 in Block 9 in the Fort Dearborn Addition to Chicago (except the South 60 feet of each of said Lots) in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

is hereby designated a "Chicago Landmark" in accordance with the provisions of Chapter 21, Section 21-64(f) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque appropriately identifying said Landmark and to affix said plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 4. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 5. Notwithstanding any other provision of Chapter 21 of the Municipal Code of Chicago, no permit application for work upon said structure need be reviewed or approved by the Commission on Chicago Historical and Architectural Landmarks, except those for construction, reconstruction, alteration or demolition upon or affecting the appearance of the State Street or Lake Street facades of the structure.

SECTION 6. This ordinance shall take effect on and after the date of its passage and approval by the Mayor.

## COMMITTEE ON LOCAL TRANSPORTATION.

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### Establishment of Taxicab Stands Numbered 527, 528, 529, and 530.

The Committee on Local Transportation, to which had been referred (on January 18, 1983) four proposed ordinances for establishment of taxicab stands No. 527, No. 528, No. 529 and No. 530, submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Marzullo *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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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

*Taxicab Stand No. 527.*

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

| | |
|---|---|
| Stand No. 527 | On 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 cabs. |

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

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*Taxicab Stand No. 528.*

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by a designated number, at the following location:

Stand No. 528 — On 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 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

—

*Taxicab Stand No. 529.*

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 529 — On W. Van Buren Street, along the north curb from a point 20 feet east of the east building line of South Sherman Street to a point 38 feet east thereof, 2 taxicabs.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

—

*Taxicab Stand No. 530.*

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 530 — On West Van Buren Street along the north curb from a point 123 feet east of the east building line of South Sherman Street to a point 38 feet east thereof, 2 taxicabs.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any

passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

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**Ordinances for Establishment of Taxicab Stands Rescinded.**

The Committee on Local Transportation submitted separate reports recommending that the City Council pass two proposed ordinances transmitted therewith (which were referred to the committee on January 18, 1983).

On separate motions made by Alderman Marzullo *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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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

*Repeal of Ordinance for Establishment of Taxicab Stand No. 395.*

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

SECTION 1. That an ordinance passed by the City Council on May 28, 1975, Page 451 of the Journal of the Proceedings, establishing the following Taxicab Stand:

| | |
|---|---|
| Stand No. 395 | On 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 vehicles. |

be and the same is hereby repealed, and said taxicab stand is hereby abolished.

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

---

*Repeal of Ordinance for Establishment of Taxicab Stand No. 498.*

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

SECTION 1. That an ordinance passed by the City Council on March 8, 1978, Pages 7402-7403 of the Journal of the Proceedings, establishing the following Taxicab Stand:

Stand No. 498 — On North 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 vehicles.

be and the same is hereby repealed, and said taxicab stand is hereby abolished.

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

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**Amendment of Ordinance for Establishment of Taxicab Stand No. 425.**

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed amendatory ordinance transmitted therewith (which was referred to the committee on December 27, 1982):

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

SECTION 1. That the ordinance passed by the City Council September 15, 1965, Page 5144 of the Journal of the Proceedings, establishing the following Taxicab Stand:

Stand No. 425 — On W. Harrison Street, along the north curb, beginning at a point 58 feet east of the east end of the ramp of the premises known as Presbyterian-St. Luke's Hospital (1740 W. Harrison Street) extending to a point 80 feet east thereof, 4 vehicles.

be and the same is hereby amended by striking out therefrom the following language:

"to a point 80 feet east thereof, 4 vehicles"

and inserting in lieu the following:

"to a point 120 feet east thereof, 6 vehicles".

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

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

---

**Establishment of Bus Stands at Sundry Locations.**

The Committee on Local Transportation, to which had been referred (on December 15, December 27, 1982 and January 7, 1983) three proposed ordinances for establishment of bus stands at sundry locations, submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Marzullo *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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

*Bus Stand on Portion of W. Illinois St.*

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand between the hours of 5:30 A.M. to 9:00 A.M. and 2:00 P.M. to 7:00 P.M. upon the following public way in the area indicated except on Saturdays, Sundays and holidays:

| *Public Way* | *Area* |
|---|---|
| W. Illinois Street (south curb) | From the east property line of Franklin Street to a point 190 feet east thereof. |

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this Chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred ($200.00) Dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

—

*Bus Stand on Portion of S. Stony Island Av.*

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

| *Public Way* | *Area* |
|---|---|
| S. Stony Island Avenue (east curb) | From a point 12 feet north of the north property line of East 81st Street to a point 165 feet north thereof. |

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger

vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this Chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred ($200.00) Dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

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*Bus Stand on Portion of S. Brainard Av.*

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand between the hours of 0500 and 1900 upon the following public way in the area indicated (except Sundays and holidays):

| *Public Way* | *Area* |
|---|---|
| S. Brainard Avenue (east curb) | From the west property line of S. Brandon Avenue to a point 100 feet west thereof. |

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this Chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred ($200.00) Dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

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**Amendment of Ordinance for Establishment of Bus Stand on Portion of N. Avondale Av.**

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed *amendatory* ordinance transmitted therewith (which was referred to the committee on January 18, 1983, C.J.P. p. 15531):

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

SECTION 1. That an ordinance passed by the City Council on October 10, 1960, Page 3392 of the Journal of the Proceedings of said date, which established a bus stand on North Avondale Avenue (east curb) be and the same is hereby amended by striking therefrom the following:

"6:00 A.M. to 10:00 P.M."

and inserting in lieu thereof:

"6:00 A.M. to 7:00 P.M."

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

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

---

**Chicago Transit Authority Memorialized to Establish Bus Stop on Southeast Corner of W. Peterson and N. Ravenswood Aves.**

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on January 18, 1983):

*Ordered*, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the establishment of a "Bus Stop" on the southeast corner of W. Peterson Avenue and N. Ravenswood Avenue, for the benefit of the senior citizens housing.

On motion of Alderman Marzullo 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

---

**Chicago Transit Authority Memorialized to Construct Bus Passenger Shelters at Designated Locations.**

The Committee on Local Transportation, to which had been referred (on December 15, 1982 and January 7, 1983) three proposed orders to memorialize the Chicago Transit Authority to give consideration to construction of bus passenger shelters at designated locations, submitted separate reports recommending that the City Council pass said proposed orders (transmitted therewith).

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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

*Erection of Bus Passenger Shelter at Southwest Corner of Odgen and S. California Aves.*

*Ordered,* That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the erection of a bus shelter on the west curb of California Avenue south of Ogden Avenue.

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*Erection of Bus Passenger Shelter at Northwest Corner of S. Damen Av. at W. Van Buren St.*

*Ordered,* That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the erection of a "Bus Passenger Shelter" on the northwest corner of S. Damen Avenue and W. Van Buren Street.

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*Erection of Bus Passenger Shelter at Southeast Corner of W. Jackson Blvd. at S. Damen Av.*

*Ordered,* That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the erection of a "Bus Passenger Shelter" on the southeast corner of S. Damen Avenue and W. Jackson Boulevard.

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**Chicago Transit Authority Directed to Close Pedestrian Underpass at W. Wisconsin St.**

The Committee on Local Transportation submitted the following report:

CHICAGO, January 27, 1983.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration an order (which was referred on January 18, 1983) directing the Chicago Transit Authority to close the pedestrian underpass at W. Wisconsin Street which was erected pursuant to the State Street Subway Contract S-8B/sheet No. G-42, begs leave to recommend that Your Honorable Body *Pass* the said proposed order, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) VITO MARZULLO
*Chairman.*

On motion of Alderman Marzullo the proposed order 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said order as passed:

*Ordered,* In the interest of the public safety and welfare of the community, the Chicago Transit Authority is hereby ordered and directed to close the pedestrian underpass at W. Wisconsin Street which was erected pursuant to State Street Subway Contract S-8B. Sheet No. G-42.

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**Consent and Permission Granted to CTA to Install, Maintain and Operate Motorbus Route on Portion of W. Lawrence Av., Etc.**

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on January 18, 1983):

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

SECTION 1. That consent and permission of the City of Chicago are hereby given to Chicago Transit Authority, a Municipal Corporation, created by the laws of the State of Illinois, to install, maintain and operate a motorbus route on:

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.

as part of a Chicago Transit Authority bus route, authorized by the ordinance granted to Chicago Transit Authority, passed by the City Council of the City of Chicago, on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extension with the term specified in Section 2, Paragraph B, of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

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

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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## MATTERS PRESENTED BY THE ALDERMEN.

**(Presented by Wards, in Order, Beginning with the First 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.

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*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.

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*Referred*--PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

| *Alderman* | *Location* |
|---|---|
| Sheahan (19th Ward) | S. Western Avenue at No. 10051--6:00 A.M. to 9:00 P.M.--Monday through Saturday; |
| Kelley (20th Ward) | S. State Street, at No. 6023--at all times; |
| Schulter (47th Ward) | N. Damen Avenue, at No. 3701--9:00 A.M. to 5:00 P.M. |

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*Referred*--PROPOSED ORDINANCE TO DISCONTINUE THE RESTRICTION ON MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTION OF N. McCLURG CT.

Alderman Natarus (42nd Ward) presented a proposed ordinance to discontinue the restriction on the movement of vehicular traffic to a single direction, allowing the flow of traffic to proceed in both

directions, on N. McClurg Court between E. Erie and E. Huron Streets; which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred*--PROPOSED ORDER TO ESTABLISH PARKING METER AREA NO. 536-CBD ON PORTION OF N. WELLS ST.

Alderman Roti (1st Ward) presented a proposed ordinance for the establishment of parking meter area No. 536-CBD from 7 A.M. to 6 P.M. on Monday through Saturday on both sides of N. Wells Street between W. Monroe and W. Polk Streets; which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred*--PROPOSED ORDINANCE TO AMEND ORDINANCE ESTABLISHING PARKING METER AREA NO. 512-CBD.

Alderman Roti (1st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on December 8, 1982, printed on page 13964 of the Journal of the Proceedings of said date, establishing Parking Meter Area No. 512-CBD, to be established on Wells Street (both sides) between W. Wacker Drive and W. Monroe Street from 7:00 A.M. to 6:00 P.M. on Monday through Saturday for a 30-minute limit (instead of between W. Wacker Drive and W. Polk Street); which was *Referred to the Committee on Traffic Control and Safety.*

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*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* |
|---|---|
| Humes (8th Ward) | S. University Avenue, at No. 9227 (except for handicapped); |
| Huels (11th Ward) | W. 31st Place, at No. 924 (except for handicapped); |
| Brady (15th Ward) | S. Rockwell Street, at No. 6334 (except for handicapped); |
| Barden (16th Ward) | S. Laflin Street, at No. 6226 (except for handicapped); |
| Sherman (21st Ward) | S. Elizabeth Street, at No. 9041 (except for handicapped); |
| Marzullo (25th Ward) | W. 21st Street, at No. 2600 (except for handicapped); |
| Hagopian (30th Ward) | W. Parker Avenue, at No. 5242 (except for handicapped); |

| | |
|---|---|
| Martinez (31st Ward) | W. Cortez Street, at No. 3209 (either side of driveway); |
| Laurino (39th Ward) | W. Sunnyside Avenue, at No. 3713 (except for handicapped); |
| Merlo (44th Ward) | N. Lake Shore Drive (west side) from W. Wellington Avenue south to No. 2970 (driveway); |
| Stone (50th Ward) | N. Whipple Street, at No. 6444 (except for handicapped); |

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*Referred*--PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES ON PORTION OF W. 63rd STREET.

Alderman Madrzyk (13th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on the north side of W. 63rd Street from S. Cicero Avenue to S. Central Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred*--PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during specified hours at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

| *Alderman* | *Location and Distance* |
|---|---|
| Madrzyk (13th Ward) | W. 63rd Street (north side) from S. Long to S. Central Avenues--7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.--Monday through Friday; |
| Merlo (44th Ward) | N. Commonwealth Avenue (east side), at No. 2913--9:00 A.M. to 6:00 P.M.--Monday through Saturday (tow away zone). |

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*Referred*--PROPOSED ORDINANCE TO AMEND PROHIBITION AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF S. ADA ST.

Alderman Sherman (21st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on December 22, 1954, and amended on June 24, 1959, page 516 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours on portions of sundry streets, which was *Referred to the Committee on Traffic Control and Safety,* and amended as it relates to the following:

| | |
|---|---|
| "S. Ada Street (both sides) | From W. 88th Street to W. 90th Street--8:00 A.M. to 10:00 A.M., except Saturday, Sunday and holidays" |

by striking therefrom:

| | |
|---|---|
| "S. Ada Street (both sides) | 8900 block." |

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*Referred*--PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF S. MCVICKER AV.

Alderman Stemberk presented a proposed ordinance (for 23rd Ward) to discontinue the prohibition against the parking of vehicles on both sides of S. McVicker Avenue from W. 51st Street to W. 52nd Street--8:00 A.M. to 10:00 A.M. (except Saturdays, Sundays and holidays); which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred*--PROPOSED ORDINANCES TO ESTABLISH RESIDENT PERMIT PARKING ZONES FOR VEHICLES AT ALL TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish resident permit parking zones for vehicles at all times 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* |
|---|---|
| Davis (29th Ward) | All public ways in the area bounded by S. Austin Boulevard on the west; W. Railroad Avenue on the north; S. Monitor Avenue on the east; and W. Fillmore Street (Resident Permit Parking Zone 7); |
| Pucinski (41st Ward) | Nos. 6900, 7000 and 7100 blocks of W. Bryn Mawr Avenue (both sides) between N. Sayre and N. Harlem Avenues (Residential Parking). |

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*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* |
|---|---|
| Vrdolyak (10th Ward) | E. 116th Street and S. Ewing Avenue --"4-Way Stop Sign"; |
| Brady (15th Ward) | S. Peoria Street and W. 70th Street --"Stop"; |
| Barden (16th Ward) | S. May Street and W. 68th Street --"Stop"; |

| | |
|---|---|
| Kellam (18th Ward) | W. 79th Street between S. Fairfield and S. California Avenues -- "No Left Turn"; |
| | W. 82nd Street and S. Maplewood Avenue -- "Stop"; |
| Sheahan (19th Ward) | W. 100th and S. Wood Streets -- "4-Way Stop"; |
| Sherman (21st Ward) | W. 94th Street and S. Lowe Avenue --"Stop"; |
| | W. 99th Street and S. Perry Avenue --"Stop"; |
| | S. Yale Avenue and W. 97th Street --"Stop"; |
| Hagopian (30th Ward) | W. Dickens and N. Latrobe Avenues -- "4-Way Stop"; |
| | N. Monticello and W. Schubert Avenues --"Stop"; |
| | W. Oakdale and N. LeClaire Avenues --"Stop"; |
| | W. Palmer Street and N. Long Avenue --"Stop"; |
| | W. Wolfram Street and N. LeClaire Avenue --"Stop"; |
| Mell (33rd Ward) | N. Talman and W. Belden Avenues --"Stop"; |
| Cullerton (38th Ward) | N. Newcastle Avenue and W. School Street -- "Stop"; |
| Laurino (39th Ward) | N. Keeler Avenue and W. Ainslie Street --"4-Way Stop"; |
| | W. Thorndale and N. St. Louis Avenues --"4-Way Stop"; |
| Rittenberg (40th Ward) | N. Manor and N. California Avenues --"Stop"; |
| | N. Manor and W. Sunnyside Avenues --"Stop"; |
| Clewis (45th Ward) | N. Cicero at W. Warner Avenues -- "No Left Turn -- 10 A.M. to 7 P.M.; |
| Stone (50th Ward) | W. Thome and N. Hermitage Avenues --"Stop." |

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*Referred*--PROPOSED ORDINANCES TO FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON PORTION OF N. GREENVIEW AV.

Alderman Orr (49th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on N. Greenview Avenue between W. Morse and W. Lunt Avenues; which was *Referred to the Committee on Traffic Control and Safety.*

## 2. ZONING ORDINANCE AMENDMENT.

Alderwoman Barden (16th 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 a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 16-G bounded by

a line 469 feet north of and parallel to W. 69th Street; S. Racine Avenue; a line 444 feet north of and parallel to W. 69th Street; and the alley next west of and parallel to S. Racine 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* |
|---|---|
| Nardulli (26th Ward) | Claudio Martinez, Tom LaRocco; |
| Mell (33rd Ward) | Frank Henning and Hollis Brosseit; |
| Frost (34th Ward) | Mrs. Little; |
| Merlo (44th Ward) | Daniel M. Levy. |

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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):**

*Referred*--PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Two proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Park Place Associates--to construct, maintain and use certain vaults, caisson bells, guard rail and pedestrian tunnel, which is used in conjunction with the property at No. 150 N. Michigan Avenue;

Traders Building Venture--to construct, maintain and use vaulted sidewalk space adjacent to its property at No. 401 S. LaSalle Street.

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*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:

Block MDC, Inc., a Texas corporation, and Madison Associates, a Texas partnership, No. 3 First National Plaza;

First Federal Savings and Loan Association of Chicago, No. 65 E. Madison Street.

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**Presented by**

**ALDERMAN BARNETT (2nd Ward):**

**Building Declared Public Nuisance and Ordered Demolished.**

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 3545 S. Prairie Avenue 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. 3545 S. Prairie Avenue 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 Barnett, 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost.*

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*Referred*--PROPOSED ORDINANCE TO PROHIBIT PEDDLING ON PORTION OF E. BROWNING AV.

Also a proposed ordinance to prohibit peddling on E. Browning Avenue from S. Rhodes to S. Vincennes Avenues pursuant to Section 160-13 of the Municipal Code of the City of Chicago.--*Referred to the Committee on Local Industries, Streets and Alleys.*

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*Referred*--PROPOSED ORDER FOR INSTALLATION OF ALLEY LIGHTS AT SPECIFIED LOCATION.

Also a proposed order to install alley lights under the elevated tracks between E. 37th Place and E. 38th Street.--*Referred to the Committee on Finance.*

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*Referred*--PROPOSED ORDER TO MEMORIALIZE C.T.A TO REMOVE PARTICULAR BUS STOP AT SPECIFIED INTERSECTION, ETC.

Also a proposed order to memorialize the Chicago Transit Authority to consider removing the bus

stop from the southwest corner of E. 31st Street and S. Dr. Martin Luther King, Jr. Drive and possibly relocating said bus stop to the northwest corner.--*Referred to the Committee on Local Transportation.*

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**Presented by**

**ALDERMAN BLOOM (5th Ward) and OTHERS:**

*Referred*--PROPOSED ORDINANCE TO AMEND CHAPTER 104.2 OF MUNICIPAL CODE CONCERNING AUTOMATIC AMUSEMENT DEVICES.

A proposed ordinance, presented by Aldermen Bloom, Oberman and Orr, to amend Chapter 104.2 of the Municipal Code of the City of Chicago, Section 9, which would redefine the lawful number of automatic amusement device machines allowed in places licensed as "Public Place of Amusement-Class II-Arcade."--*Referred to the Committee on Finance.*

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**Presented by**

**ALDERWOMAN HUMES (8th Ward):**

**Congratulations Extended to James Webster on Occasion of His Retirement from Chicago Police Department.**

A proposed resolution reading as follows:

WHEREAS, James Webster, began his working career in 1939 at Armour and Company and the United States Postal Service; and

WHEREAS, James Webster, was drafted into the United States Army in 1941, he spent four years in the Southwest Pacific and emerged with an honorable discharge; and

WHEREAS, James Webster, joined the Chicago Police Department in the year of 1946. After completing his training, he was assigned to the Detective division, Narcotic section. He served the Department in this capacity for several years at 11th and State and the old Wabash Avenue; and

WHEREAS, James Webster served two years in the Morgan Park District, then was transferred back to 11th Street Narcotics section for five years. He was then assigned to Area No. 1 Robbery division; and

WHEREAS, James Webster for the last 15 years has been assigned to the Grand Crossing Station, Vice section; and

WHEREAS, James Webster has served the Department with honor and distinction; and

WHEREAS, He has elected to retire, and we thank him for his years of dedicated service to the people of Chicago; now, therefore,

*Be It Resolved,* That we wish him many years of productive retirement and hope his life will be filled with pursuits of pleasure; and

*Be It Further Resolved,* That the Mayor and Members of the City Council of the City of Chicago in meeting assembled this 28th day of January 1983, do hereby express their congratulations to James Webster on his retirement; and

*Be It Further Resolved,* That a copy of this resolution be prepared and forwarded to James Webster.

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.*

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**Presented by**

**ALDERMAN SHAW (9th Ward) and OTHERS:**

*Referred*--PROPOSED RESOLUTION MEMORIALIZING ILLINOIS GENERAL ASSEMBLY TO ESTABLISH LEGISLATION PENALIZING DISCONTINUANCE OF GAS SERVICE UNDER SPECIFIC CONDITIONS.

A proposed resolution, presented by Aldermen Shaw, Carothers, Frost and Marcin, to memorialize the Illinois General Assembly to establish legislation penalizing the discontinuance of individual gas service when the temperature is 50 degrees or less: *Referred to the Committee on Public Utilities.*

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**Presented by**

**ALDERMAN HUELS (11th Ward):**

**Congratulations Extended to Father Edward D. Skupien on Occasion of His Retirement.**

A proposed resolution reading as follows:

WHEREAS, Father Edward D. Skupien has given forty-five years of faithful, loving and wise service to his God and to his fellow man; and

WHEREAS, He has provided sympathetic, concerned leadership and guidance to St. Barbara's Church since 1966; and

WHEREAS, He has used well, in the service of the Lord, his talent for music and art by serving in the Diocesan Mission Band and the Rock of Peter studio programs; and

WHEREAS, He has given special attention to those who came like his forebearers from Slavic countries seeking a new and better life, by caring after their spiritual needs; and

WHEREAS, Father Skupien has earned well his retirement on January 1, 1983; now, therefore,

*Be It Resolved,* That the Mayor and the Members of the City Council duly assembled this 28th day of January, 1983 do hereby congratulate Father Edward D. Skupien on his retirement and wish him many more years of peace and love; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to Father Skupien.

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.*

*Referred*--PROPOSED ORDER FOR PERMIT TO INSTALL SIGN/SIGNBOARD AT NO. 1472 W. 47th ST.

Also a proposed order to issue a sign permit to A. M. Carson, Ltd., No. 10 E. Sauk Trail, South Chicago Heights, IL, 60411, for the erection of a sign/signboard at No. 1472 W. 47th Street (McDonald's).--*Referred to the Committee on Buildings and Zoning.*

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*Referred*--PROPOSED ORDER TO MEMORIALIZE C.T.A. TO ESTABLISH BUS PASSENGER SHELTER AT SPECIFIED LOCATION.

Also a proposed order to memorialize the Chicago Transit Authority to consider the establishment of a bus passenger shelter on the southeast corner of W. Root and S. Halsted Streets.--*Referred to the Committee on Local Transportation.*

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**Presented by**

**ALDERMAN BRADY (15th Ward):**

*Referred*--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Ragtaggers, Inc. to maintain and use an existing canopy attached to the building or structure located at No. 1716 W. 63rd Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

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**Presented by**

**ALDERMAN KELLEY (20th Ward):**

**Recognition Given to Honorable Cecil A. Partee for His Outstanding Service and Dedication.**

A proposed resolution reading as follows:

WHEREAS, Cecil A. Partee has compiled an impressive record of service to the people of the City of Chicago over the last twenty-five years; and

WHEREAS, As a dedicated public servant he has served in numerous elective and non-elective offices at various levels of government including Assistant State's Attorney of Cook County, member of the Illinois House of Representatives and State Senate, member of the Zoning Board of Appeals, Commissioner of Chicago's Department of Human Services and currently, as the elected Treasurer of the City of Chicago; and

WHEREAS, In 1971, he became the first black since the Reconstruction Era to head a state legislative chamber in the United States when he became President Pro Tempore and Majority leader of the Senate, a dual position he held four out of the six years he served in the Senate; and

WHEREAS, He has played an active role in the Democratic Party serving as 20th Ward Committeeman since 1970, and as a delegate to the Democratic National Convention on two separate occasions; and

WHEREAS, Cecil A. Partee has been the recipient of numerous awards and honors recognizing his outstanding leadership in the field of law, politics and government including recognition in 1973 by the American Academy of Achievement as one of 50 Americans rated as "giants of accomplishments" in their respective fields; and

WHEREAS, The dedication, loyalty and commitment of Cecil A. Partee has been an inspiration and challenge for all Chicagoans who have indirectly reaped the benefits of his leadership; now, therefore,

*Be It Resolved,* By the Mayor and Members of the Chicago City Council in meeting assembled this 28th day of January 1983, that we do hereby recognize the outstanding service and contributions of Cecil A. Partee and do hereby proclaim Sunday, February 20, 1983, to be "Cecil A. Partee Day" in Chicago; and

*Be It Further Resolved,* That a suitable copy of this resolution be prepared and presented to Treasurer Cecil A. Partee.

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.*

---

**Presented by**

**ALDERMAN SHEAHAN (19th Ward) and OTHERS:**

*Referred*--PROPOSED RESOLUTION TO REBATE PORTION OF SENIOR CITIZENS' REAL ESTATE TAXES.

A proposed resolution, presented by Aldermen Sheahan, Evans, Bertrand, Huels, Kellam, Kelley, Stemberk, Frost and Clewis, to rebate a portion of real estate taxes to senior citizen owners of specifically defined dwelling places, given certain conditions.--*Referred to the Committee on Finance.*

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**Presented by**

**ALDERMAN RAY (27th Ward):**

*Referred*--PROPOSED ORDER TO INSTALL ALLEY LIGHT IN SPECIFIED ALLEY.

A proposed order to install an alley light in the east-west alley alongside the building at No. 159 N. Carpenter Street.--*Referred to the Committee on Finance.*

---

**Presented by**

**ALDERMAN MARTINEZ (31st Ward):**

*Referred*--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to American Union Savings and Loan Association to maintain and use an existing canopy attached to the building or structure located at No. 2601 W. Division Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

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**Presented by**

**ALDERMAN MELL (33rd Ward):**

*Referred*--PROPOSED RESOLUTION MEMORIALIZING CHICAGO CORPORATION COUNSEL AND ILLINOIS GENERAL ASSEMBLY TO END CERTAIN REQUIREMENT PERTAINING TO PUBLIC HEARINGS.

A proposed resolution to memorialize the City of Chicago Corporation Counsel and the Illinois General Assembly to end the 7-day requirement prior to any cancellation of scheduled public hearings.--*Referred to the Committee on Intergovernmental Relations.*

**Presented by**

**ALDERMAN MARCIN (35th Ward):**

*Referred*--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Laystrom Manufacturing Company to occupy a portion of the parkway in front of No. 3923 W. Palmer Street for the purpose of maintaining a curb recess, used for egress and ingress into the property at No. 3900 W. Palmer Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

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**Presented by**

**ALDERMAN FARINA (36th Ward) and ALDERMAN MARCIN (35th Ward):**

**Illinois Department of Registration and Education to Re-Examine Current Policies for Barber, Beautician or Cosmetologist Licensing Examinations.**

A proposed resolution reading as follows:

WHEREAS, One of the founding precepts of the United States of America, indeed, one of the basic components of the "American Dream" is that all Americans, through honest labor and perseverence, can achieve a better life for themselves and their families; and

WHEREAS, The State of Illinois proudly regards itself as the "Land of Lincoln," home of a man internationally and historically recognized as an unparalleled champion of justice, compassion and basic human rights; and

WHEREAS, The City of Chicago, that most American of all cities, is a vibrant metropolis and the beneficiary of a social fabric enriched by myriad ethnic groups, representatives of which founded and developed this great City; and

WHEREAS, Among t' e many chosen paths toward realization of the "American Dream" are the time-honored occupations of barber, beautician and cosmetologist; and

WHEREAS, Whether as a consequence of the pluralistic society of which we are all so proud or because they have not yet had the opportunity to become adept at discerning the written English word; and

WHEREAS, The Illinois Department of Registration and Education restricts the licensing examinations requisite for legal employment as a barber, beautician or cosmetologist to the languags of English and Spanish; and

WHEREAS, Despite the fact that fluency in English or Spanish is not, in any sense, a pre-condition for either competent execution of duties or for success as a barber, beautician or cosmetologist; and

WHEREAS, Through its current examination policies, the Illinois Department of Registration and Education is effectively barring employment as a barber, beautician or cosmetologist to countless people of ethnic descent, thereby precluding their opportunity for realization of the "American Dream"; now, therefore,

*Be It Resolved,* By the Mayor and the Members of the Chicago City Council, in meeting assembled this 28th day of January, 1983, that we do hereby add our voices to those decrying what is essentially a denial of the pursuit of happiness to countless of our citizens; and

*Be It Further Resolved,* That we prevail upon the Illinois Department of Registration and Education to re-examine their current policies with the intent of amending those policies to provide for either the preparation of examinations in the language of the examinee, or to allow the examinee to bring into the test site another individual for the purpose of interpreting the English language examination; and

*Be It Further Resolved,* That a suitable copy of this resolution be prepared and transmitted to the Illinois Department of Registration and Education.

Alderman Farina 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 Farina, seconded by Aldermen Marcin, Pucinski and Stone, the foregoing proposed resolution was *Adopted.*

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**Presented by**

**ALDERMAN DAMATO (37th Ward):**

**Building Declared Public Nuisance and Ordered Demolished.**

A proposed ordinance reading as follows:

WHEREAS The building located at No. 1614 N. Leclaire Avenue 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. 1614 N. Leclaire Avenue 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 Damato, 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost.*

---

**Presented by**

**ALDERMAN CULLERTON (38th Ward):**

*Referred*--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Harris Trust and Savings Bank, as executor of estate of Elsa Mueller, to maintain and use an existing canopy attached to the building or structure located at No. 5308 W. Belmont Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

**Presented by**

**ALDERMAN RITTENBERG (40th Ward) and ALDERMAN PUCINSKI (41st Ward):**

*Referred*--PROPOSED RESOLUTION TO MEMORIALIZE ILLINOIS STATE LEGISLATURE TO ESTABLISH ELECTED ILLINOIS COMMERCE COMMISSION.

A proposed resolution to memorialize the Illinois State Legislature to establish an elected Illinois Commerce Commission.--*Referred to the Committee on Intergovernmental Relations.*

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**Presented by**

**ALDERMAN PUCINSKI (41st Ward):**

**Congratulations Extended to Reverend John S. Hubner on Occasion of His Retirement.**

A proposed resolution reading as follows:

WHEREAS, On February 6, 1983 Reverend John S. Hubner will officially retire as Pastor of the Edgebrook Community Church; and

WHEREAS, Pastor Hubner, a long time resident of Chicago, has faithfully served his parishioners and the people of his community for the past twenty years; and

WHEREAS, Pastor Hubner has contributed greatly to the life of our great City, not only as the leader of his congregation, but also as a person who fostered an ecumenical spirit and sponsored concrete, joint activities among the various local religious denominations; and

WHEREAS, As a community leader he contributed much toward the development of unity among various community organizations; and

WHEREAS, As a spiritual leader Pastor Hubner served as Chaplain at O'Hare Field, providing services to travelers and personnel at the world's busiest airport; and

WHEREAS, When tragedy struck at O'Hare Field in May, 1979 Pastor Hubner displayed his deep sense of compassion and love for his fellow man by consoling the bereaved families of the deceased passengers; and

WHEREAS, Pastor Hubner will not only be missed by the residents of the Edgebrook-Sauganash community, but will be missed by all of Chicago because of his untiring efforts and deep devotion to people of all religious denominations; now, therefore,

*Be It Resolved,* By the Mayor of the City of Chicago and the Members of the City Council, assembled this 28th day of January, 1983, that we hereby extend our gratitude to Pastor John S. Hubner for touching each of our lives by his selfless and benevolent deeds; and

*Be It Further Resolved,* That we hereby proclaim Sunday, February 6, 1983 "Pastor John S. Hubner Day in Chicago."

Alderman Pucinski 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 Pucinski, the foregoing proposed resolution was *Adopted.*

**Presented by**

**ALDERMAN NATARUS (42nd Ward):**

*Referred*--PROPOSED ORDERS FOR PERMITS TO CONSTRUCT AND MAINTAIN CANOPIES.

Three proposed orders for issuance of permits to construct, maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys,* as follows:

Hanley Dawson Cadillac Company, No. 630 N. Rush Street;

Mantis, Ltd., No. 230 W. Kinzie Street;

M. M. Winter Sports, Inc., Nos. 610 and 620 N. LaSalle Street.

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*Referred*--PROPOSED ORDER FOR PERMIT TO CONDUCT ANNUAL WATER TOWER ART AND CRAFT FESTIVAL.

Also a proposed order to grant permission to the American Society of Artists, Inc., No. 1297 Merchandise Mart Plaza, for the conduct of the eleventh annual Water Tower Art and Craft Festival on both sides of E. Chicago Avenue between the first alley east of N. Michigan Avenue and N. Lake Shore Drive, on both sides of N. Seneca Street between E. Chicago Avenue and E. Pearson Street, and also on the south side of E. Pearson Street from the entrance to the Water Tower Building to N. Seneca Street, for the period of June 24-26, 1983.--*Referred to the Committee on Traffic Control and Safety.*

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**Presented by**

**ALDERMAN CLEWIS (45th Ward):**

*Referred*--PROPOSED ORDER TO EXEMPT PRISONER OF WAR VETERANS FROM DUTY TO PAY CITY STICKER FEE.

A proposed order to exempt veterans who were prisoners of war from the payment of the City of Chicago vehicle sticker fee.--*Referred to the Committee on Finance.*

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**Presented by**

**ALDERMAN STONE (50th Ward):**

**Congratulations Extended to Seymore N. and Anne Okner on Their Dedicated Leadership Abilities with North Town Community Youth.**

A proposed resolution reading as follows:

WHEREAS, Seymour N. Okner and Anne Okner will be the honored guests at a testimonial dinner on March 16, 1983 of the Chicago Region National Conference of Synagogue Youth in commemorating more than two decades of volunteer leadership service; and

WHEREAS, Seymour Okner served as a volunteer youth director of Congregation Ezras Israel National Conference of synagogue youth for more than twenty years, supervising and giving guidance to teenagers during their most formative years, giving generously of his time and of his pocket; and

WHEREAS, Seymour Okner was born in Chicago, graduated from Roosevelt University and has attained the position of executive vice-president of Montgomery Ward Life Insurance Company and is well known and is accepted as a leader in the insurance industry, particularly in the field of direct mail marketing techniques in which he has been an innovator; and

WHEREAS, Seymour Okner has devoted himself to community service in the North Town community through his volunteer efforts as a member of the Board of Directors of the Bernard Horwich Jewish Community Center, Jewish Community Council of West Rogers Park, and Congregation Ezras Israel; and

WHEREAS, Anne Okner in addition to having raised a family of three children, San, Ellen and Joel, undertook the co-leadership together with her husband of the youth group and her home became a home away from home for hundreds of teenage children for more than twenty years, providing the understanding and devotion necessary to give direction to the lives of young adults; now, therefore,

*Be It Resolved,* That we the Mayor and Members of the City Council of the City of Chicago gathered here this 28th day of January, 1983, do hereby express its appreciation and gratitude to two community leaders who have devoted a lifetime to the youth of the North Town community; and

*Be It Further Resolved,* That a suitable copy of this resolution be prepared for presentation to Seymour and Anne Okner on March 16, 1983.

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.*

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*Referred*--PROPOSED ORDINANCE TO AMEND CHAPTER 104.2 OF MUNICIPAL CODE TO REDEFINE TERM "AUTOMATIC AMUSEMENT DEVICE".

Also a proposed ordinance to amend Chapter 104.2 of the Municipal Code of the City of Chicago, Section 1, which would redefine the term "Automatic Amusement Device."--*Referred to the Committee on Buildings and Zoning.*

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*Referred*--PROPOSED ORDER FOR PERMIT TO INSTALL SIGNS AT NO. 6821 N. WESTERN AV.

Also a proposed order for issuance of a sign permit to Doyle Sign Company to erect two signs on one post on the premises known as No. 6821 N. Western Avenue (Fluky's).--*Referred to the Committee on Buildings and Zoning.*

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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):
Jehovah Witness Church, No. 7857 S. Ashland Avenue -- removal of the water tower from existing building.

BY ALDERMAN RAY (27th Ward):
Fifth City Automotive Center, No. 3324 W. 5th Avenue -- for construction of a new building at No. 212 S. Kedzie Avenue.

BY ALDERMAN PUCINSKI (41st Ward):
Resurrection Convent, No. 7432 W. Talcott Avenue -- for interior partition demolition work.

*License Fee Exemptions:*

BY ALDERMAN ROTI (1st Ward):
Louise Burg Hospital, No. 255 W. Cermak Road.

Saint Frances Xavier Cabrini Hospital, No. 811 S. Lytle Street.

BY ALDERMAN BARNETT (2nd Ward):
Michael Reese Hospital and Medical Center, No. 2900 S. Ellis Avenue (5).

BY ALDERMAN EVANS (4th Ward):
Chicago Osteopothic Hospital, No. 5200 S. Ellis Avenue.

Nicholas J. Pritzker Children's Psychiatric Unit of Michael Reese Hospital and Medical Center, No. 800 E. 55th Street.

BY ALDERWOMAN HUMES (8th Ward):
Jackson Park Hospital, No. 7531 S. Stony Island Avenue.

BY ALDERWOMAN BARDEN (16th Ward):
Central Community Hospital, No. 5701 S. Wood Street.

BY ALDERMAN STREETER (17th Ward):
Zion Hill Day Care Center, No. 1460 W. 78th Street.

BY ALDERMAN MARZULLO (25th Ward):
El-Hogar del Nino Cuidar, No. 2325 S. California Avenue (2).

BY ALDERMAN NARDULLI (26th Ward):
Saint Mary of Nazareth Hospital Center, No. 2233 W. Division Street (3).

BY ALDERMAN MELL (33rd Ward):
Erin Homes, Inc., No. 2421 N. Milwaukee Avenue.

BY ALDERMAN DAMATO (37th Ward):
Saint Anne Hospital, No. 4950 W. Thomas Street.

BY ALDERMAN RITTENBERG (40th Ward):
Edgewater Hospital, No. 5700 N. Ashland Avenue

Swedish Covenant Hospital, No. 5145 N. California Avenue.

BY ALDERMAN PUCINSKI (41st Ward):
Danish Home, No. 5656 N. Newcastle Avenue.

BY ALDERMAN NATARUS (42nd Ward):
Northwestern Memorial Hospital, No. 256 E. Superior Street.

BY ALDERMAN OBERMAN (43rd Ward):
Columbus Hospital, No. 2520 N. Lakeview Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN EVANS (4th Ward):

Congregation Rodfei Zedek, No. 5200 S. Hyde Park Boulevard--mechanical ventilation inspection.

Hyde Park Neighborhood Club, No. 5480 S. Kenwood Avenue--boiler and fuel burning equipment inspection.

BY ALDERMAN BLOOM (5th Ward):
Hyde Park Unitarian Cooperative School No. 5650 S. Woodlawn Avenue--mechanical ventilation inspection.

Vedanta S. Vivekananda, No. 5419 S. Hyde Park Boulevard--boiler and fuel burning equipment inspection.

BY ALDERMAN SHEAHAN (19th Ward):
Easter Seal Center of the Flossmoor Service League, No. 9451 S. Hoyne Avenue--sign inspection.

BY ALDERMAN MARZULLO (25th Ward):
Holy Corinthian M.B. Church, No. 2307 S. California Avenue--sign inspection.

Saint Anthony's Hospital, No. 2847 W. 19th Street--elevator, fire alarm and fire prevention inspections (3).

BY ALDERMAN NARDULLI (26th Ward):
Saint Nicholas School, No. 2234 W. Rice Street--boiler inspection.

BY ALDERMAN RAY (27th Ward):
Catholic Charities, No. 126 N. Desplaines Street--elevator inspection.

Chase House, Inc., No. 211 S. Ashland Boulevard--mechanical ventilation inspection.

Goodwill Industries of Chicago and Cook County, No. 120 S. Ashland Boulevard--boiler and fuel burning equipment, building, elevator, mechanical ventilation, canopy and revolving door, and sign inspections (6).

BY ALDERMAN MARTINEZ (31st Ward):
Chicago Association for Retarded Citizens, No. 8 S. Michigan Avenue--boiler and fuel burning equipment inspection.

Inner City Impact, No. 2704 W. North Avenue--elevator inspection.

BY ALDERMAN MELL (33rd Ward):
The Lutheran Day Nursery, Nos. 1802 - 1808 N. Fairfield Avenue--elevator inspection.

BY ALDERMAN LAURINO (39th Ward):
Salvation Army, No. 5040 N. Pulaski Road--refrigeration inspection.

BY ALDERMAN RITTENBERG (40th Ward):
Edgewater Hospital, No. 5700 N. Ashland Avenue--real estate-compensation inspection.

BY ALDERMAN NATARUS (42nd Ward):
Chicago Wesley Memorial Hospital, No. 250 E. Superior Street--sign inspection.

Illinois College of Podiatric Medicine, No. 1001 N. Dearborn Street--sign inspection.

Medinah Temple, No. 600 N. Wabash Avenue--sign inspection.

BY ALDERMAN OBERMAN (43rd Ward):
Children's Memorial Hospital, No. 2300 N. Children's Plaza--building inspection.

BY ALDERMAN MERLO (44th Ward):
Mo Ming Collections, Inc., No. 1034 W. Barry Avenue--fire prevention inspection.

Saint Alphonsus Church, No. 1429 W. Wellington Avenue--public place of assembly inspection.

BY ALDERMAN RITTENBERG (for the 46th Ward):
Japanese American Service Committee, No. 4427 N. Clark Street--boiler and fuel burning equipment and unfired pressure vessel, and mechanical ventilation inspections (2).

Mary Bartelme Homes, No. 4633 N. Dover Street--fire prevention inspection.

*Refund of Fees:*

BY ALDERMAN NATARUS (42nd Ward):
Middle States Construction, Inc., No. 33 W. Monroe Street--electrical installation and data processing system installation fees (2).

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## APPROVAL OF JOURNAL OF PROCEEDINGS.

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### JOURNAL (November 12, 1982).

Alderman Streeter moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on November 12, 1982 as follows:

Page 13388 -- by deleting the name "Batus" appearing on the fourth and sixth lines from the bottom of the page.

The motion *Prevailed.*

---

### JOURNAL (December 15, 1982).

Alderman Streeter moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on December 15, 1982 as follows:

Page 14241 -- by deleting the year "1982" appearing in the eleventh line from the bottom of the page and inserting the year "1983" in lieu thereof.

The motion *Prevailed.*

---

### JOURNAL (January 18, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, January 18, 1983, at 10:00 A.M., signed by him as such City Clerk.

Alderman Streeter moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

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## UNFINISHED BUSINESS.

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### Authority Granted for Execution of New Airport Use and Related Agreements Necessary for 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. and U. S. Air, Inc.

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of Proceedings of January 18, 1983 pages 14929-15503, recommending that the City Council pass a proposed ordinance authorizing the execution of a 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., and U. S. Air, Inc.

Alderman Oberman moved to postpone consideration of the said proposed ordinance.

Alderman Pucinski moved to *Lay the motion on the Table.*

The motion *Prevailed.*

Alderman Bloom then introduced the following amendment to the proposed ordinance:

The O'Hare International Airport Use Agreement is amended as follows:

1. Section 26.01 is amended to insert the words "or lack of political sponsorship" after the word "origin".

Alderman Bertrand moved to *Lay the amendment on the Table.*

The motion *Prevailed* by yeas and nays as follows:

*Yeas*--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Kellam, Sheahan, Kelley, Stemberk, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Merlo, Clewis, Schulter, Stone--35.

*Nays*--Aldermen Evan, Bloom, Streeter, Davis, Oberman, Volini, Orr--7.

Thereupon 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Frost moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

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 15665 through 16236 of this Journal.]

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**Approval Given to Revised Redevelopment Plan for Blighted Commercial Area Project South Loop.**

On motion of Alderwoman Barden the City Council took up for consideration the report of the Committee on Housing, City and Community Development deferred and published in the Journal of the Proceedings of January 18, 1983, pages 15513-15514 recommending that the City Council pass a proposed ordinance transmitted with the committee's report to approve the Revised Redevelopment Plan for Blighted Commercial Area Project South Loop.

On motion of Alderwoman Barden 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

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; and

(Continued on page 16237)

# CHICAGO - O'HARE INTERNATIONAL AIRPORT

**********

## 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 15705 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 15707 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 15709 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 15711 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 15713 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 15715 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

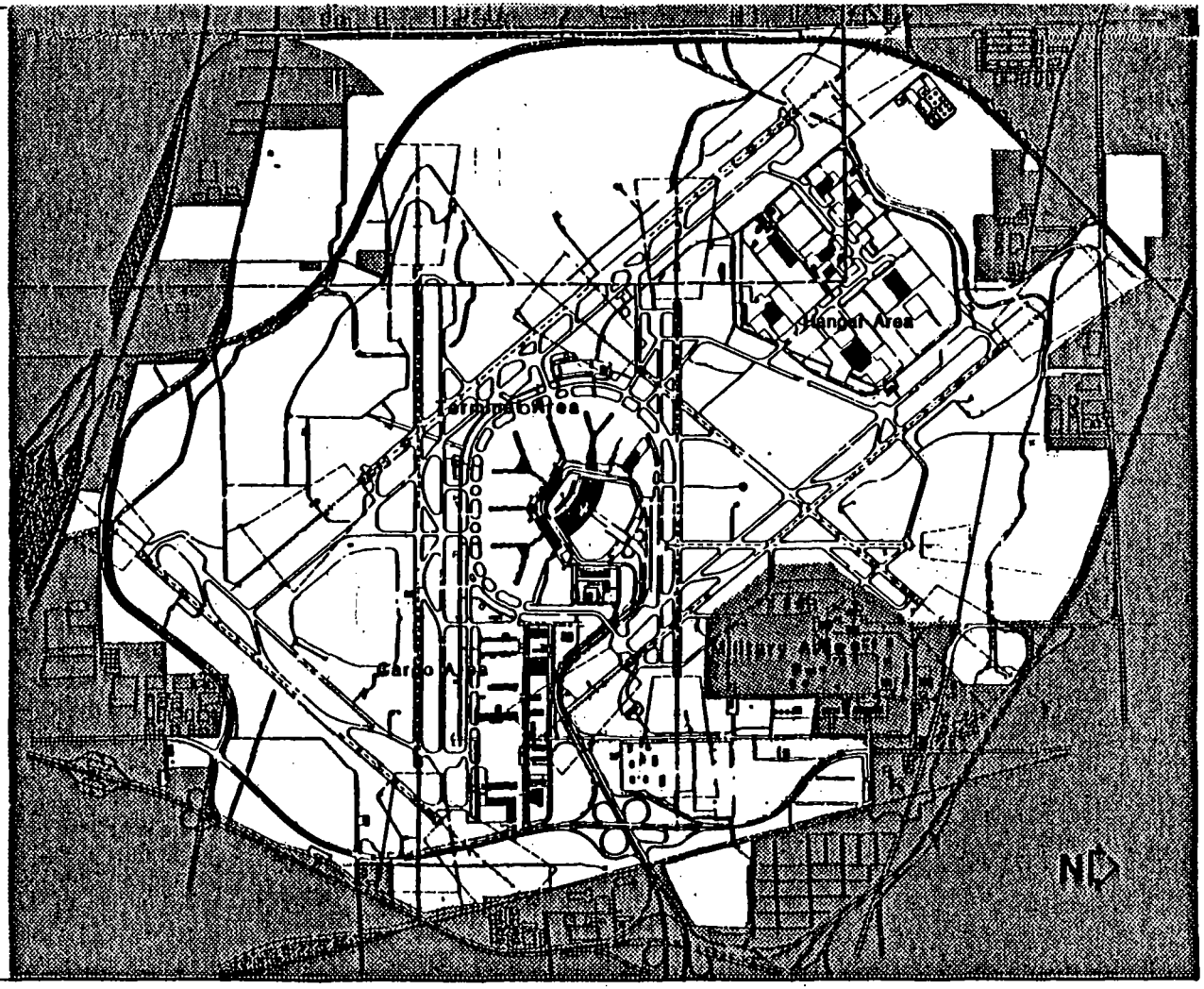
_____

By: _____
_____ President

Attest:

_____
_____ Secretary

12.7.82




CHICAGO O'HARE INTERNATIONAL AIRPORT

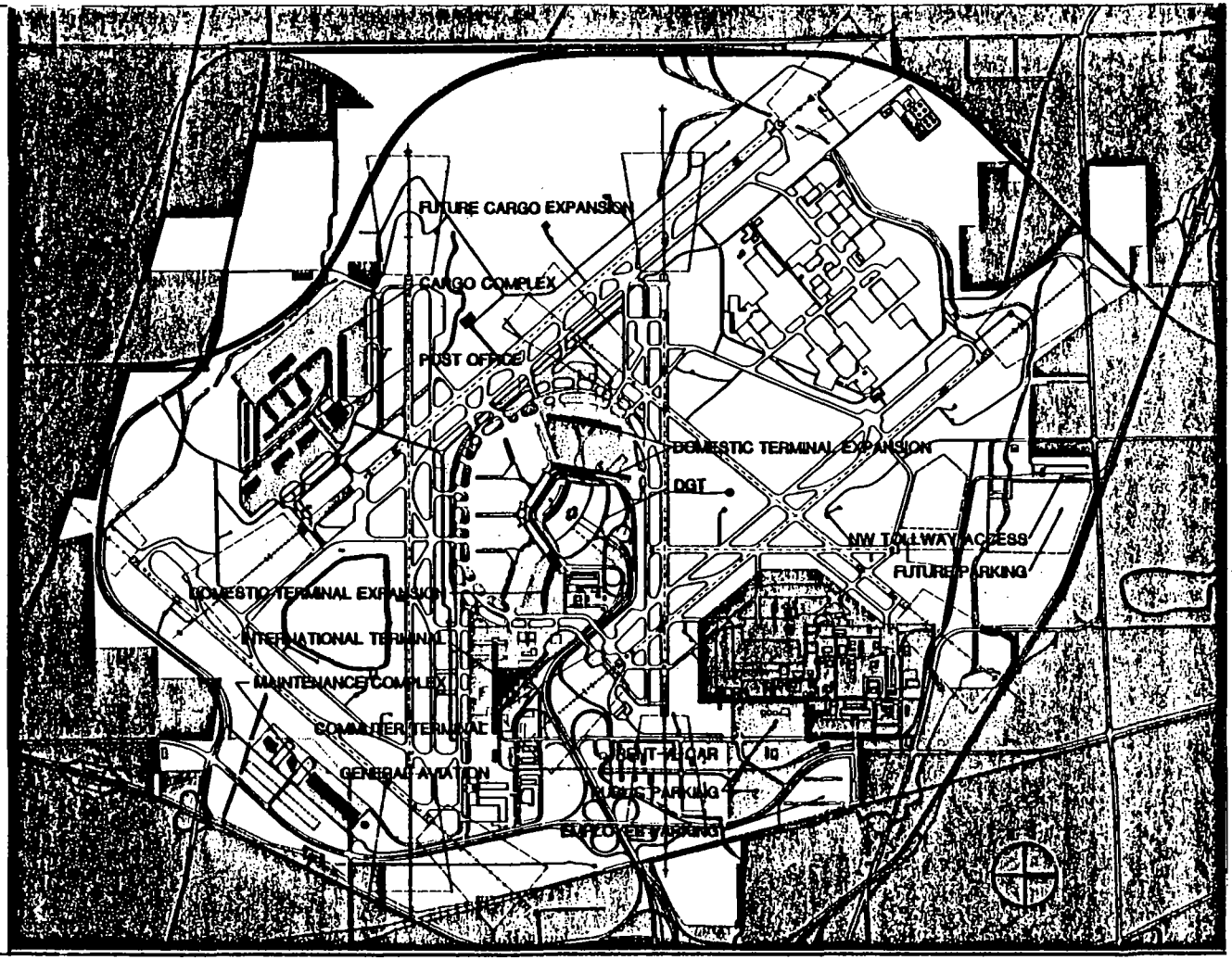
City of Chicago Jane M. Byrne Mayor Thomas Kapostis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

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 Managing General 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

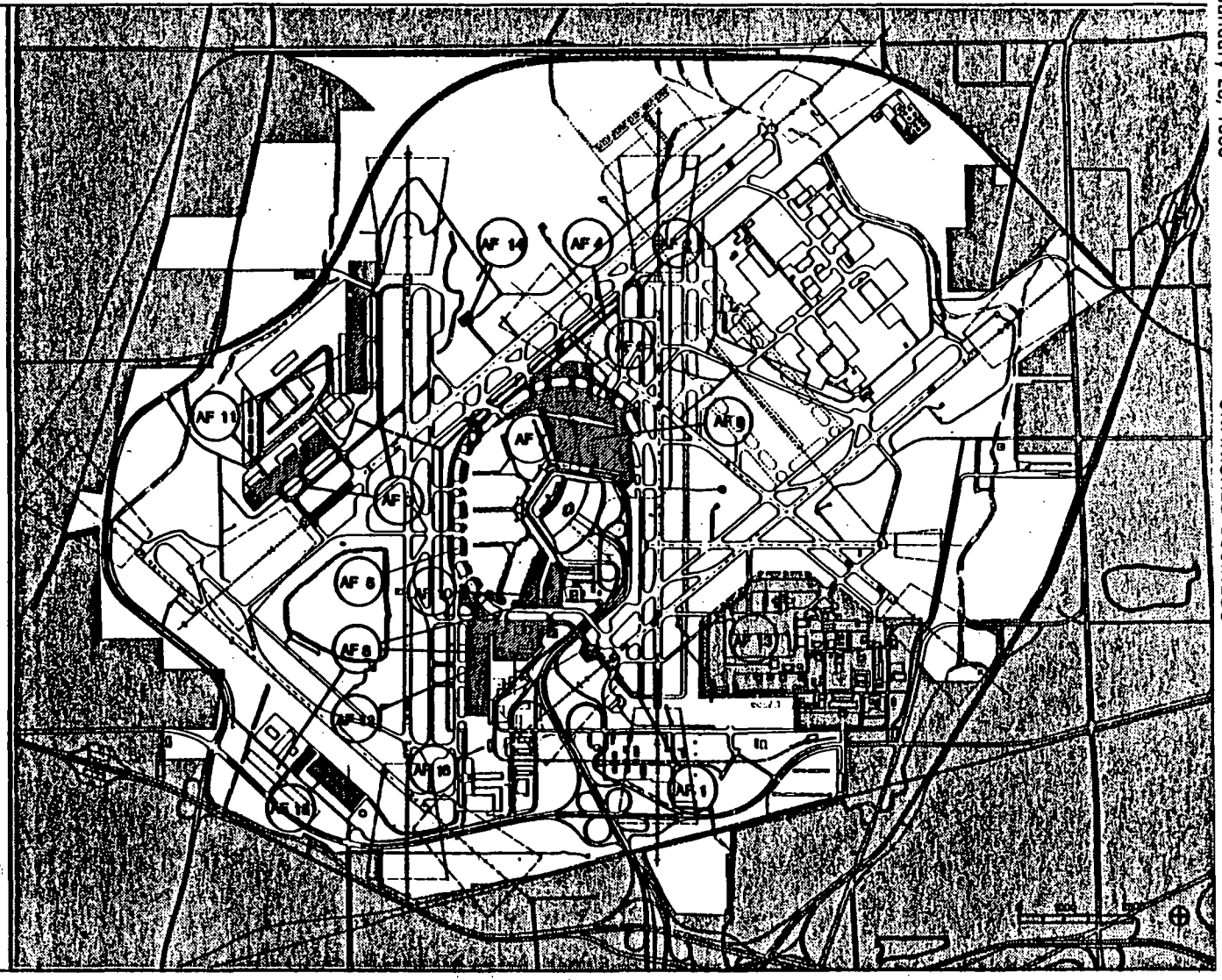
| | CATEGORY 1 | CATEGORY 2 | TOTALS |
|---|---|---|---|
| Airfield (AF): | $29,943,774 | $12,607,704 | $42,551,478 |
| Terminal Area (TA): | $18,960,480 | $2,799,360 | $21,759,840 |
| Terminal Support (TS): | $0 | $43,766,491 | $43,766,491 |
| International Terminal (IT): | $0 | $298,080 | $298,080 |
| 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 Reposki Commissioner of Aviation Jerome A. Butler 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

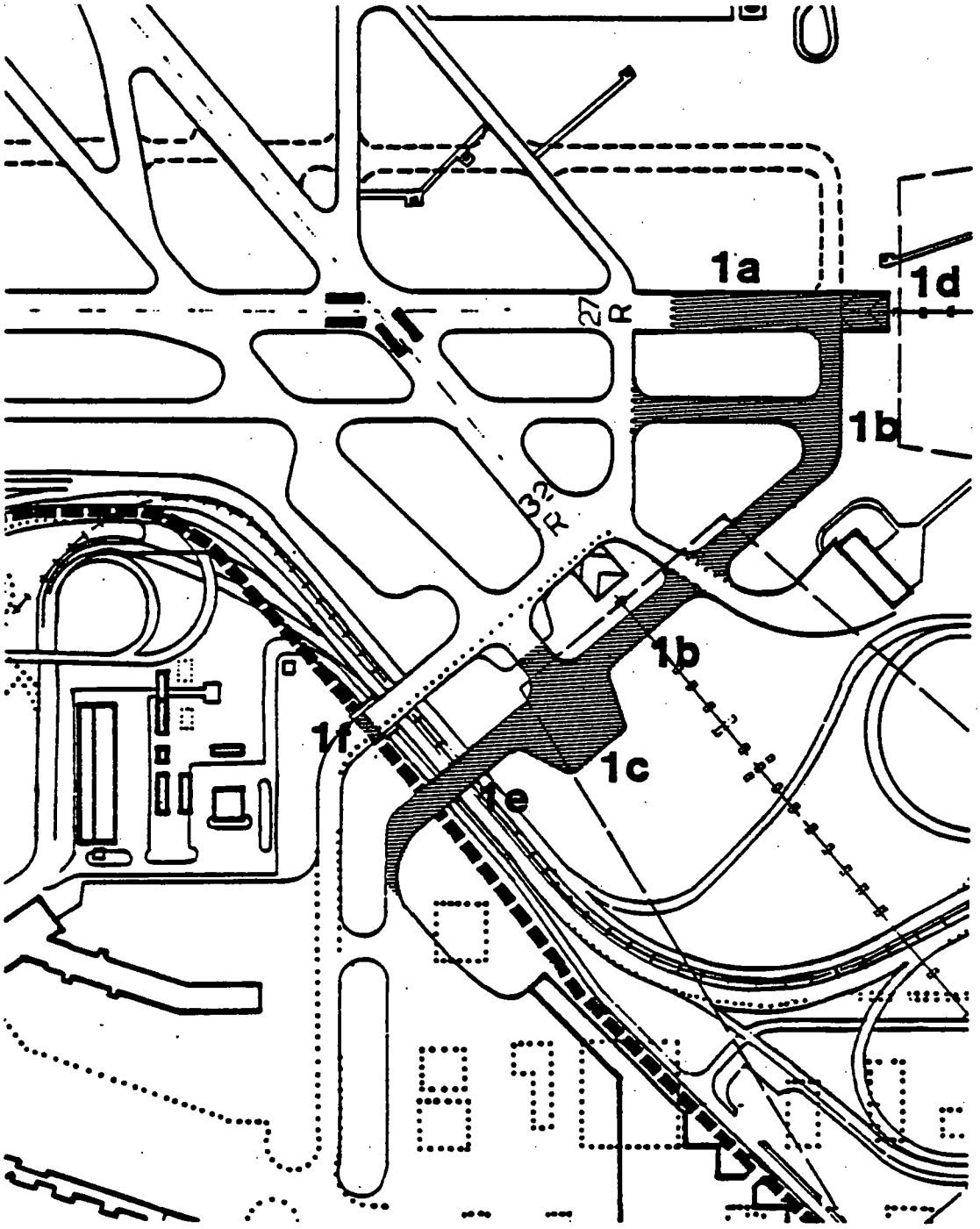
Airline Funded Total: $26,986,019

| Components | | Airline Funded Cost | Estimated Constr. Start | Estimated Constr. 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

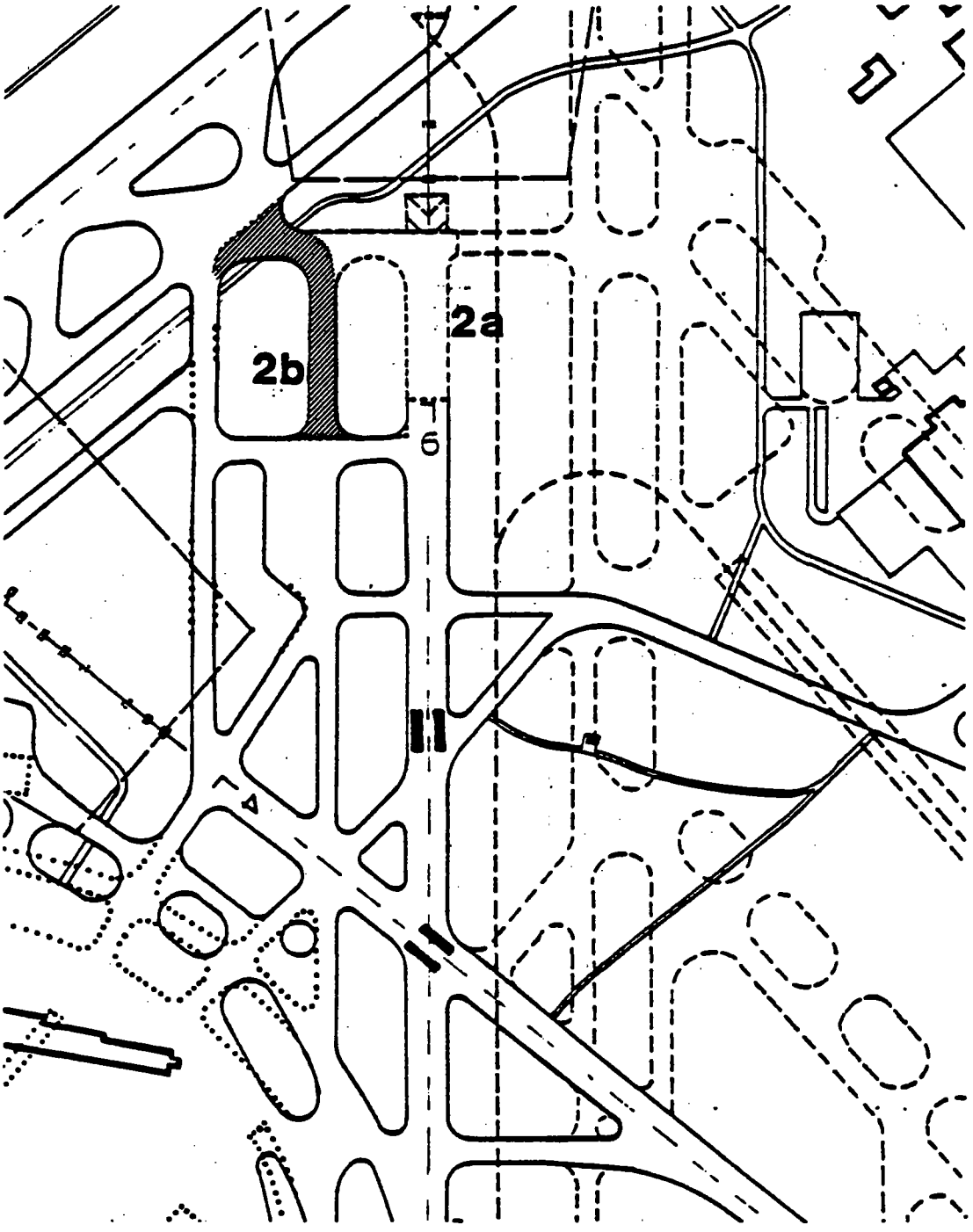
Airline Funded Total: $1,844,748

| 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

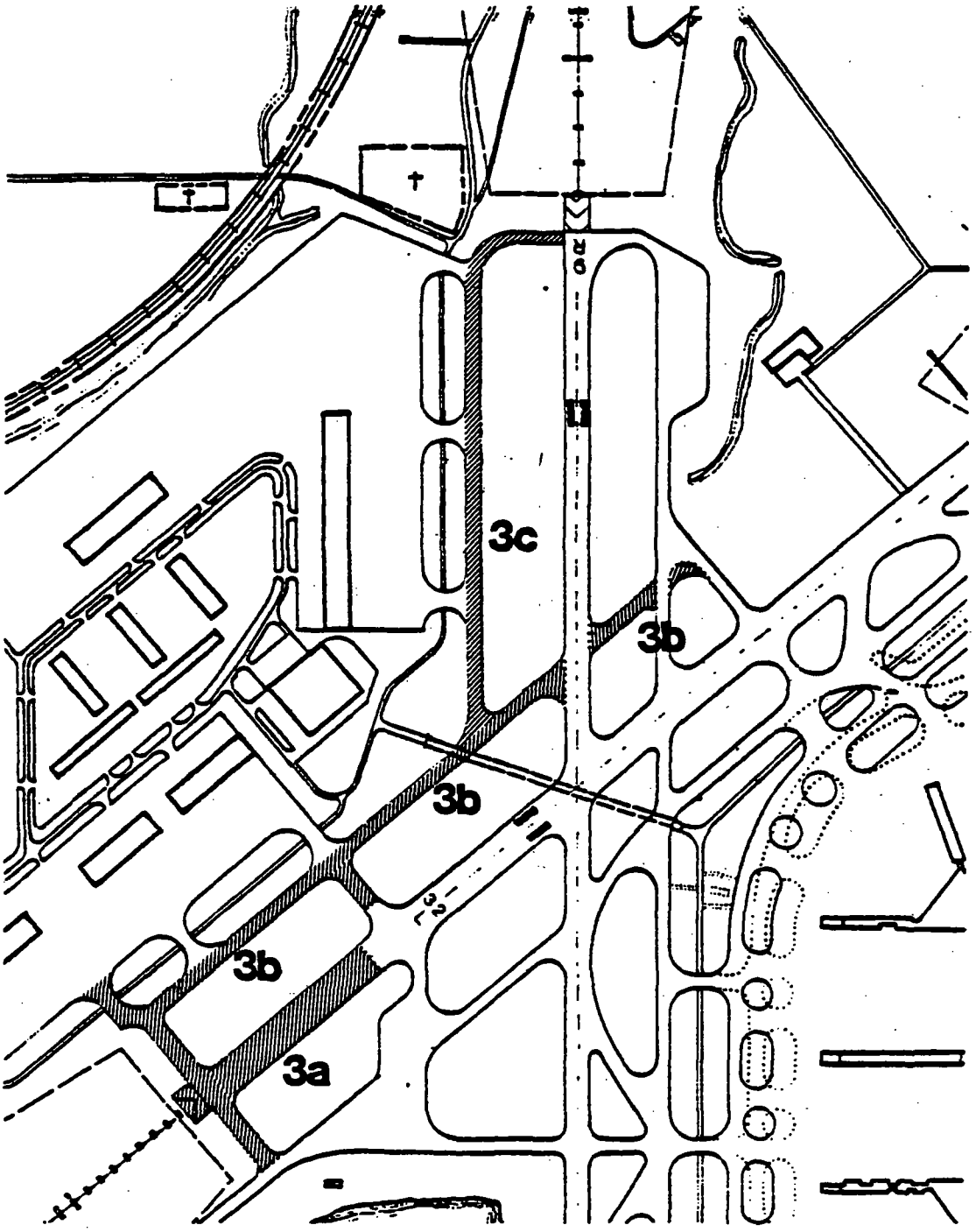
Airline Funded Total: $17,124,788

| Components | Airline Funded Cost | Estimated Constr. Start | 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

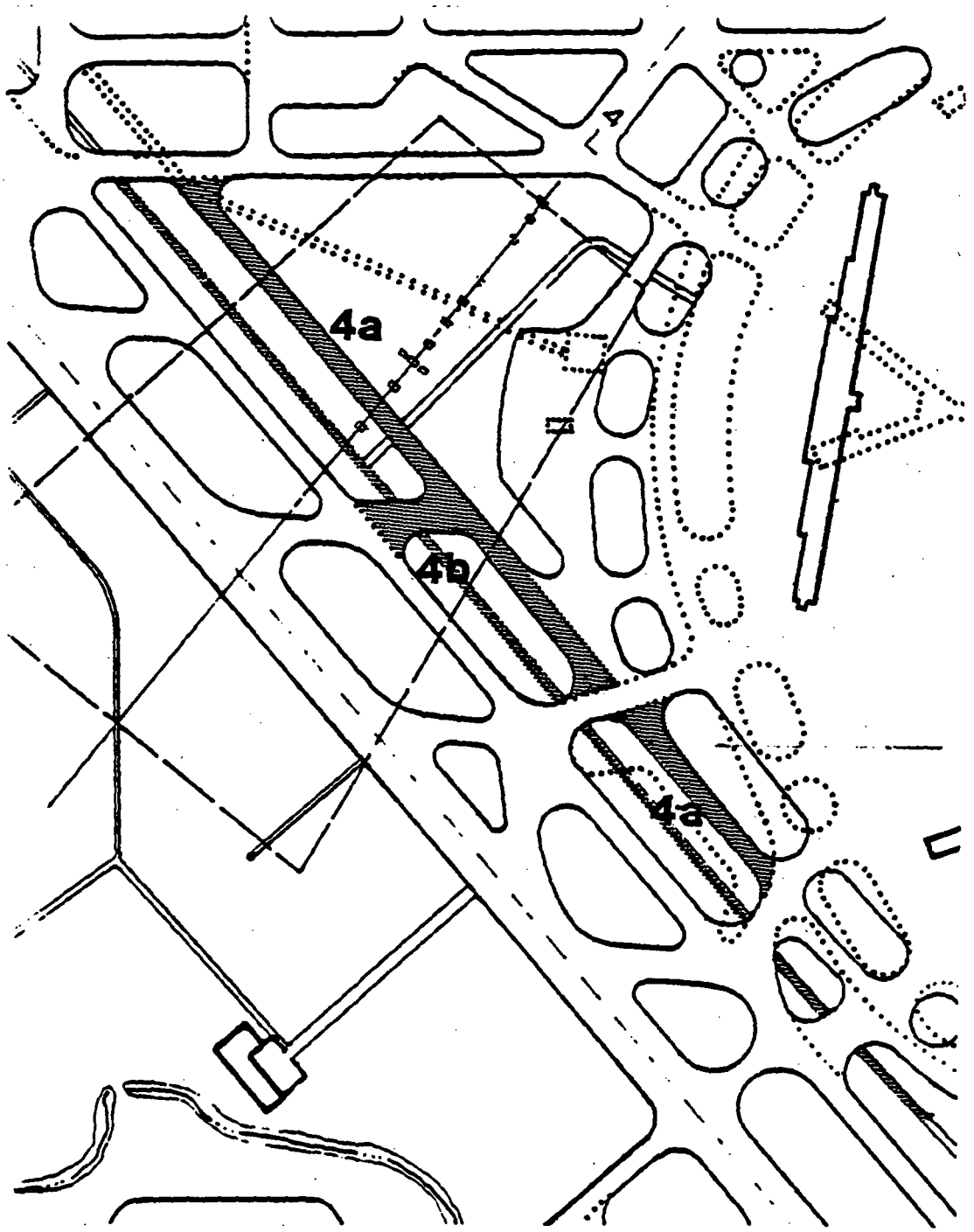
Airline Funded Total: $6,876,306

| 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

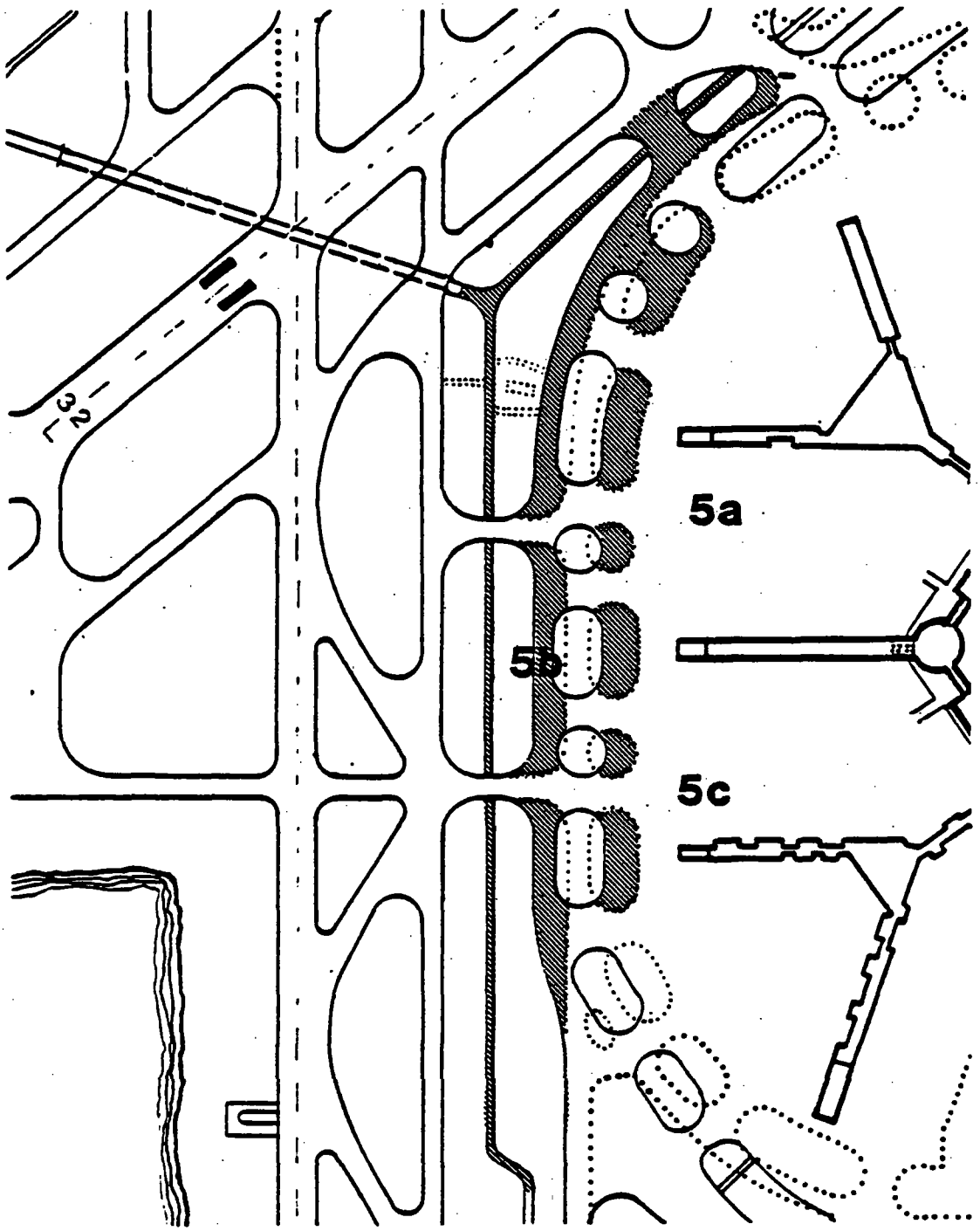
Airline Funded Total: $31,950,815

| 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

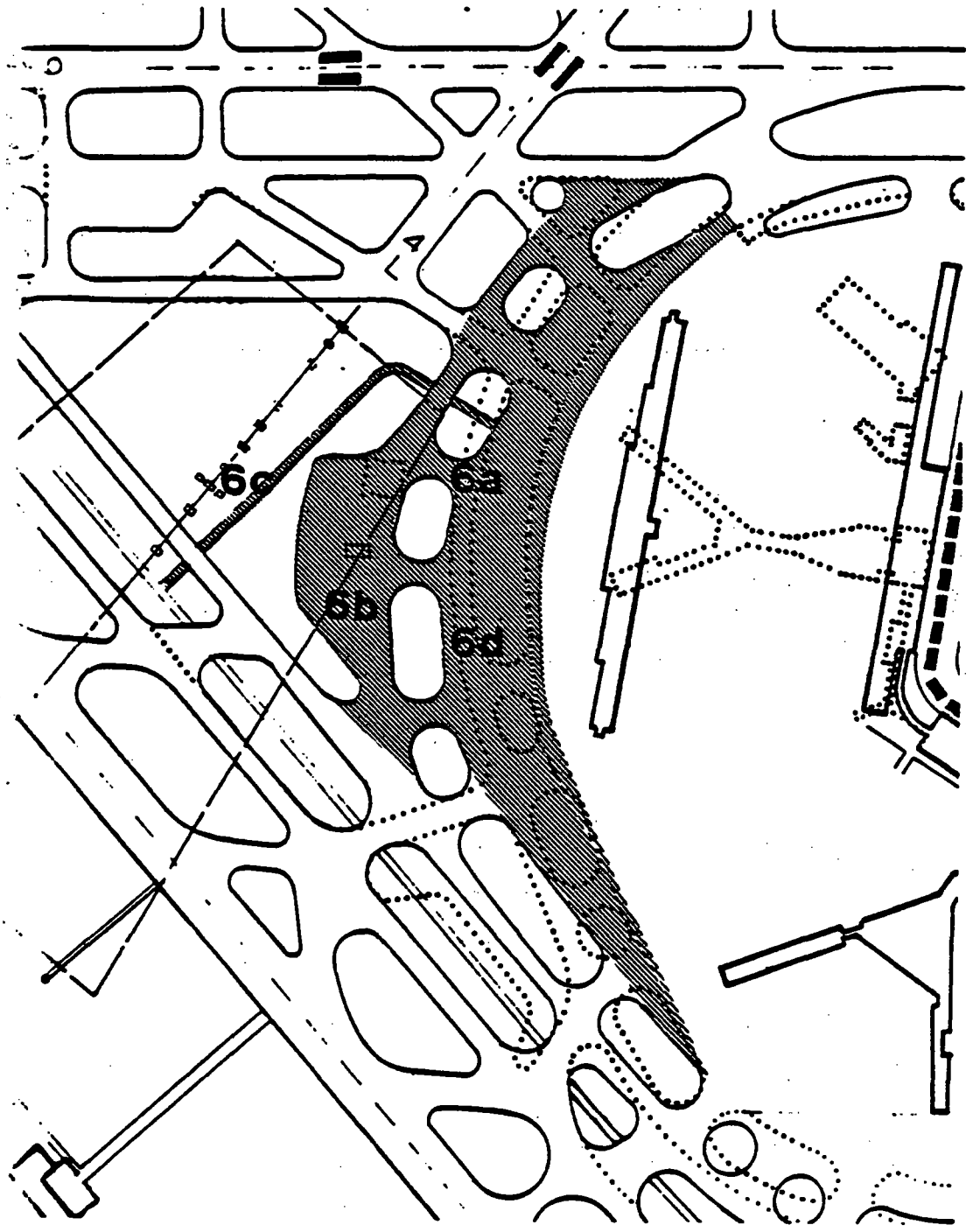
Airline Funded Total: $23,329,944

| Components | | Airline Funded Cost | Estimated Constr. Start | 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

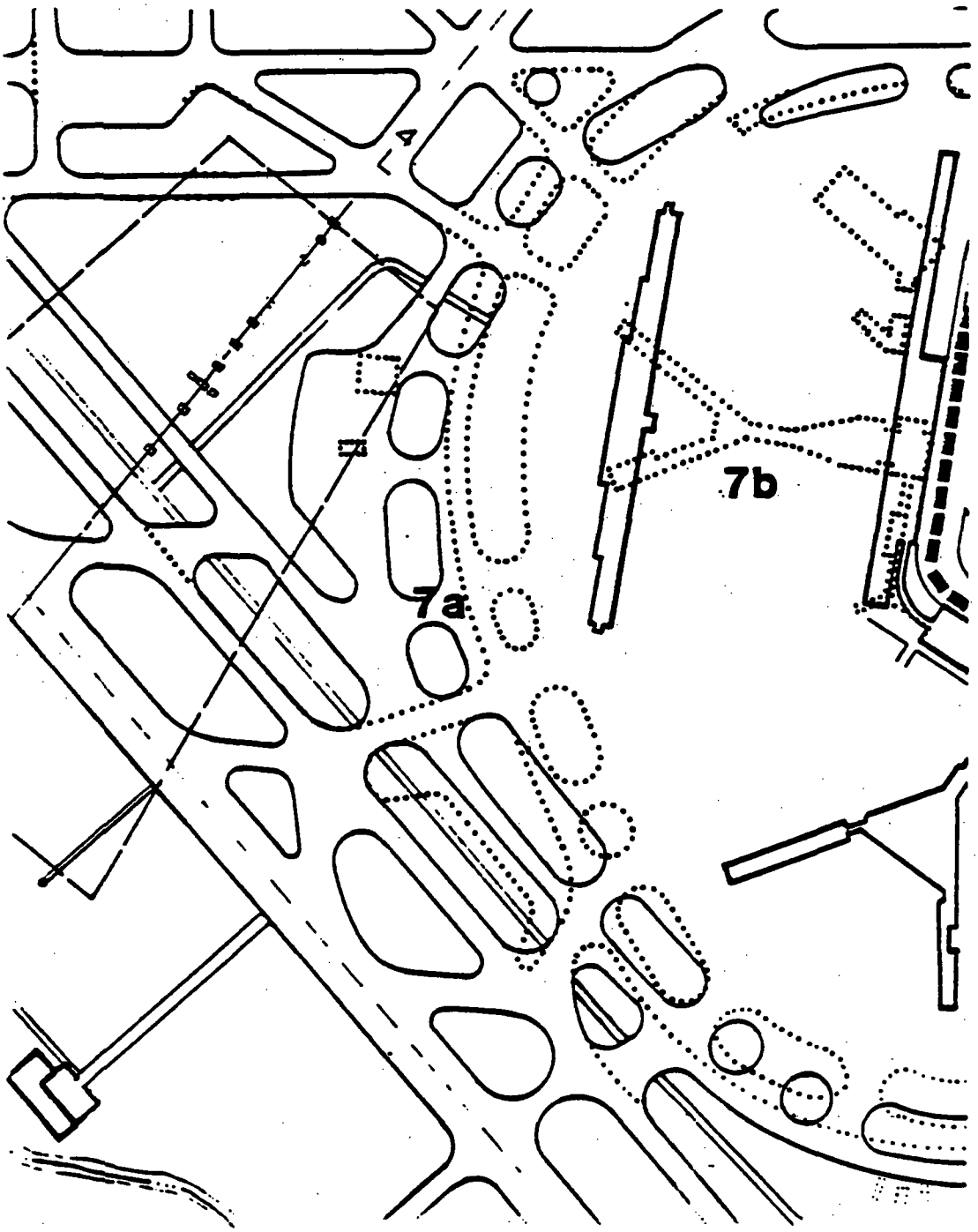
Airline Funded Total: $9,661,373

| Components | Airline Funded Cost | Estimated Constr. Start | Complete | Funding Priority |
|---|---|---|---|---|
| a. Electrical & Telephone Relocation | $7,743,293 | 9/84<br>3/88 | 8/85<br>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

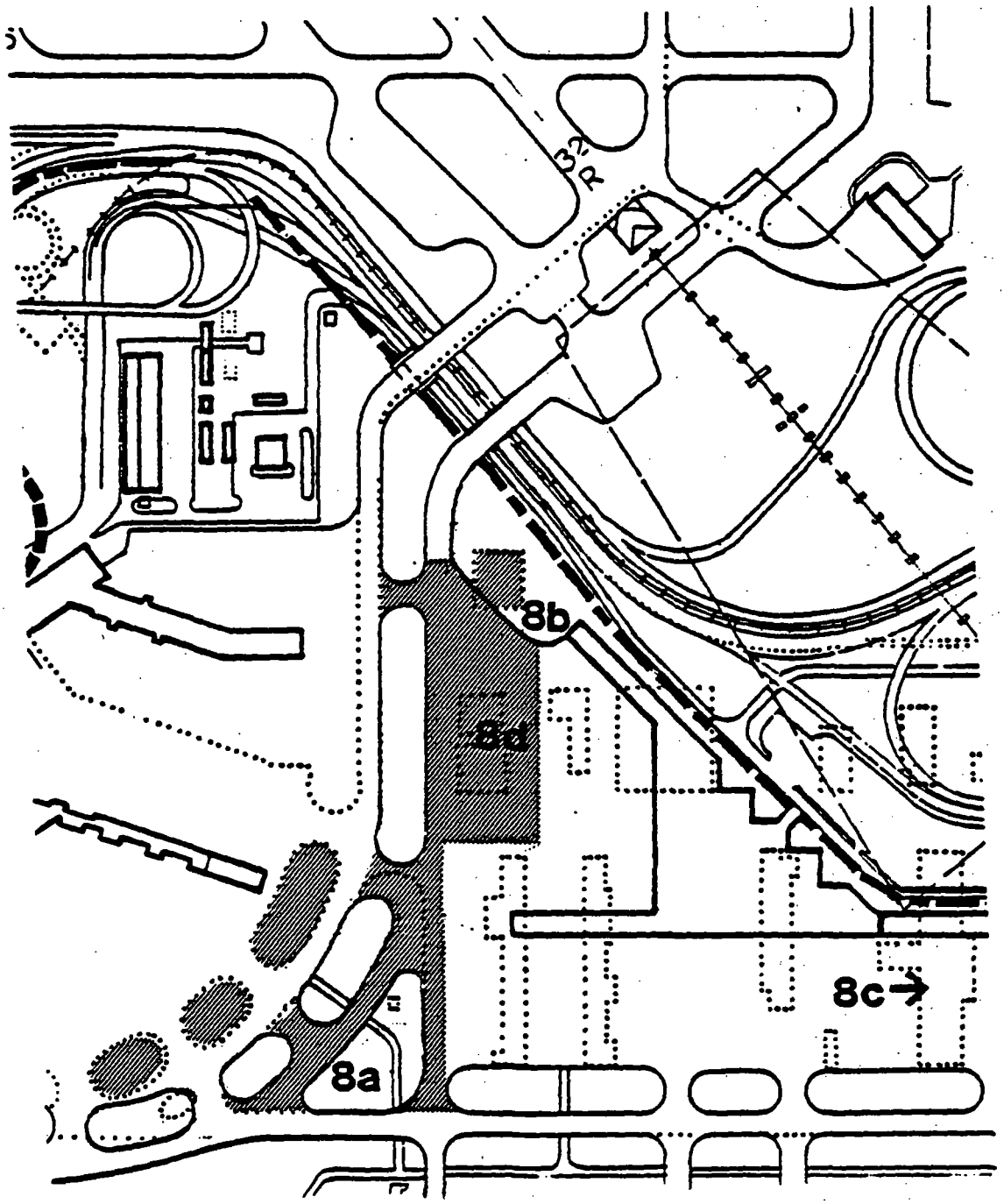
Airline Funded Total: $25,451,401

| 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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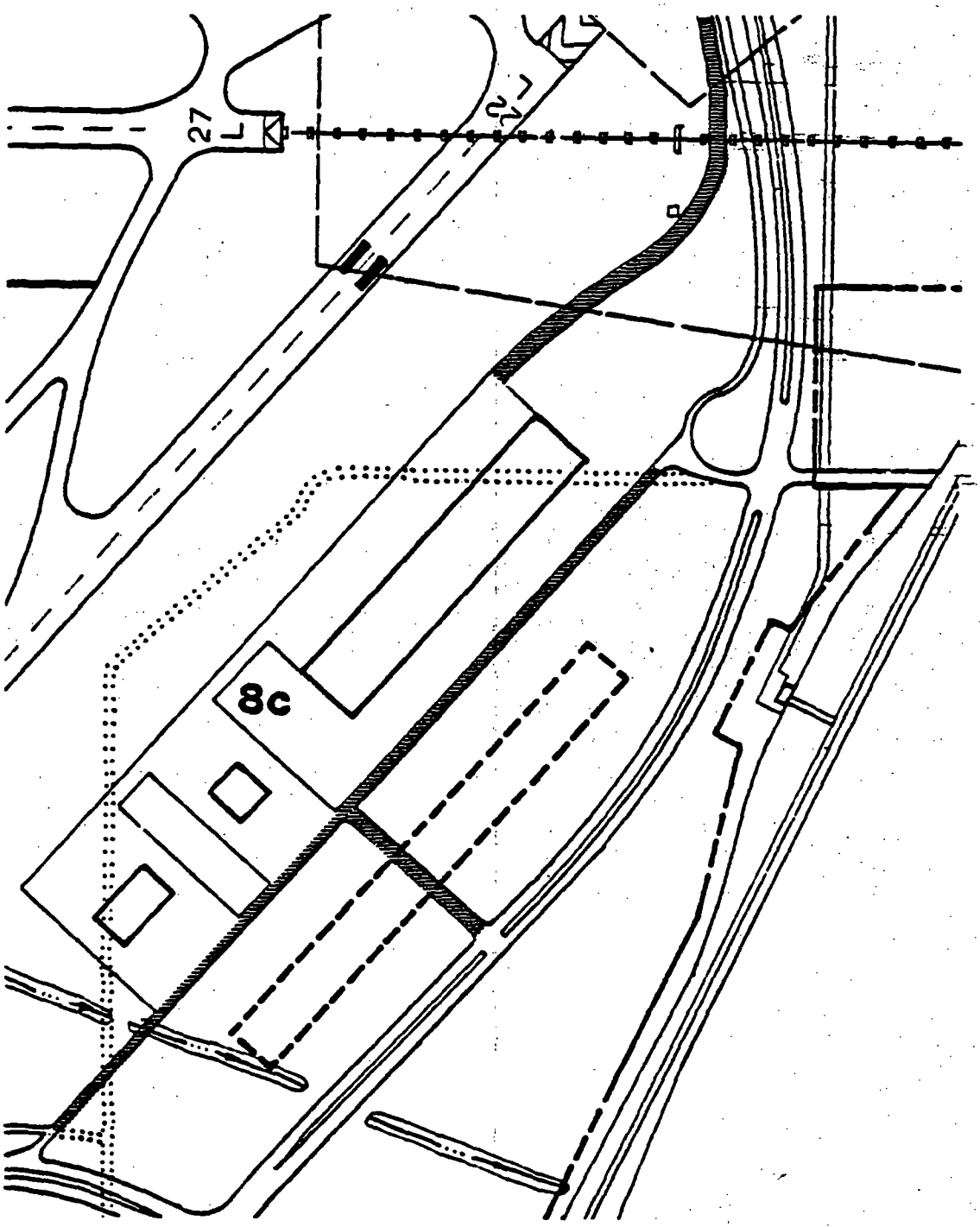
Inner/Outer Taxiway
K/L Relocation

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

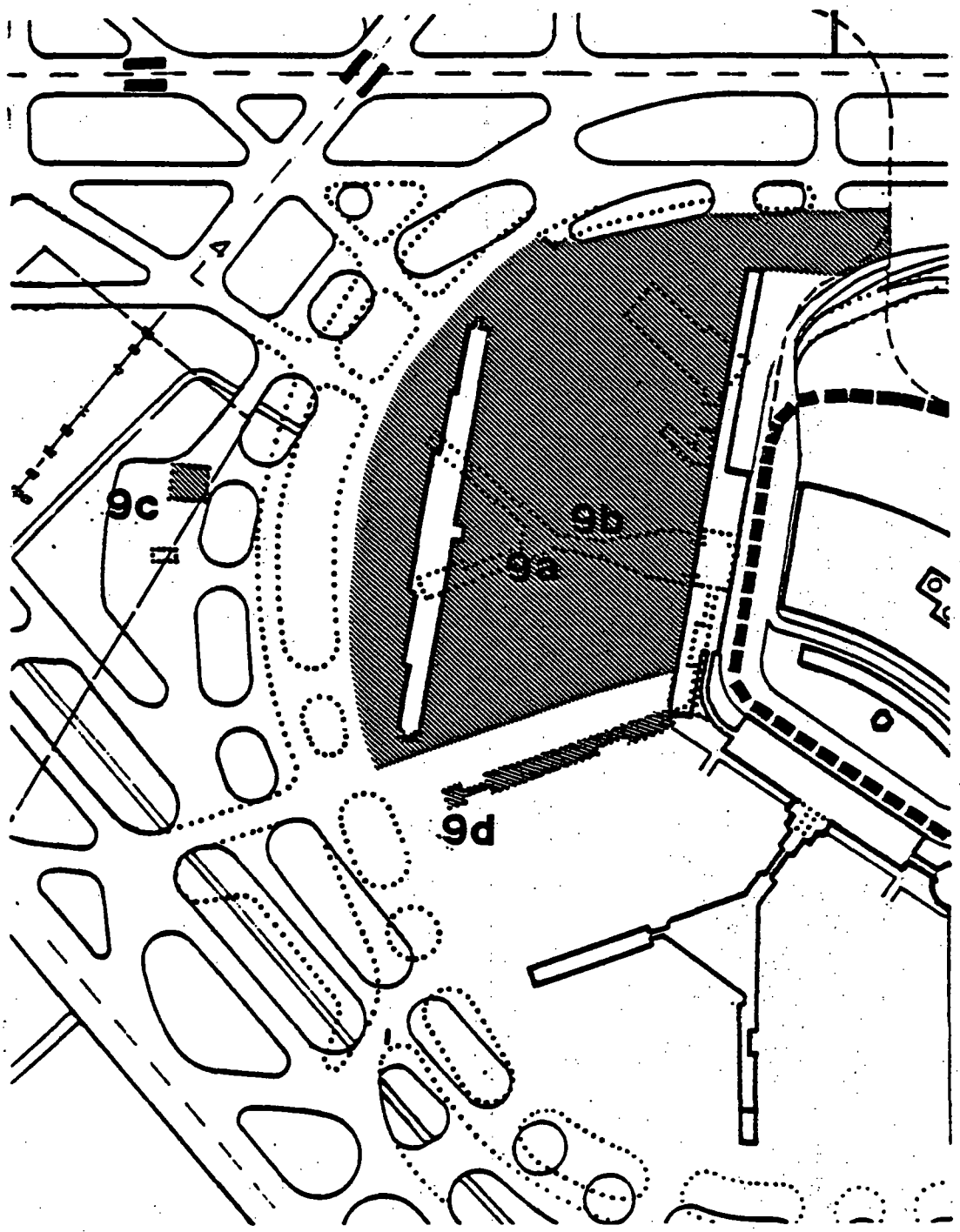
Airline Funded Total: $40,954,086

| 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




B/C Apron -

AF-9

# AIRPORT DEVELOPMENT PLAN

Number: AF-10 Date: 1/17/83

Name: Concourse L Apron

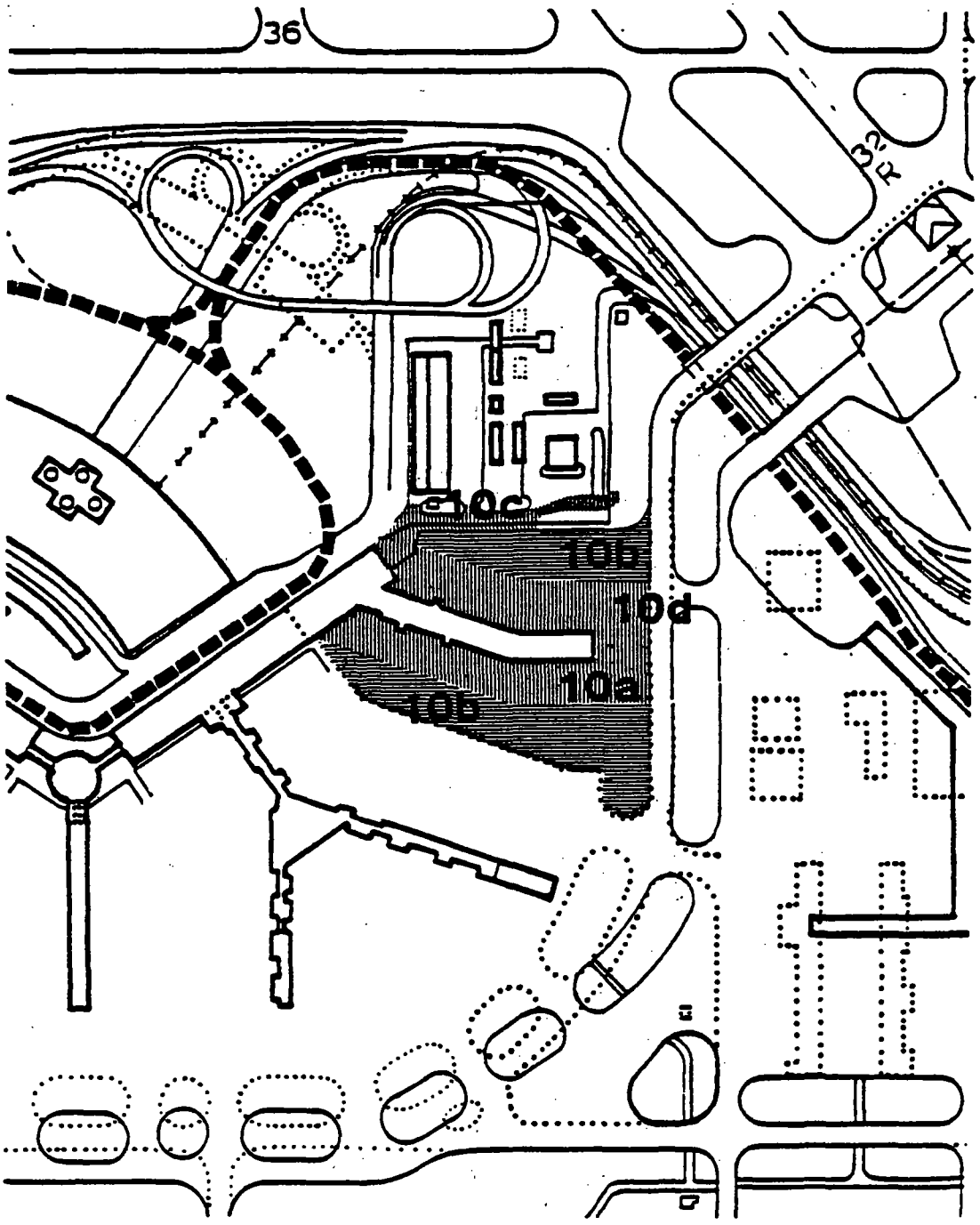
Airline Funded Total: $13,855,330

| 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




↑ 12.7.82

Concourse L Apron

AF-10

# AIRPORT DEVELOPMENT PLAN

Number: AF-11 Date: 1/17/83

Name: Cargo Apron Replacement

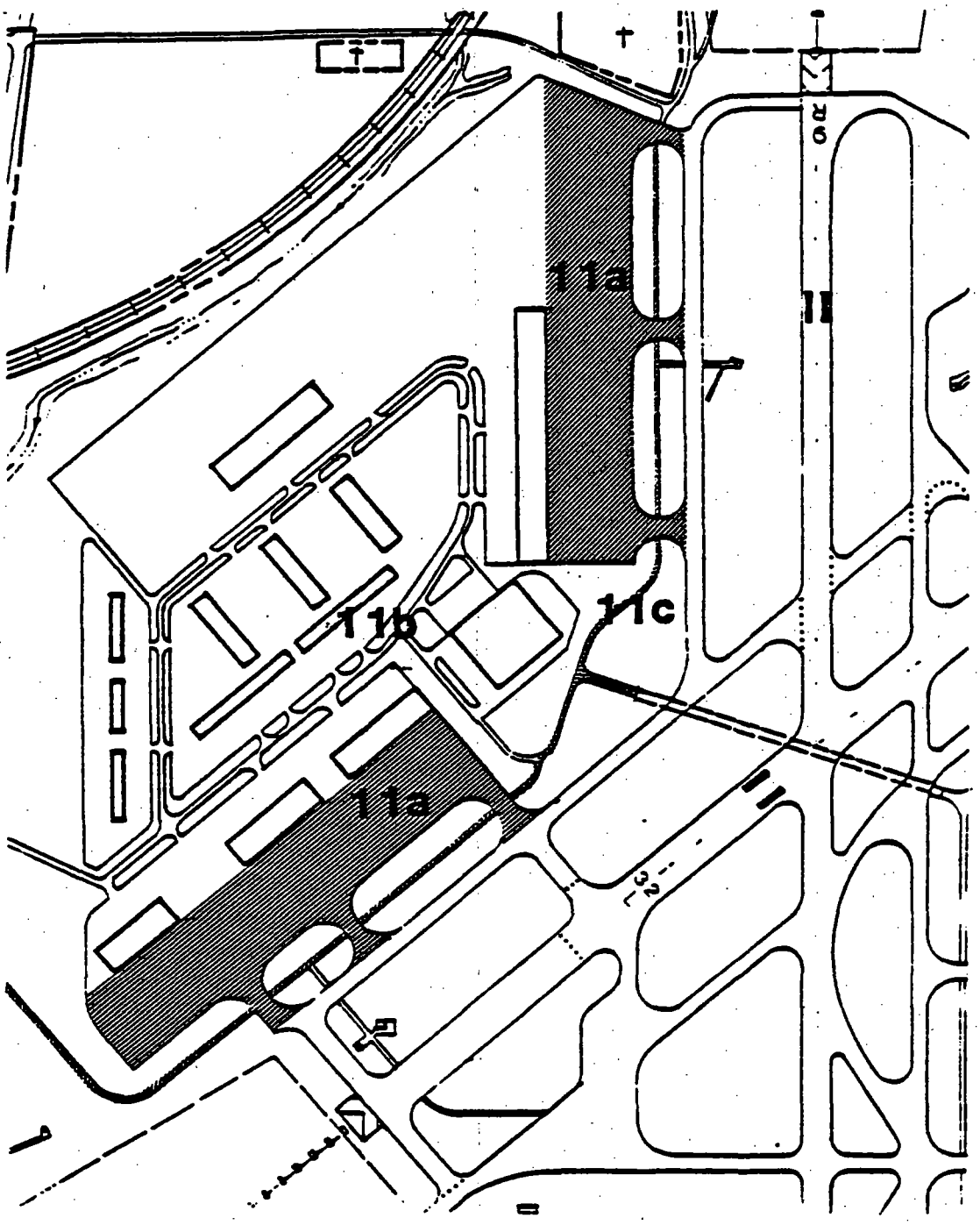
Airline Funded Total: $31,838,400

| 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




→ 11.17.82

Cargo Apron Replacement

AF-11

# AIRPORT DEVELOPMENT PLAN

Number: AF-12 Date: 1/17/83

Name: International and Commuter Apron

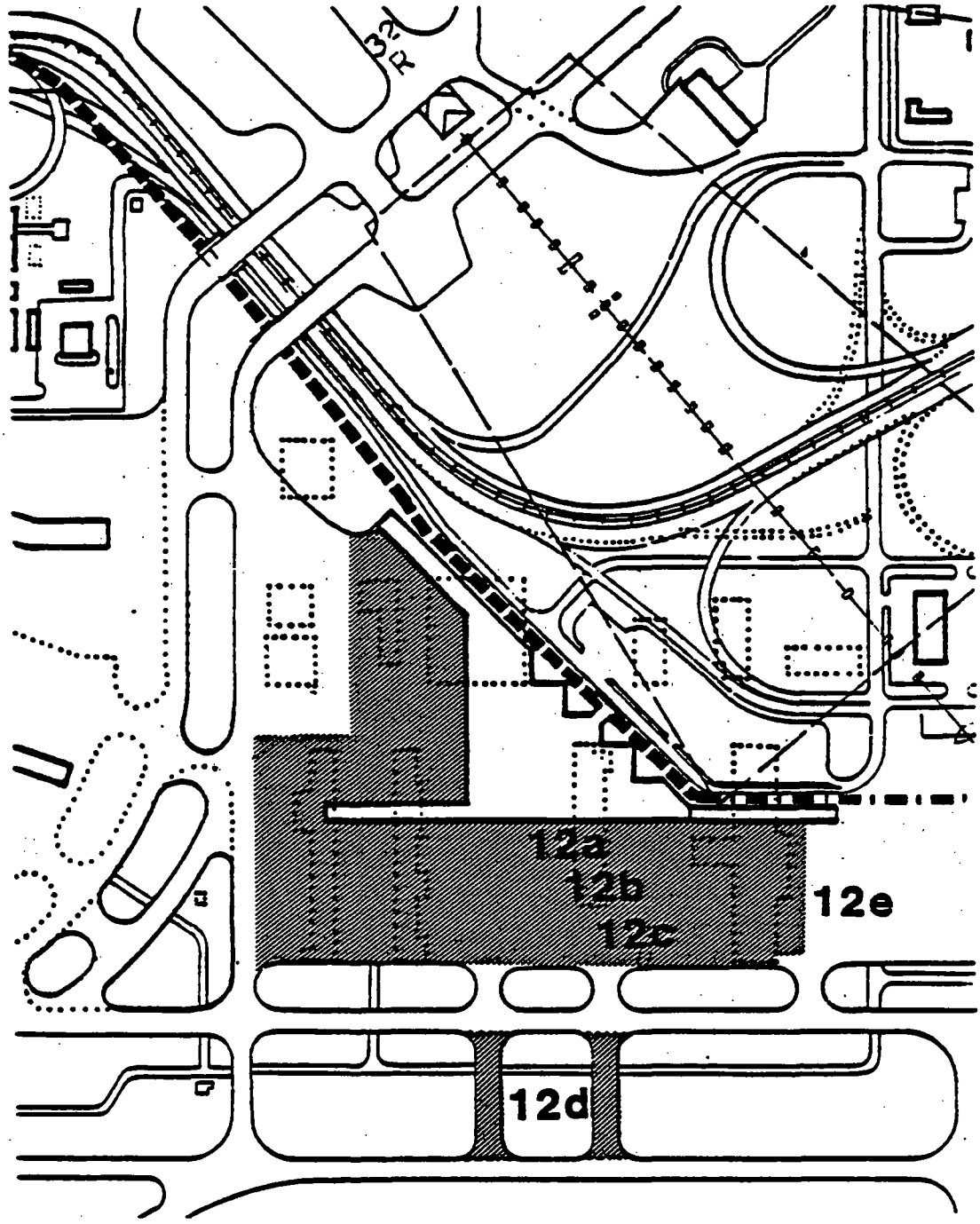
Airline Funded Total: $20,550,024

| Components | Airline Funded Cost | Estimated Constr. Start | 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




↑ 12.7.82

International Apron

AF-12

# AIRPORT DEVELOPMENT PLAN

Number: AF-13 Date: 1/17/83

Name: Military Site Aquisition

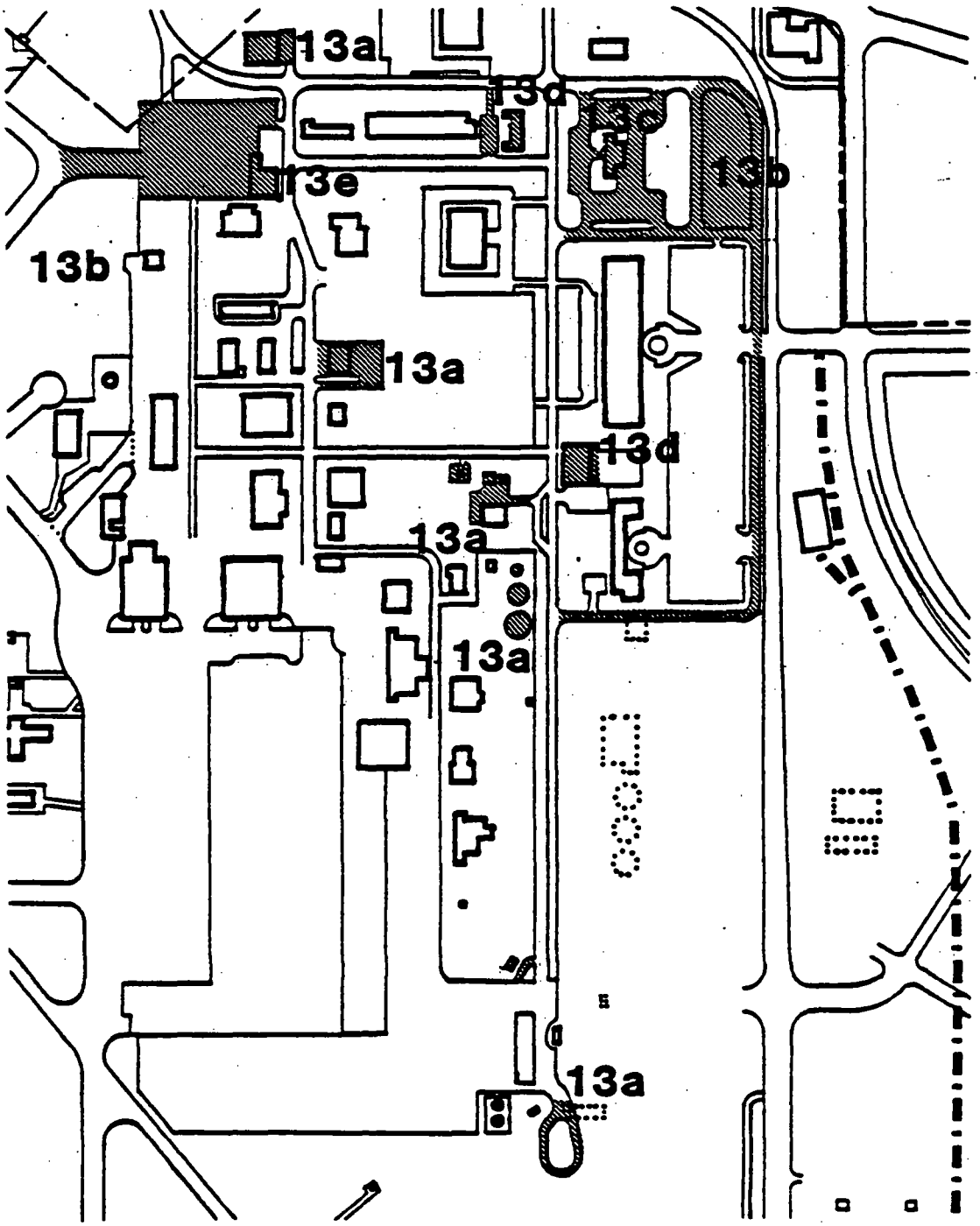
Airline Funded Total: $16,072,679

| 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




↑ 11.17.82

Military Site Acquisition

AF-13

# AIRPORT DEVELOPMENT PLAN

Number: AF-14 Date: 1/17/83

Name: Replacement CFR Station #1

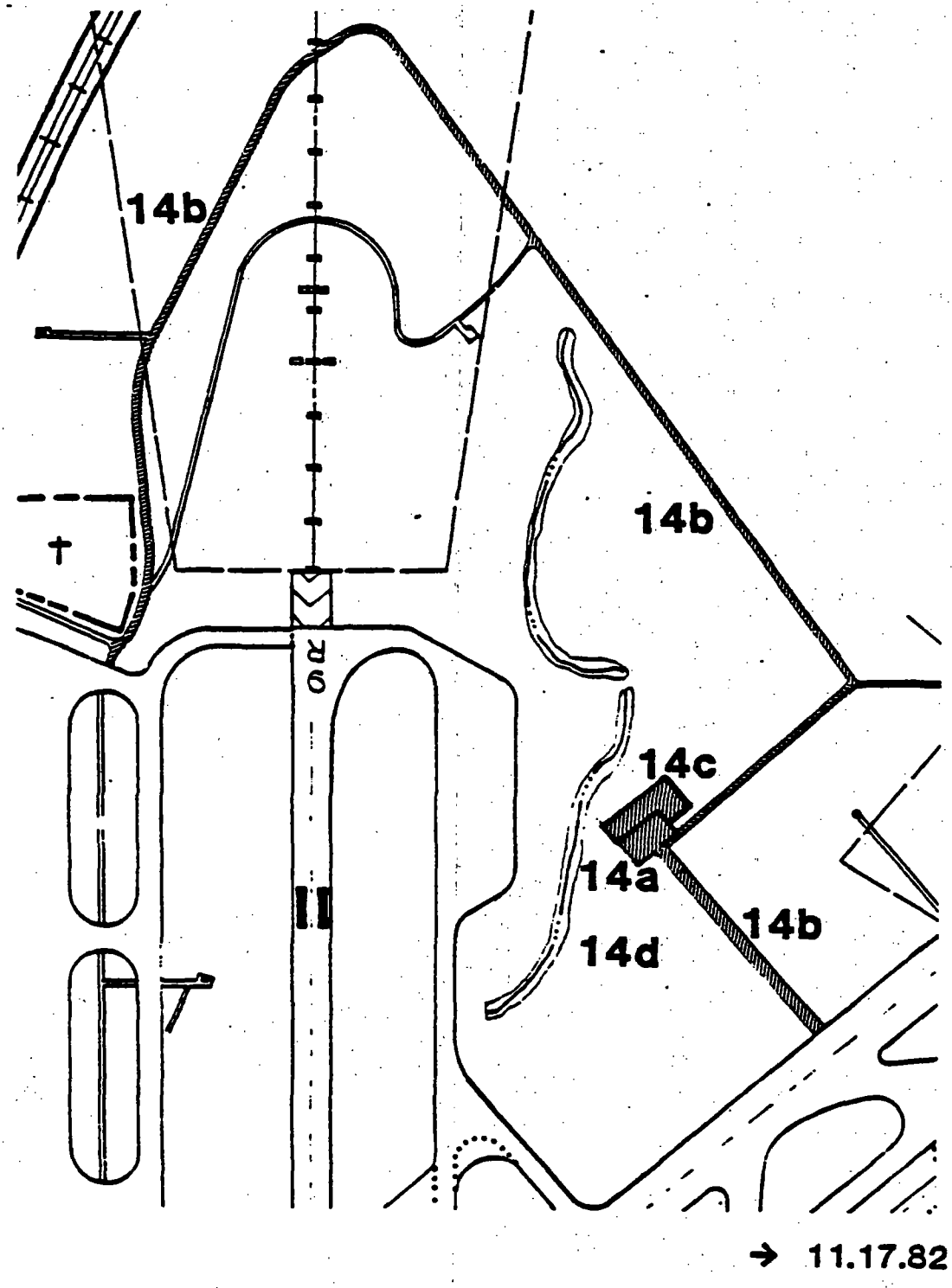
Airline Funded Total: $8,565,480

| 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 1)

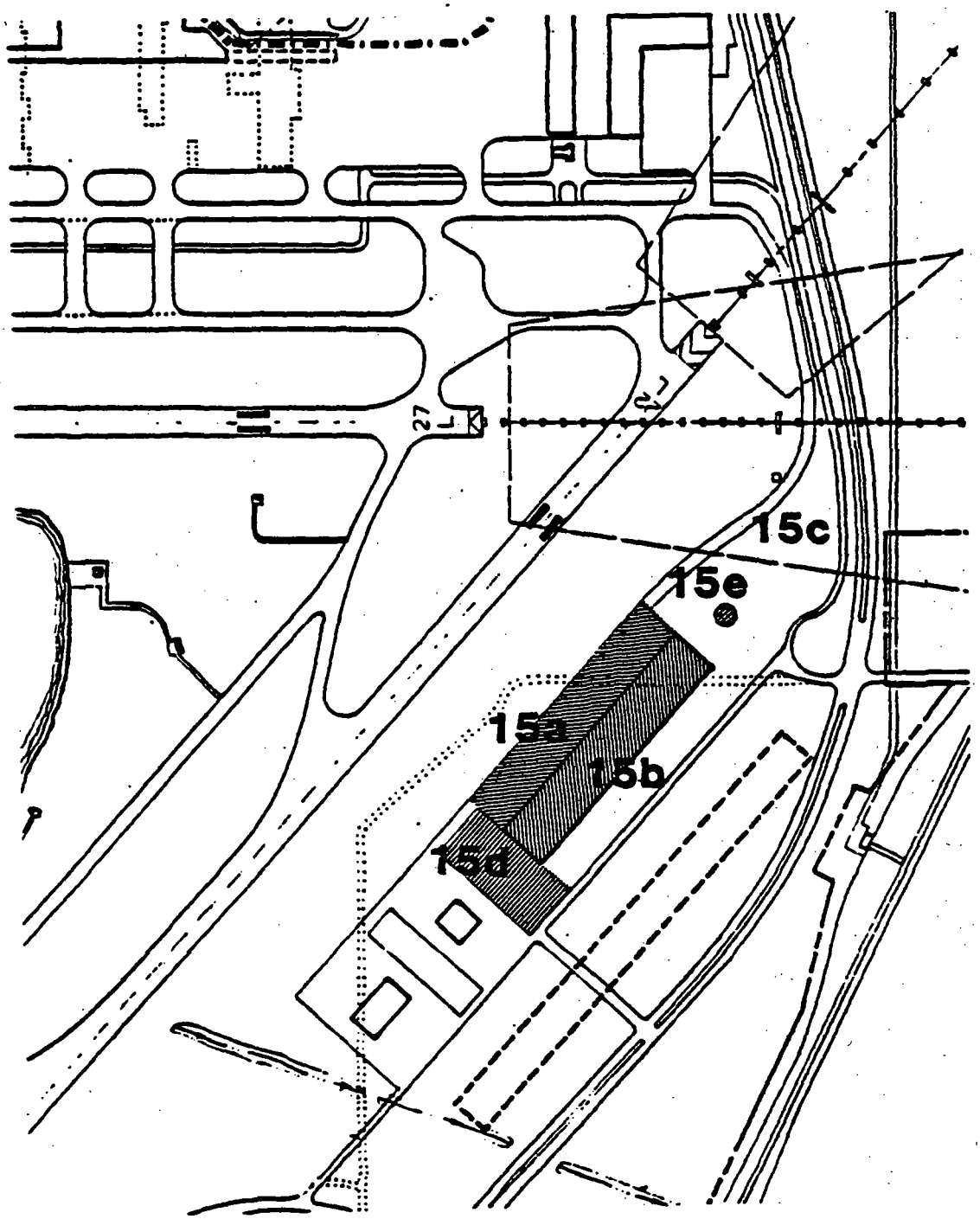
Airline Funded Total: $17,100,077

| 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




↑ 11.17.82

Southeast Services Area

AF-15

# AIRPORT DEVELOPMENT PLAN

Number: AF-16 Date: 1/17/83

Name: General Aviation Apron

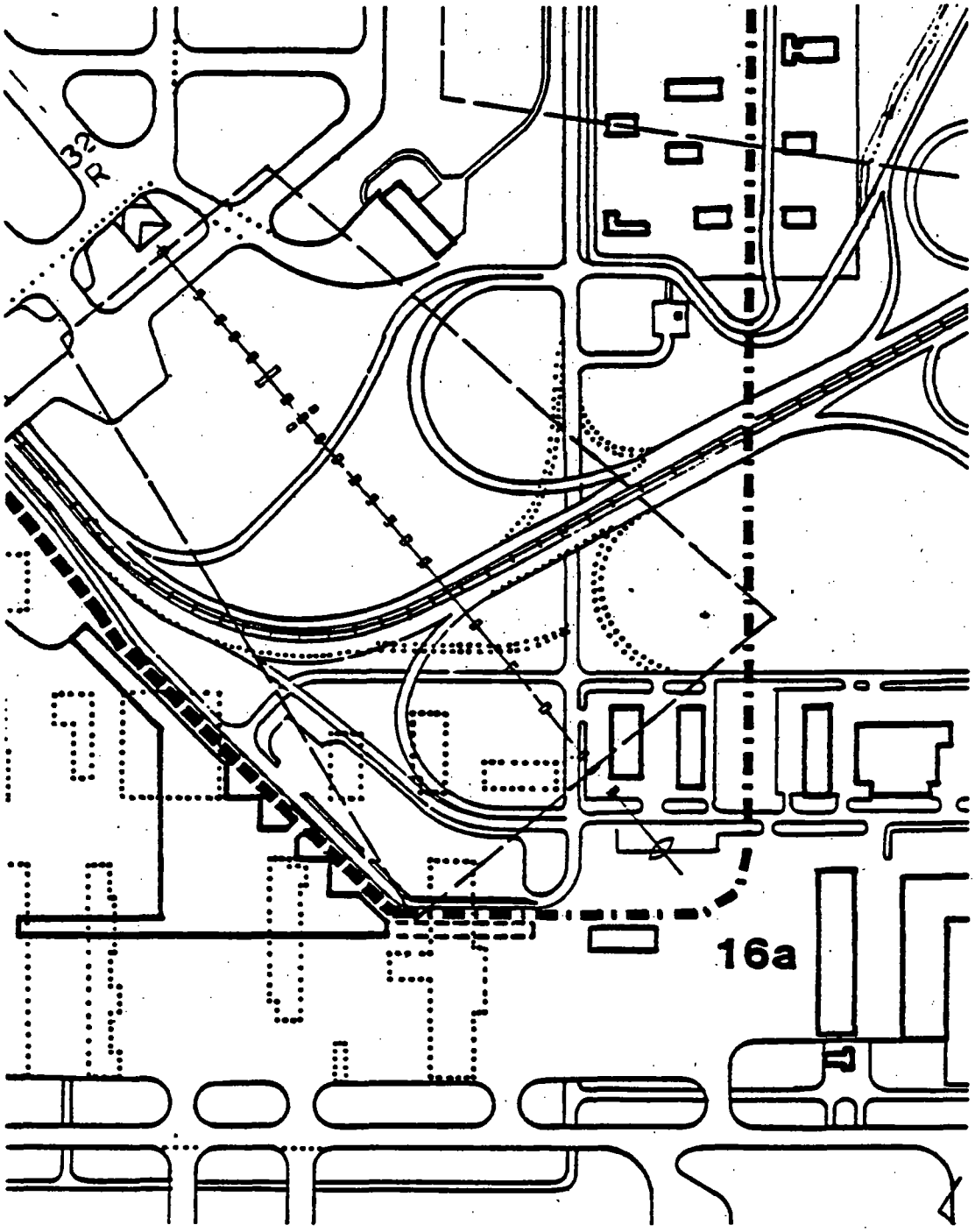
Airline Funded Total: $0

| 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

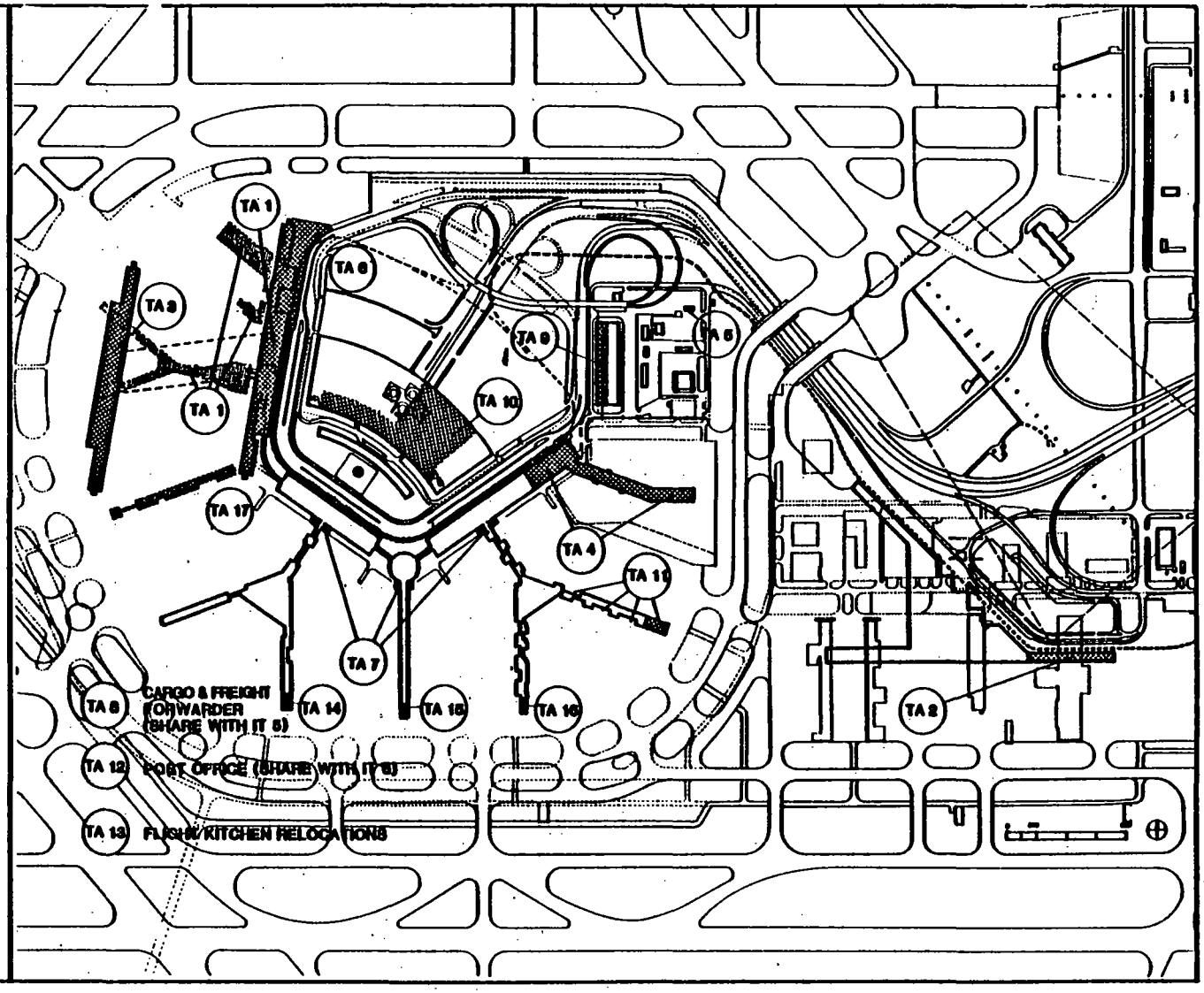
AF-16

# TERMINAL AREA CRC (TA)

**12.7.82**

TERMINAL AREA CRC CAPITAL PROJECTS

- TA-1. Terminal 1
- 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 Kapostis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
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

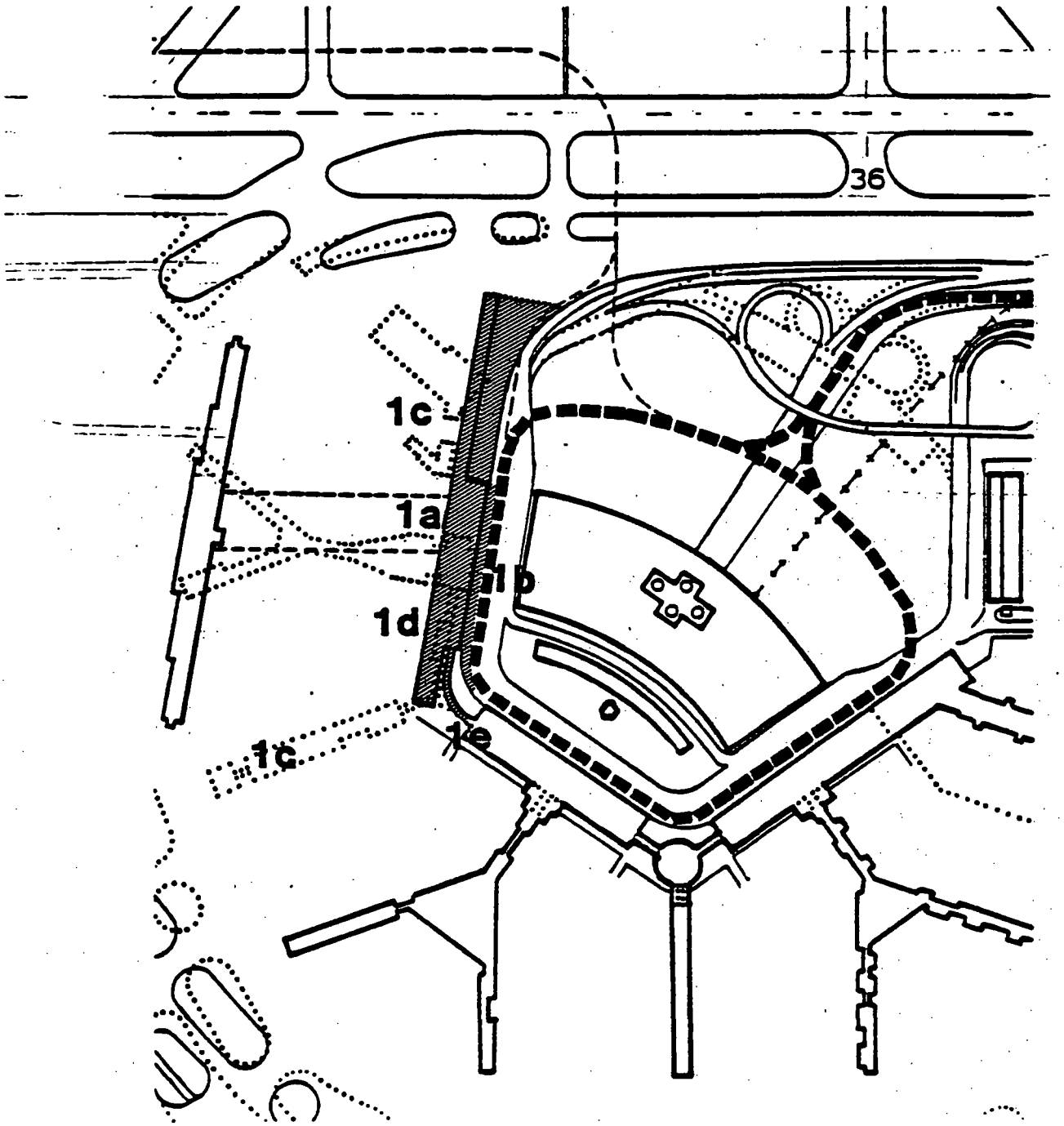
Airline Funded Total: $67,166,438

| Components | Airline Funded Cost | Estimated Constr. Start | 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

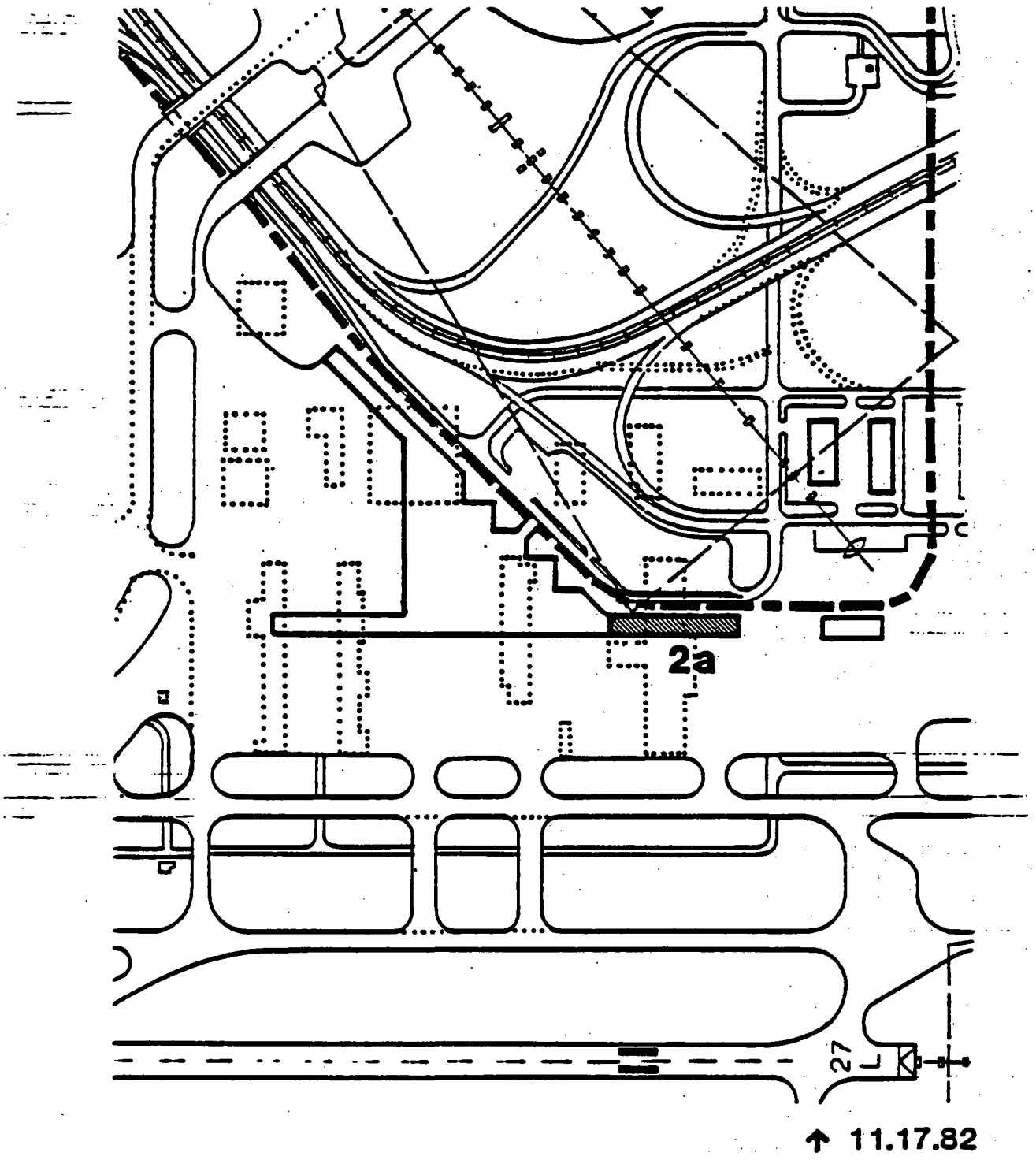
Airline Funded Total: $4,387,999

| Components | Airline Funded Cost | Estimated Constr. Start | 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

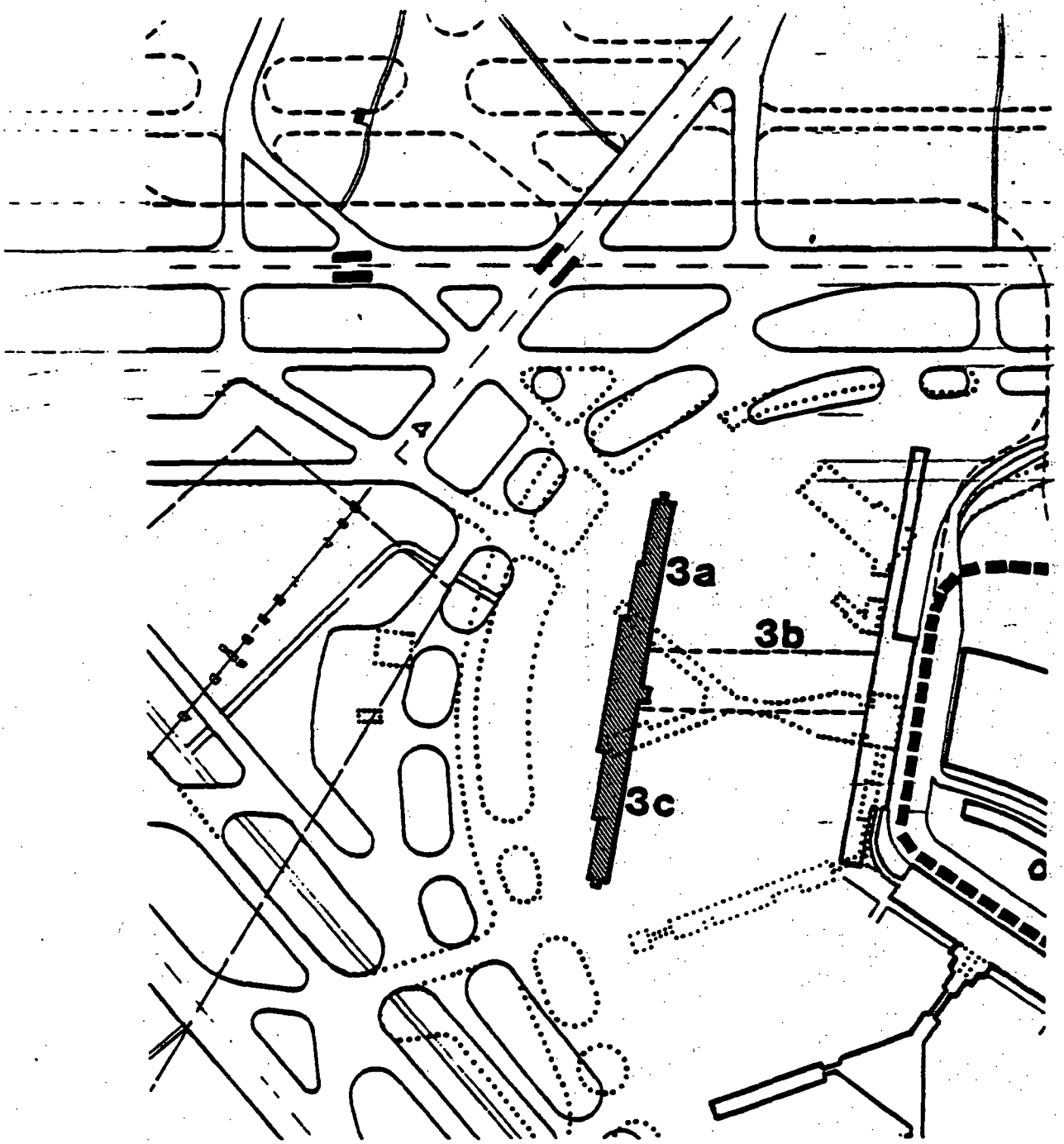
Airline Funded Total: $82,916,211

| Components | Airline Funded Cost | Estimated Constr. Start | Estimated Constr. Complete | Funding Priority |
|---|---|---|---|---|
| a. B/C Satellite | $47,570,269 | 10/84<br>10/87 | 2/87<br>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<br>10/87 | 9/85<br>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

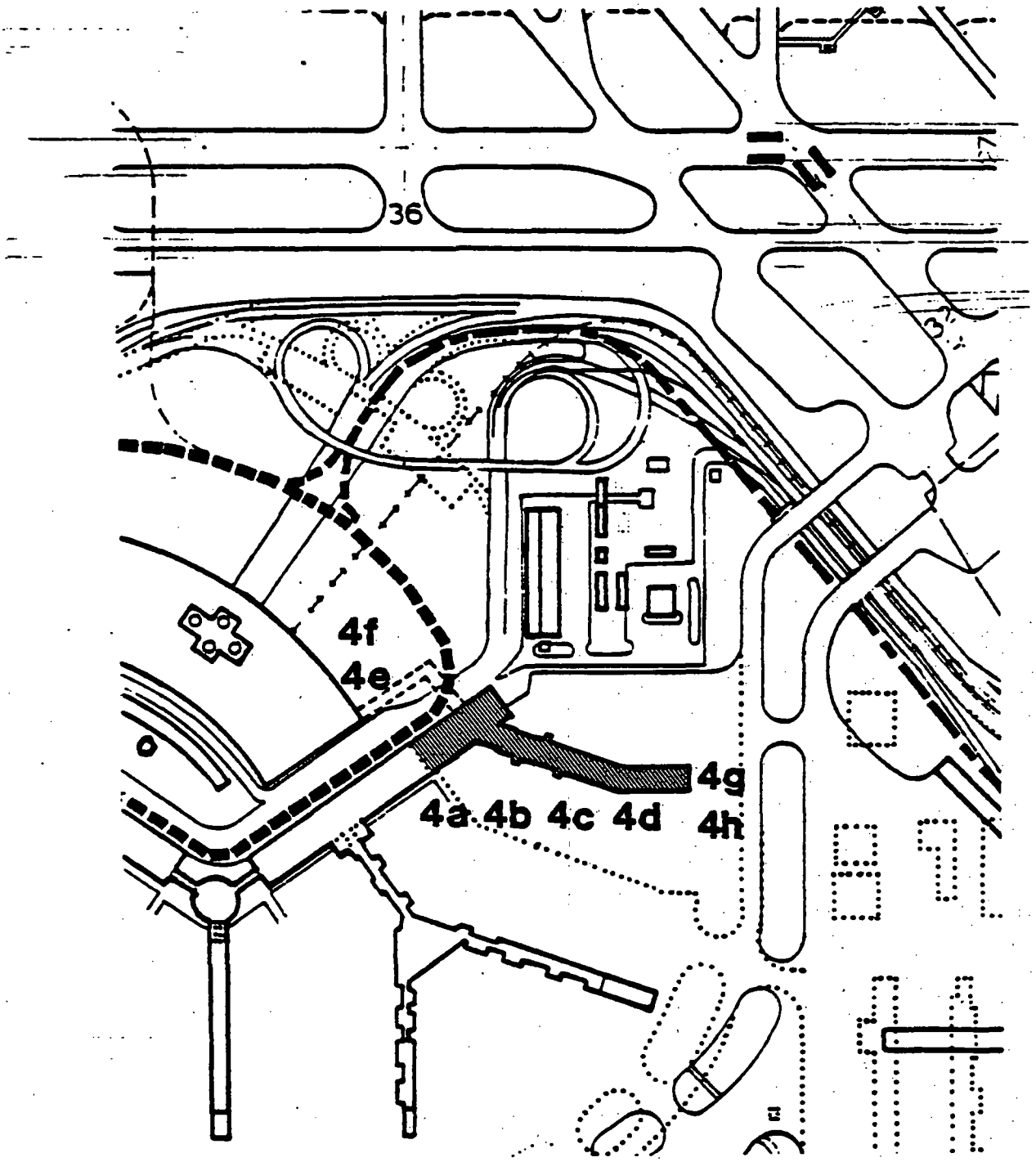
Airline Funded Total: $32,667,346

| Components | Airline Funded Cost | Estimated Constr. Start | Estimated Constr. 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

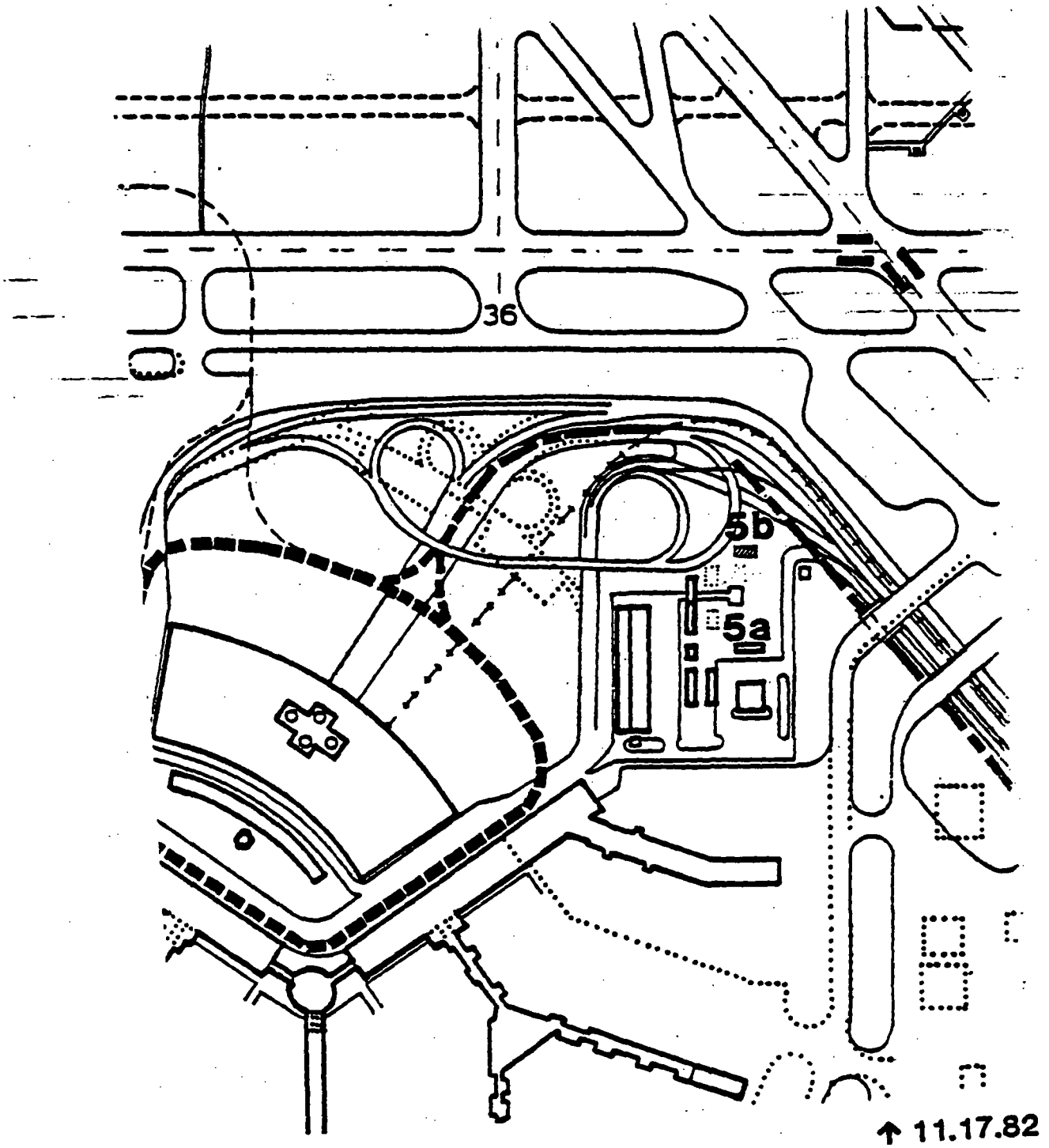
Airline Funded Total: $11,376,000

| 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

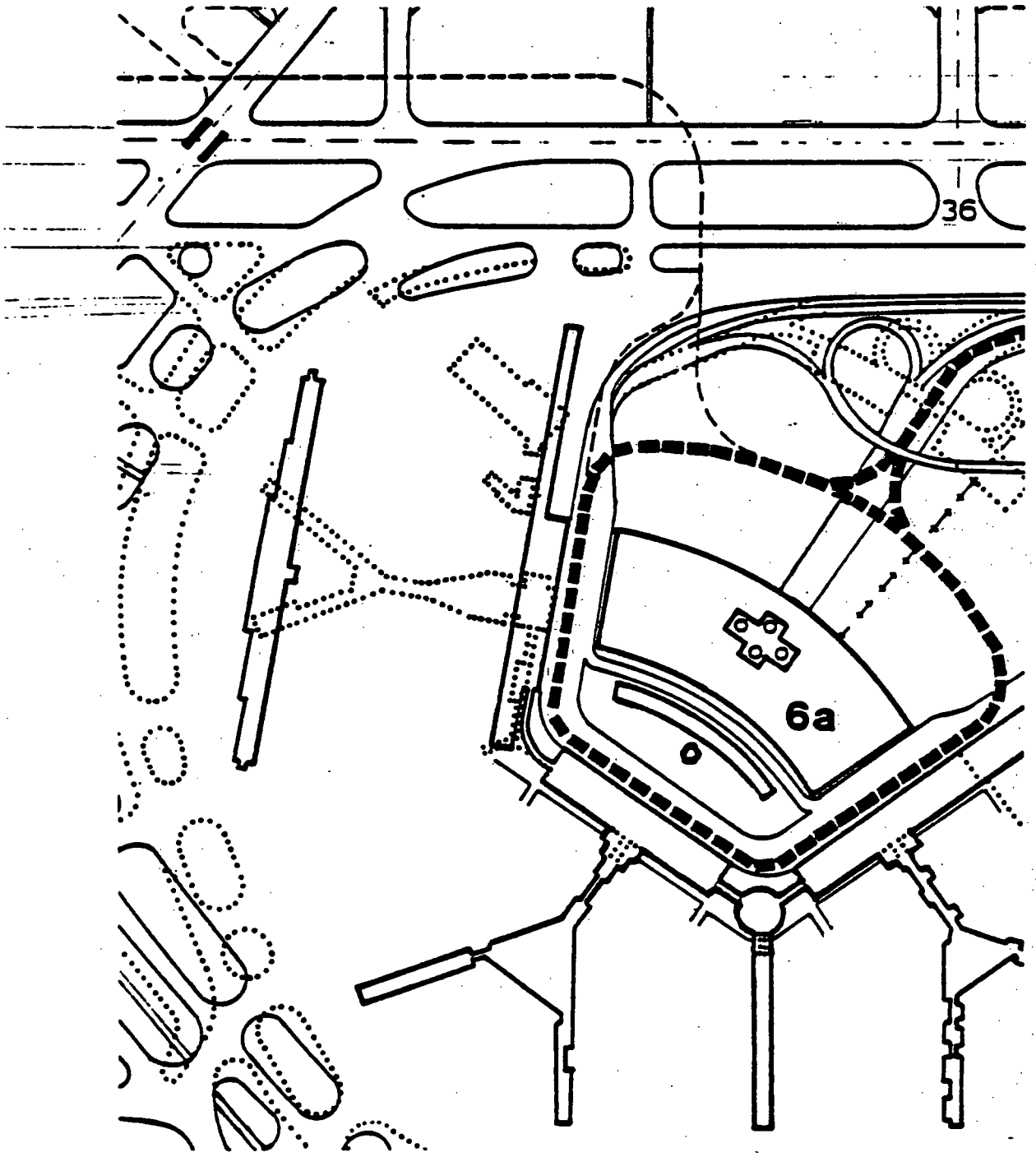
Airline Funded Total: $4,212,000

| Components | Airline Funded Cost | Estimated Constr. Start | 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

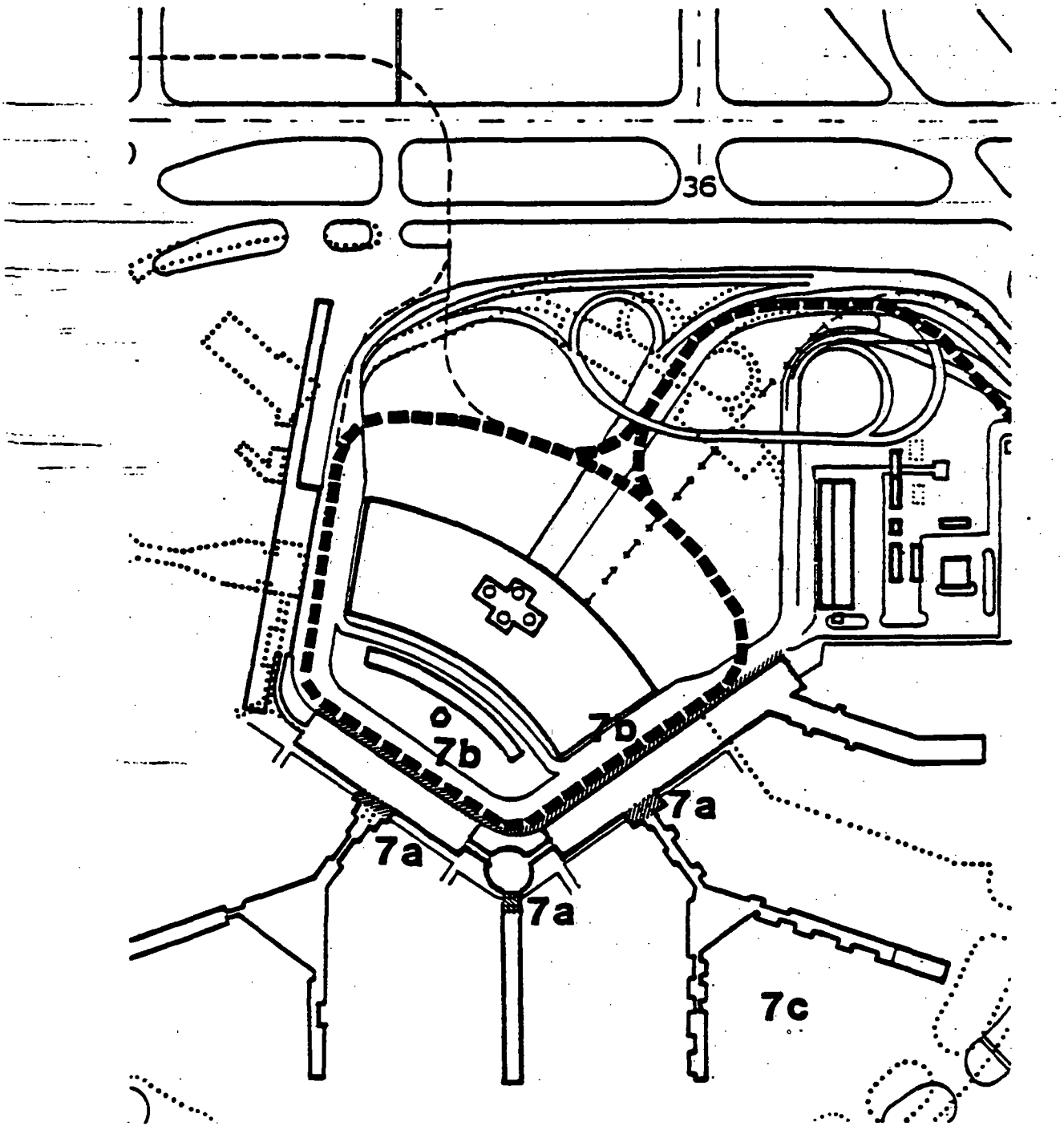
Airline Funded Total: $7,562,074

| 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




↑ 11.17.82

## 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)

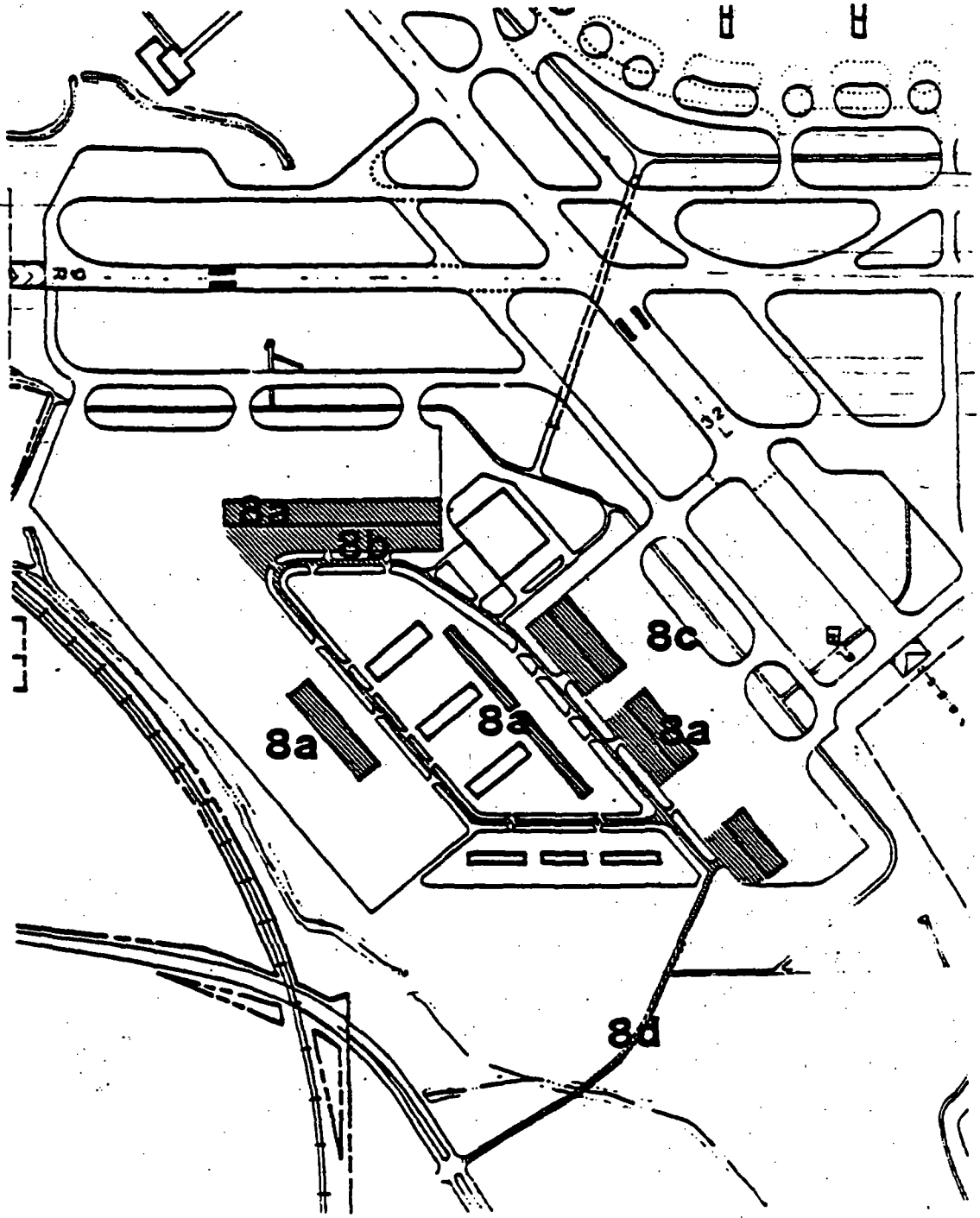
Airline Funded Total: $44,083,133

| 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)

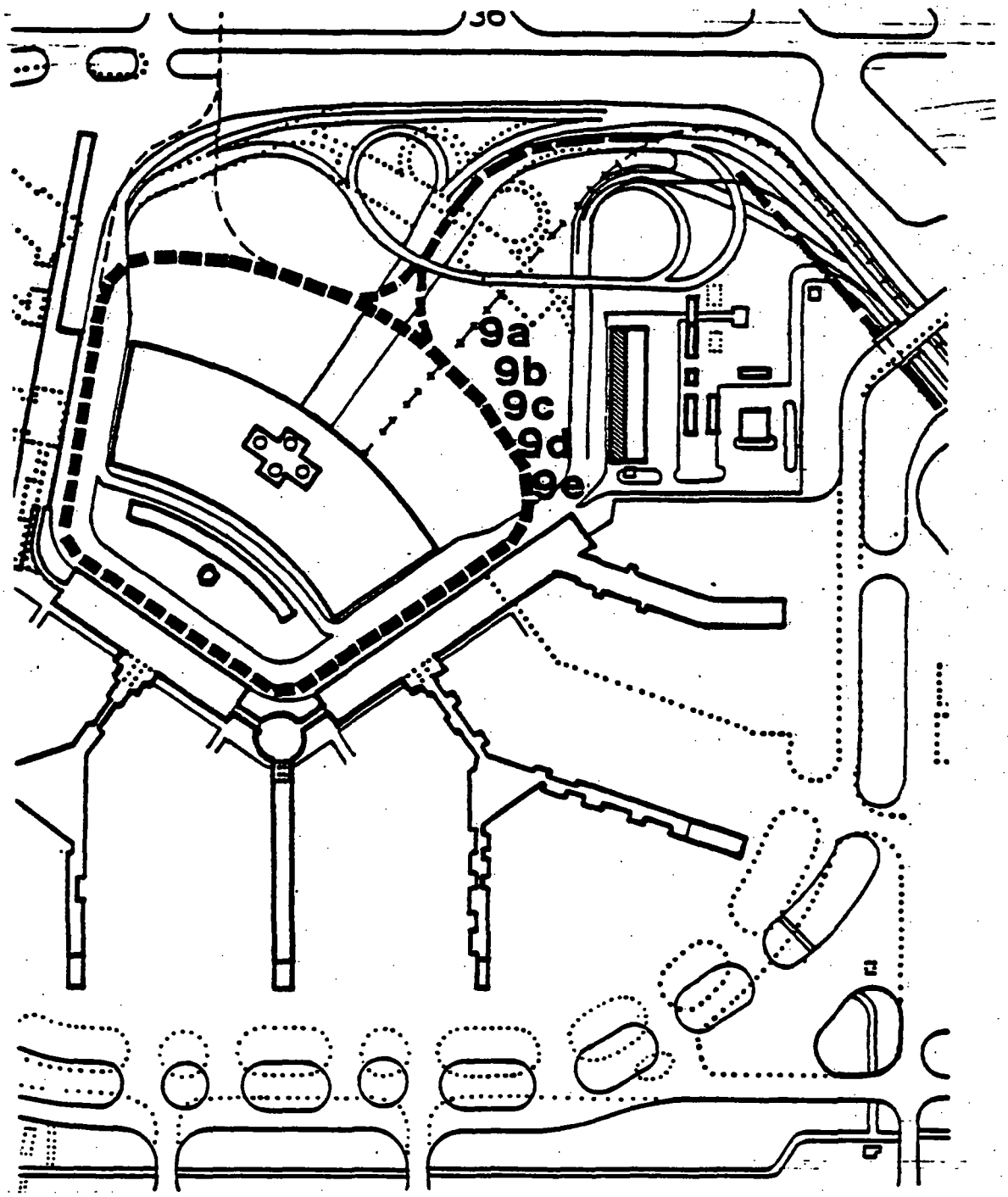
Airline Funded Total: $20,703,583

| 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)

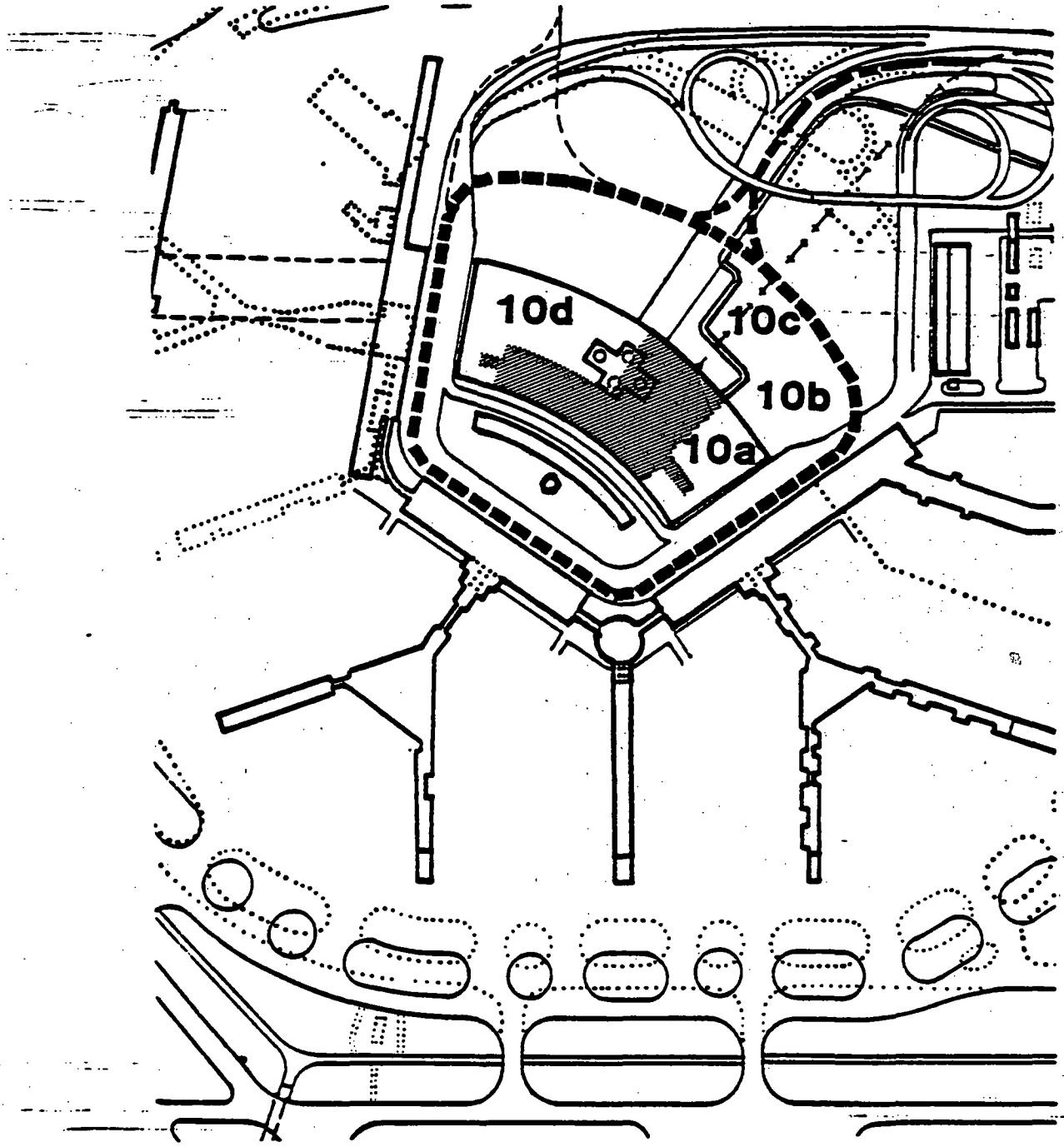
Airline Funded Total: $16,666,560

| 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

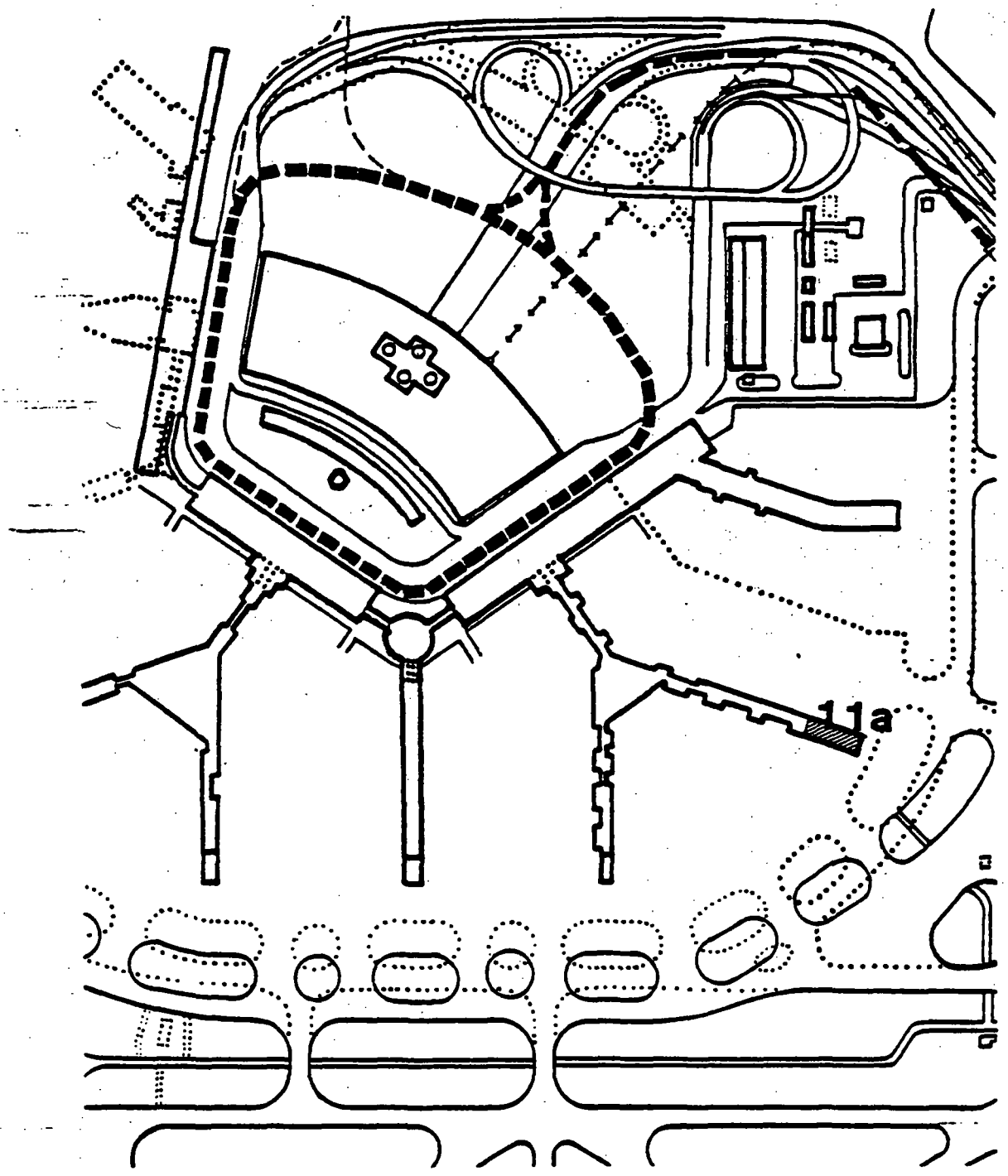
Airline Funded Total: $3,240,000

| Components | Airline Funded Cost | Estimated Constr. Start | Estimated Constr. 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)

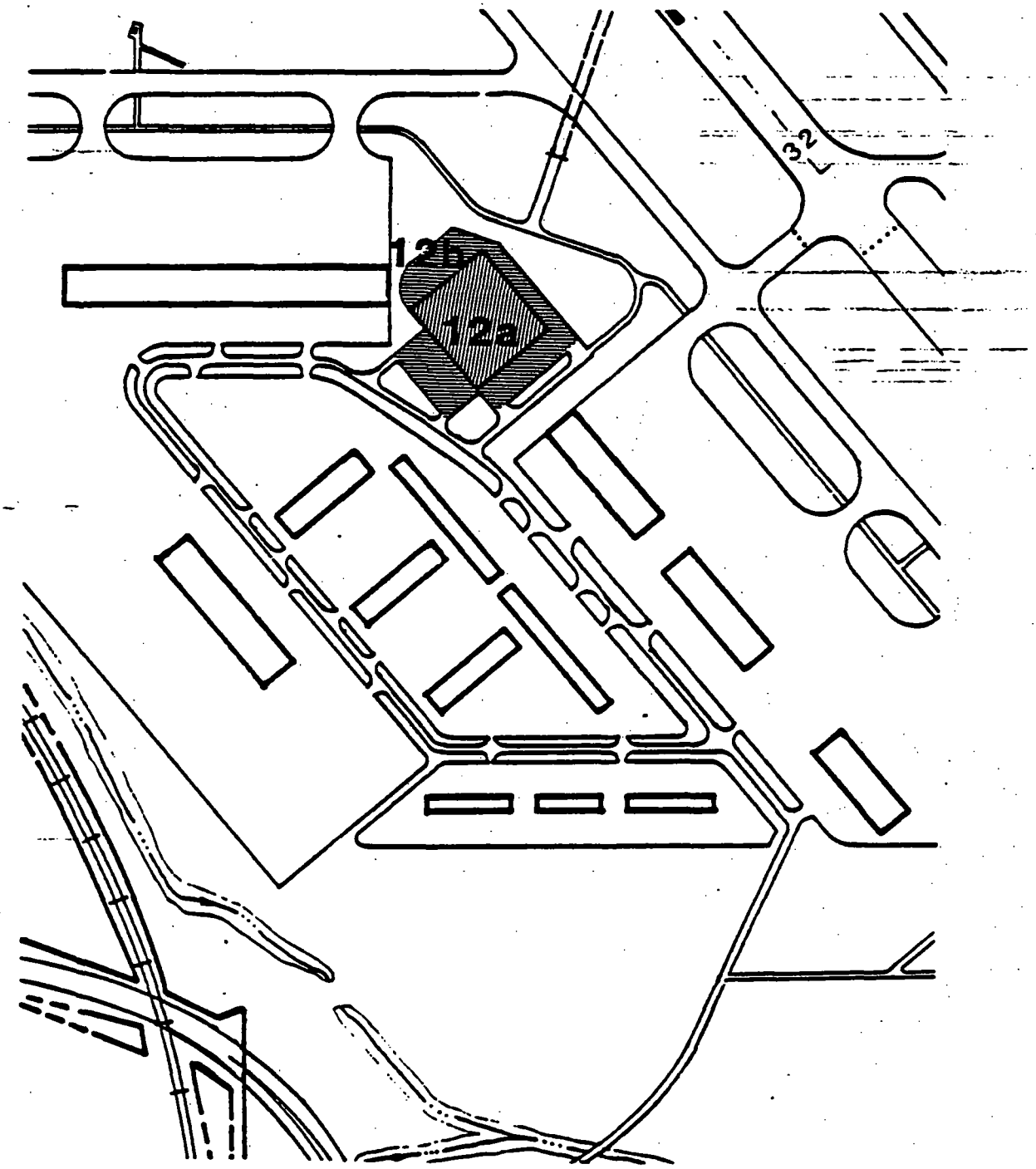
Airline Funded Total: $1,707,573

| Components | Airline Funded Cost | Estimated Constr. Start | Estimated Constr. 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

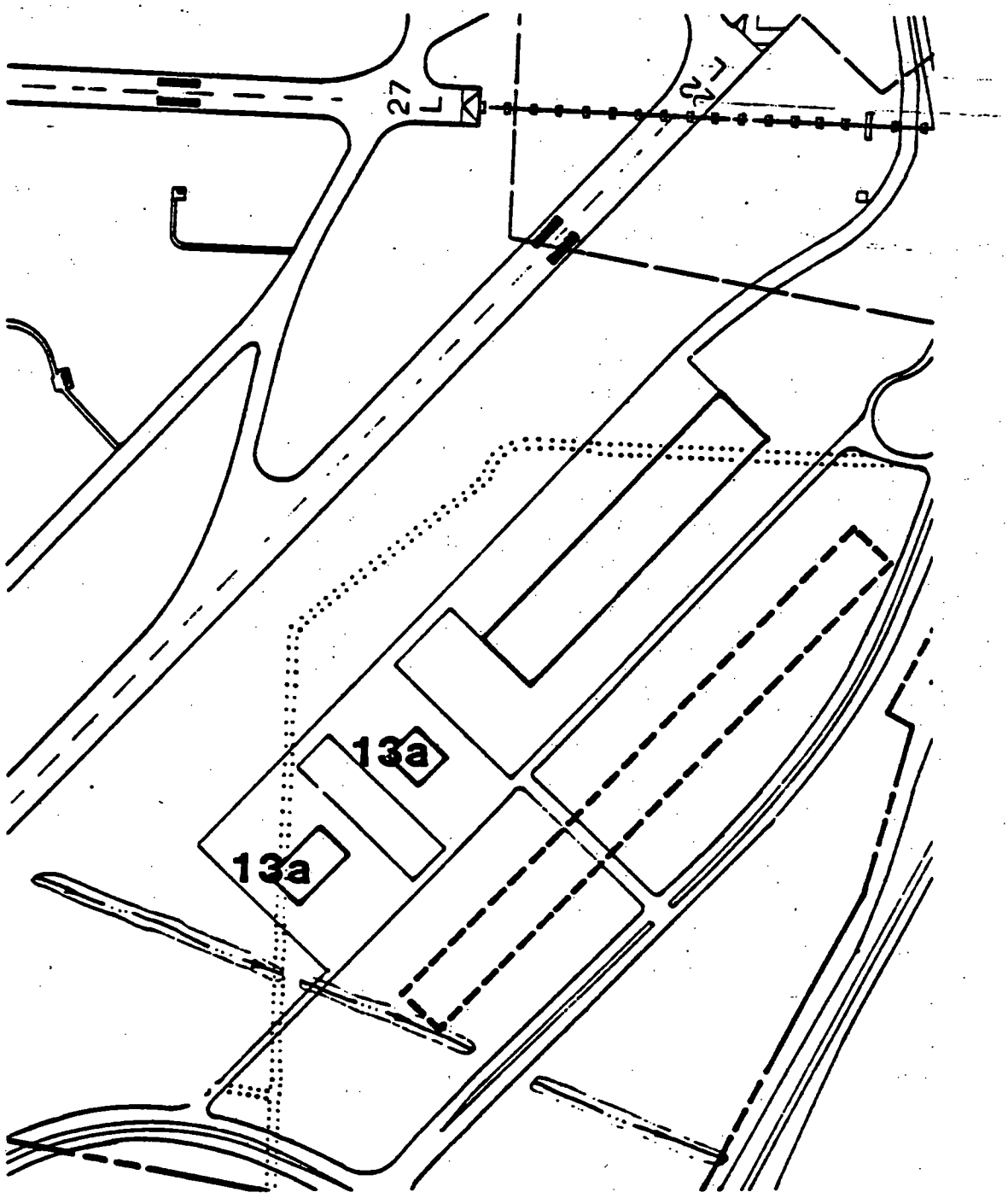
Airline Funded Total: $0

| 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

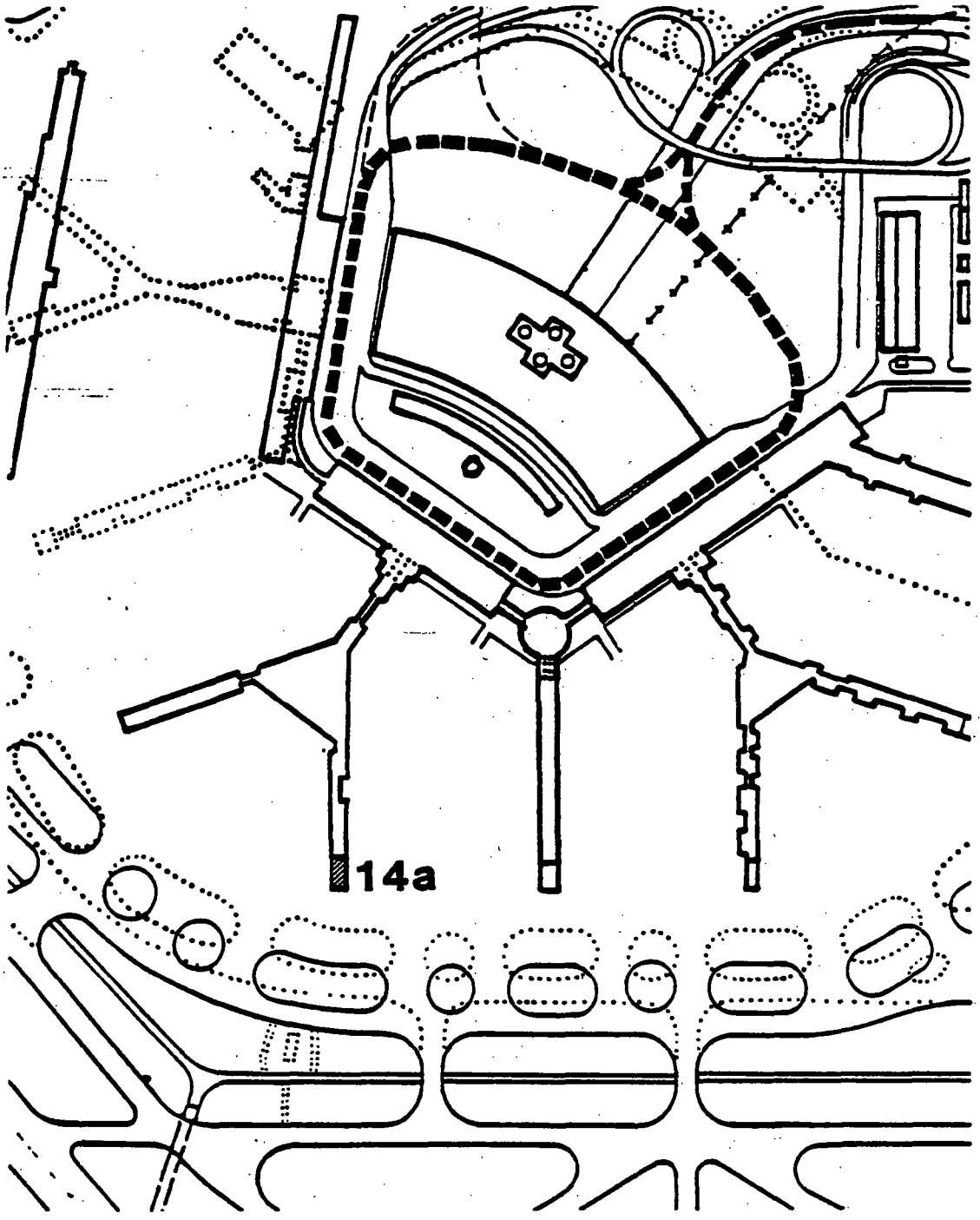
Airline Funded Total: $1,620,000

| Components | Airline Funded Cost | Estimated Constr. Start | 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

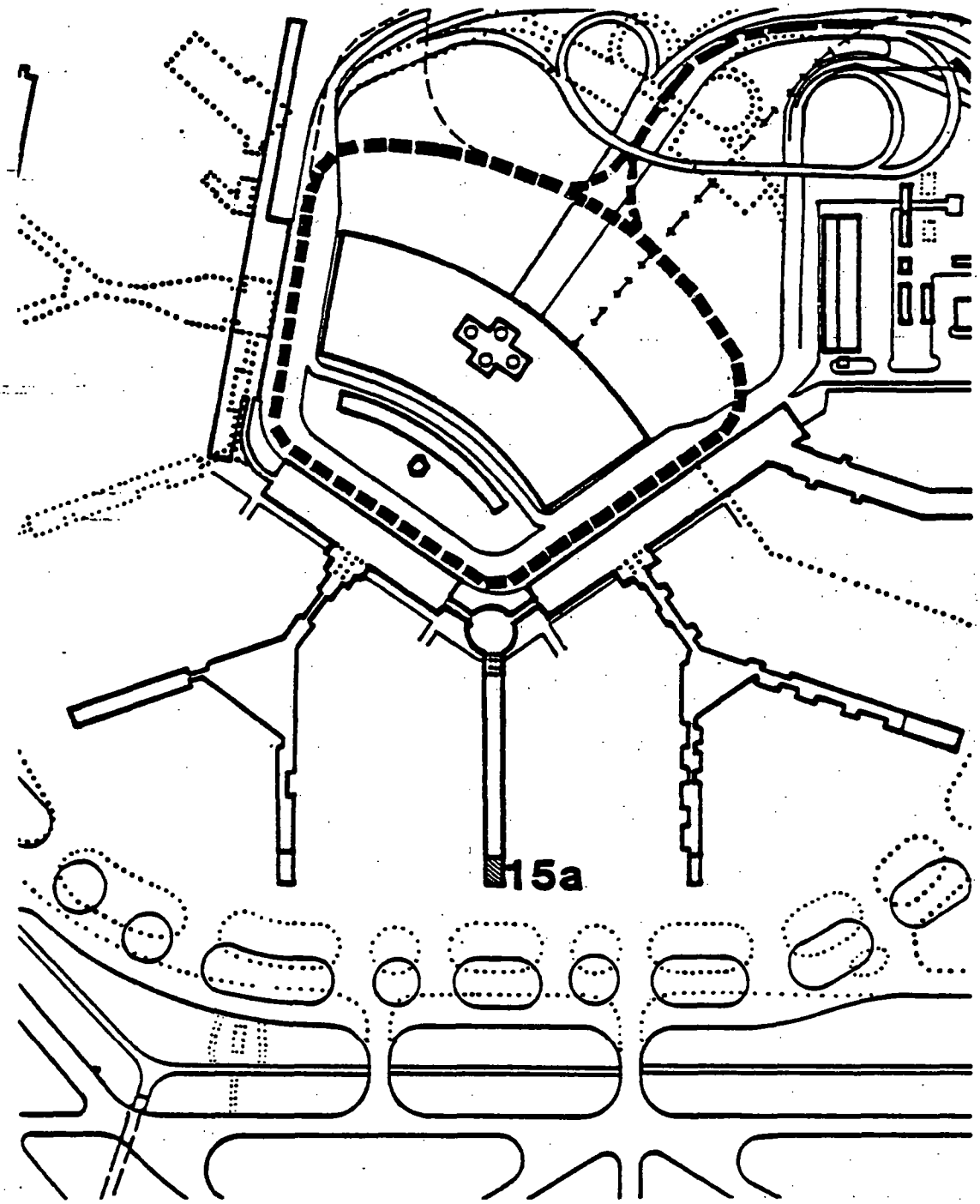
Airline Funded Total: $1,620,000

| Components | Airline Funded Cost | Estimated Constr. Start | 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

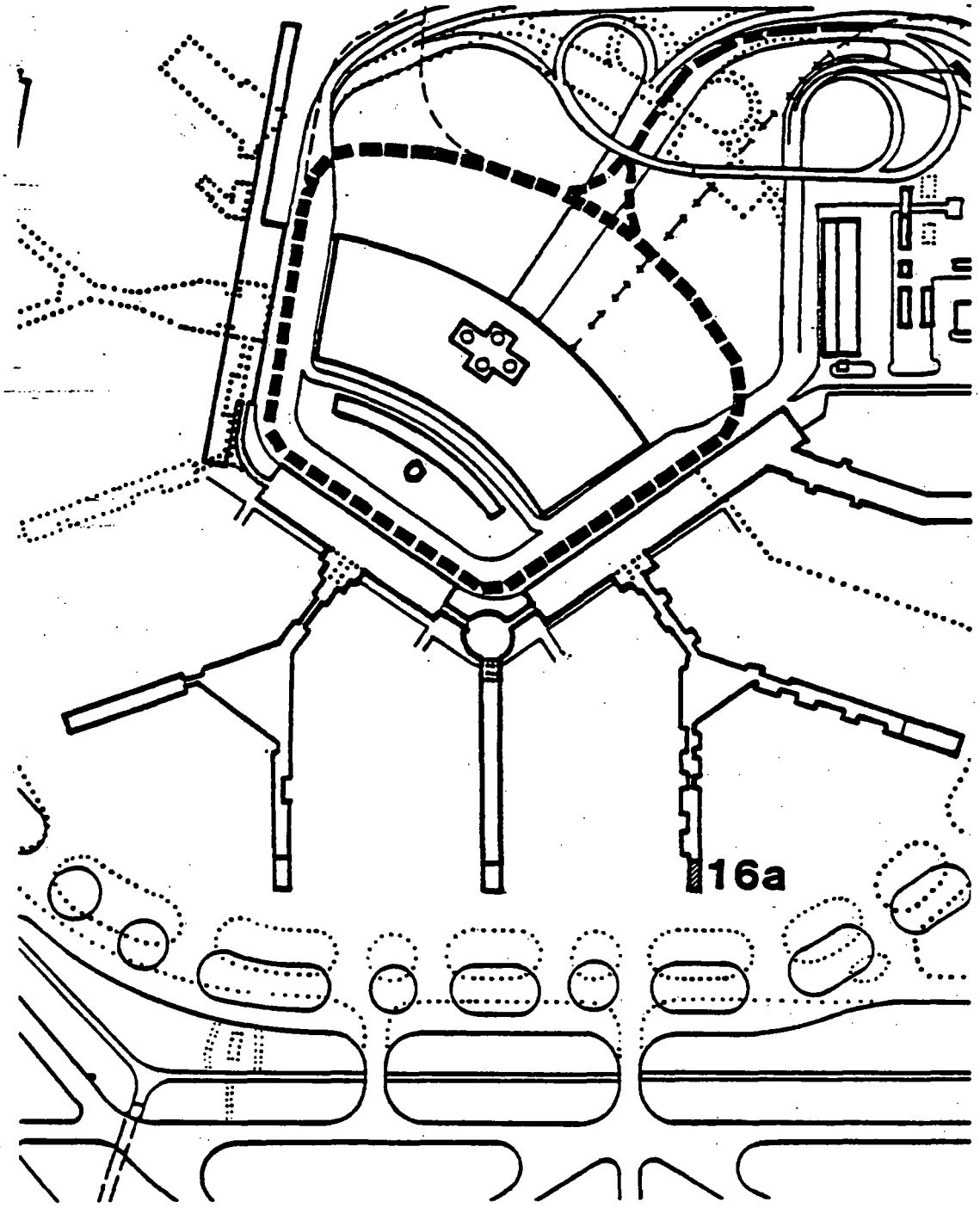
Airline Funded Total: $1,620,000

| 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

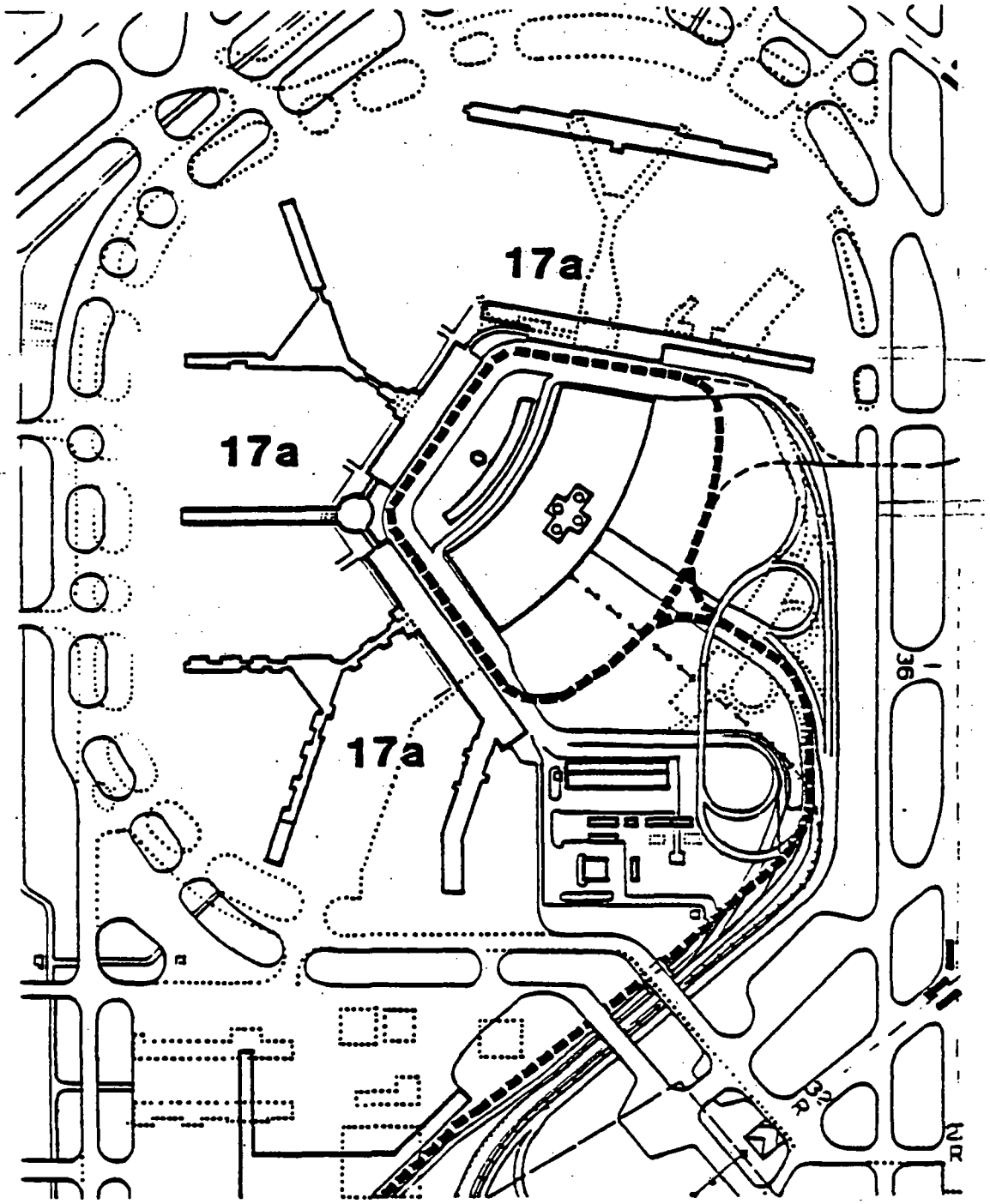
Airline Funded Total: $0

| 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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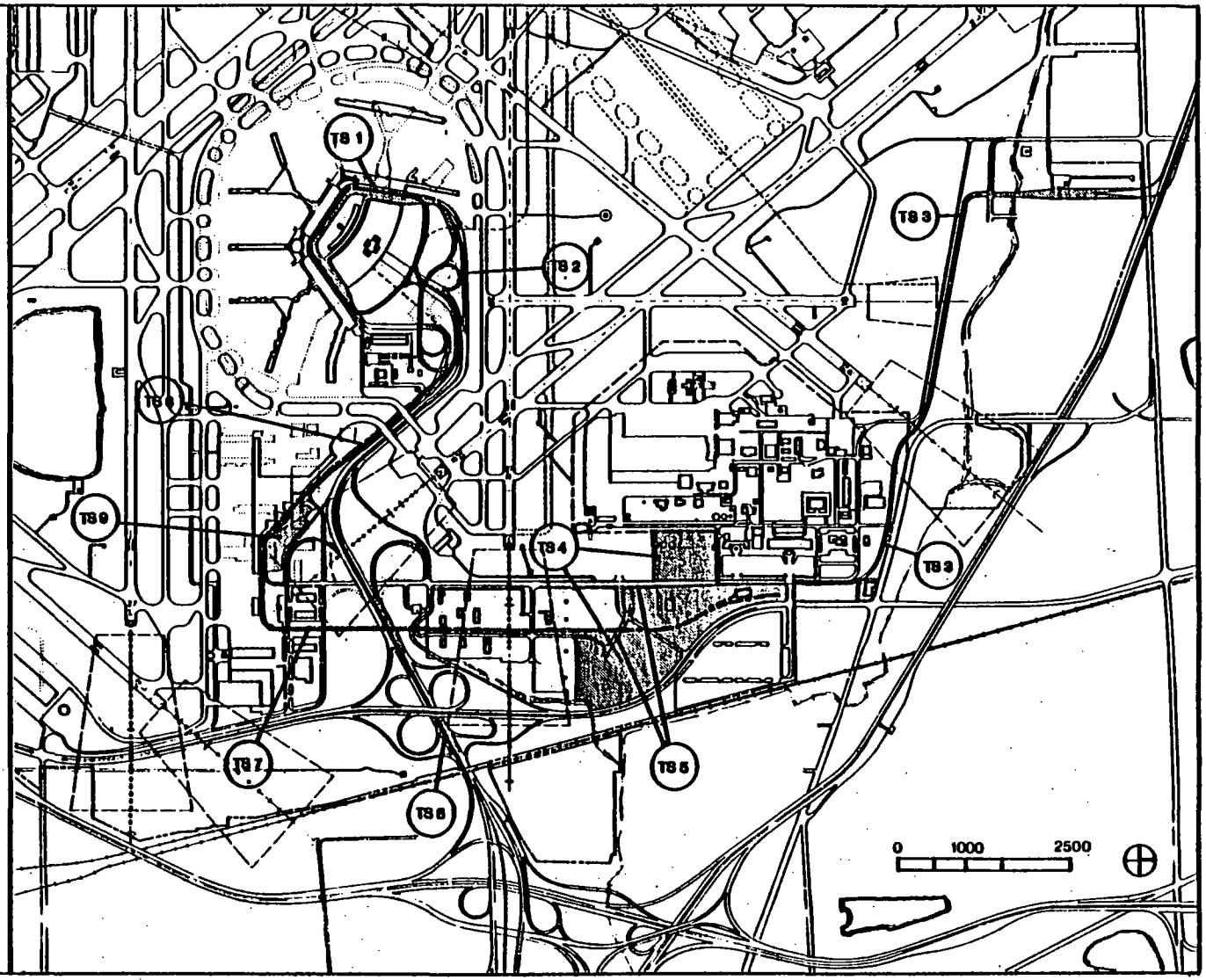
## Inter-Line Baggage Improvements TA-17

# 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 Kapsalis Commissioner of Aviation Jolanta B. Sidlal Commissioner of Public Works

O'HARE ASSOCIATES Operating Consultant
LANDRUM & BROWN Aviation Consultant

AIRPORT DEVELOPMENT PLAN
TERMINAL SUPPORT COST REVENUE CENTER

EXHIBIT 9 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

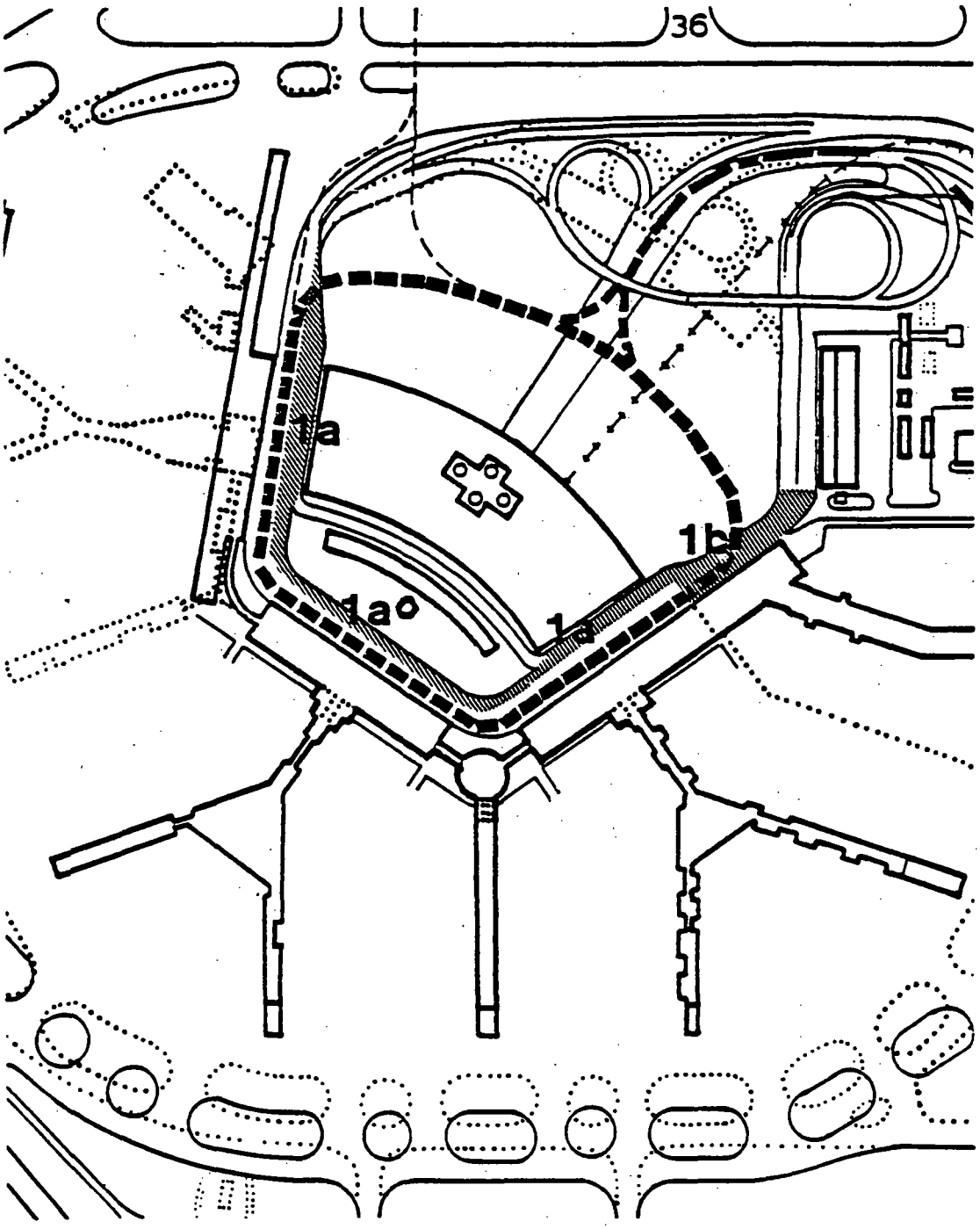
Airline Funded Total: $15,940,108

| 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

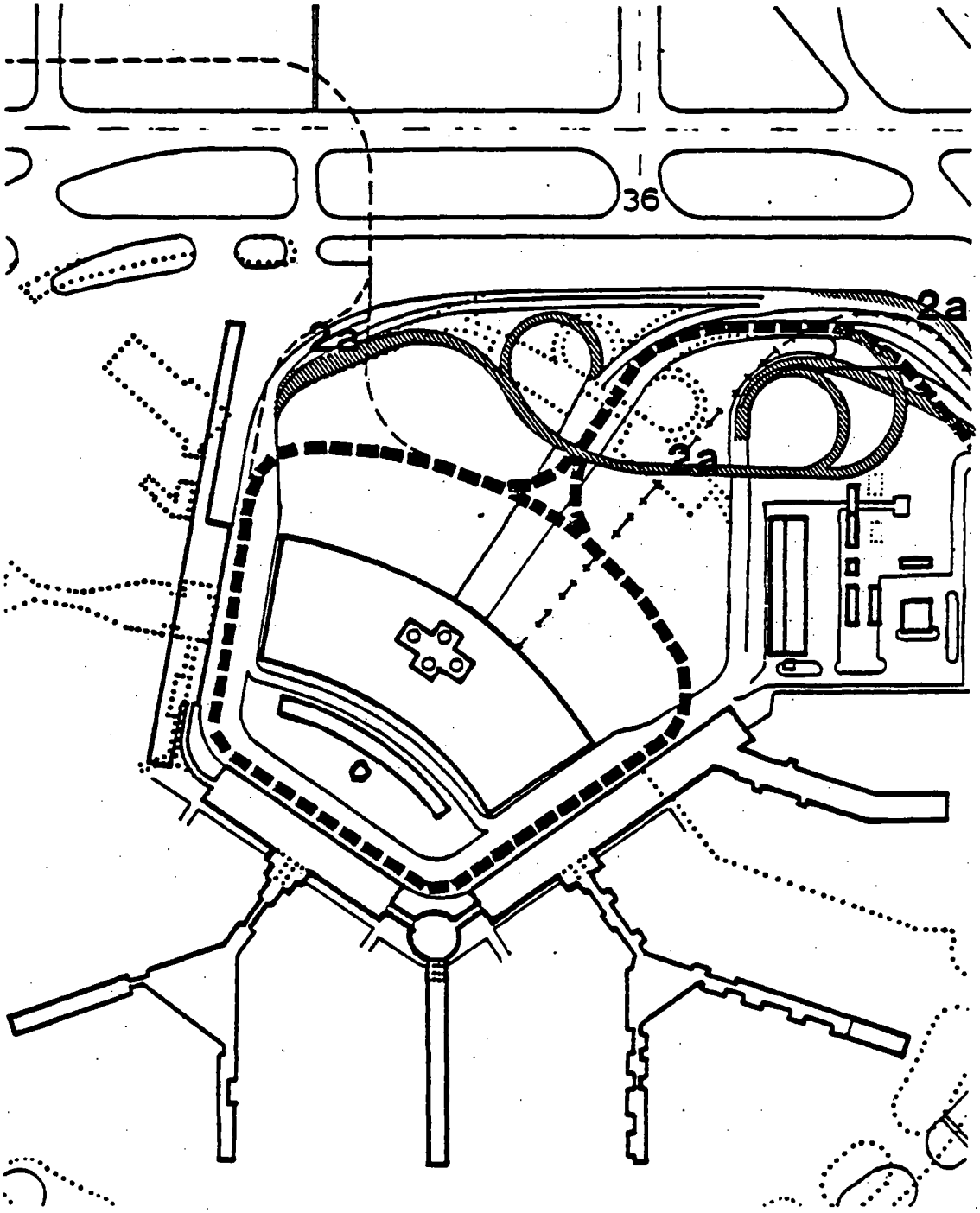
Airline Funded Total: $9,288,000

| Components | Airline Funded Cost | Estimated Constr. Start | 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

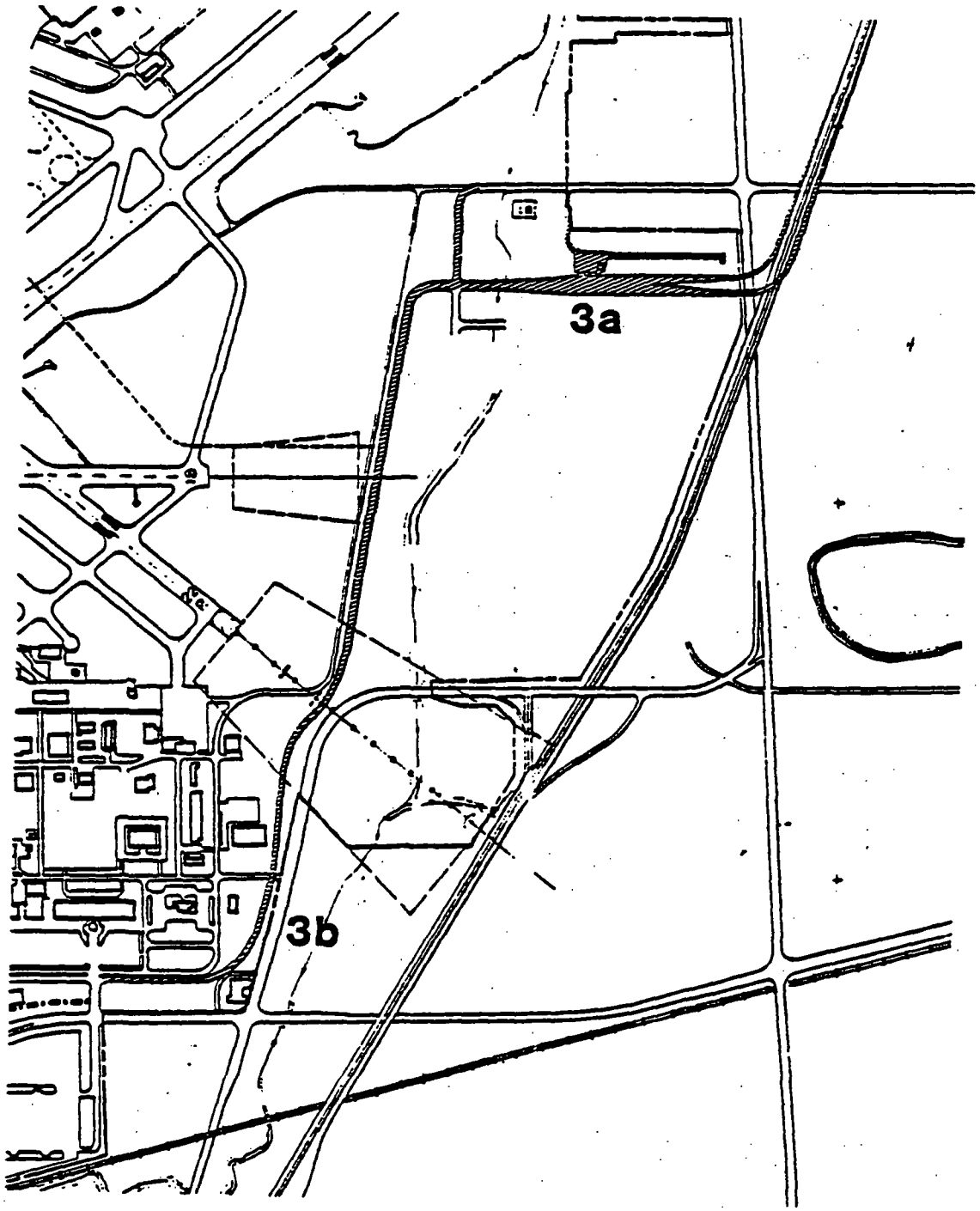
Airline Funded Total: $23,832,000

| 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

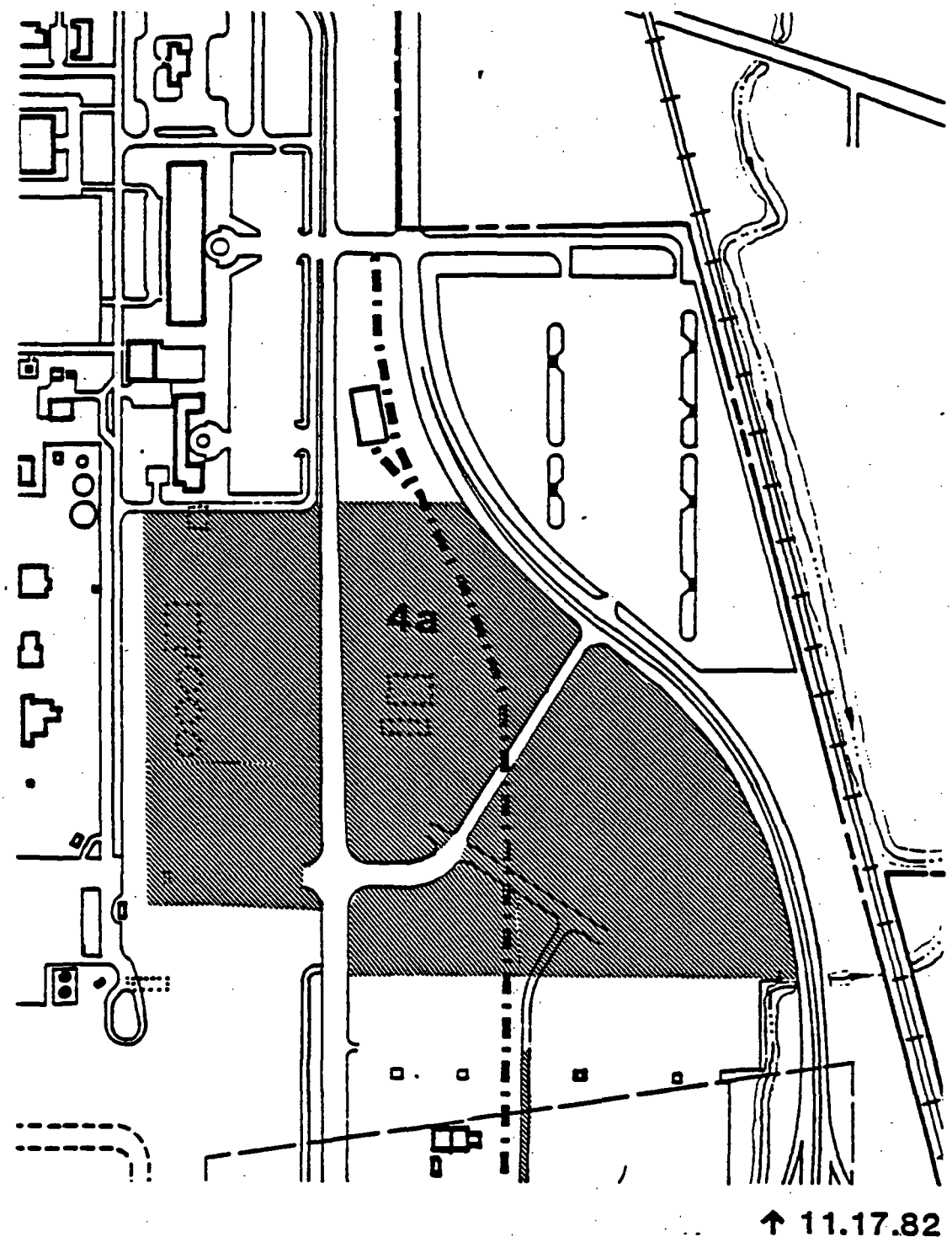
Airline Funded Total: $13,310,363

| Components | Airline Funded Cost | Estimated Constr. Start | 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

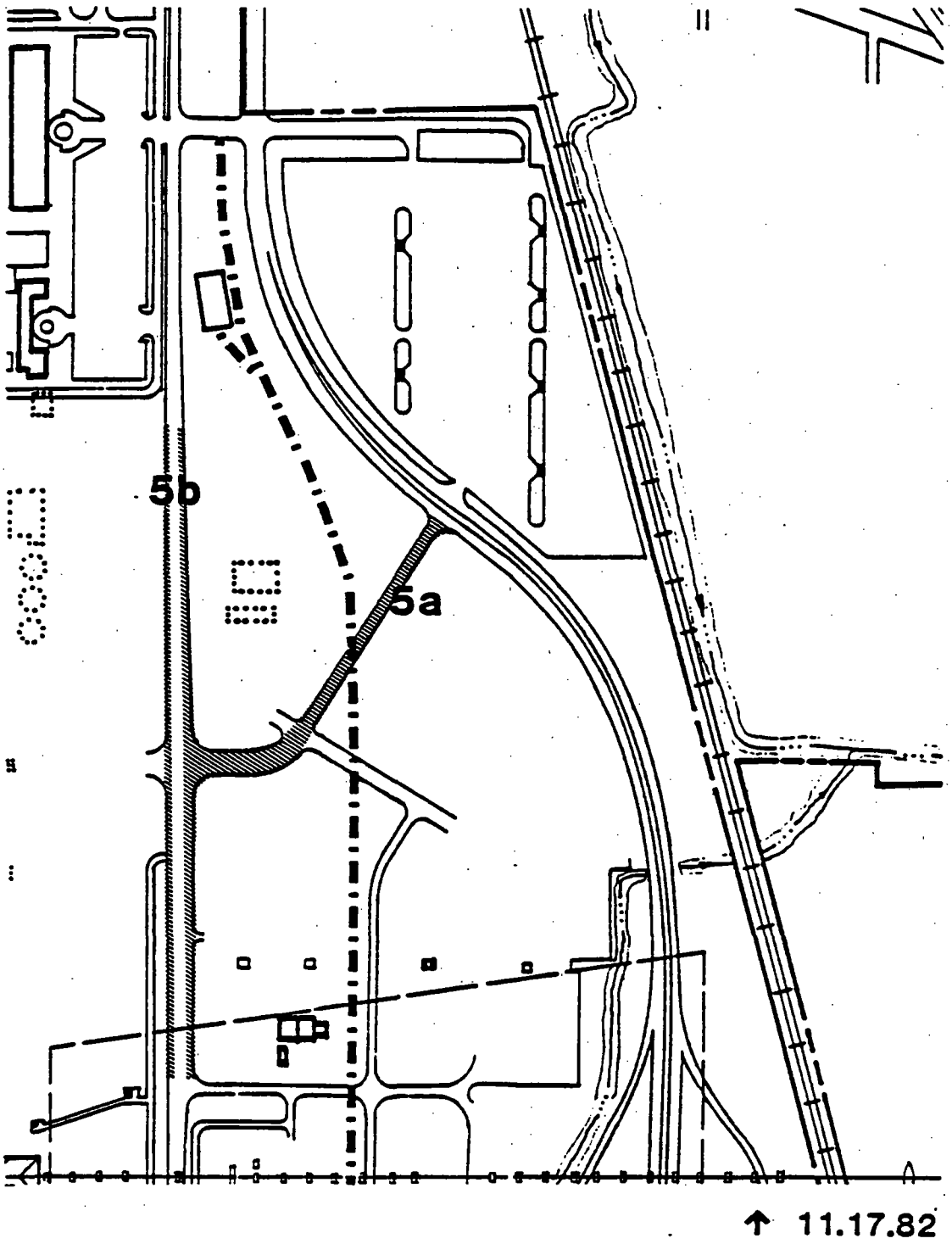
Airline Funded Total: $1,512,000

| 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)

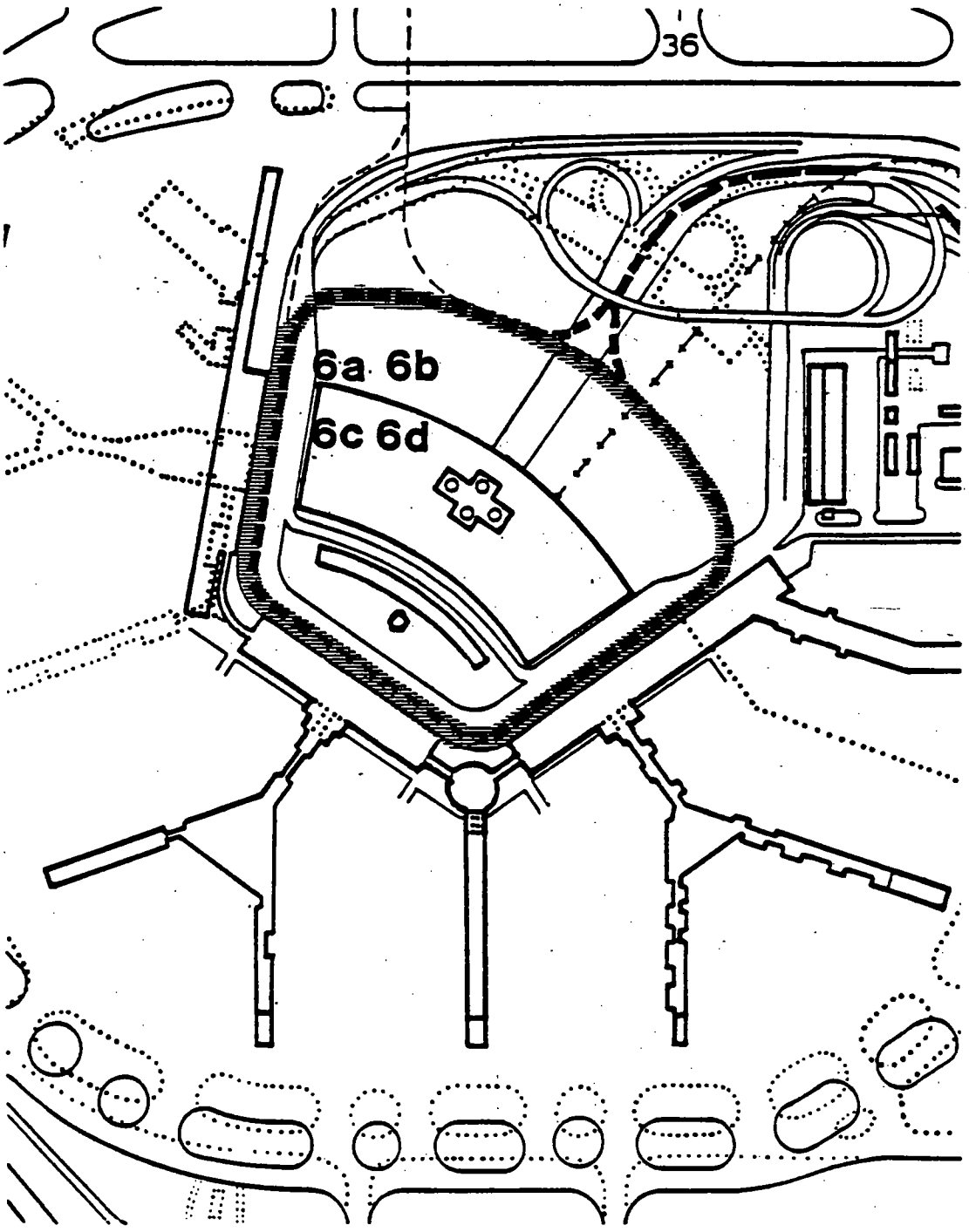
Airline Funded Total: $43,766,491

| 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

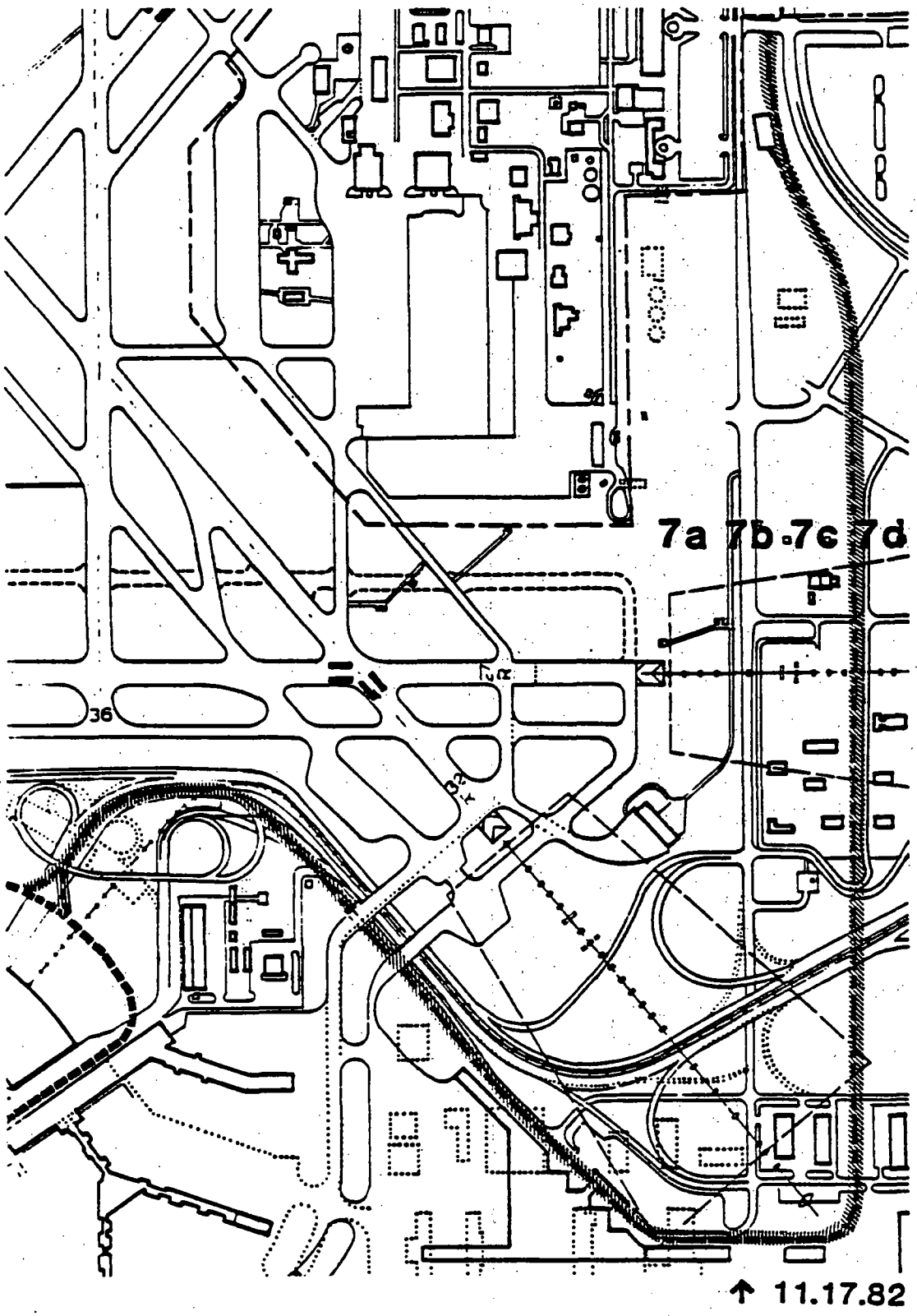
Airline Funded Total: $44,454,530

| Components | Airline Funded Cost | Estimated Constr. Start | Estimated Constr. 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

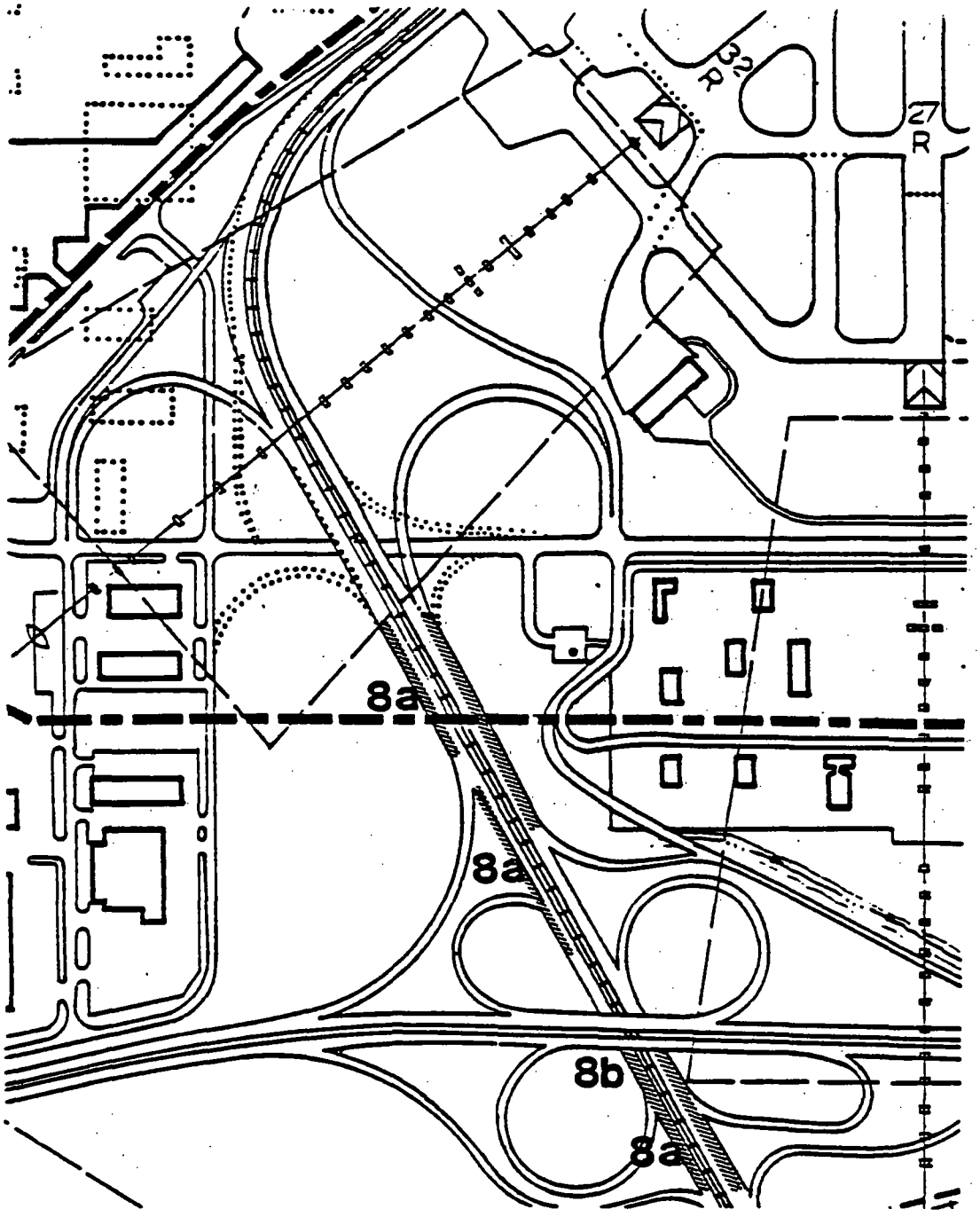
Airline Funded Total: $3,240,000

| 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

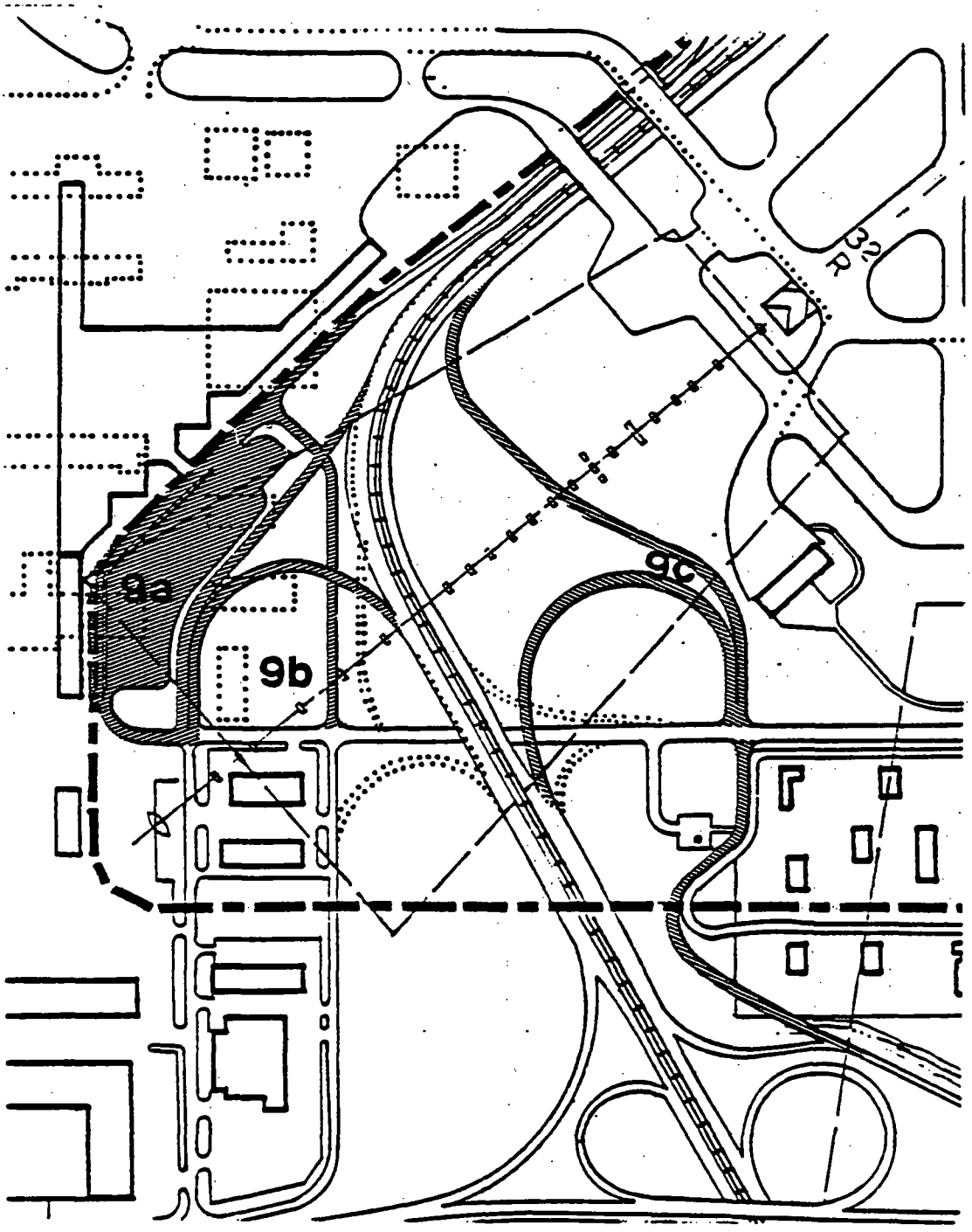
Airline Funded Total: $9,998,618

| Components | Airline Funded Cost | Estimated Constr. Start | 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




→ 11.17.82

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

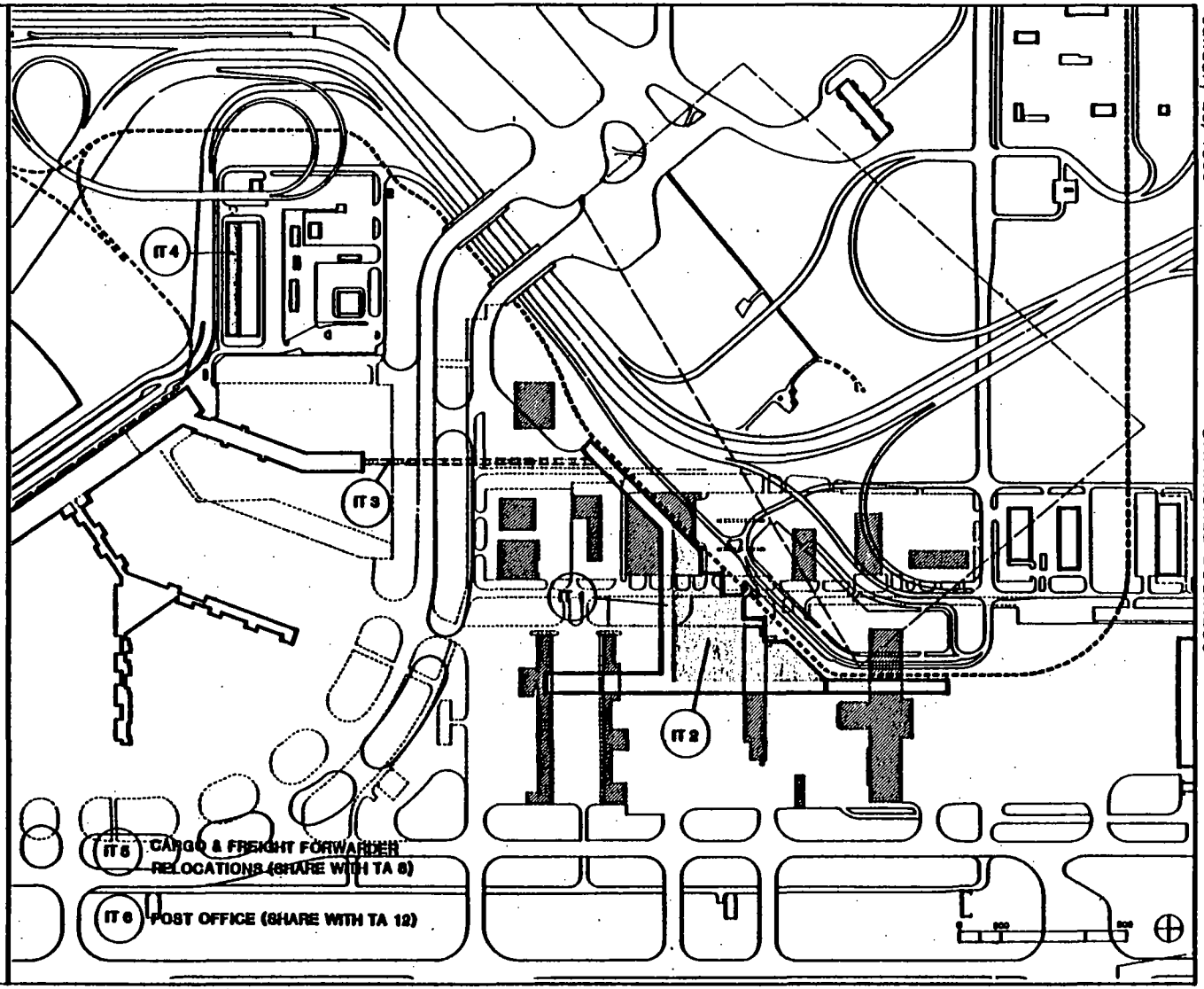
IT-2. Federal Inspection Facilities

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)




January 28, 1983

UNFINISHED BUSINESS

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

15899

# 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

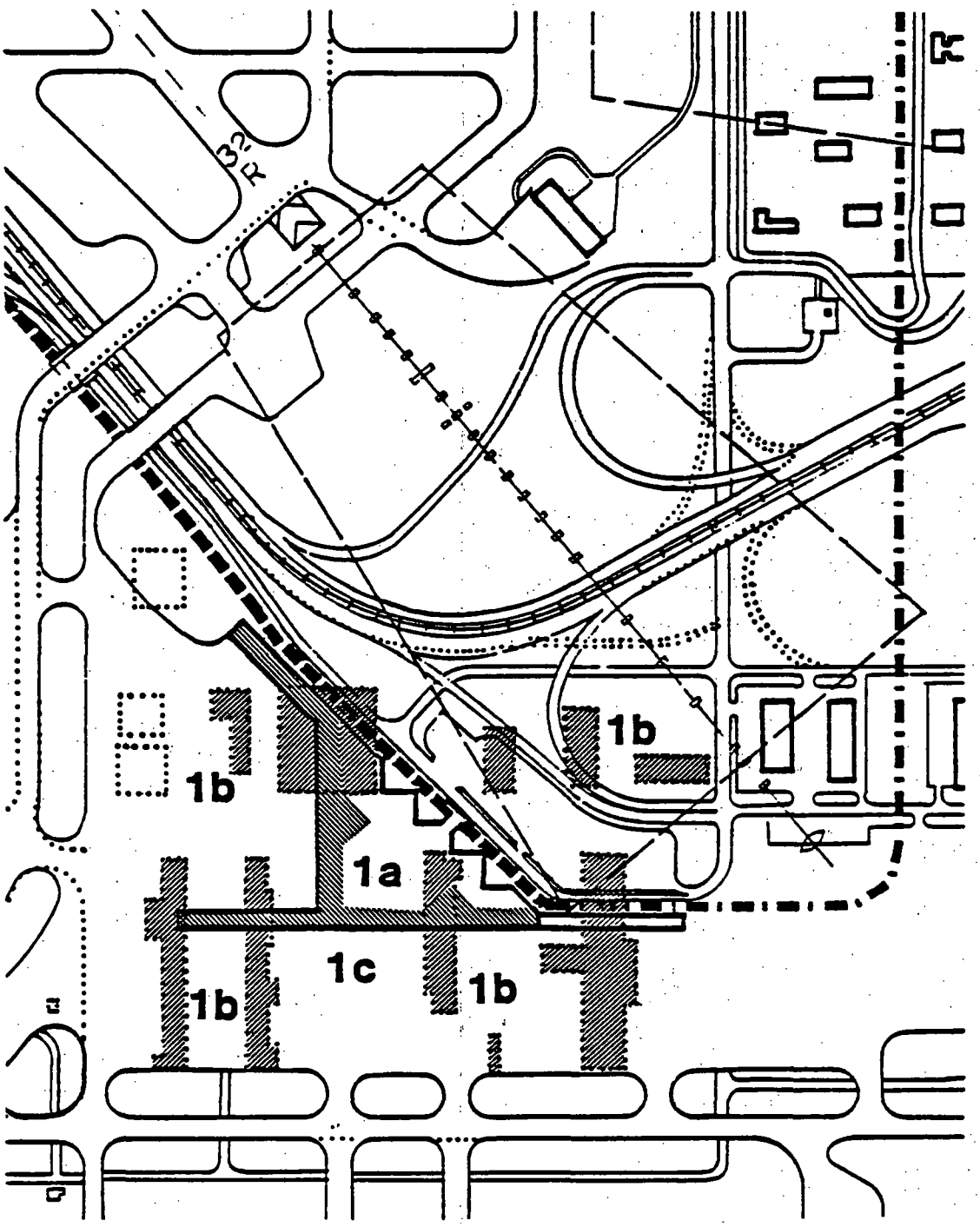
Airline Funded Total: $30,814,232

| 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




↑ 11.17.82

International Terminal
Foreign Flag Areas

IT-1

# AIRPORT DEVELOPMENT PLAN

Number: IT-2 Date: 1/17/83

Name: Federal Inspection Facilities

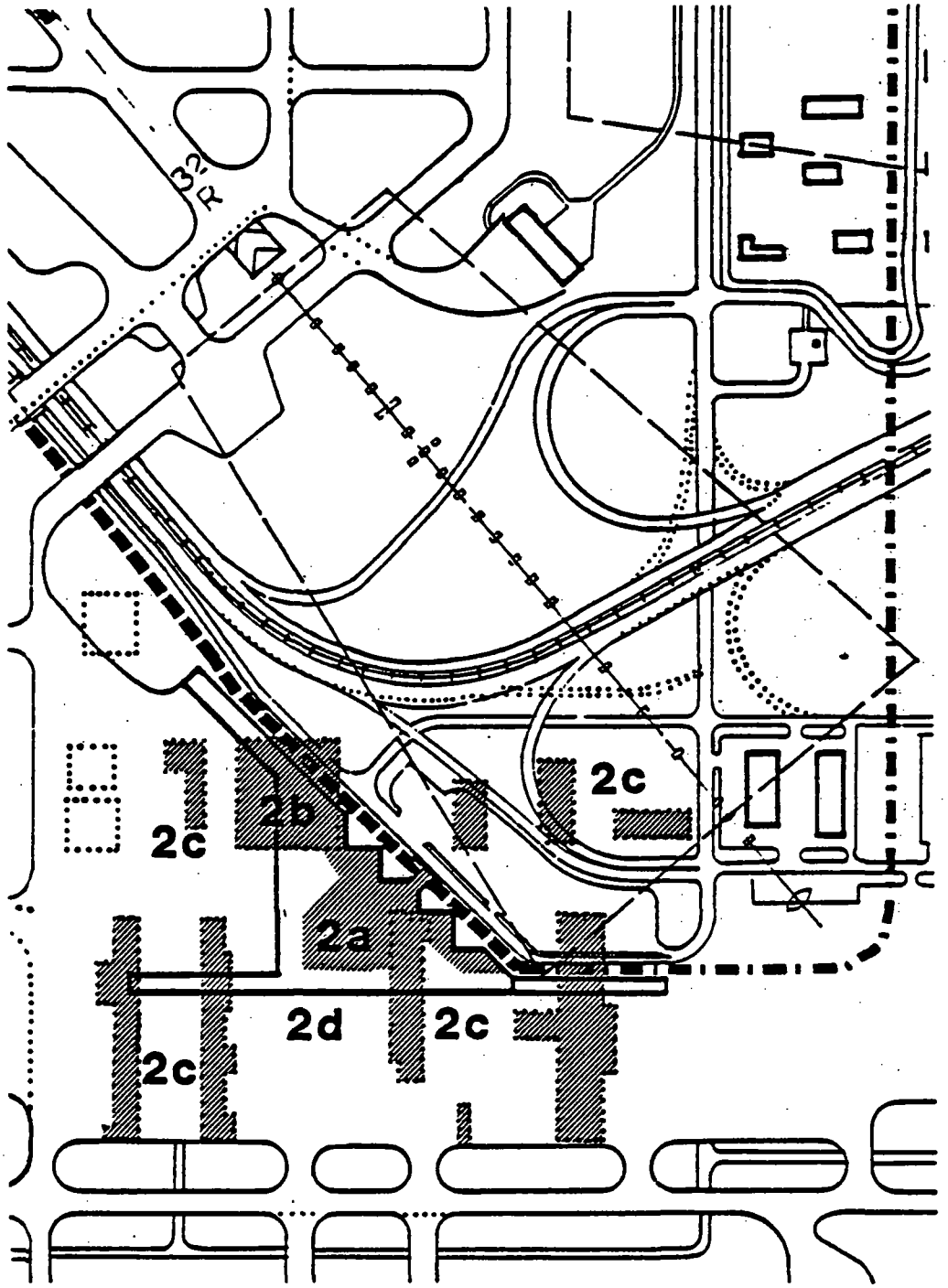
Airline Funded Total: $31,559,106

| 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




↑ 11.17.82

Federal Inspection Facilities

IT-2

# AIRPORT DEVELOPMENT PLAN

Number: IT-3 Date: 1/17/83

Name: H&R Tunnels

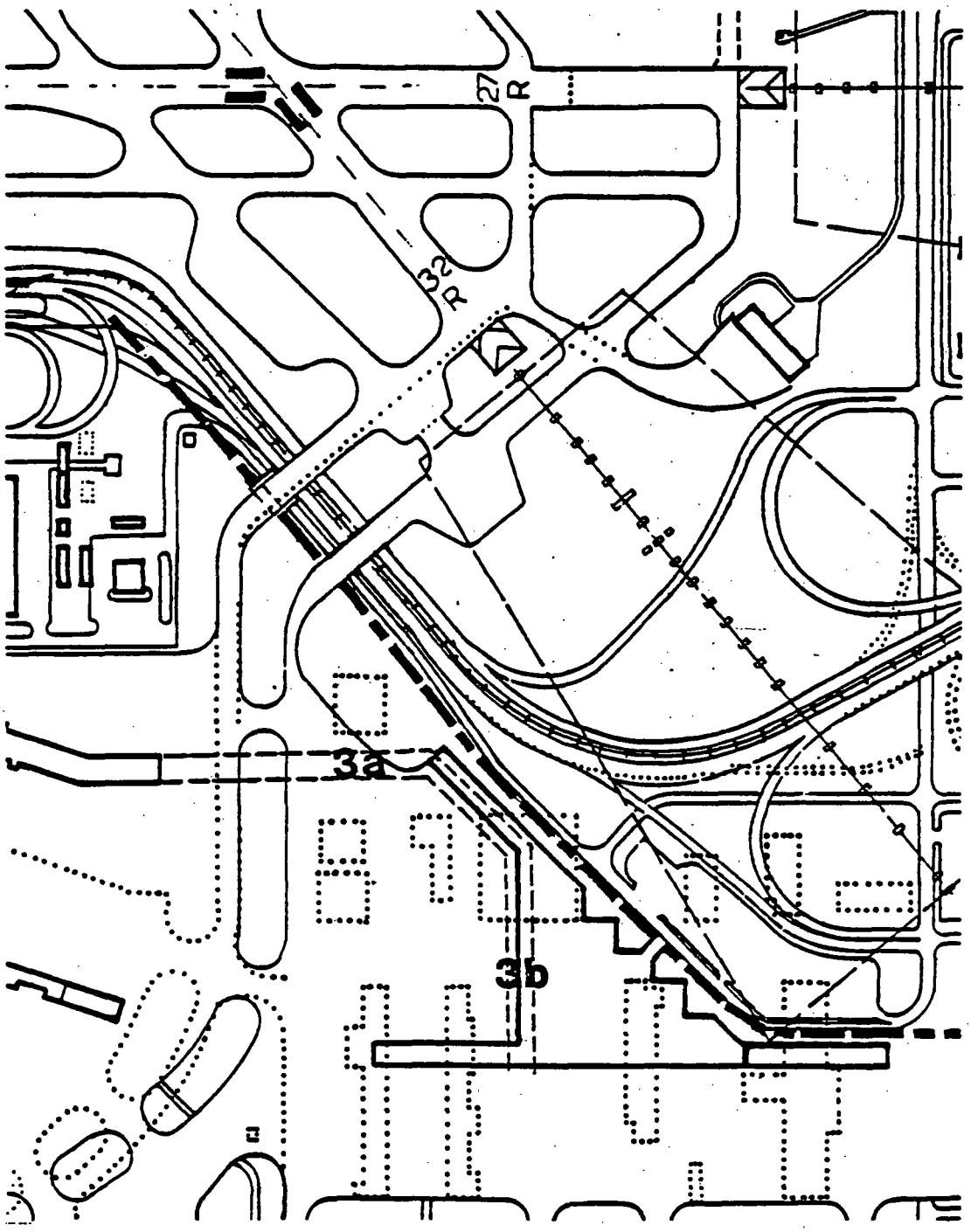
Airline Funded Total: $9,287,460

| 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




↑ 11.17.82

H&R Tunnels

IT-3

# AIRPORT DEVELOPMENT PLAN

Number: IT-4 Date: 1/17/83

Name: H&R Plant Expansion (Share with TA-9)

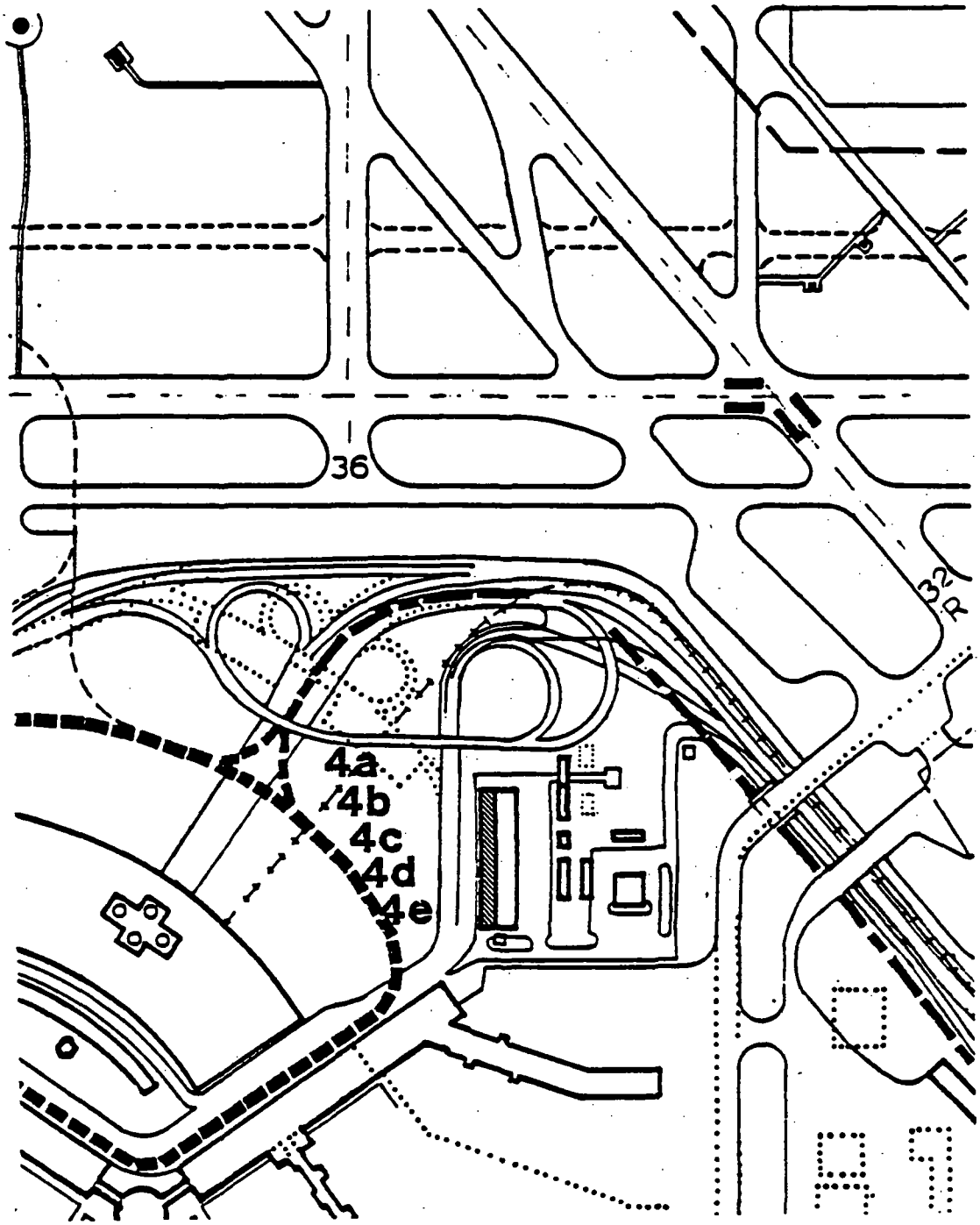
Airline Funded Total: $2,690,297

| 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




↑ 11.17.82

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)

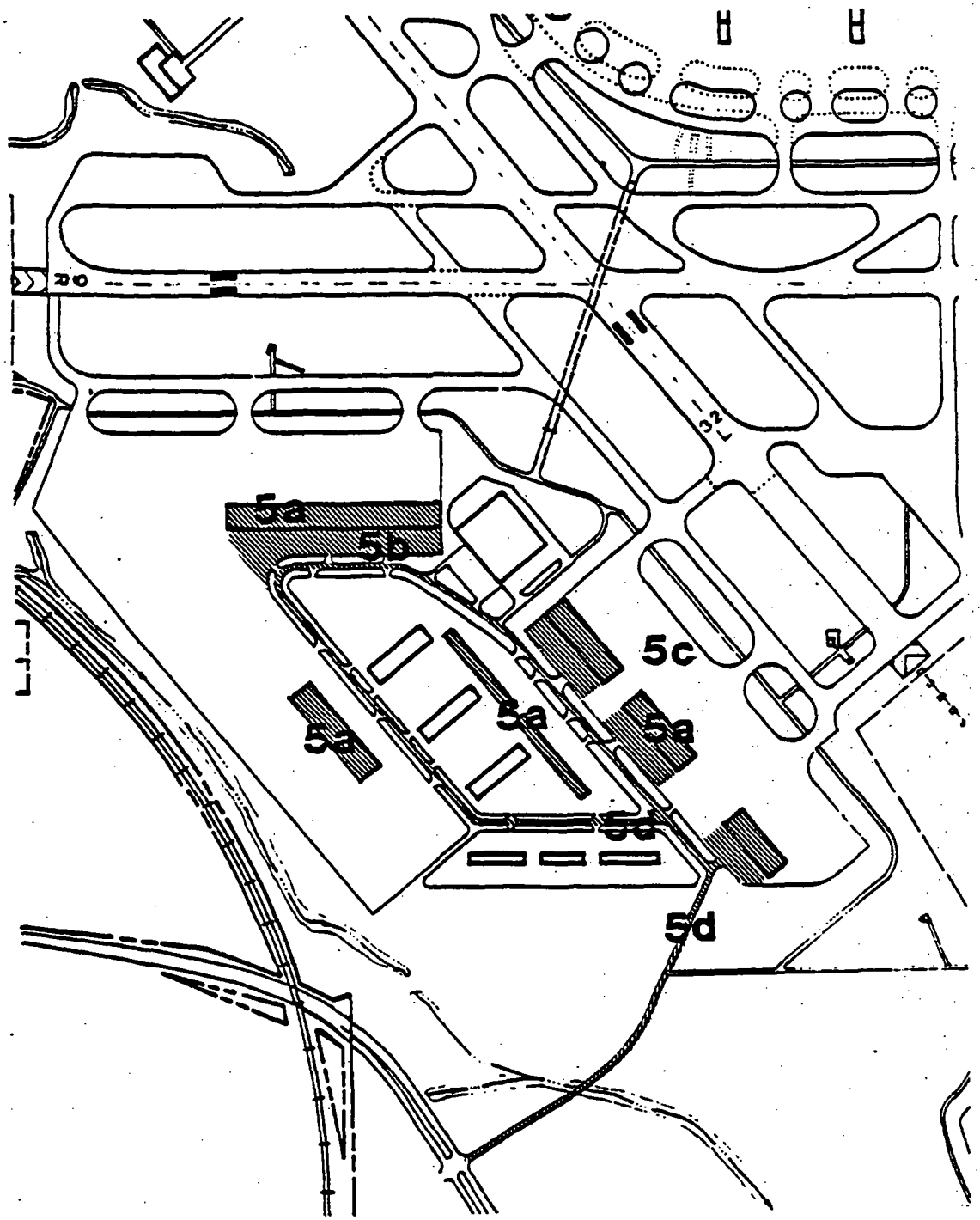
Airline Funded Total: $6,350,235

| Components | Airline Funded Cost | Estimated Constr. Start | Estimated Constr. 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




↑ 11.17.82

## Cargo and Freight Forwarder Relocations (Share With T.A-8)

IT-5

# AIRPORT DEVELOPMENT PLAN

Number: IT-6 Date: 1/17/83

Name: Post Office (Share with TA-12)

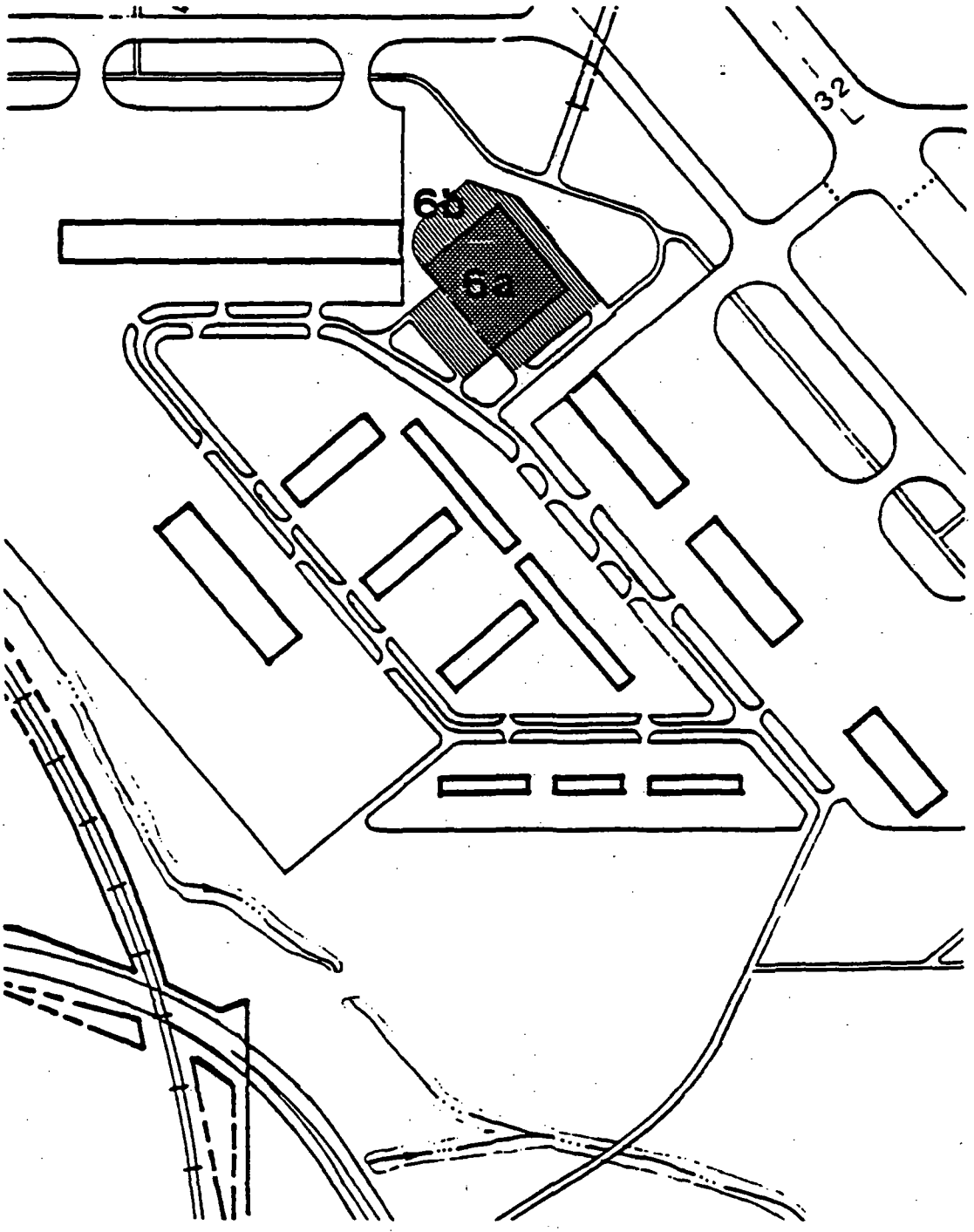
Airline Funded Total: $246,172

| 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




↑ 11.17.82

Post Office (Share with TA-12)

IT-6

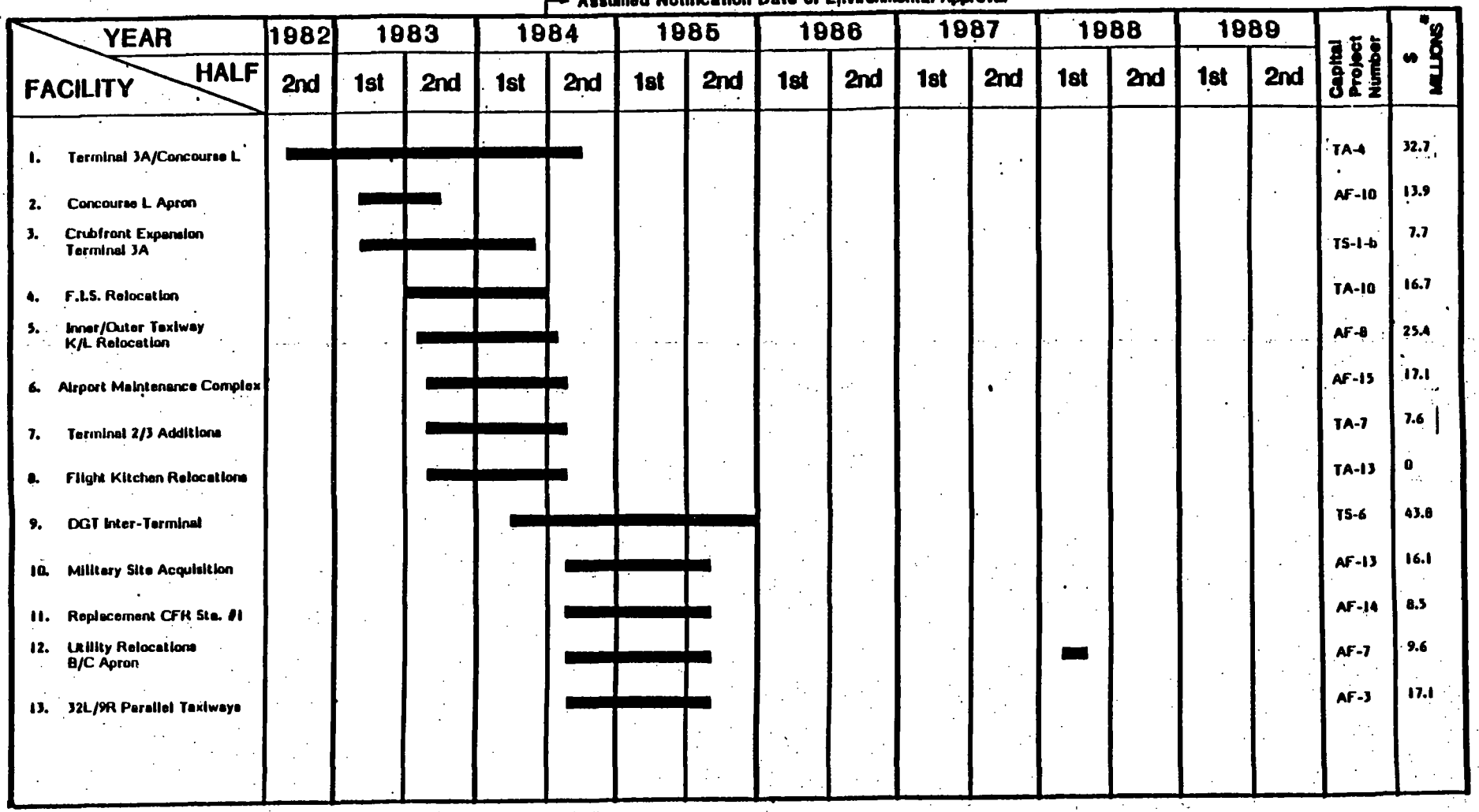
# AIRPORT DEVELOPMENT PLAN

## Preliminary Construction Schedule

SHEET 1 OF 4

**O'HARE ASSOCIATES**
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

January 28, 1983
UNFINISHED BUSINESS
15913

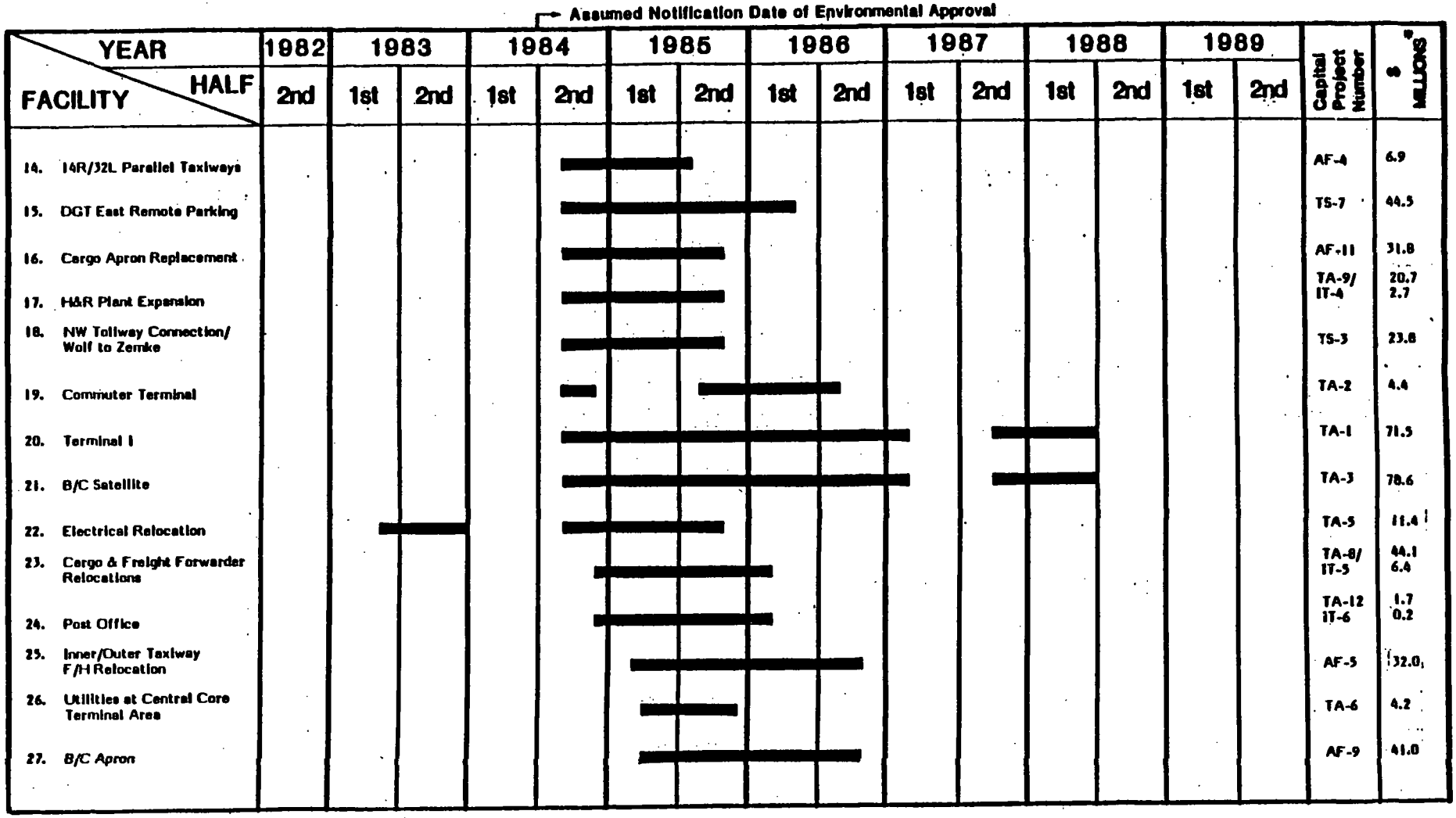
# AIRPORT DEVELOPMENT PLAN

## 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

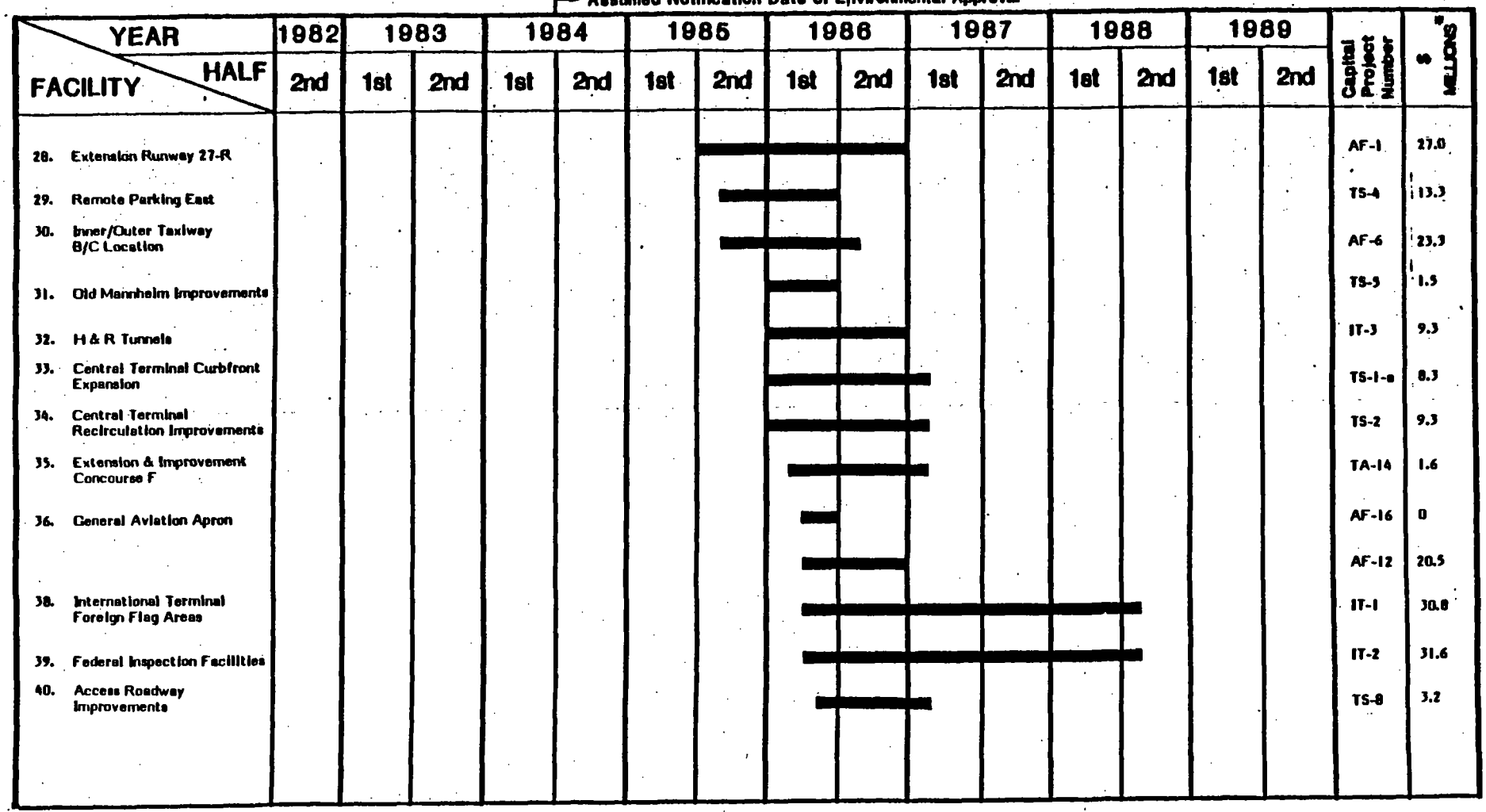
**O'HARE ASSOCIATES**
Supervising Consultant for the
Chicago-O'Hare International Airport Development Program

November 17, 1982

15915

UNFINISHED BUSINESS

January 28, 1983




* Includes Construction Cost & Allowance of 8% A/E Fees, In 1982 Dollars

# AIRPORT DEVELOPMENT PLAN

## Preliminary Construction Schedule



O'HARE ASSOCIATES
Supervising Consultant for the
Chicago-O'Hare International Airport Development Program

November 17, 1982

→ Assumed Notification Date of Environmental Approval

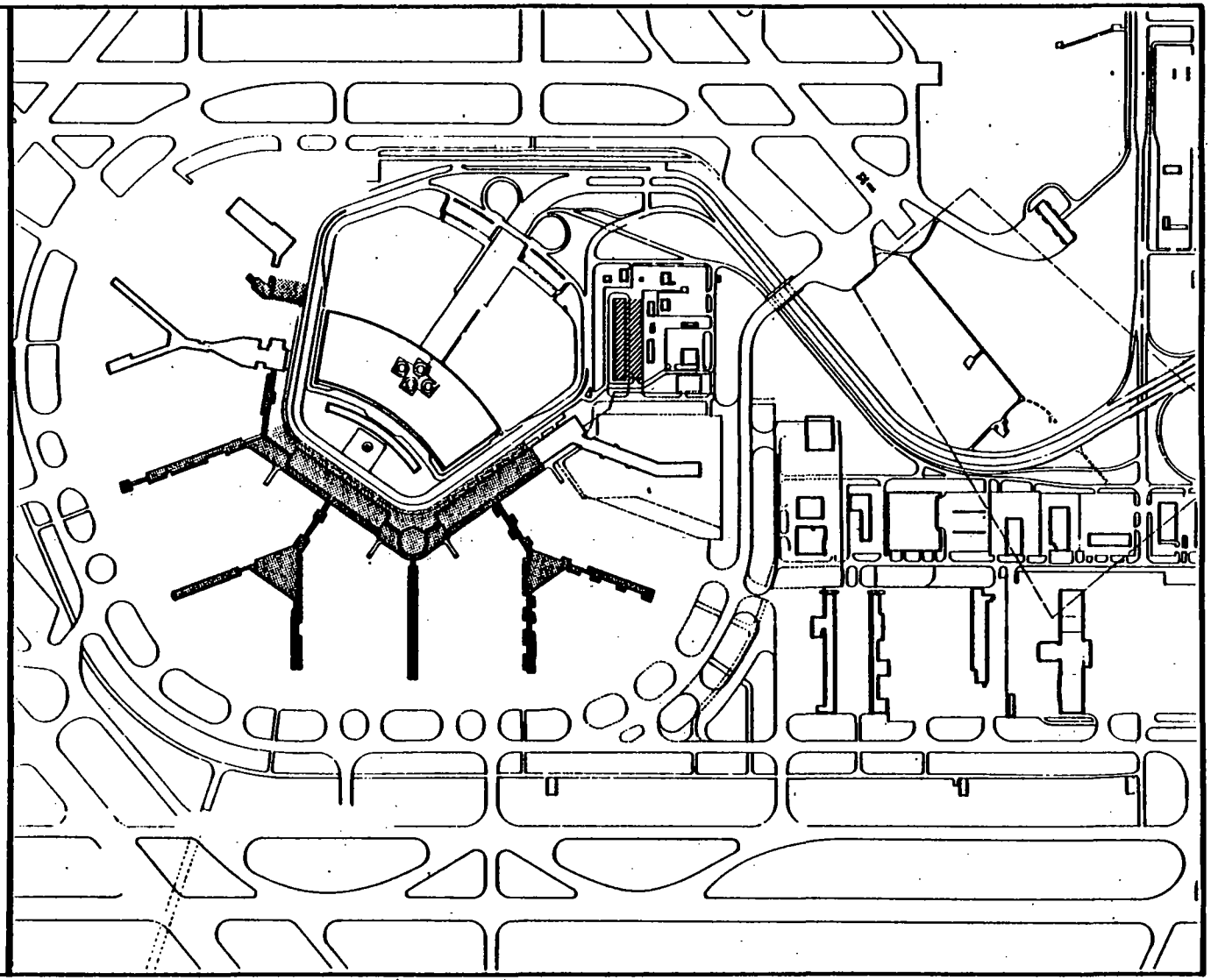
| FACILITY \ YEAR / HALF | 1982 2nd | 1983 1st | 1983 2nd | 1984 1st | 1984 2nd | 1985 1st | 1985 2nd | 1986 1st | 1986 2nd | 1987 1st | 1987 2nd | 1988 1st | 1988 2nd | 1989 1st | 1989 2nd | Capital Project Number | $ MILLIONS* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 41. Extension & Improvement Concourse G | | | | | | | | | | | | | | | | TA-15 | 1.6 |
| 42. Extension & Improvements Concourse H | | | | | | | | | | | | | | | | TA-16 | 1.6 |
| 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

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

January 28, 1983

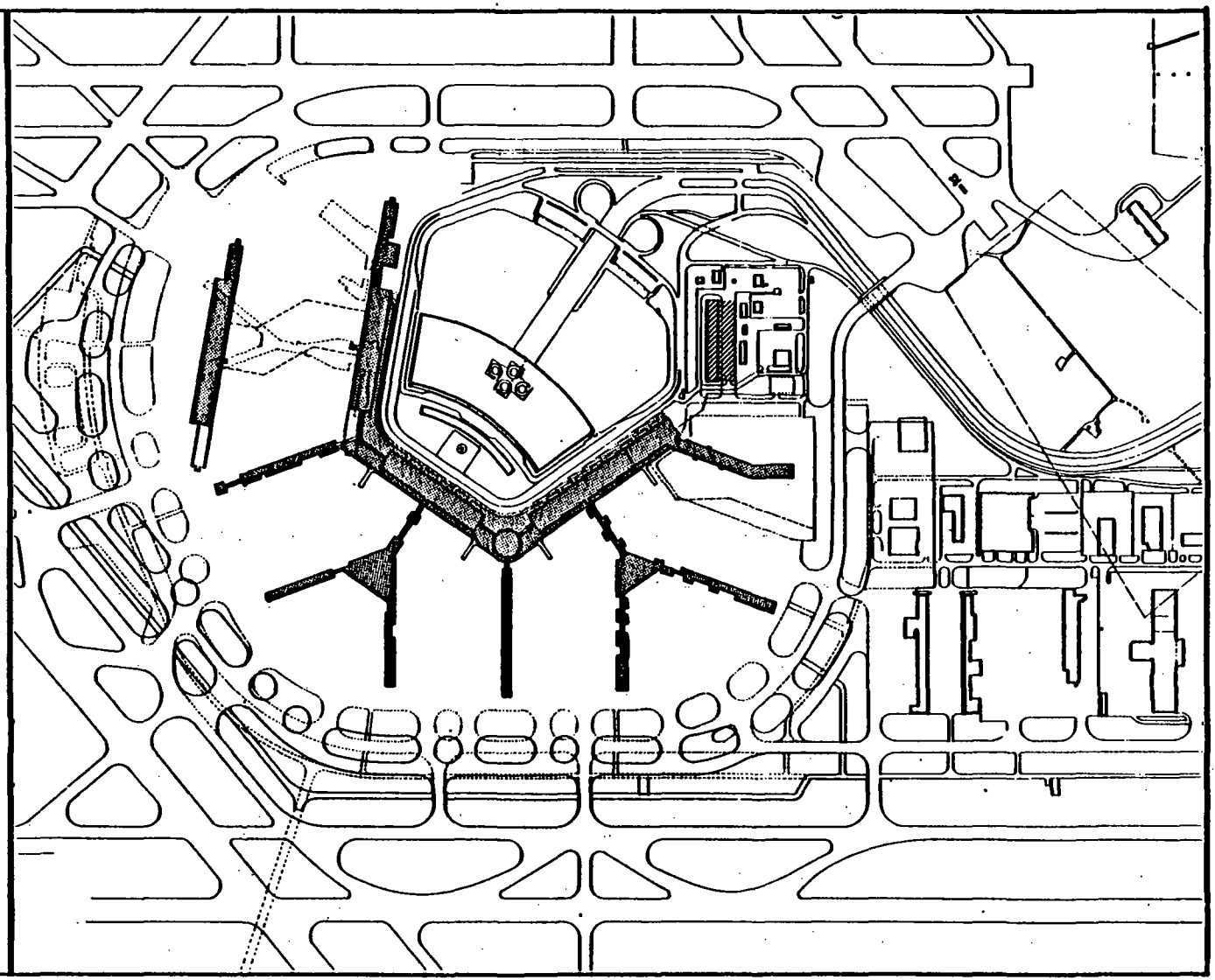
UNFINISHED BUSINESS

15917

12.7.82

Terminal Area

Share With International Terminal Area



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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

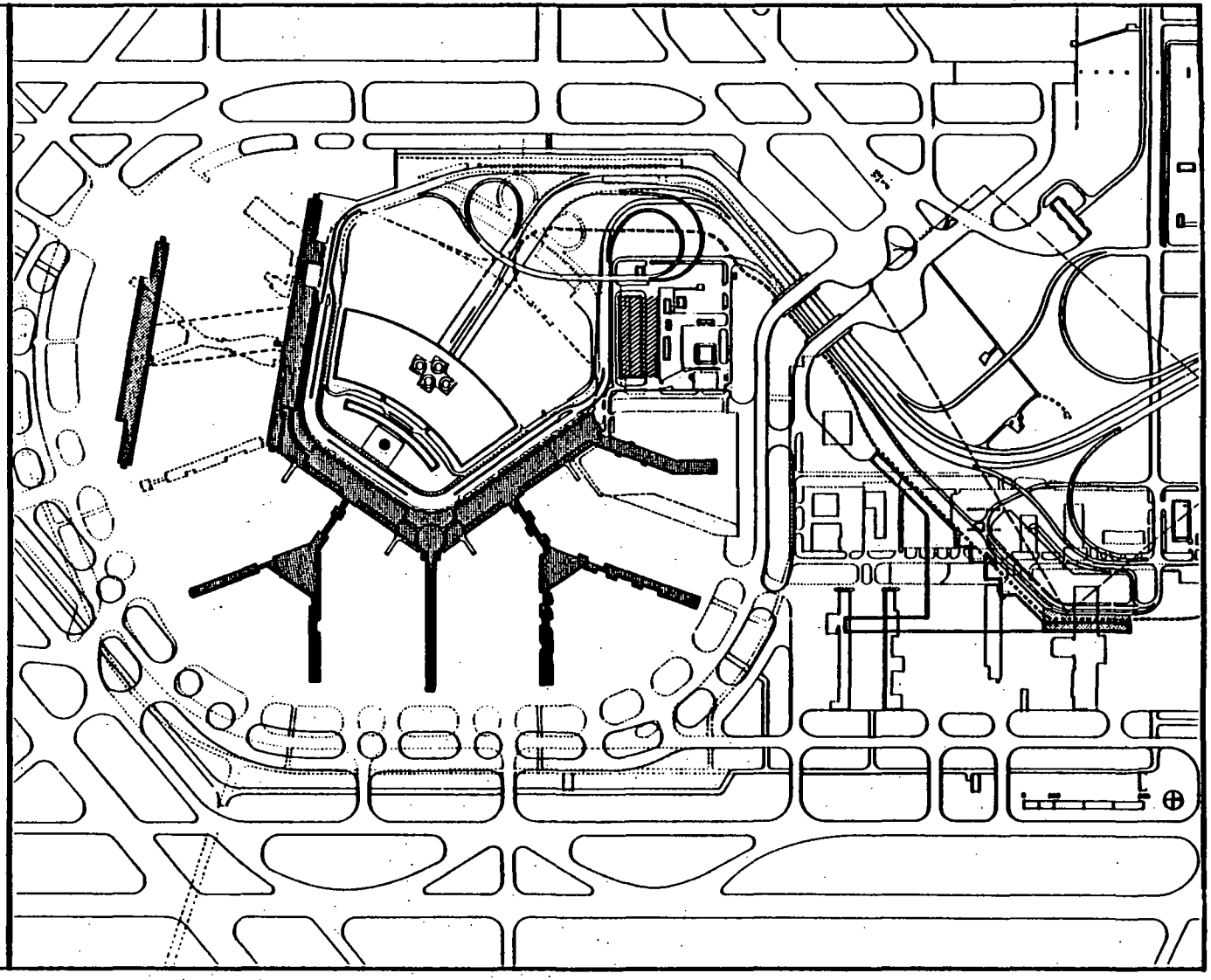
TERMINAL AREA-PHASE II

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

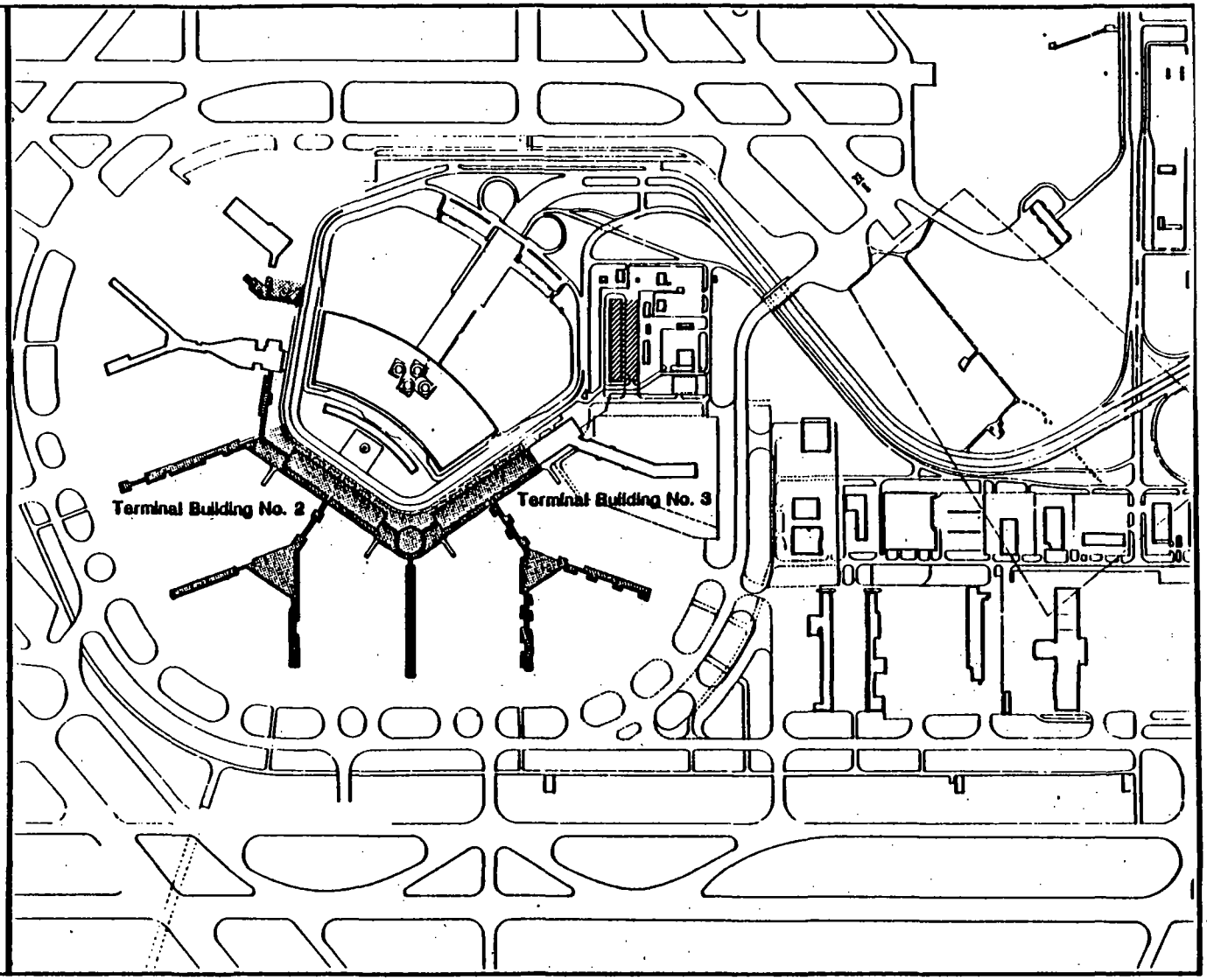
TERMINAL AREA- PHASE III

EXHIBIT C3

12.7.82

Terminal Area

Share With International Terminal Area




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

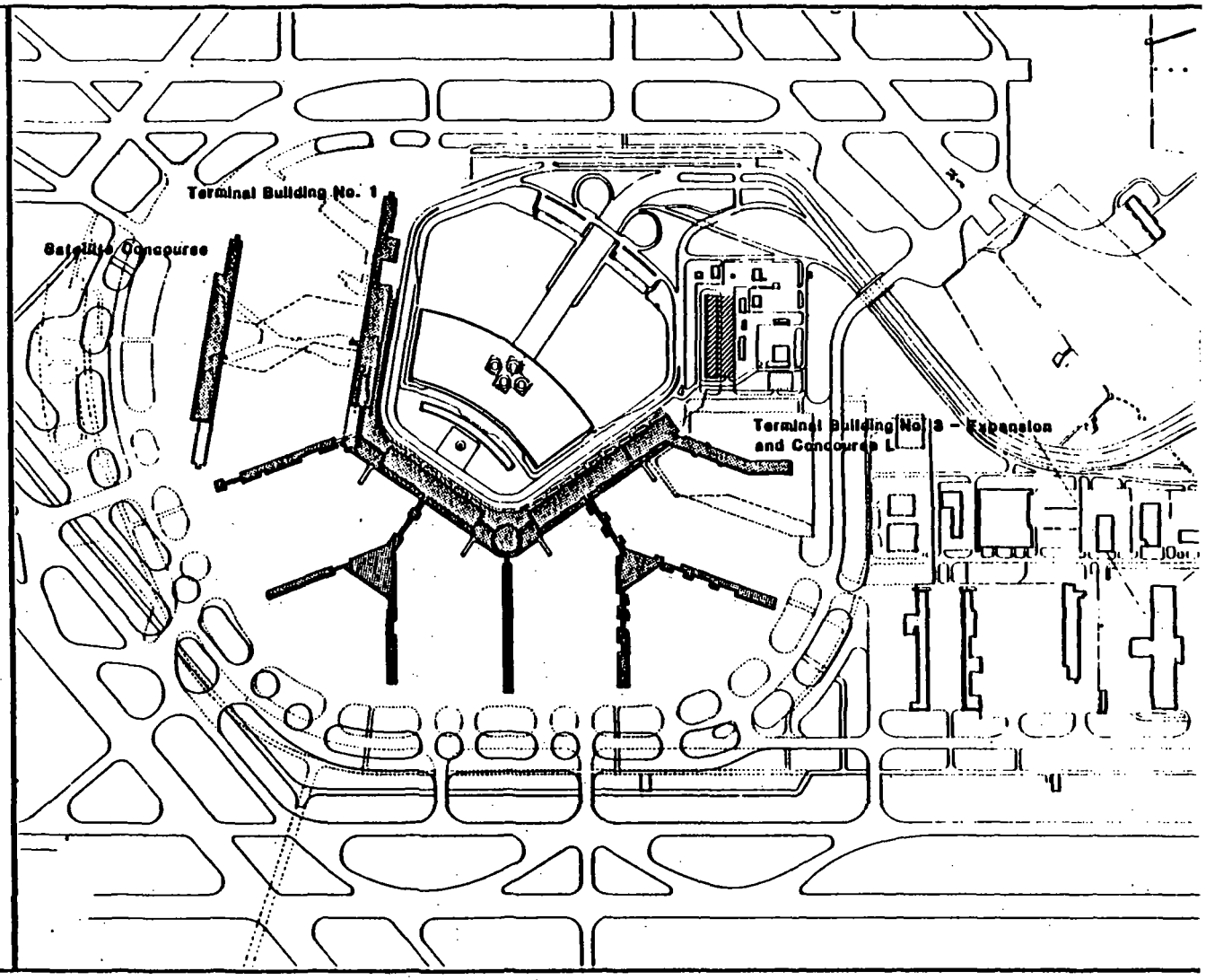
TERMINAL AREA- PHASE I

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 Ragonis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant LANDRUM & BROWN Aviation Consultant

TERMINAL AREA–PHASE II

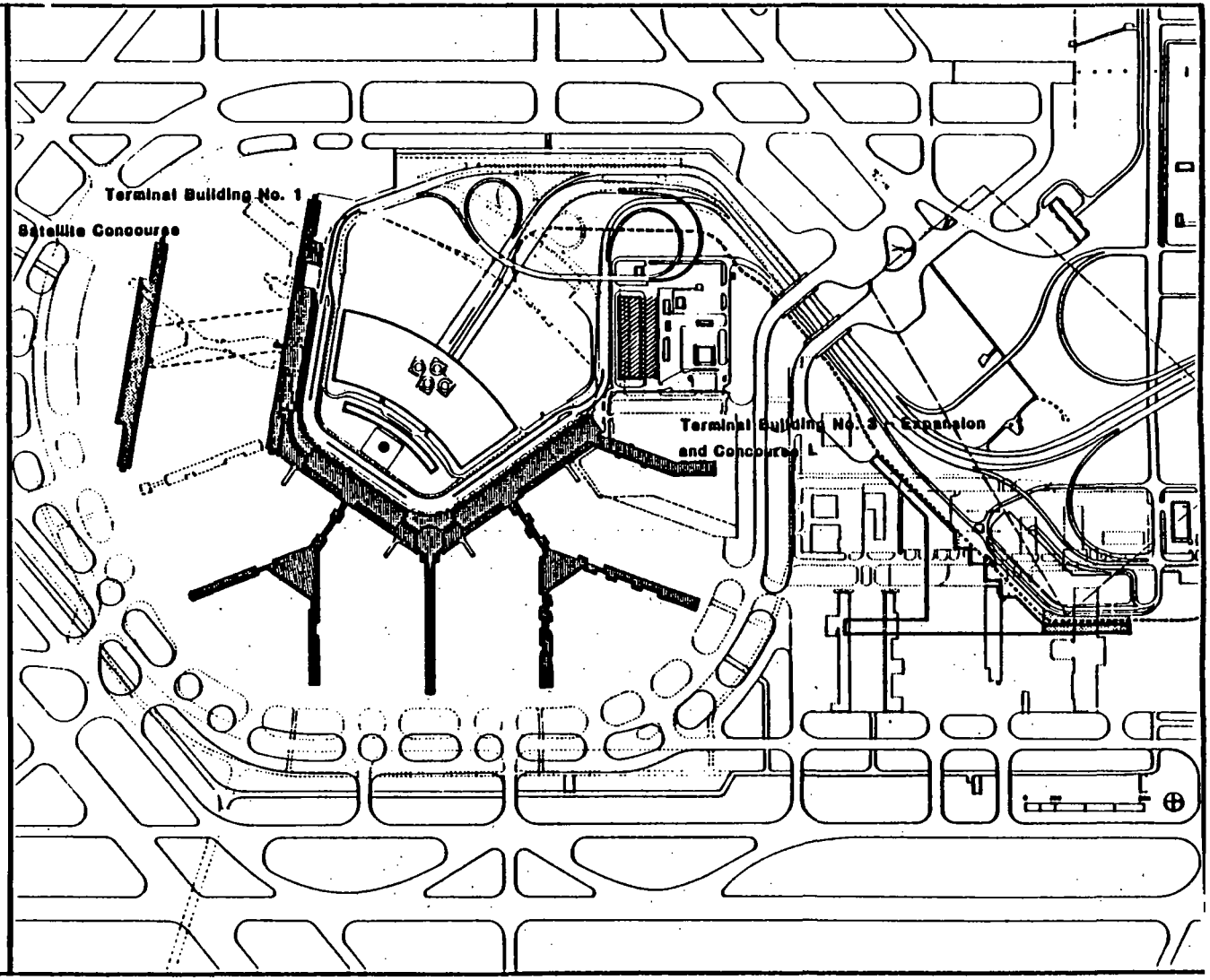
EXHIBIT C2

15921

12.7.82

Terminal Area

Share With International Terminal Area



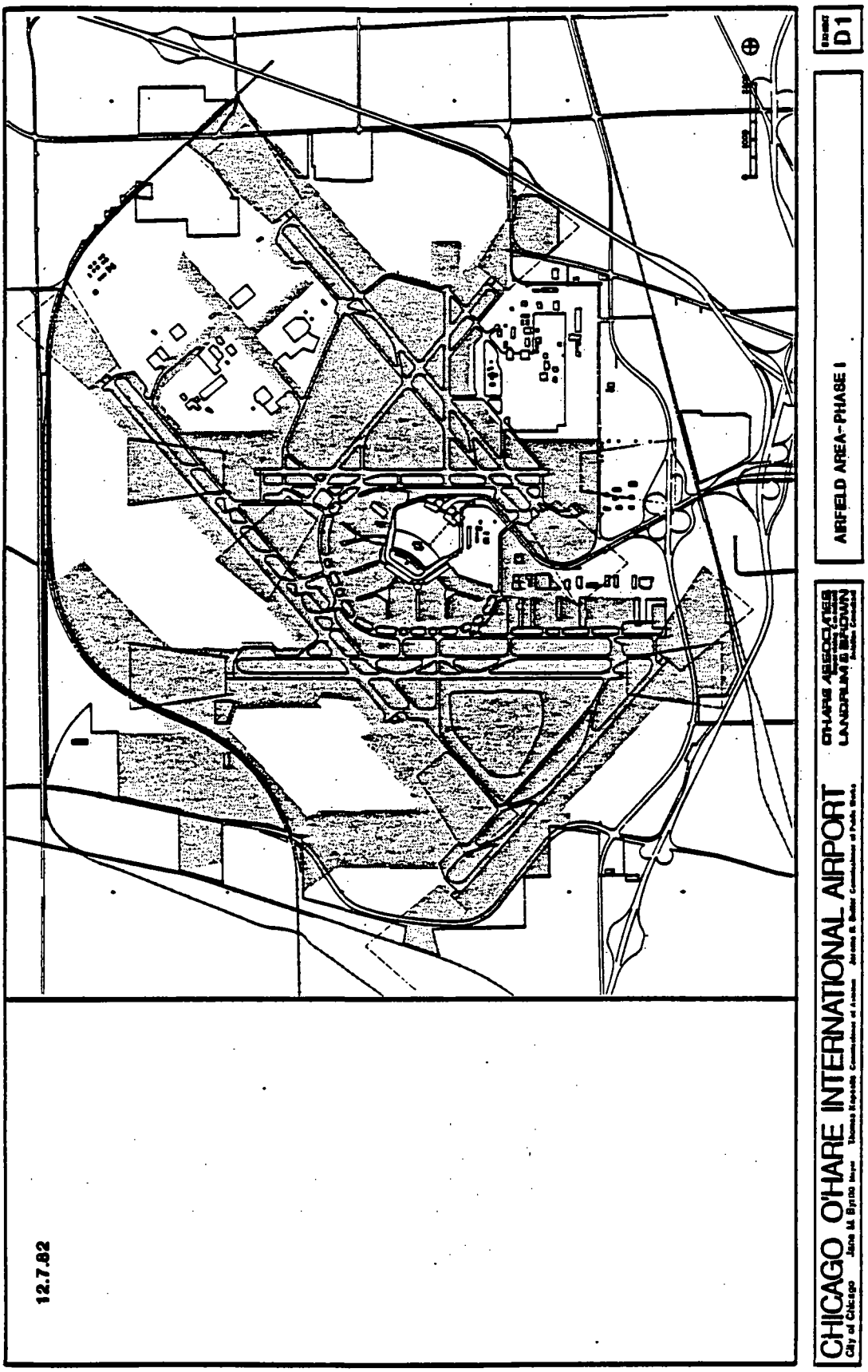

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R Butler Commissioner of Public Works

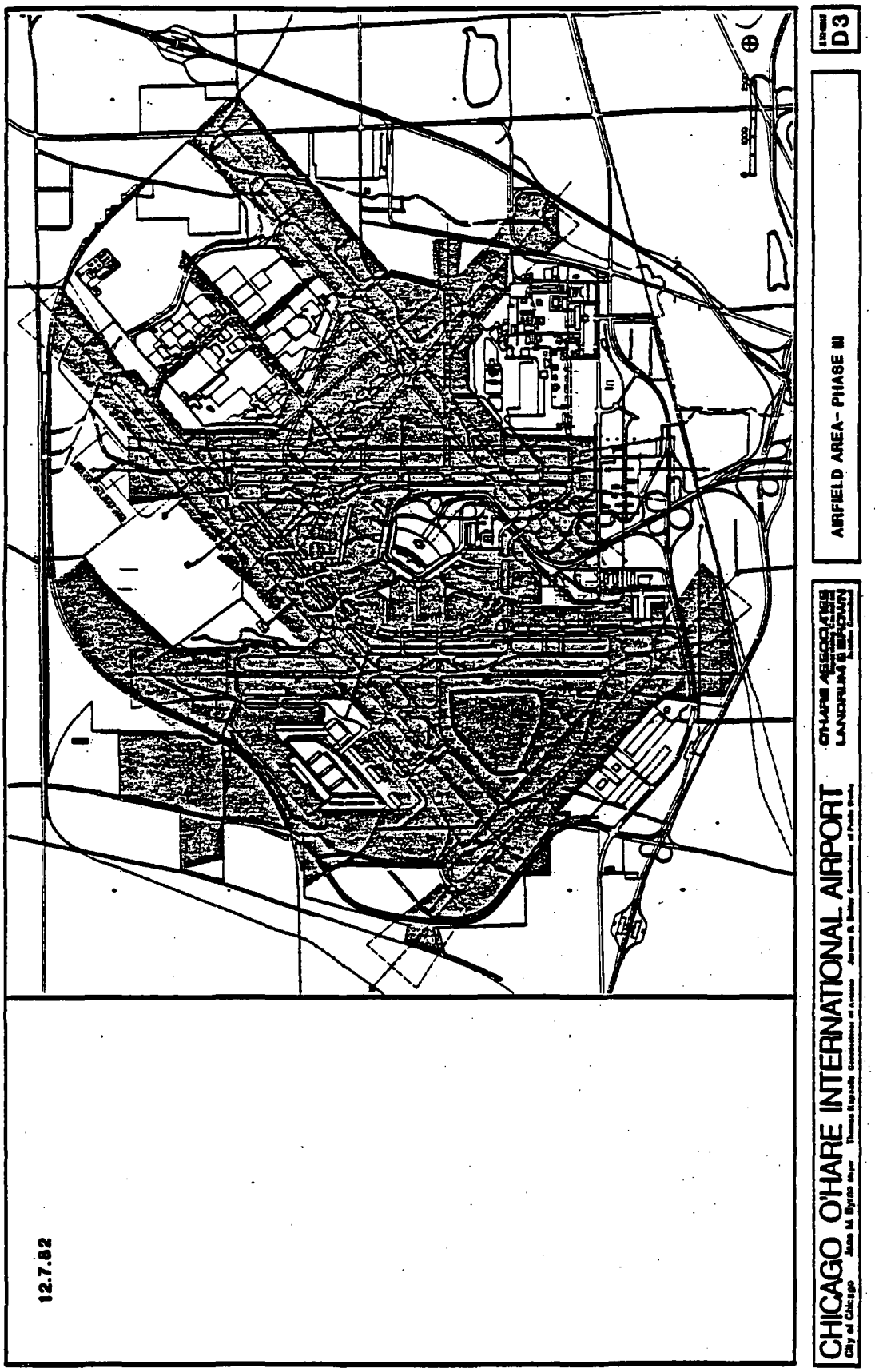
O'HARE ASSOCIATES Operating Consultant
LANDRUM & BROWN Aviation Consultant

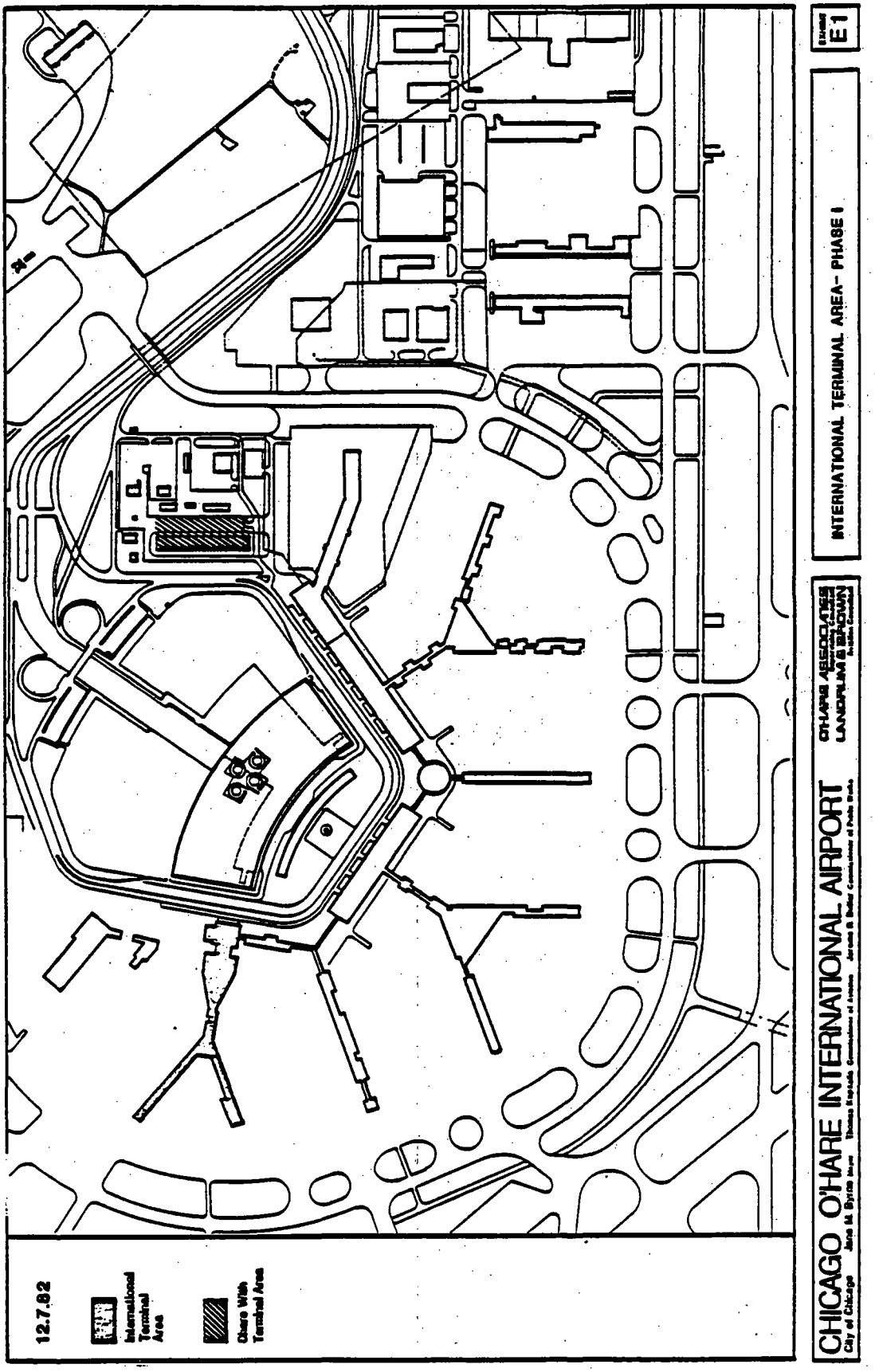
TERMINAL AREA- PHASE III

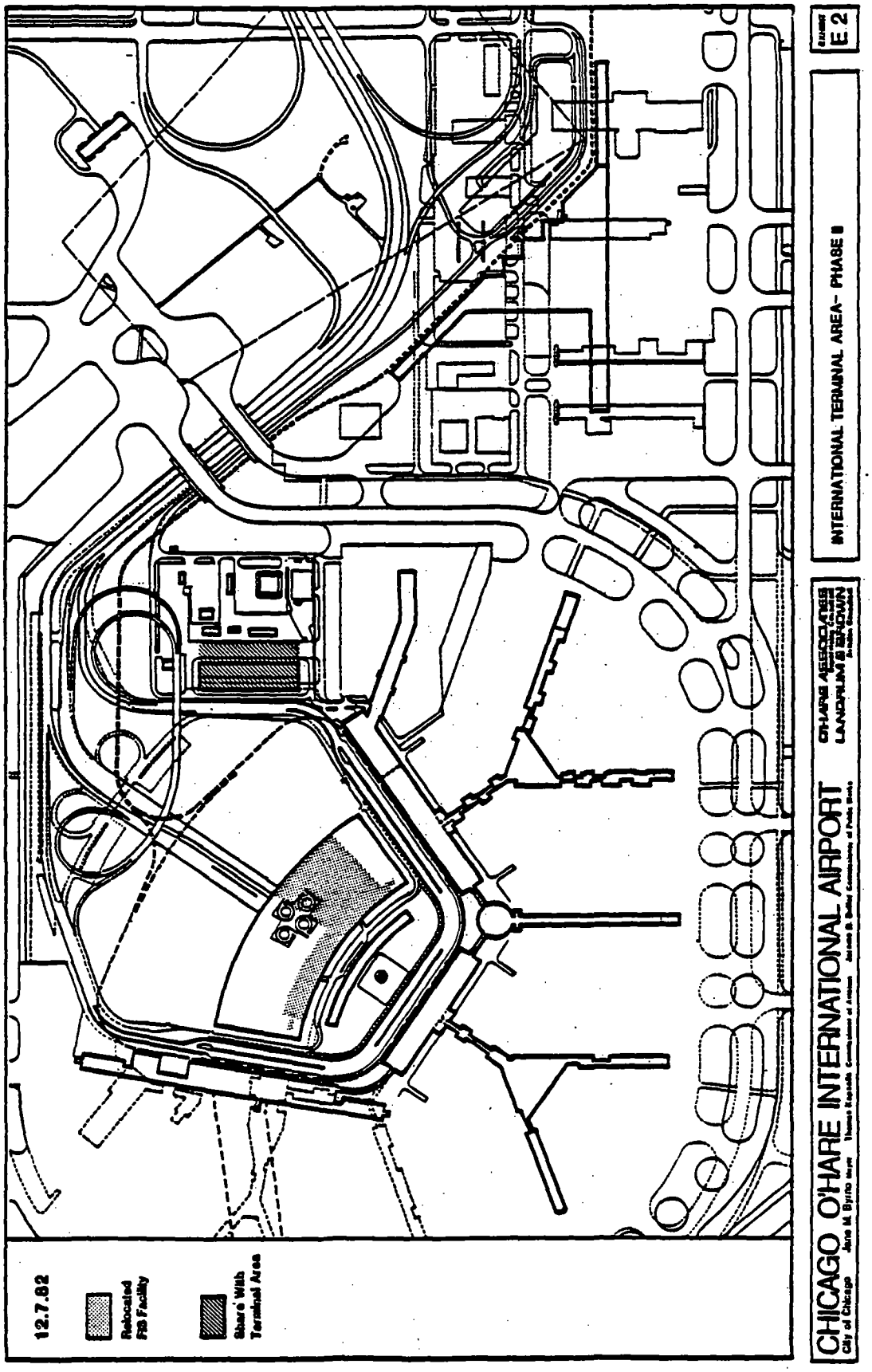
EXHIBIT C3

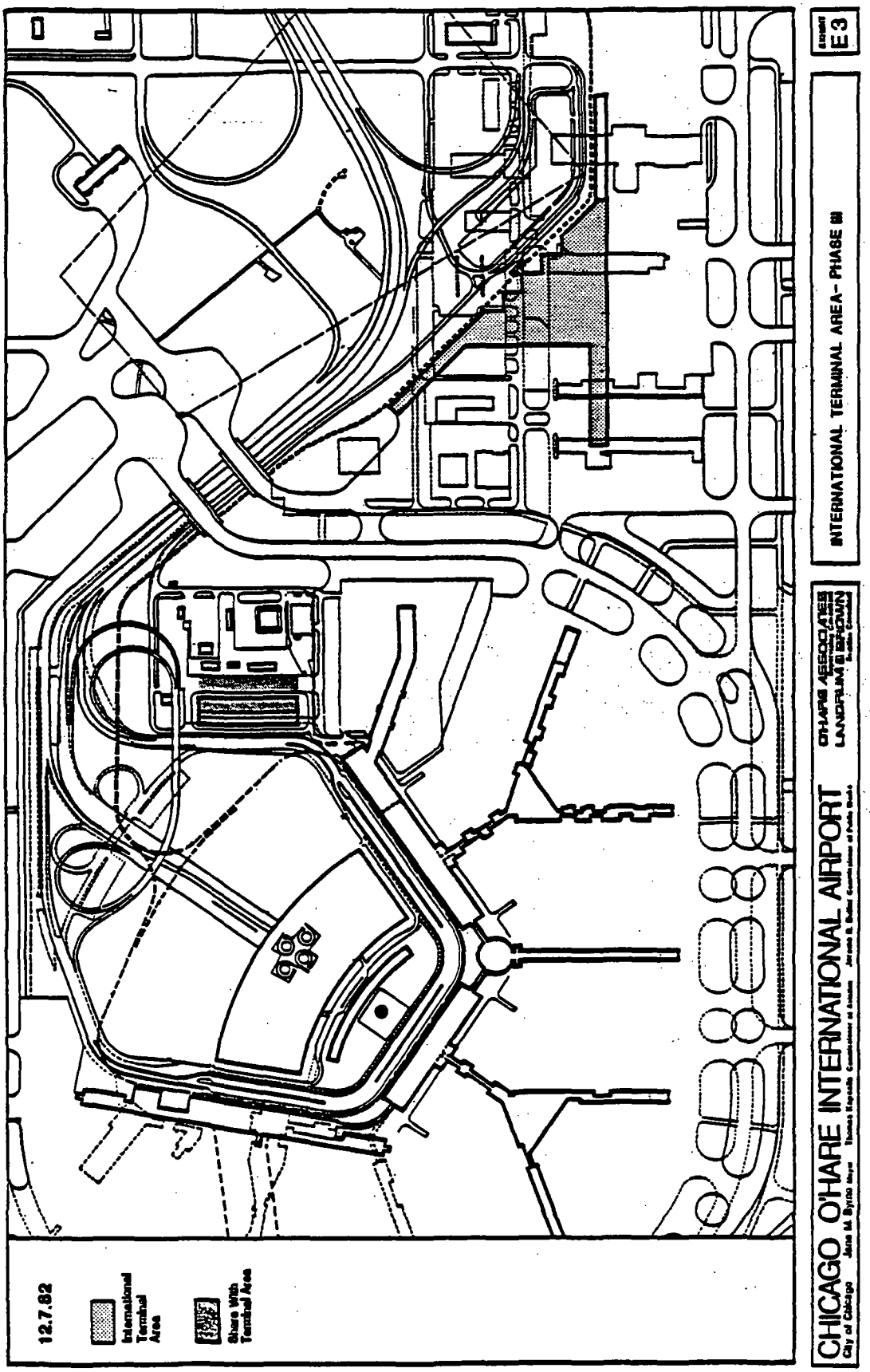

12.7.82
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
AIRFIELD AREA - PHASE I
D1

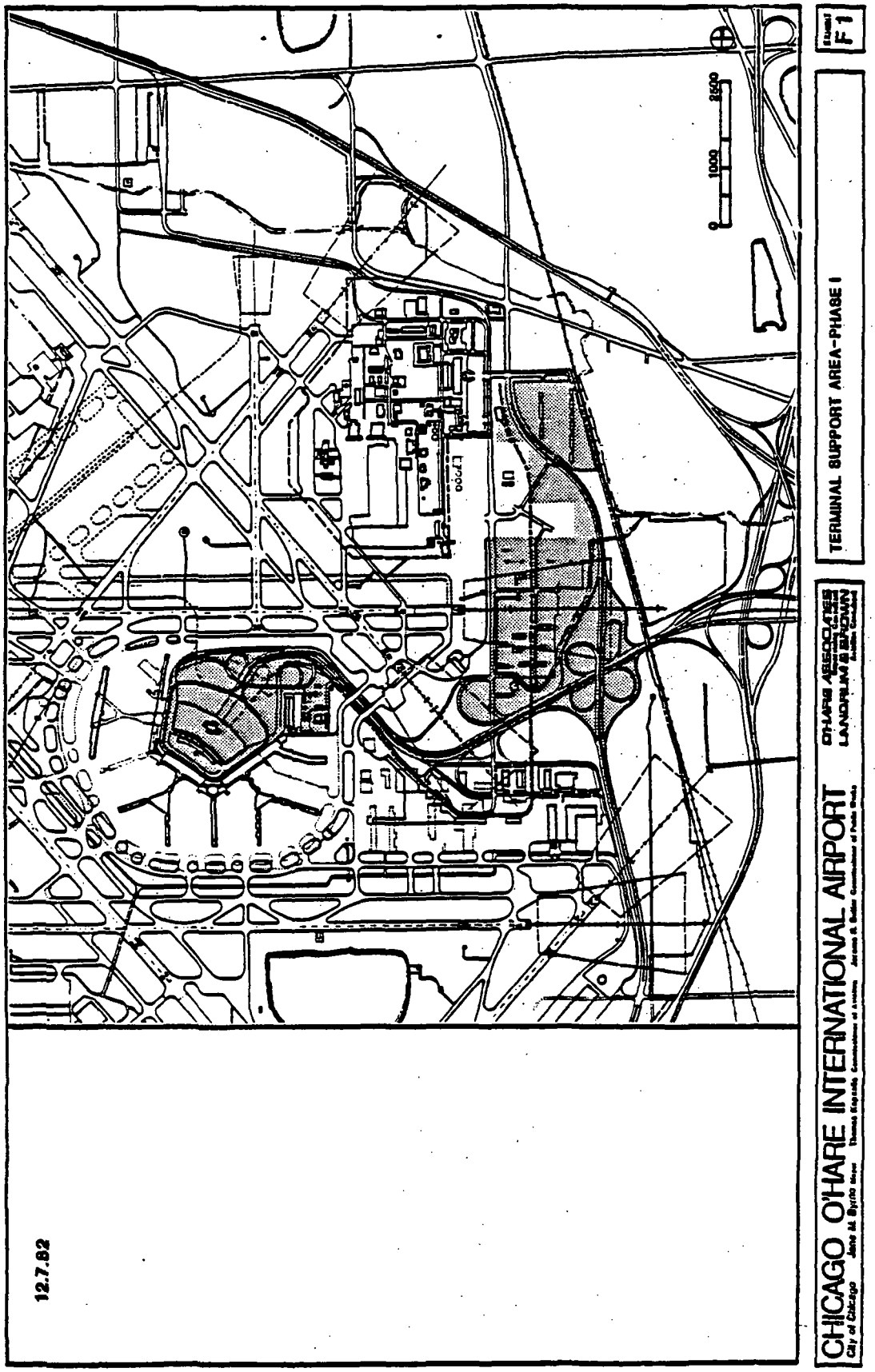
12.7.82
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
ARFIELD AREA-PHASE II
Exhibit D2

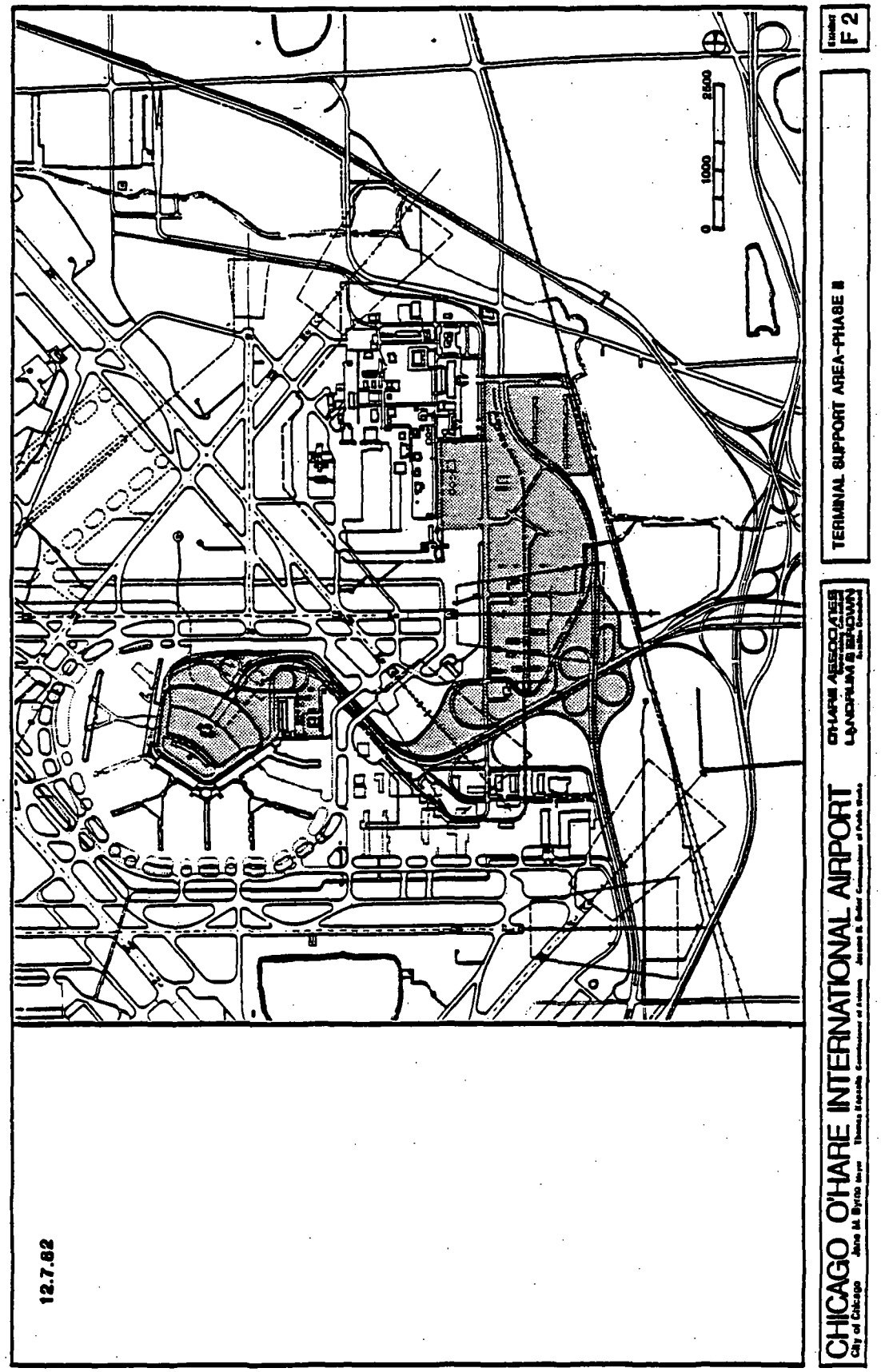

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
AIRFIELD AREA- PHASE III
Exhibit D3
12.7.82


12.7.82
International Terminal Area
Ohare With Terminal Area
CHICAGO O'HARE INTERNATIONAL AIRPORT
INTERNATIONAL TERMINAL AREA- PHASE I
E1


12.7.82
Relocated FIS Facility
Share'd With Terminal Area
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
INTERNATIONAL TERMINAL AREA - PHASE II
E 2


12.7.82
International Terminal Area
Share With Terminal Area
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
INTERNATIONAL TERMINAL AREA - PHASE III
E3


CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANOPLAN & BROWN
TERMINAL SUPPORT AREA-PHASE I
F1
12.7.82


CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
TERMINAL SUPPORT AREA-PHASE II
Exhibit F 2
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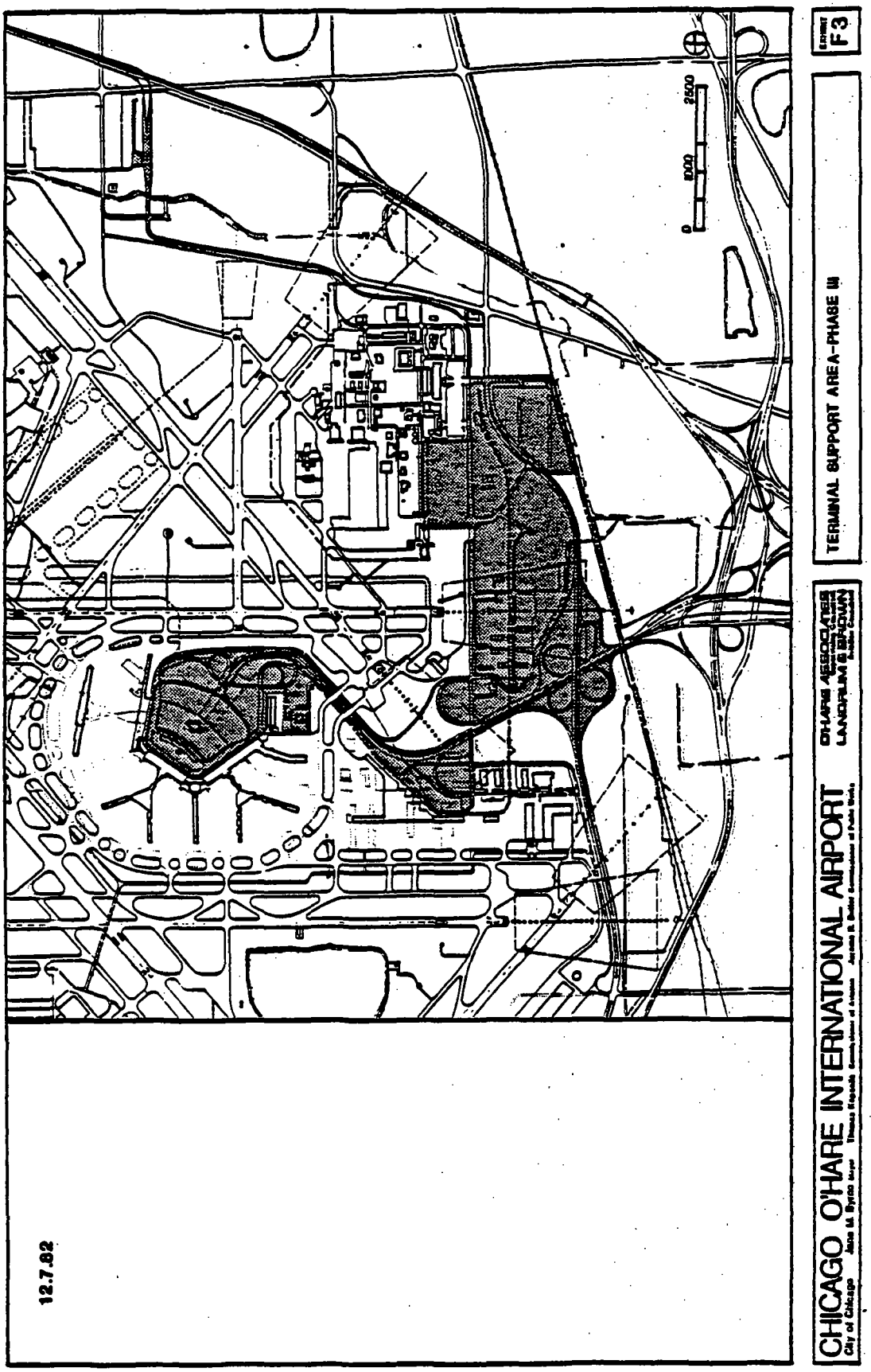
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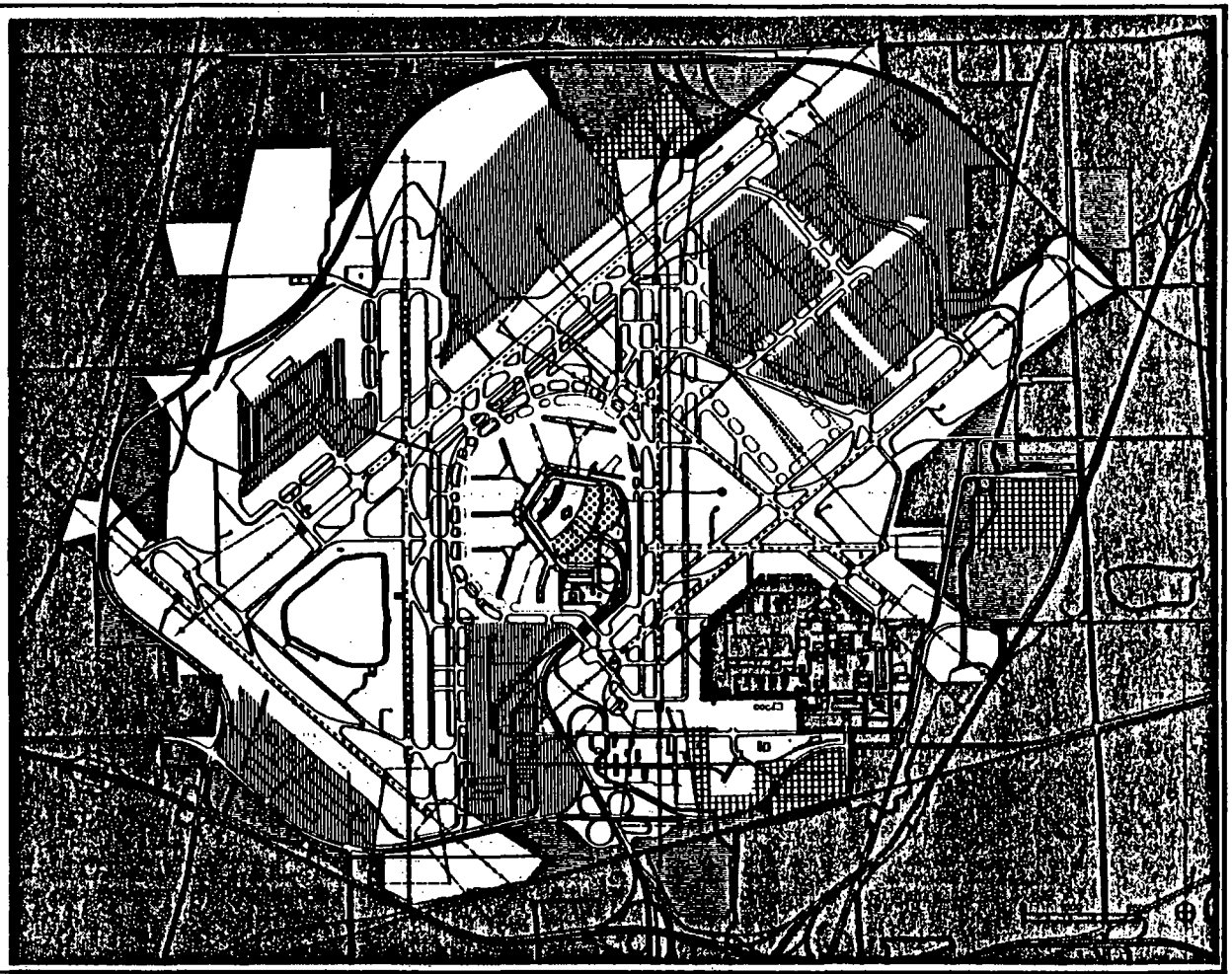
12.7.82
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'Hare Associates
Landrum & Brown
TERMINAL SUPPORT AREA-PHASE III
EXHIBIT F3

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 Kapostis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

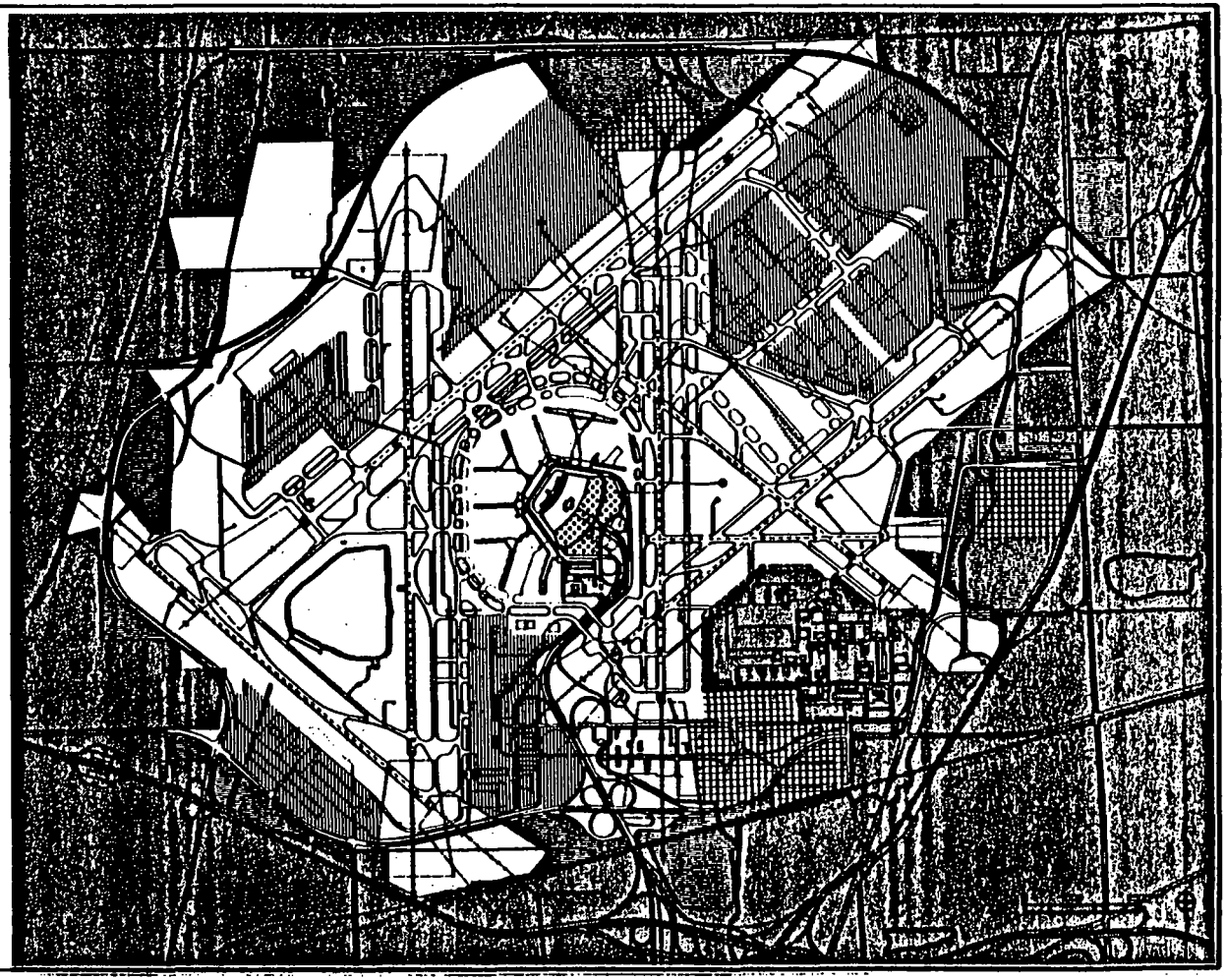
O'HARE ASSOCIATES LANDRUM & BROWN Aviation Consultants

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



CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kopecki Commissioner of Aviation Jerome G. Keller Commissioner of Public Works

O'HARE ASSOCIATES LANDRUM & BROWN Aviation Consultant

LAND SUPPORT AREA-PHASE II

EXHIBIT G2

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
LAND SUPPORT AREA - PHASE II
Q3

**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.

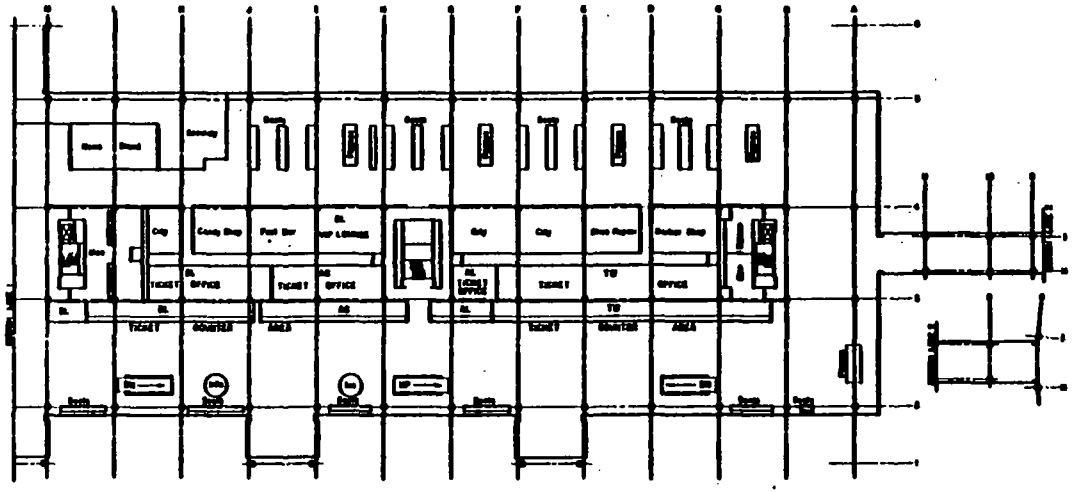
(c) Anything in this Ordinance to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds or coupons which remain unclaimed for six years after the date when all of the Bonds have become due and payable, either at their stated maturity dates 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.

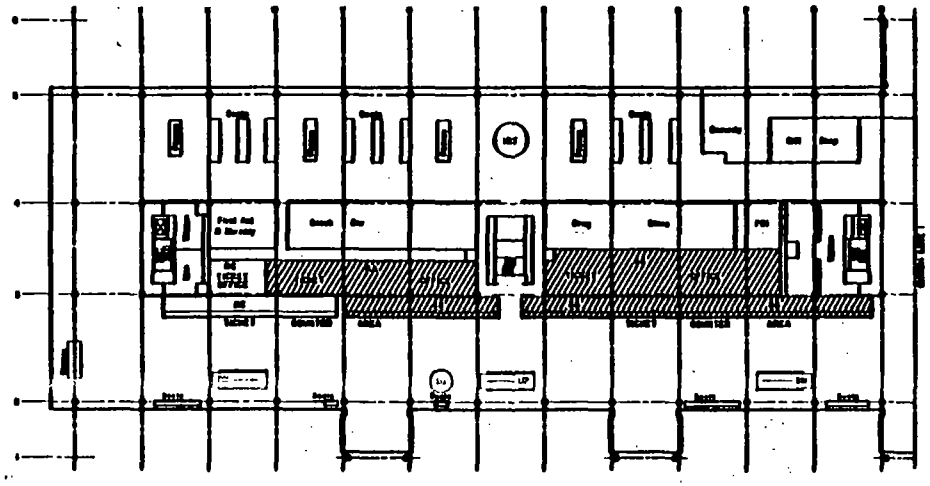
Section 1403. No Recourse Under Ordinance or on Bonds. All covenants, stipulations, promises, agreements and obligations of the City contained in this Ordinance shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any officer or employee of the 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 16016-16052 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

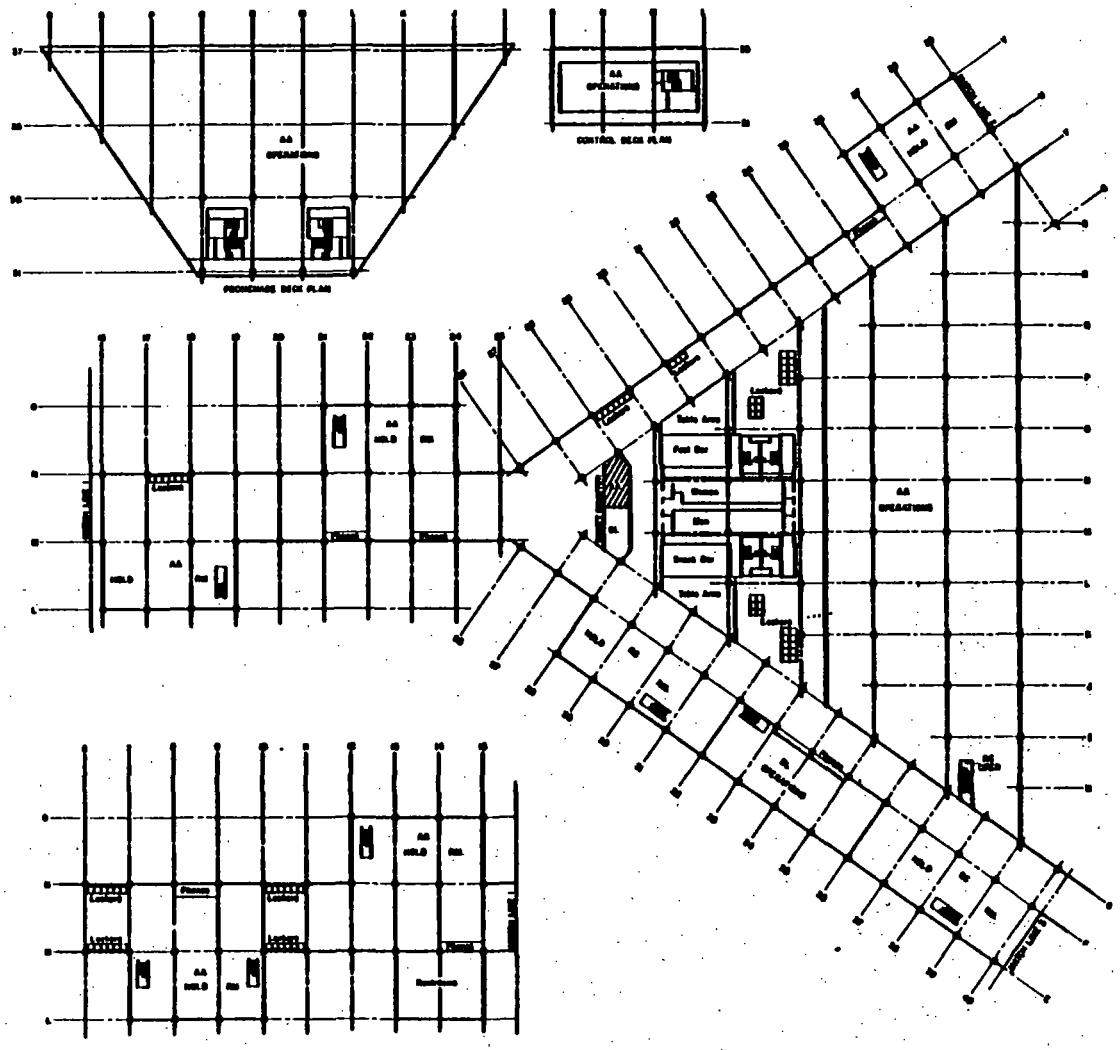
CHICAGO O'HARE INTERNATIONAL AIRPORT

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 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

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LANDRUM & BROWN

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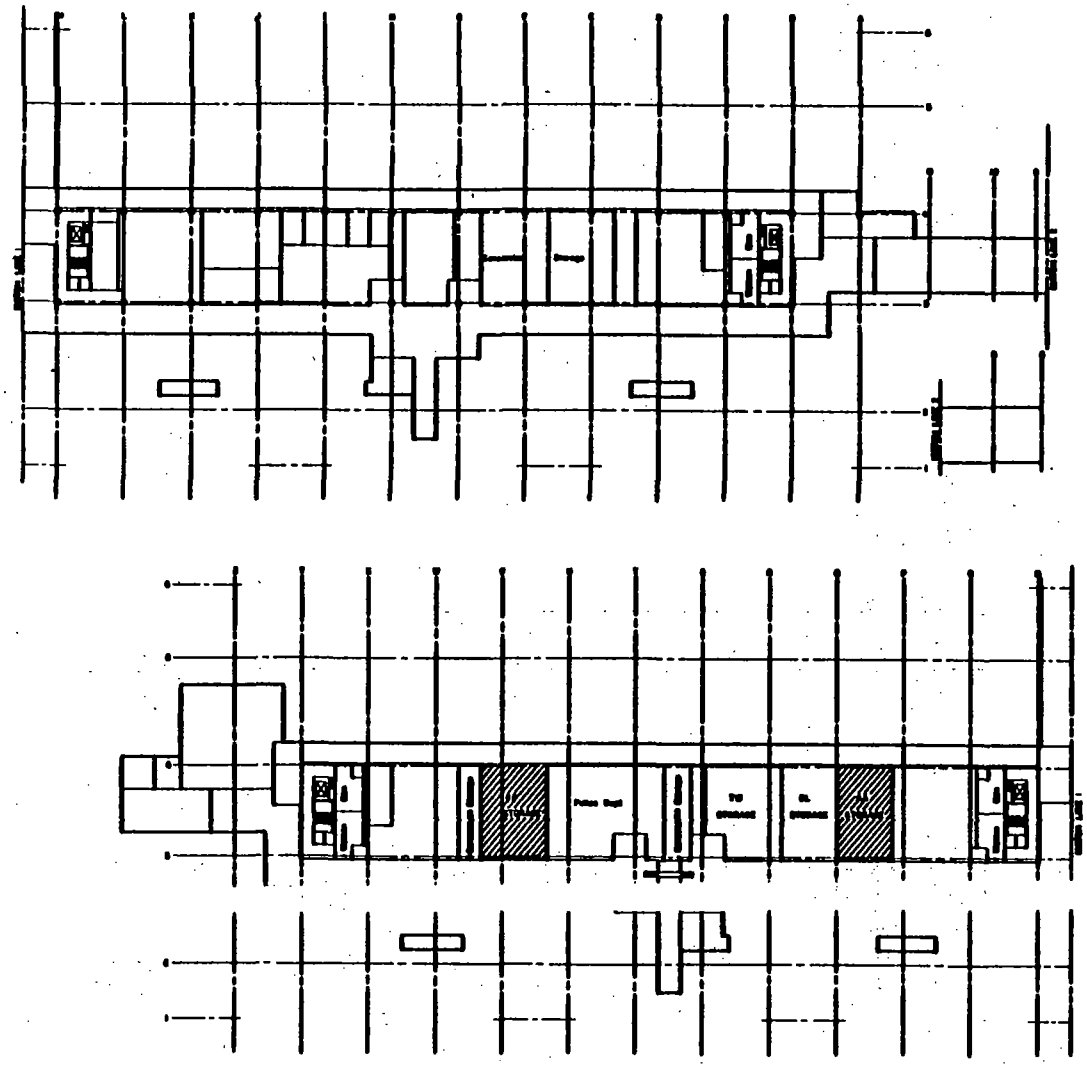
# AIRLINES OPERATIONS AREA

**(Basement Floor Terminal 3)**



DRAWING 8 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

CHIARNI ASSOCIATES Architects Engineers Planners LANDRUM & BROWN Aviation Consultant

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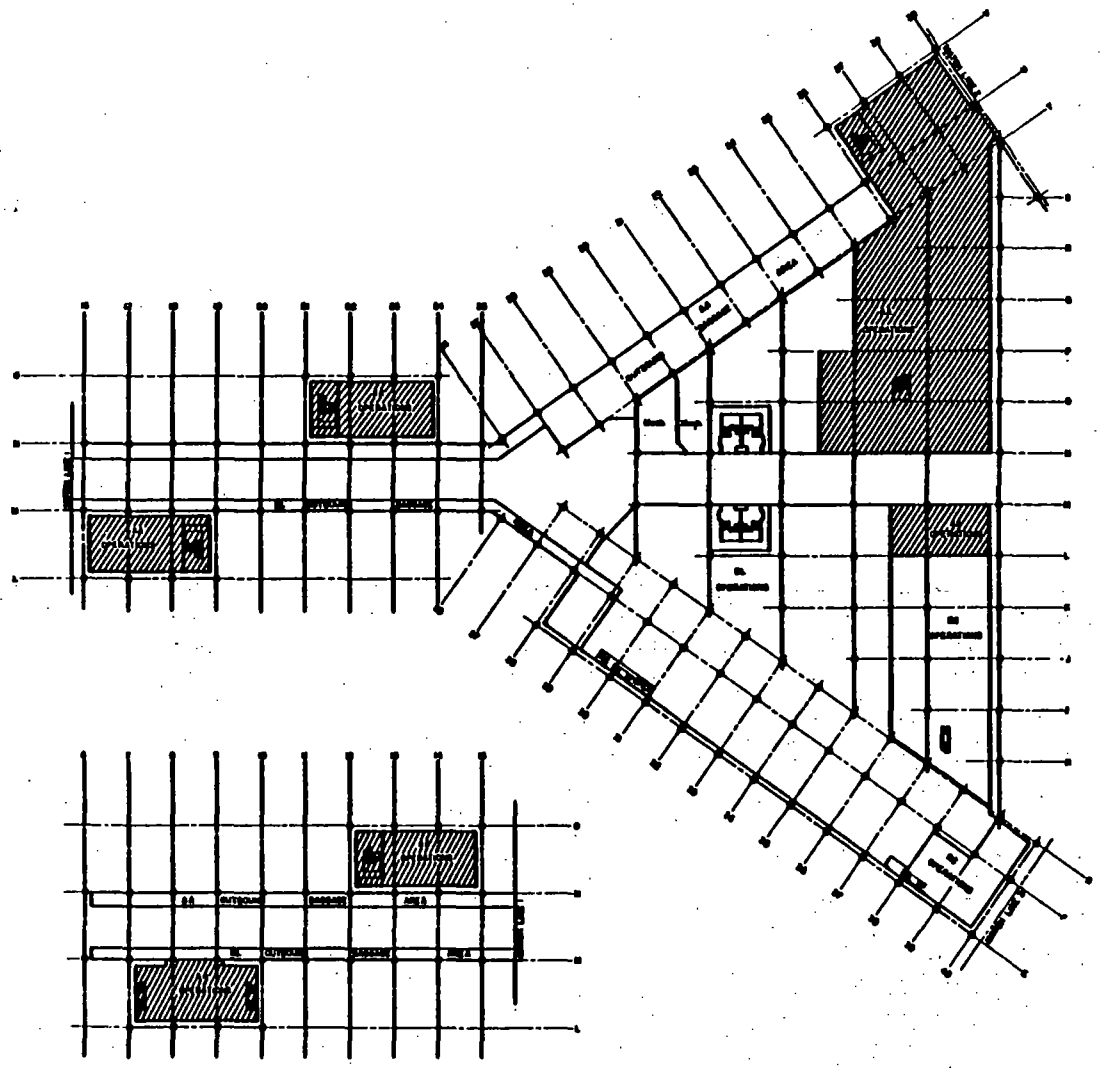
# AIRLINES OPERATIONS AREA
**(First Floor Concourse H-K)**



DRAWING 2 2 of 6

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O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

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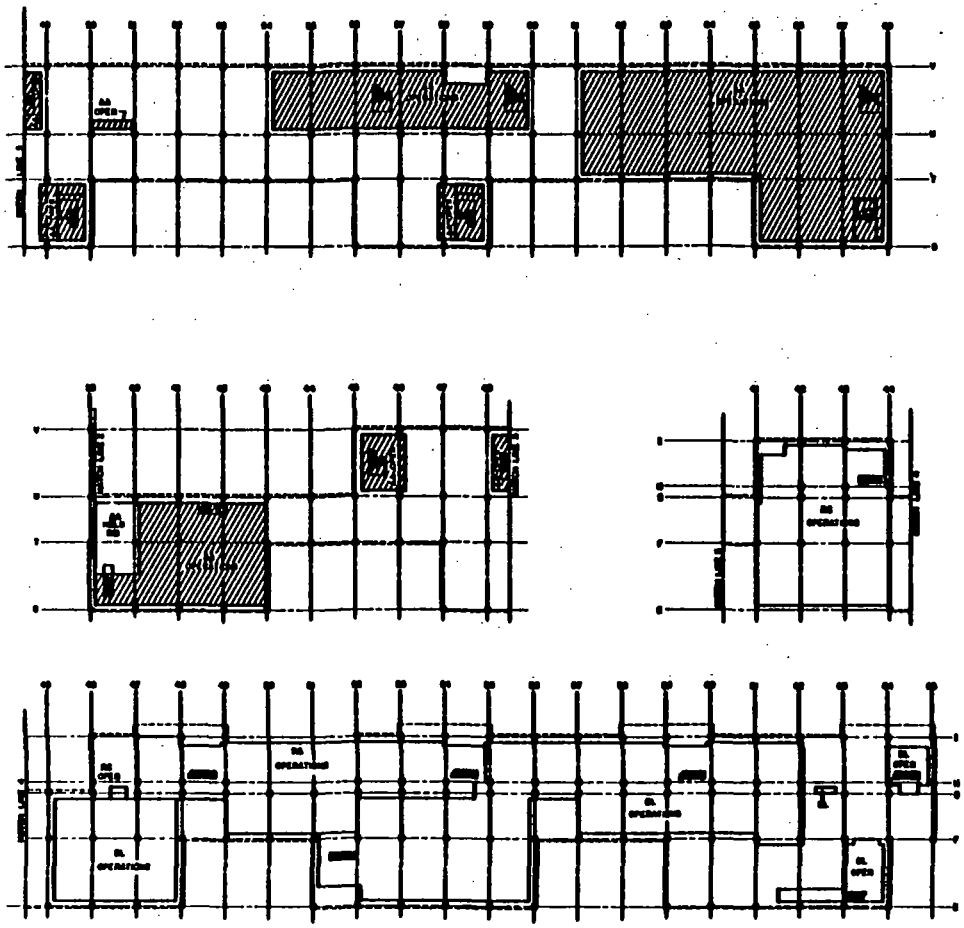
# AIRLINES OPERATIONS AREA

**(First Floor Concourse H-K)**



DRAWING 2 9 of 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 Terminal Planning Consultant
LANDRUM & BROWN Aviation Consultant

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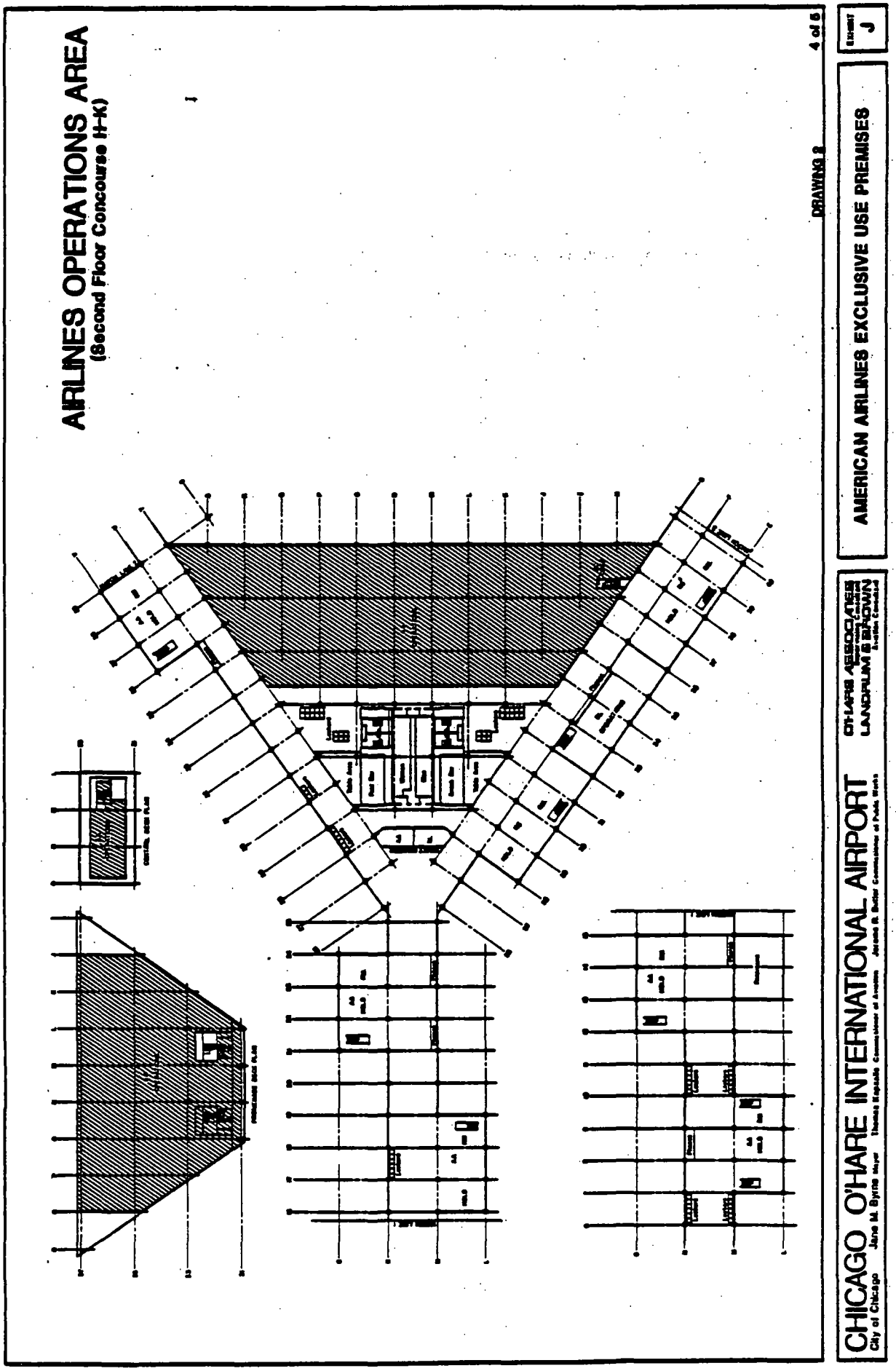
AIRLINES OPERATIONS AREA
(Second Floor Concourse H-K)
4 of 5
DRAWING 2
CHICAGO O'HARE INTERNATIONAL AIRPORT
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LANDRUM & BROWN
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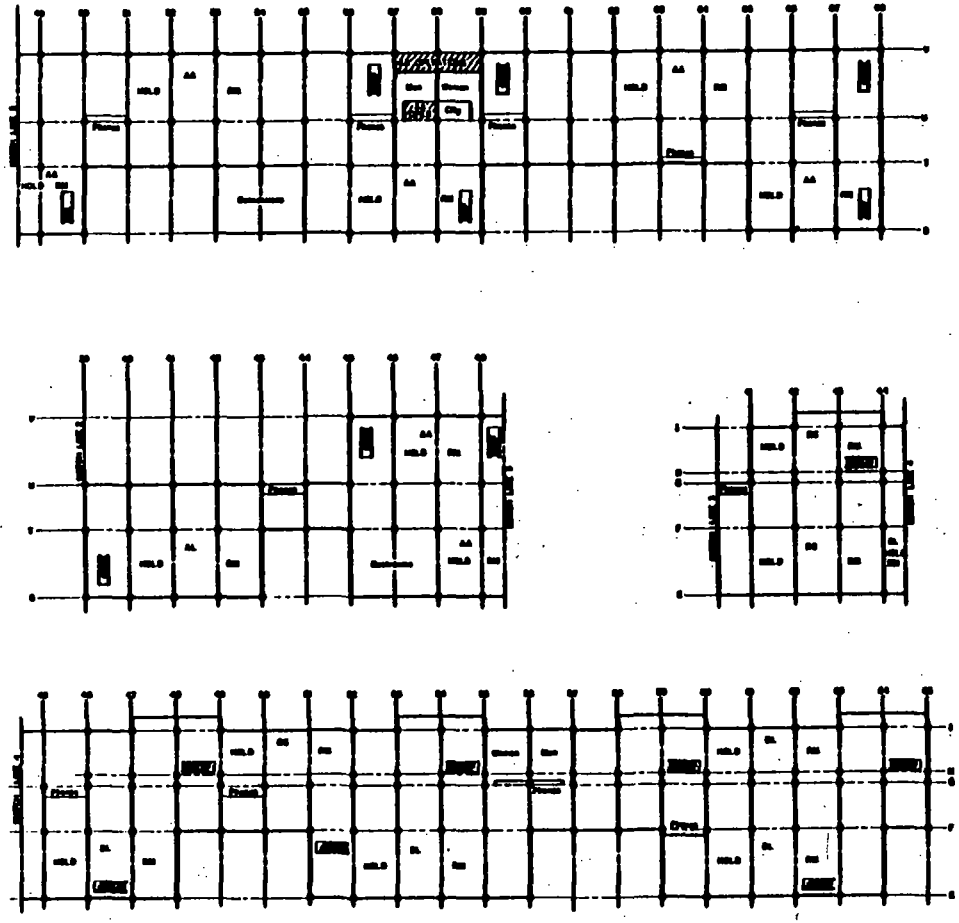
# AIRLINES OPERATIONS AREA
## (Second Floor Concourse H-K)



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CHICAGO O'HARE INTERNATIONAL AIRPORT
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LANDRUM & BROWN

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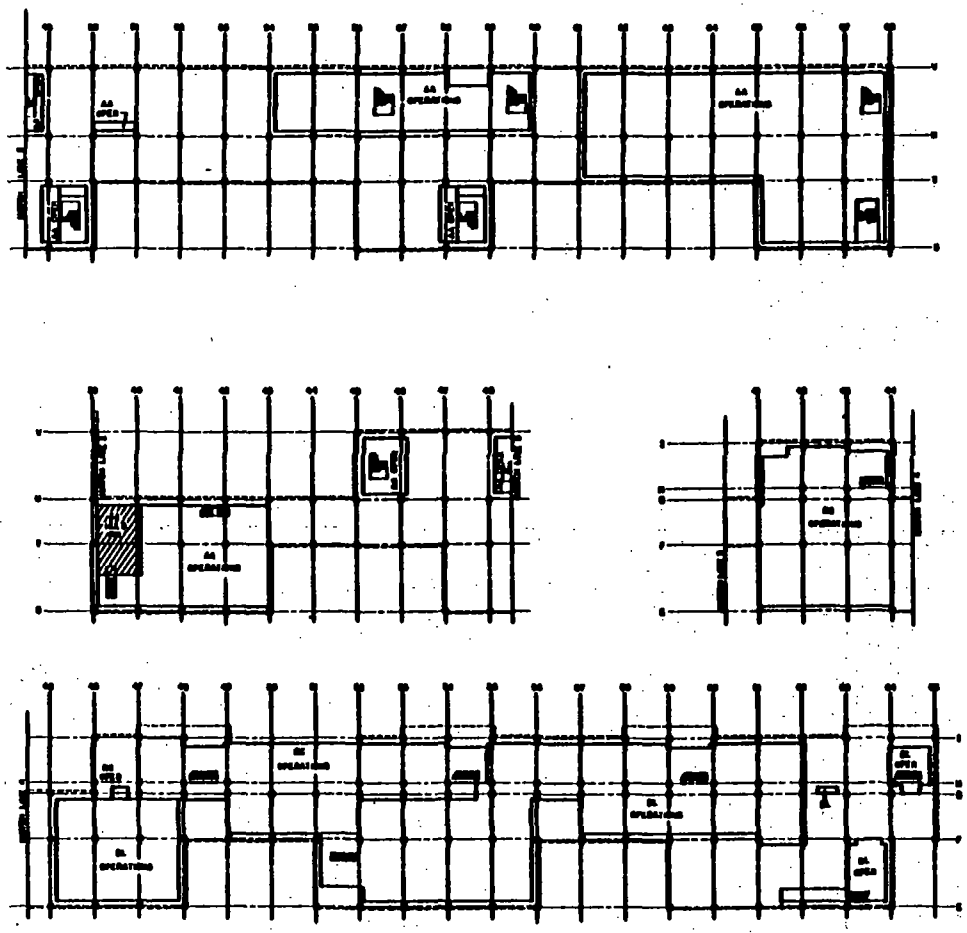
EXHIBIT J

# AIRLINES HOLD AREA
**(First Floor Concourse H-K)**



DRAWING 8 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

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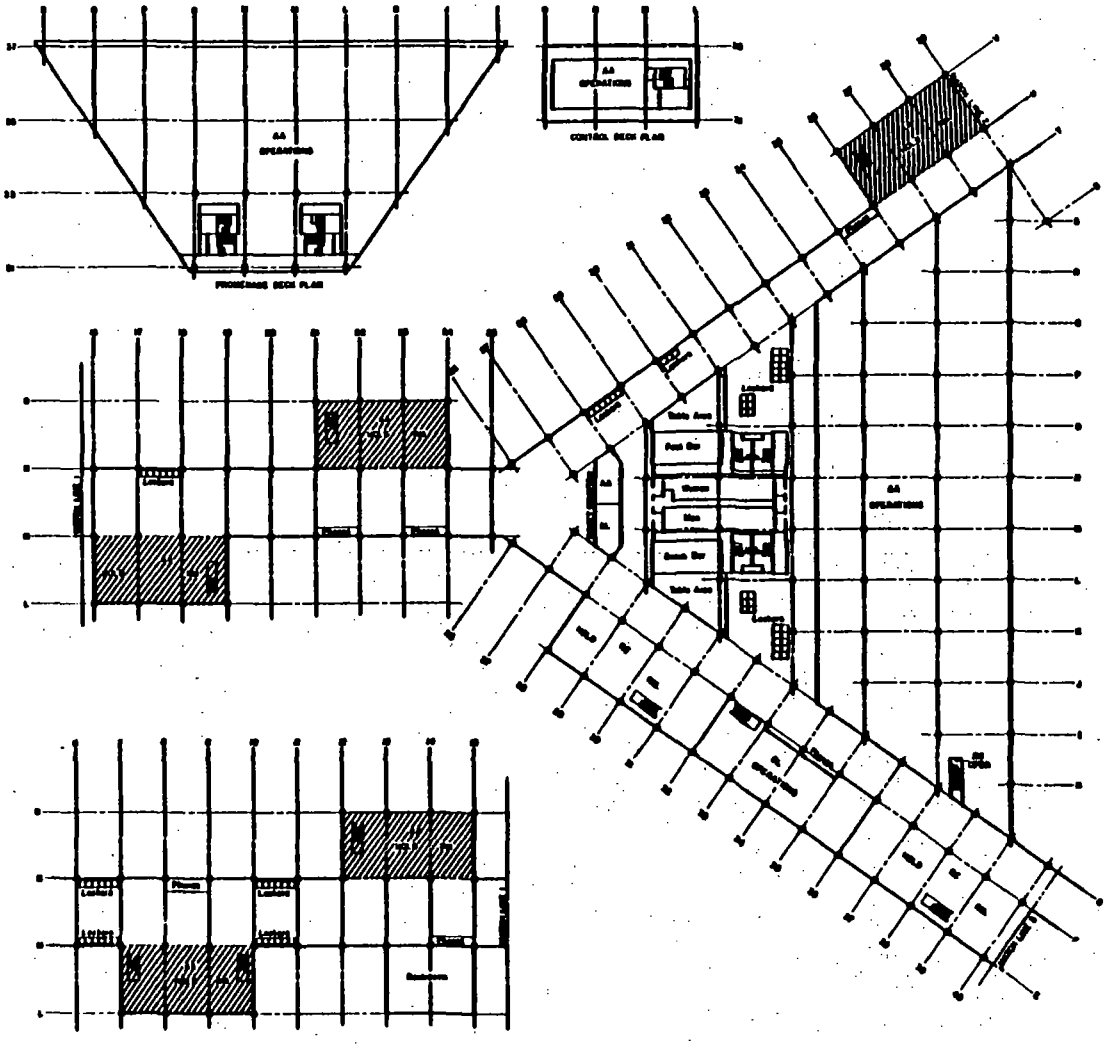
# AIRLINES HOLD AREA
## (Second Floor Concourse H-K)



DRAWING a 2 of 3

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O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

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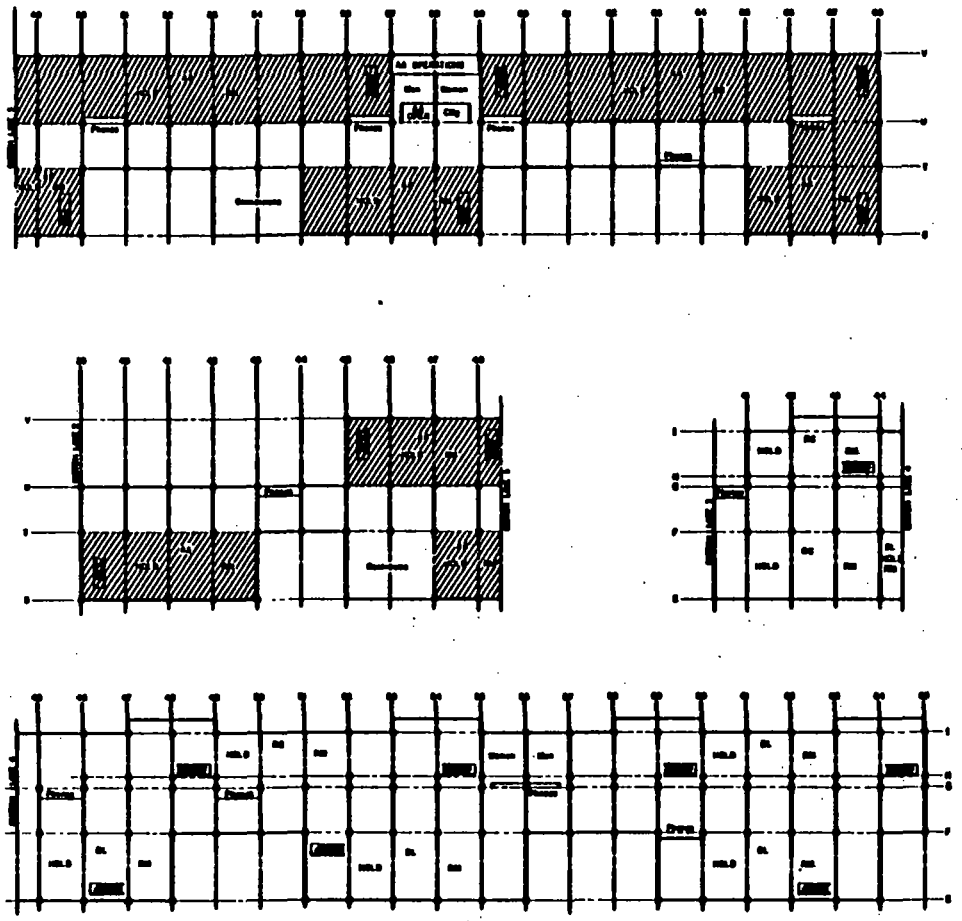
# AIRLINES HOLD AREA
**(Second Floor Concourse H-K)**



DRAWING 9 9 of 9

CHICAGO O'HARE INTERNATIONAL AIRPORT
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LANDRUM & BROWN

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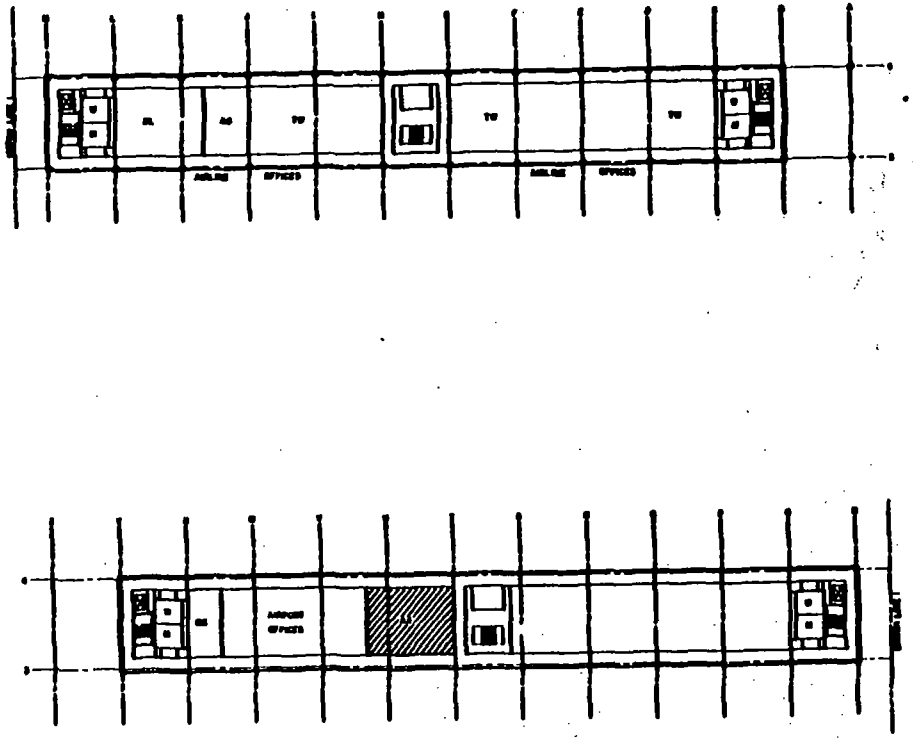
EXHIBIT J

# AIRLINES MEZZANINE AREA

**(Mezzanine Floor Terminal 3)**



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CHICAGO O'HARE INTERNATIONAL AIRPORT

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LANDRUM & BROWN Aviation Consultant

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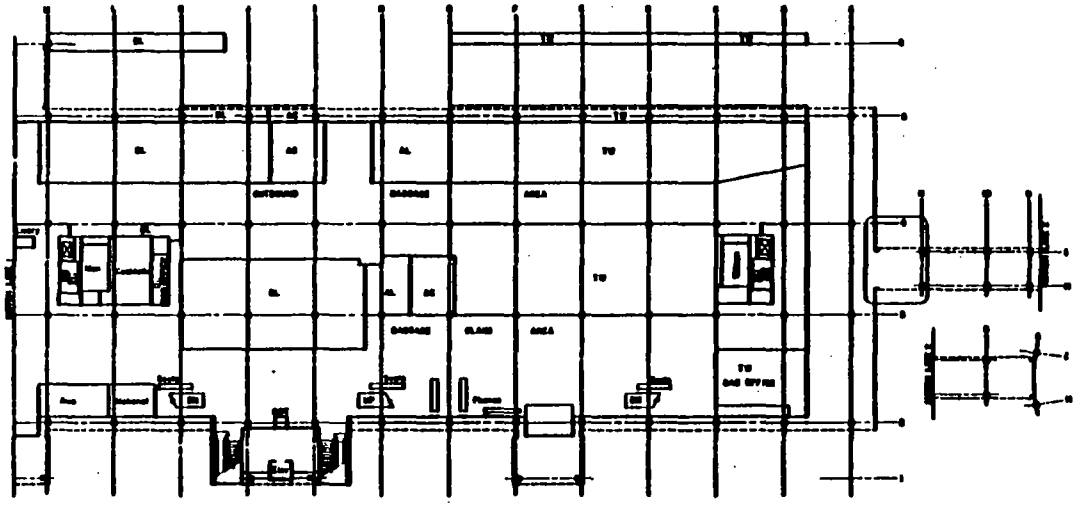
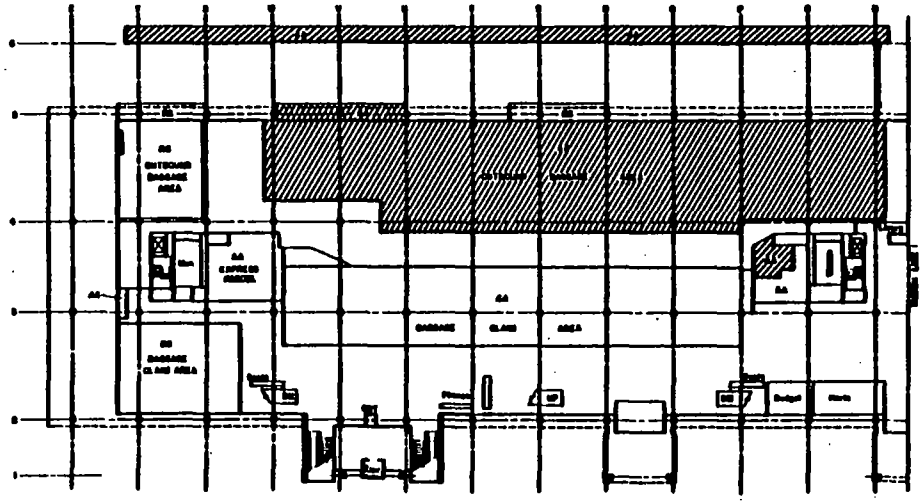
EXHIBIT J





# 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 B. Butler Commissioner of Public Works

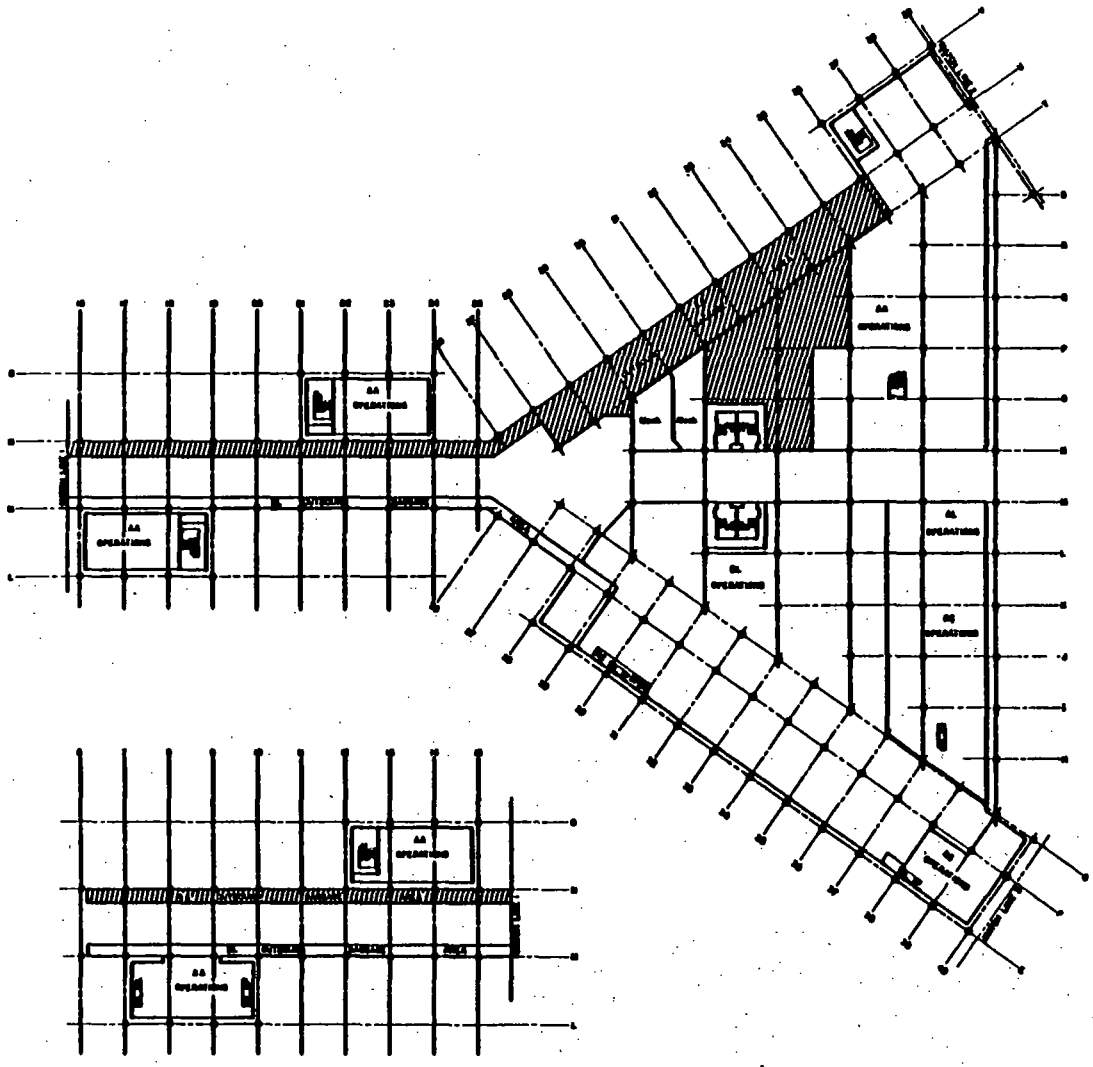
O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

**AMERICAN AIRLINES EXCLUSIVE USE PREMISES**

EXHIBIT J

# AIRLINES OUTBOUND BAGGAGE AREA

**(First Floor Concourse H-K)**



DRAWING 6 6 of 8

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kopsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

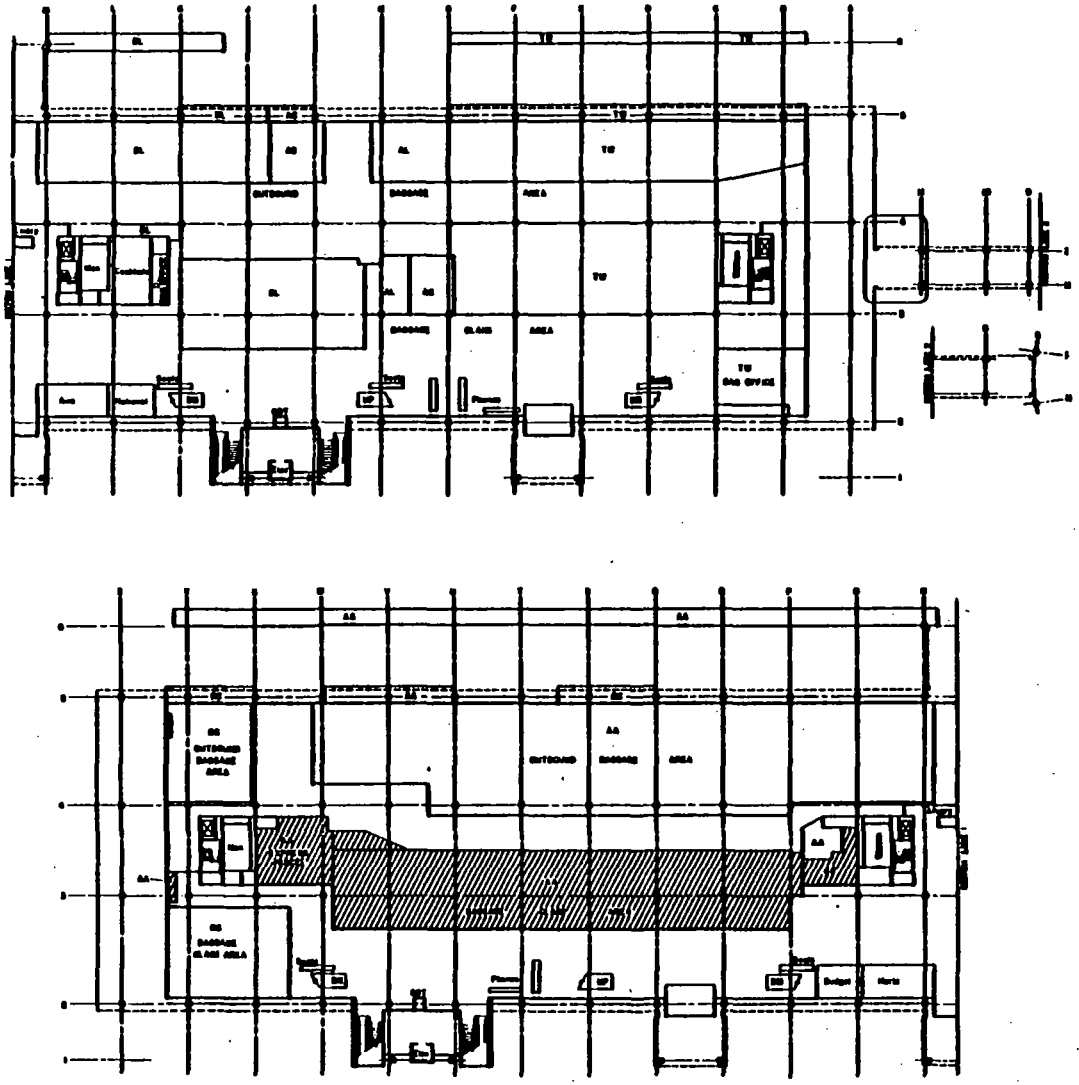
O'HARE ASSOCIATES Operating Consultant LANDRUM & BROWN Facilities Consultant

**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 Operating Consultant LANDRUM & BROWN Aviation Consultant

**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 ndertaking to expend the amounts and to provide the improvement as described in this subparagraph.

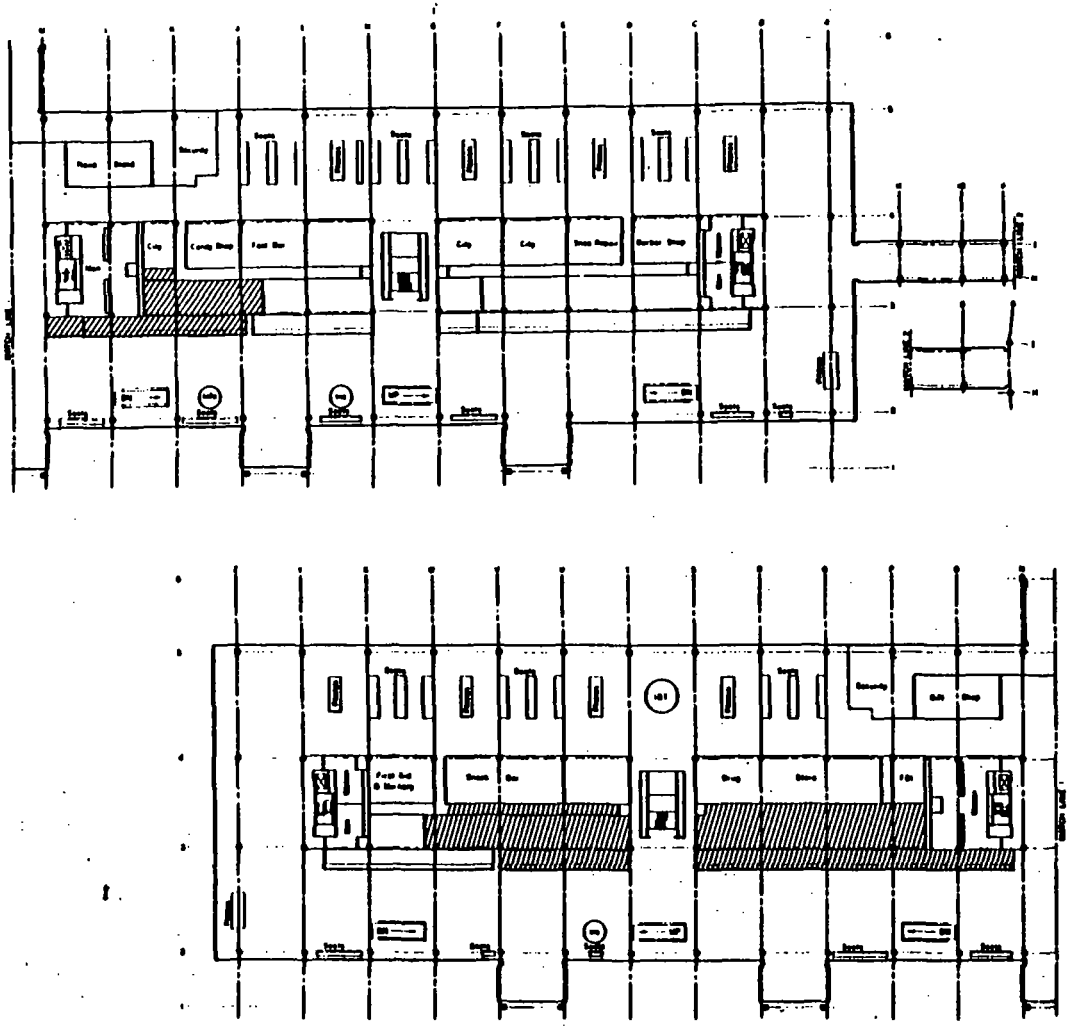
(e) City and Airline agree that irline may elect to fund the cost of all or any part of (i) de igning, constructing and equipping terminal facilities in the " nerican Expansion/Improvement Areas" as described n subparagraph (c) above and (ii) the designing, constructing and equiping of the tenant improvements and equipment describe in subparagraph (d) above, through the issuance by the City of Special Facility Revenue Bonds for which Airline has the un onditional obligation to make debt service payments. Upon request of Airline, City agrees to issue such bonds i an amount sufficient to cover the costs thereof and nter into with Airline a Special Facility Financing Arran ement, having provisions identical or substantially simi ar to those provisions in the Special Facility Use Agr ement dated as of August 1, 1982 between City and Delta Air ines, Inc., governing (i) the City's obligation to iss e bonds, and Airline's right to approve such bonds, (ii the design and construction supervision by Airline, inclu ing "fast-track" construction procedures, (iii) the reimbur ement to Airline for cost of "Common Improvements", as defined herein, (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 wh ch this Exhibit J-1 is attached.

(f) City retains the right and o tion to require American to sublease to Republic Airlines, Inc. ("Republic") the area shown in cross-hatch on Drawing N s. 4 and 5 of this Exhibit J-1 and the Aircraft Parking Area ljacent thereto. In the event that Airline elects to build a b ggage handling facility in the "American Expansion/Improv ent 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 hundr l twenty (120) days prior to the Date of Beneficial Occupancy f such baggage handling facility and shall be exercised b delivery of written notice to American setting forth the follo ng:

(i) The term of such sublease sha l commence on the first day of the month following o e 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 C ourse G;

(ii) The rental to be paid Americ n by Republic shall be that rental paid City by American f the premises so subleased. Republic shall also pay Am ican American's cost of maintaining and operating the p emises 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 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-1

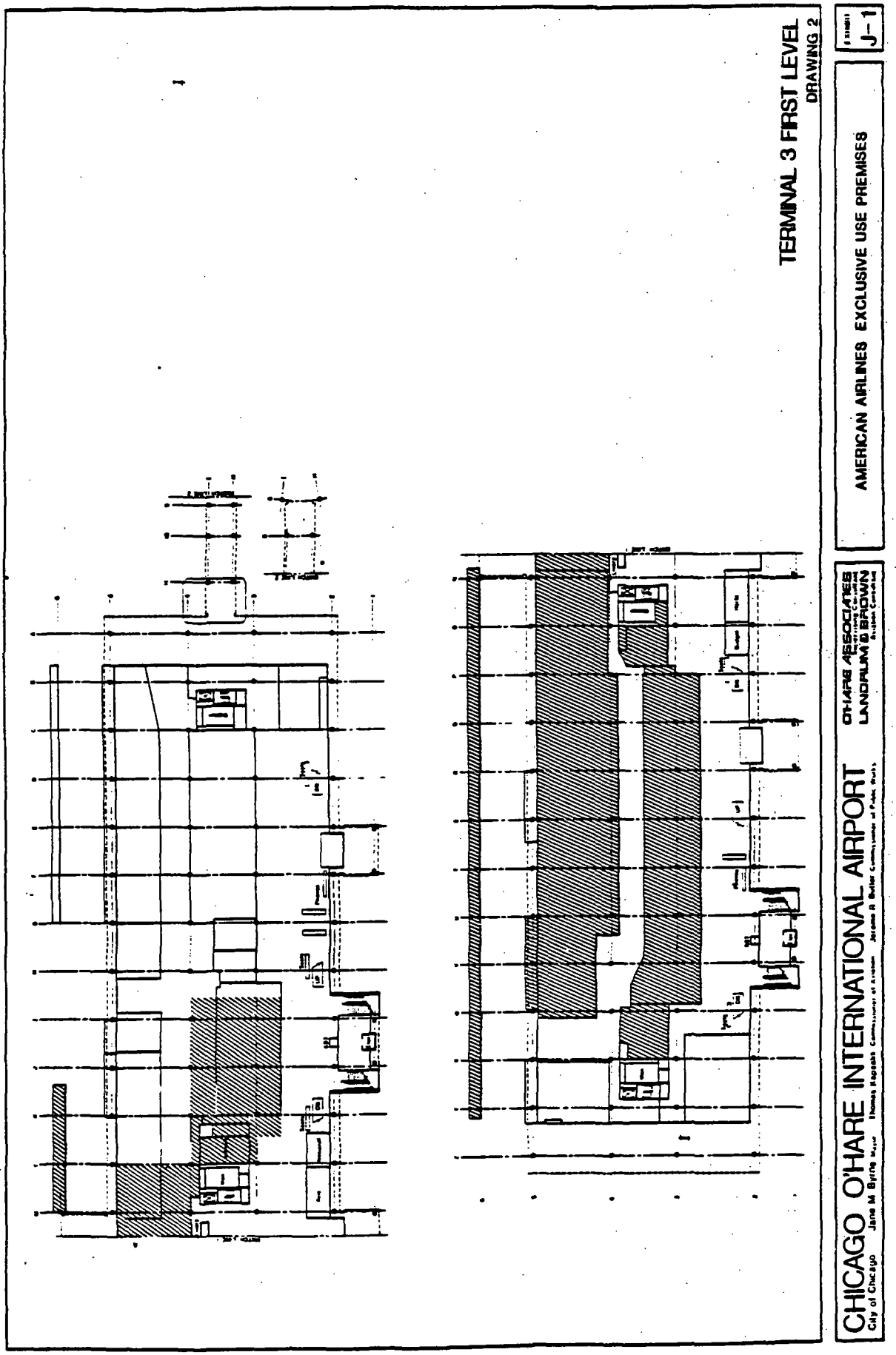

TERMINAL 3 FIRST LEVEL
DRAWING 2
J-1
AMERICAN AIRLINES EXCLUSIVE USE PREMISES
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN

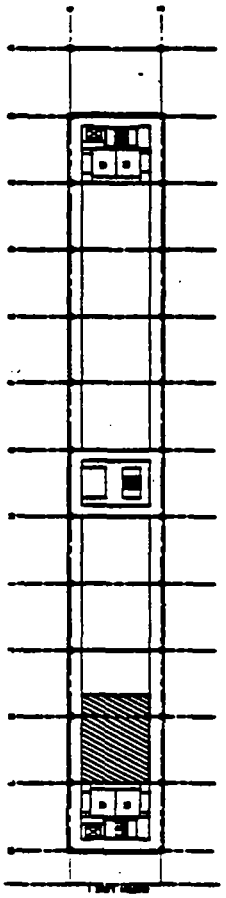
EXHIBIT J-1

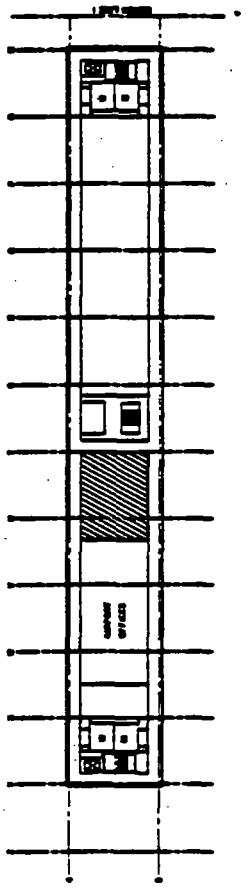
AMERICAN AIRLINES EXCLUSIVE USE PREMISES

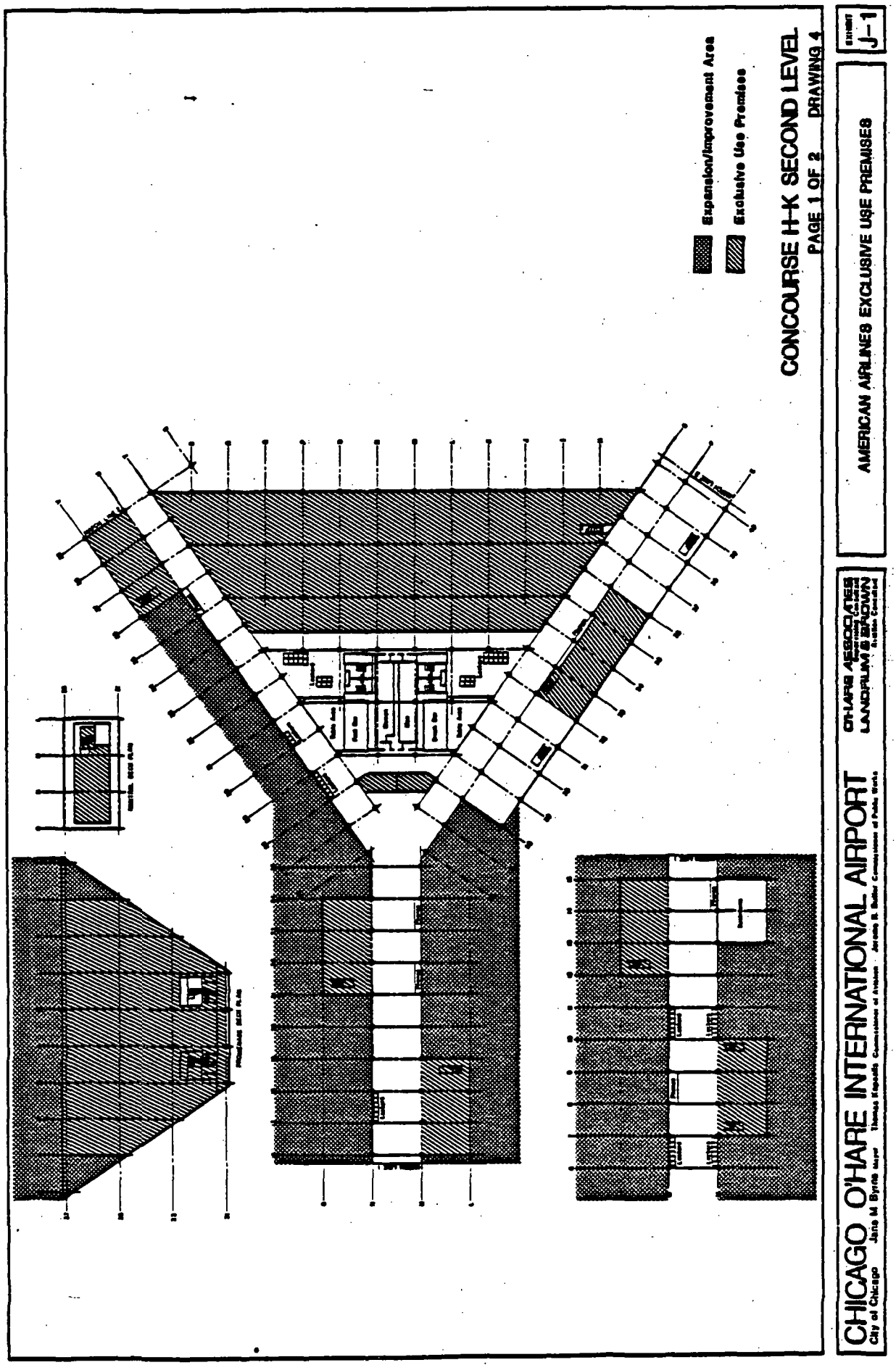
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Rafferty Commissioner of Aviation Jerome A. Butler Commissioner of Public Works

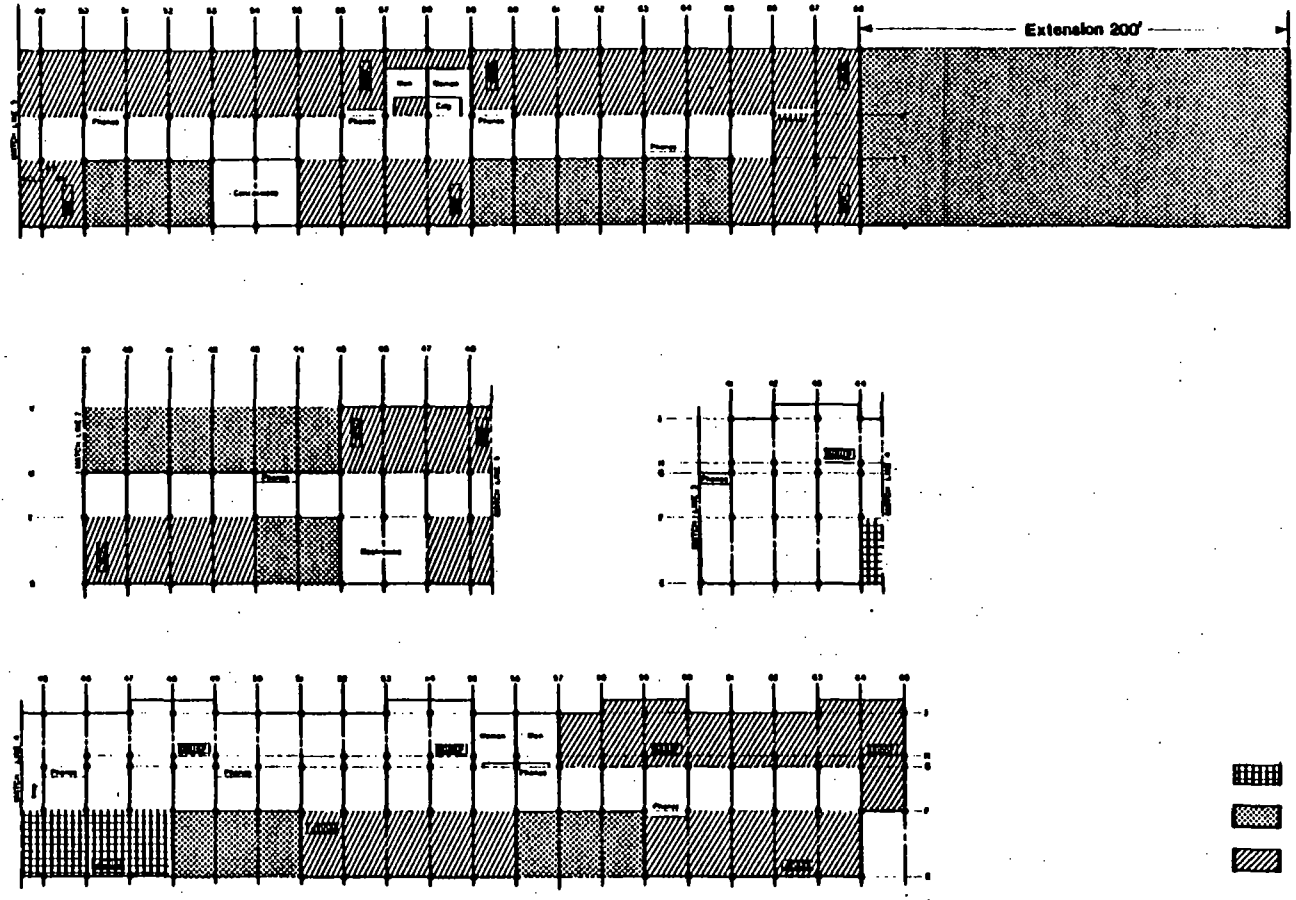
O'HARE ASSOCIATES
LANDRUM & BROWN

TERMINAL 3 MEZZANINE
DRAWING 3






CONCOURSE H-K SECOND LEVEL
PAGE 1 OF 2 DRAWING 4
Expansion/Improvement Area
Exclusive Use Premises
AMERICAN AIRLINES EXCLUSIVE USE PREMISES
Exhibit J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN




## CONCOURSE H-K SECOND LEVEL

PAGE 2 OF 2 DRAWING 4

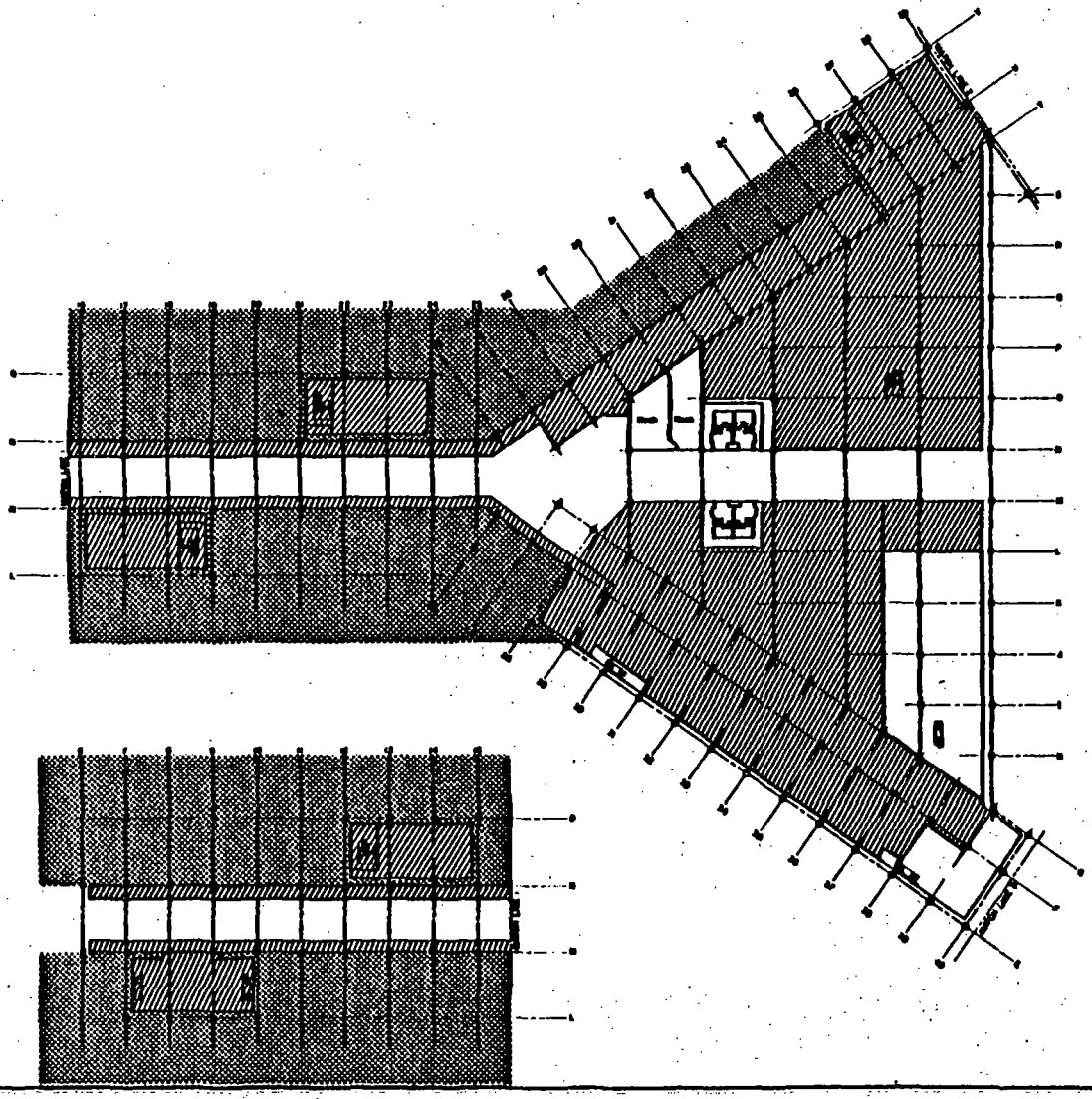
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kopsalis 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

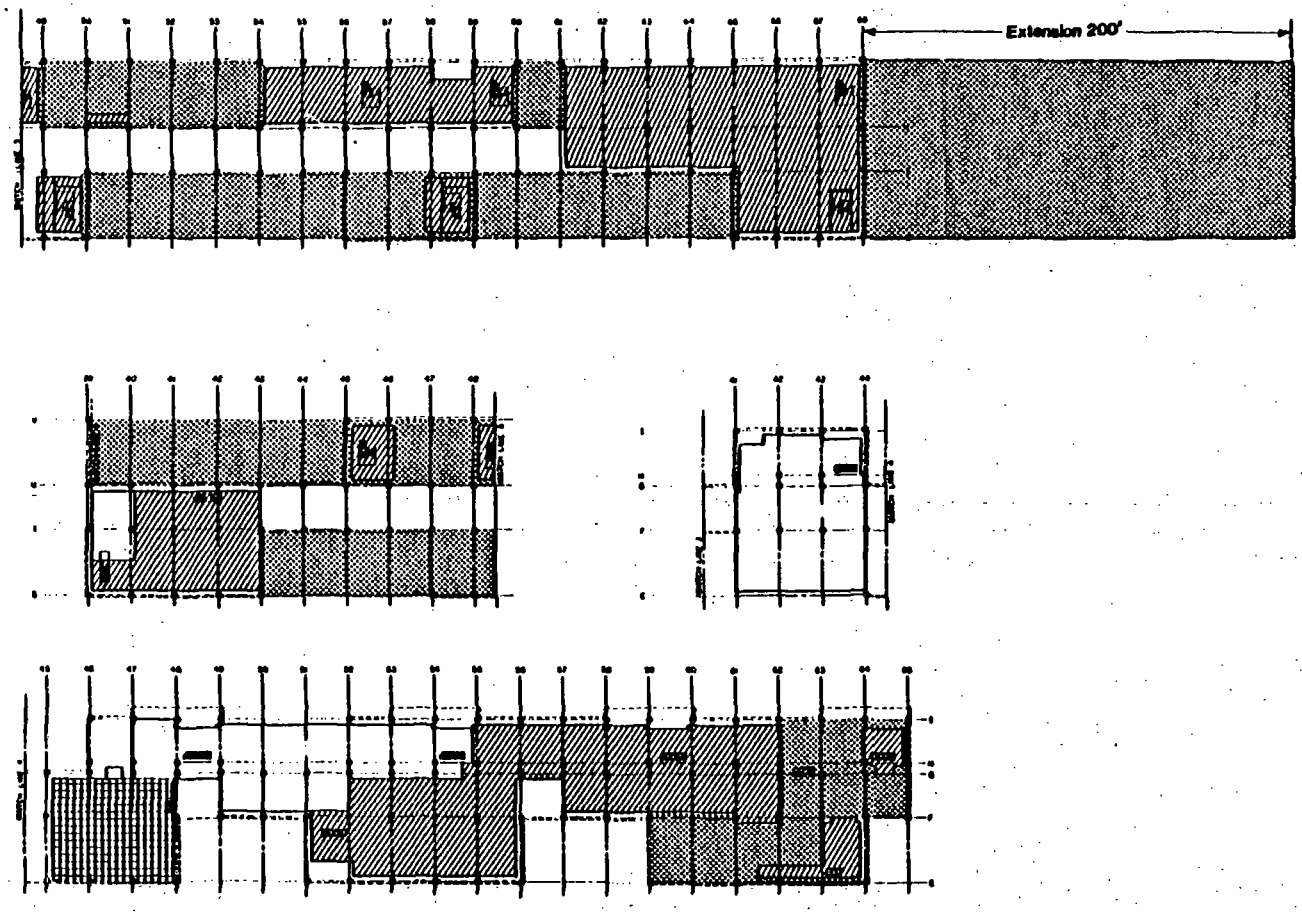
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome B. Butler Commissioner of Public Works

O'HARE ASSOCIATES Planning Consultant
LANDRUM & BROWN Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1




## CONCOURSE H-K FIRST LEVEL

PAGE 2 OF 2 DRAWING 5

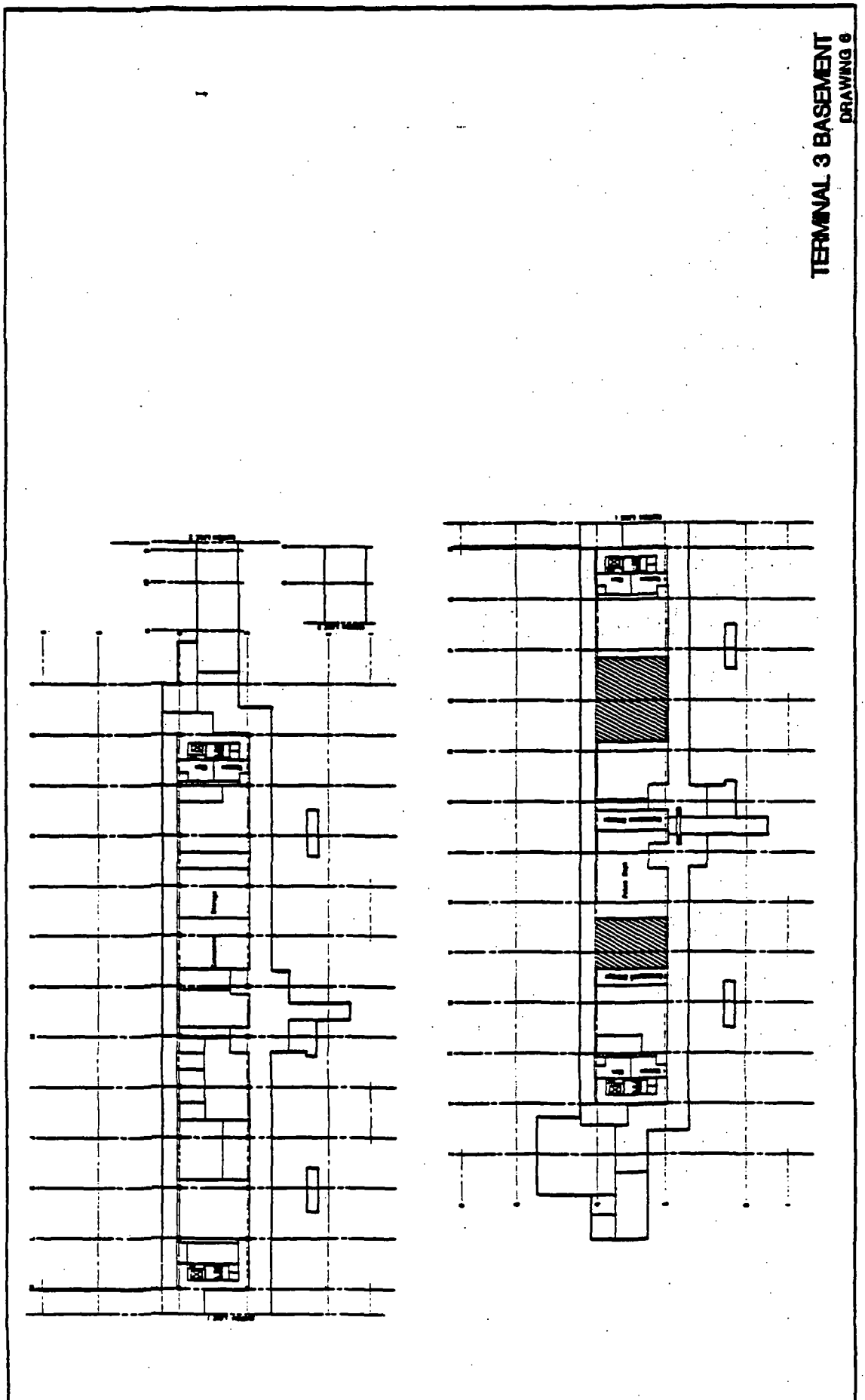
CHICAGO O'HARE INTERNATIONAL AIRPORT

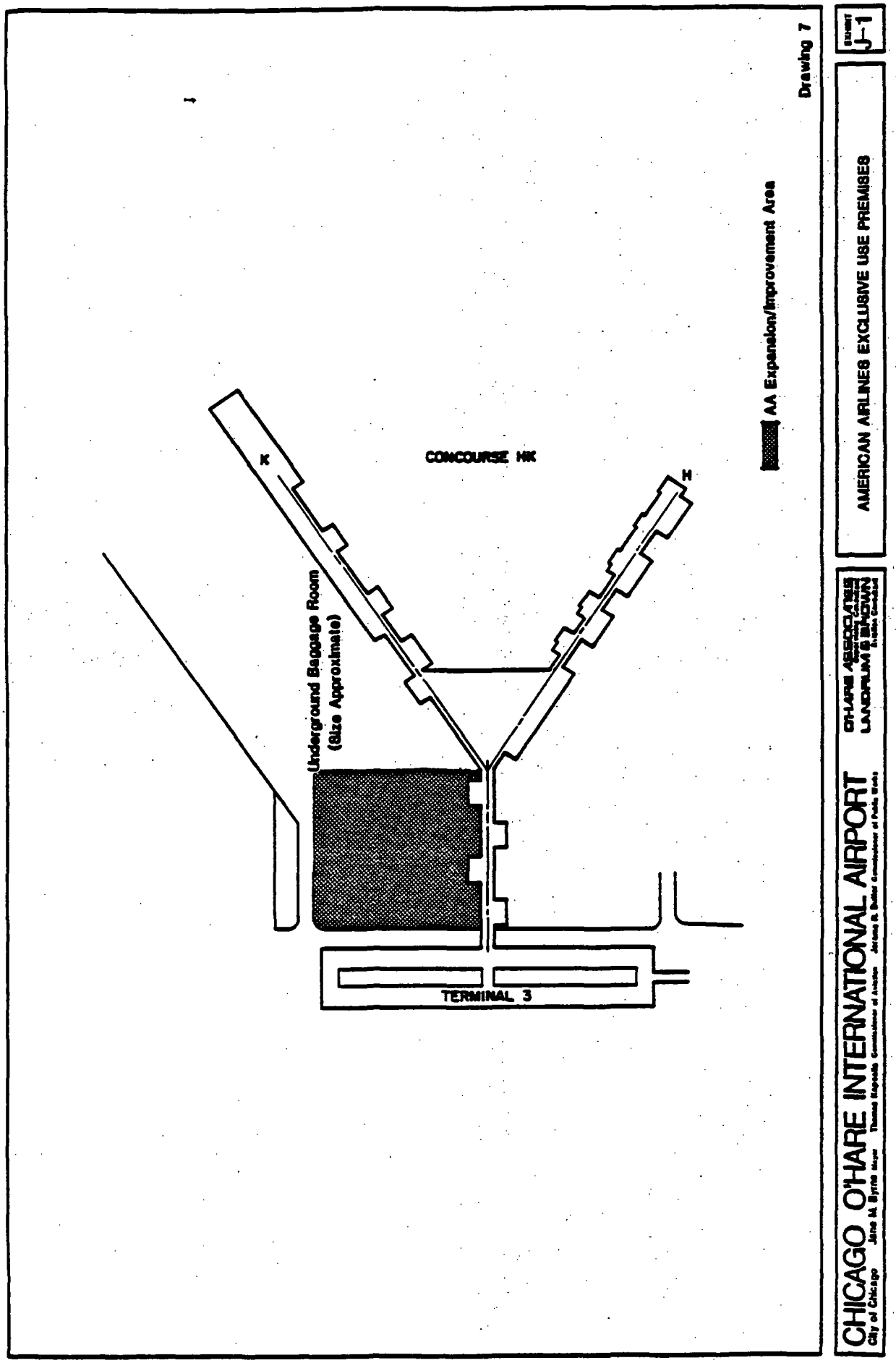
City of Chicago · Jane M Byrne Mayor · Thomas Rapasas Commissioner of Aviation · Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1


TERMINAL 3 BASEMENT
DRAWING 6
EXHIBIT J-1
AMERICAN AIRLINES EXCLUSIVE USE PREMISES
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
OHARE ASSOCIATES
LANDRUM & BROWN


Drawing 7
AA Expansion/Improvement Area
CONCOURSE HK
K
H
Underground Baggage Room
(Size Approximate)
TERMINAL 3
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
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.

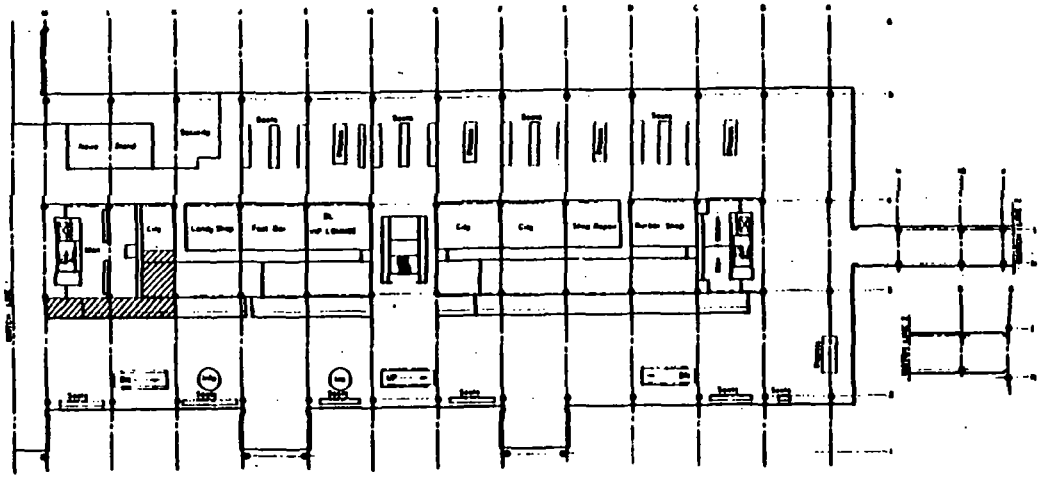
(b) City and Airline agree that the exact configuartion of the Exclusive Use Premises are subject to changes and refinements prior to Airline's Date of Beneficial Occupancy with regard thereto, which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made and all necessary construction drawings are completed, appropriate amendment shall be made to this Exhibit J-2.

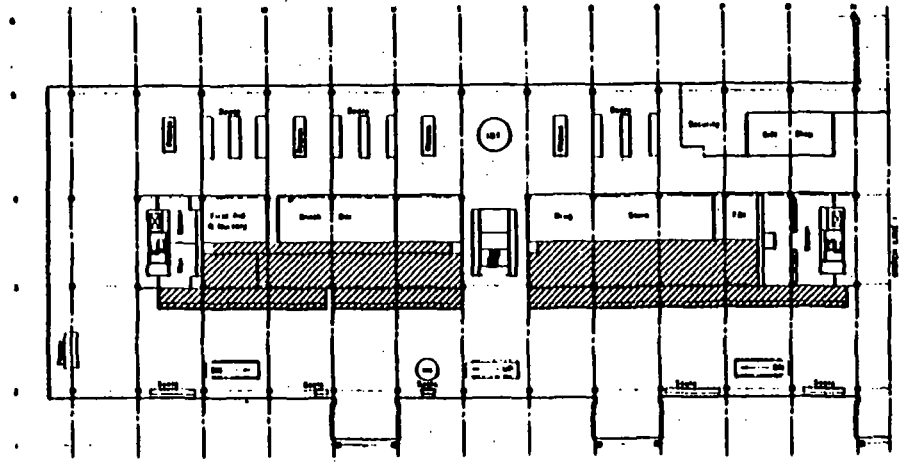
(c) City and Airline agree that the "American Expansion/Improvement Areas" as shown on Drawing Nos. 4, 5 and 7 shall be available for the exclusive use of Airline during the term of this Agreement. In the event that Airline shall exercise its option to utilize these areas for construction, enclosing 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

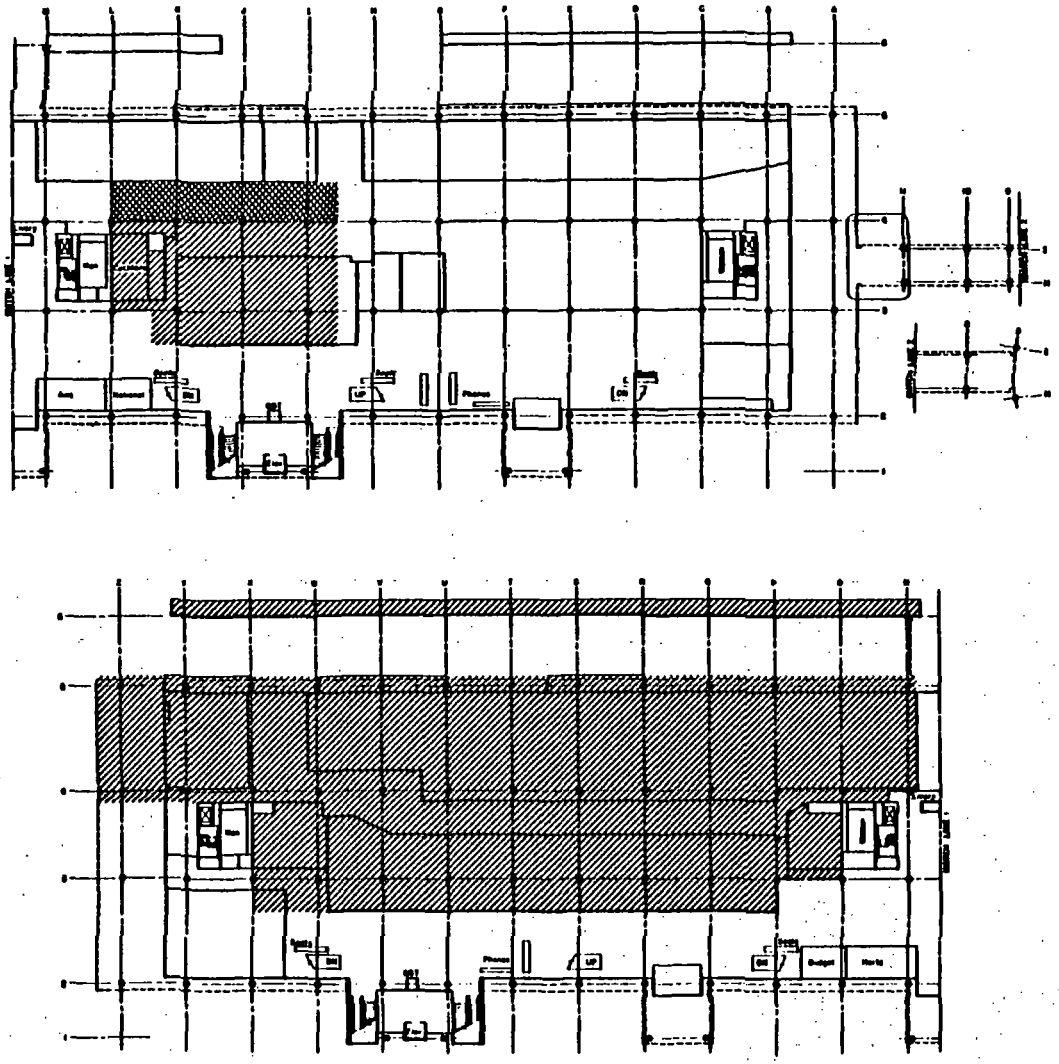
CHICAGO O'HARE INTERNATIONAL AIRPORT

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




**TERMINAL 3 FIRST LEVEL**

DRAWING 2

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M Byrne Mayor Thomas Kappel Commissioner of Aviation Jerome A Butler Commissioner of Public Works

O'HARE ASSOCIATES Engineering Consultant
LANDRUM & BROWN Aviation Consultant

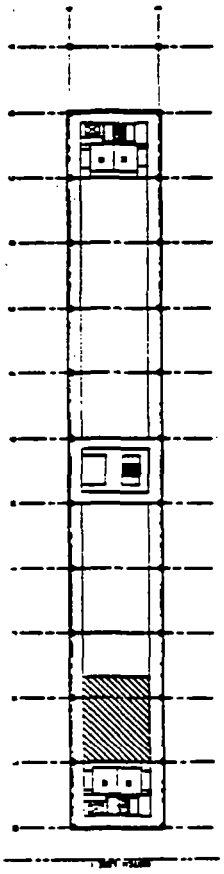
AMERICAN AIRLINES EXCLUSIVE USE PREMISES

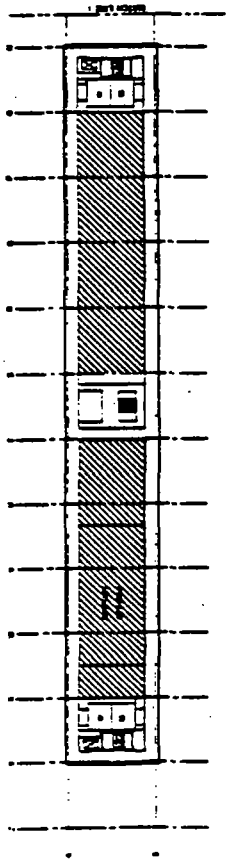
EXHIBIT J-2

TERMINAL 3 MEZZANINE
DRAWING 3

Exhibit J-2

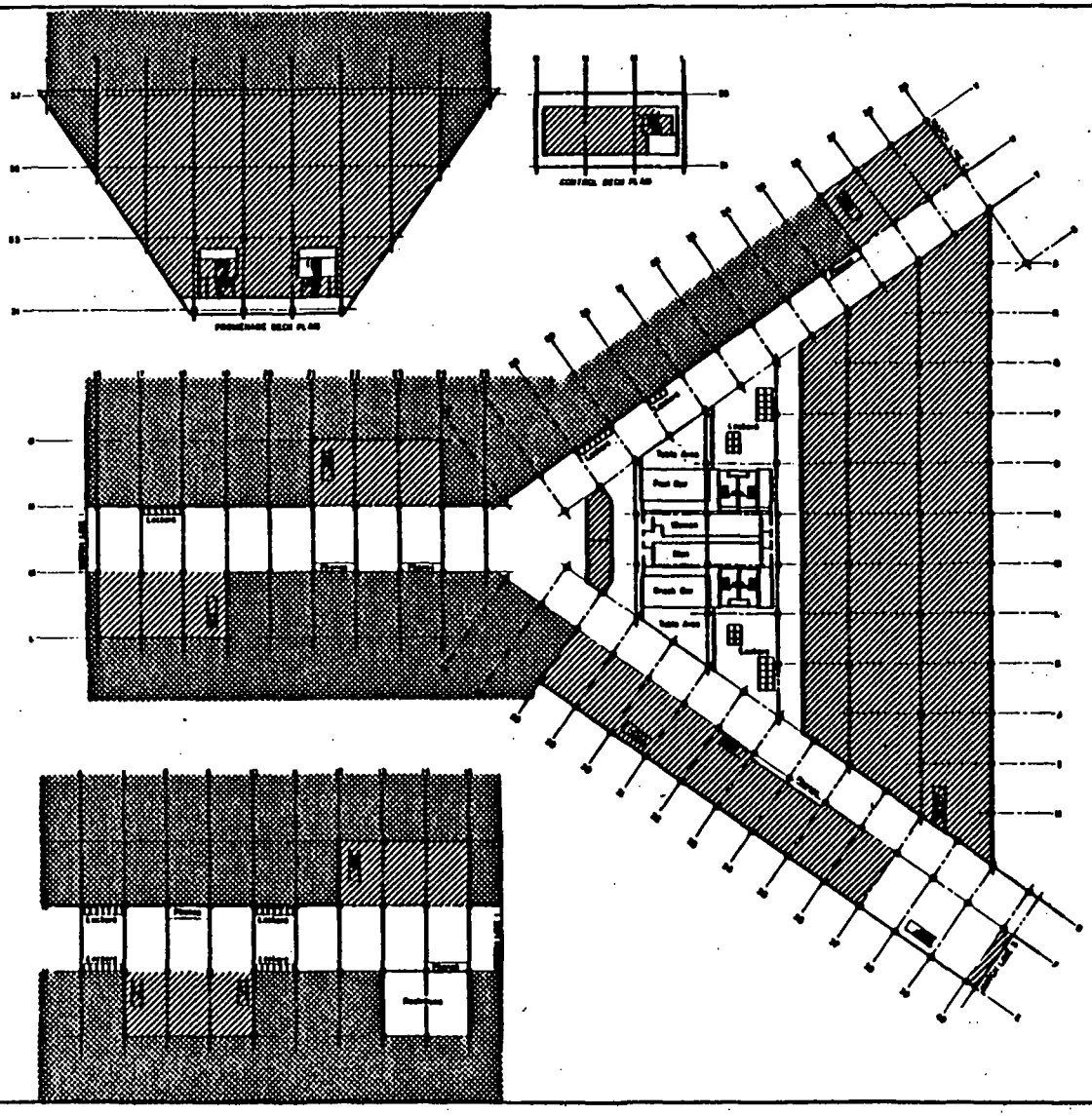
AMERICAN AIRLINES EXCLUSIVE USE PREMISES





CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M Byrne Mayor Thomas Ragsdale Commissioner of Aviation Jerome A Butler Commissioner of Public Works

O'HARE ASSOCIATES
SKIDMORE OWINGS & MERRILL
LANDRUM & BROWN




## CONCOURSE H-K SECOND LEVEL

PAGE 1 OF 2 DRAWING 4

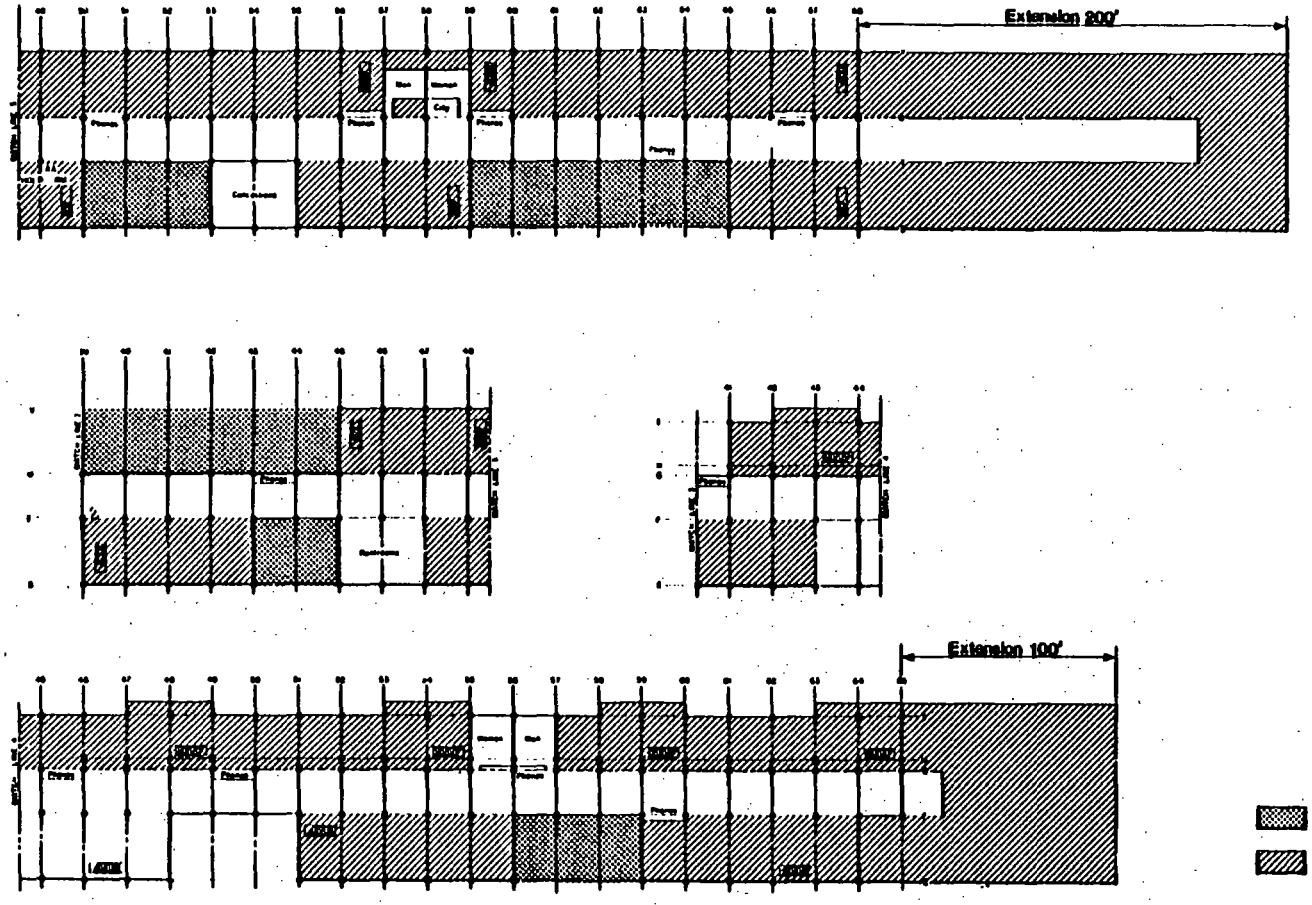
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapostis 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 2 OF 2 DRAWING 4

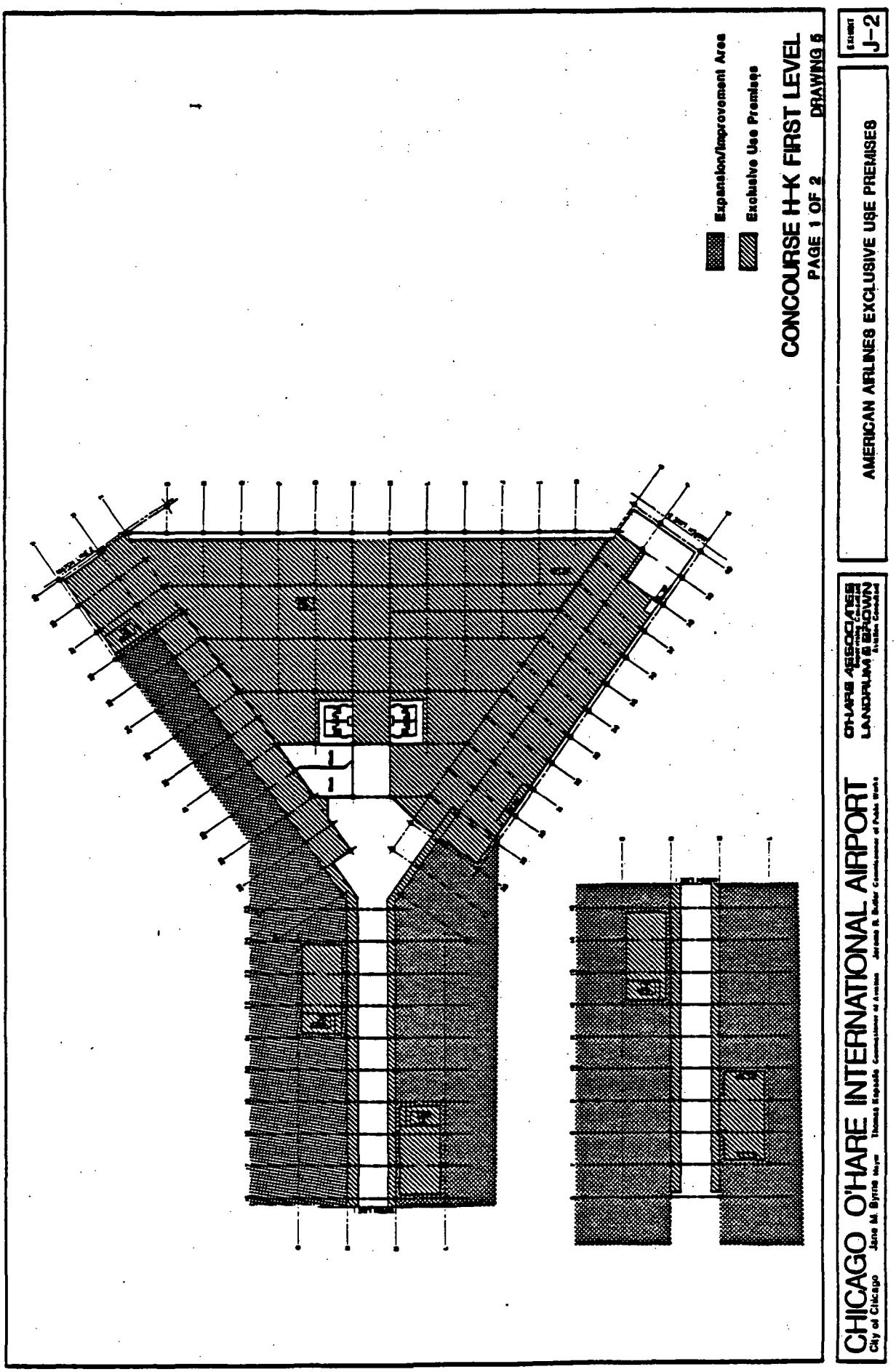
CHICAGO O'HARE INTERNATIONAL AIRPORT

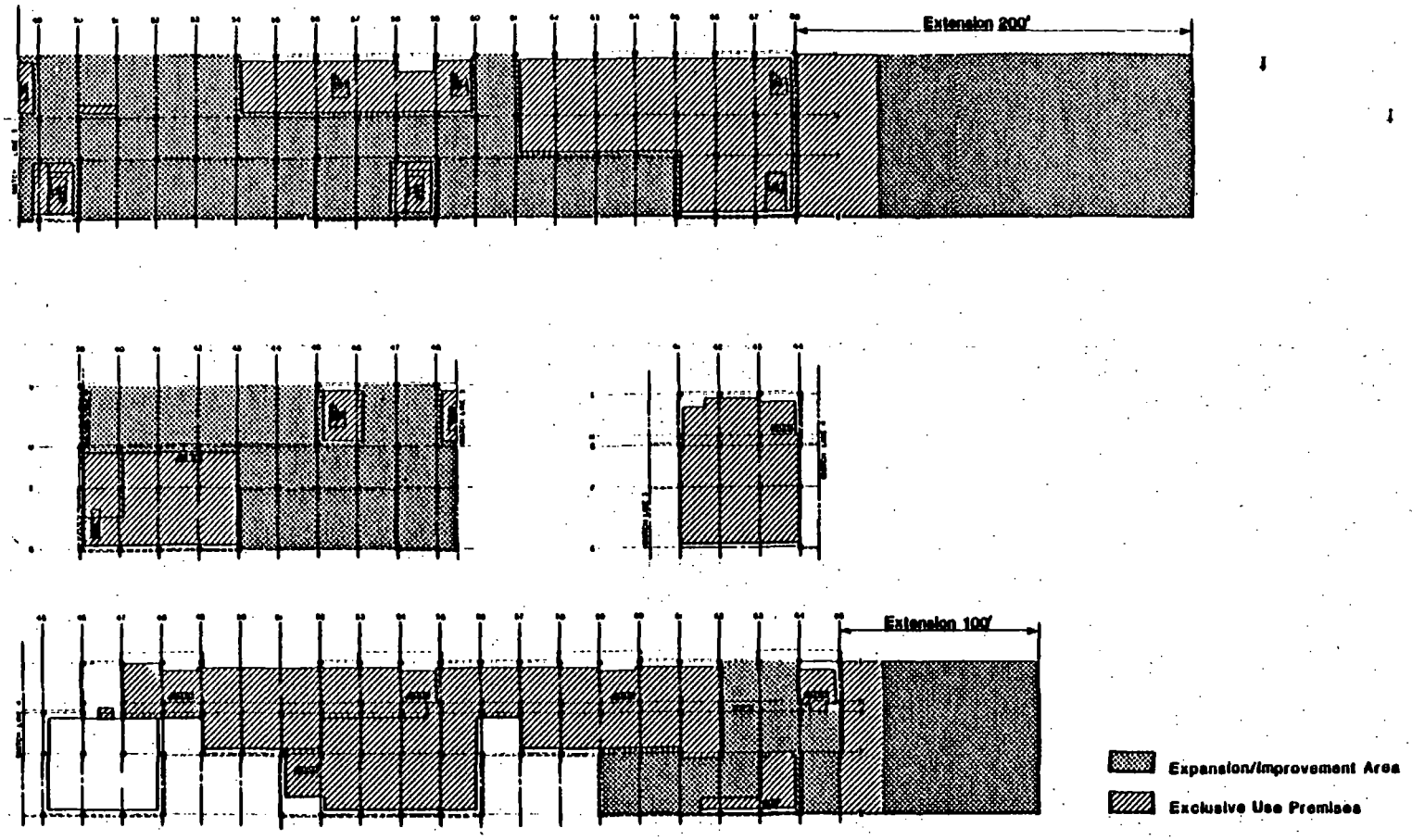
City of Chicago Jane M Byrne Mayor Thomas Rapacka Commissioner of Aviation Jerome A Butler Commissioner of Public Works

O'HARE ASSOCIATES Engineering Consultant
LANDRUM & BROWN Aviation Consultant

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2


CONCOURSE H-K FIRST LEVEL
PAGE 1 OF 2 DRAWING 6
Expansion/Improvement Area
Exclusive Use Premises
AMERICAN AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J-2
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN




## CONCOURSE H-K LOWER FIRST LEVEL

PAGE 2 OF 2 DRAWING 6

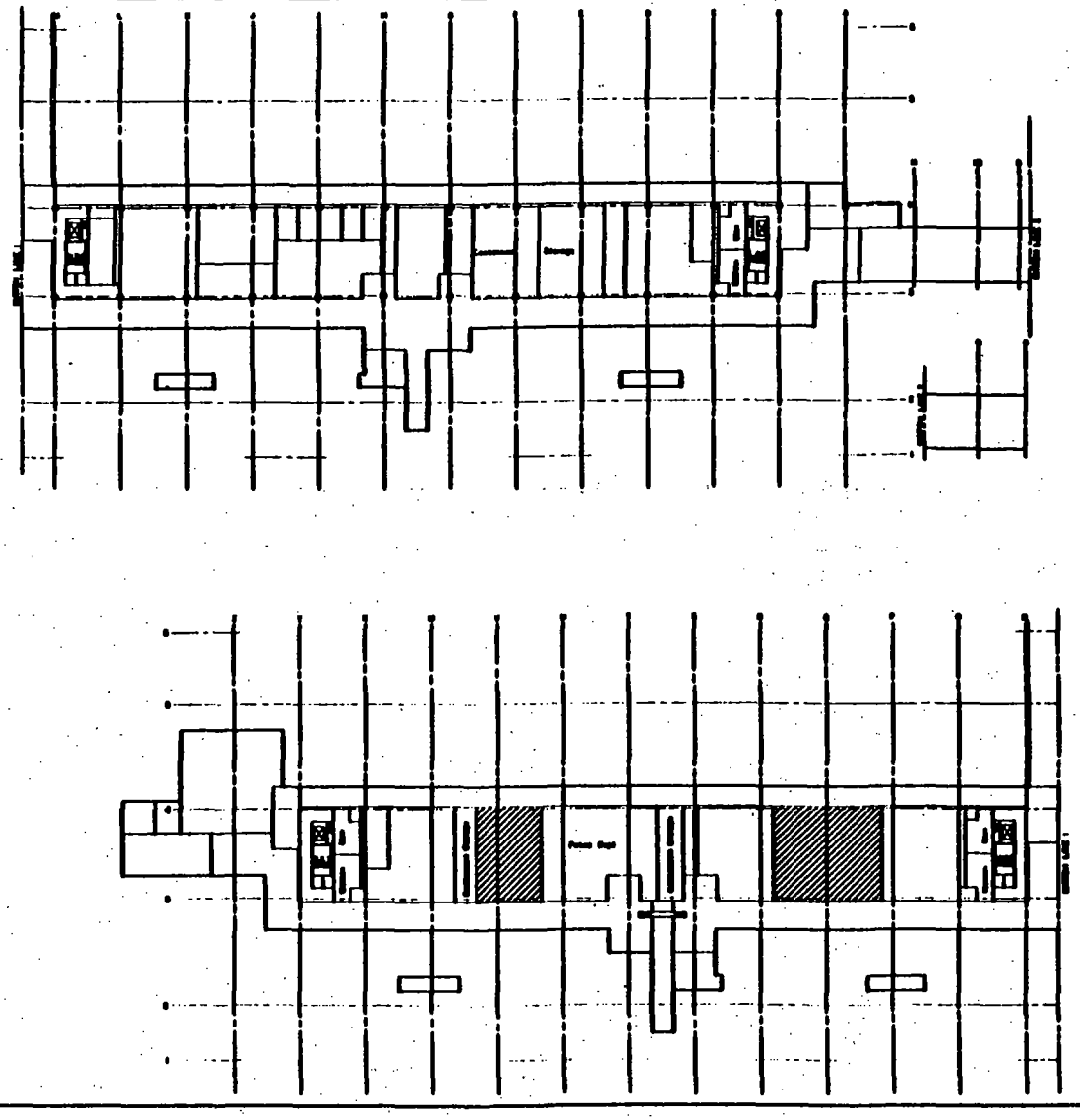
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome A Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

Exhibit J-2



TERMINAL 3 BASEMENT

DRAWING 6

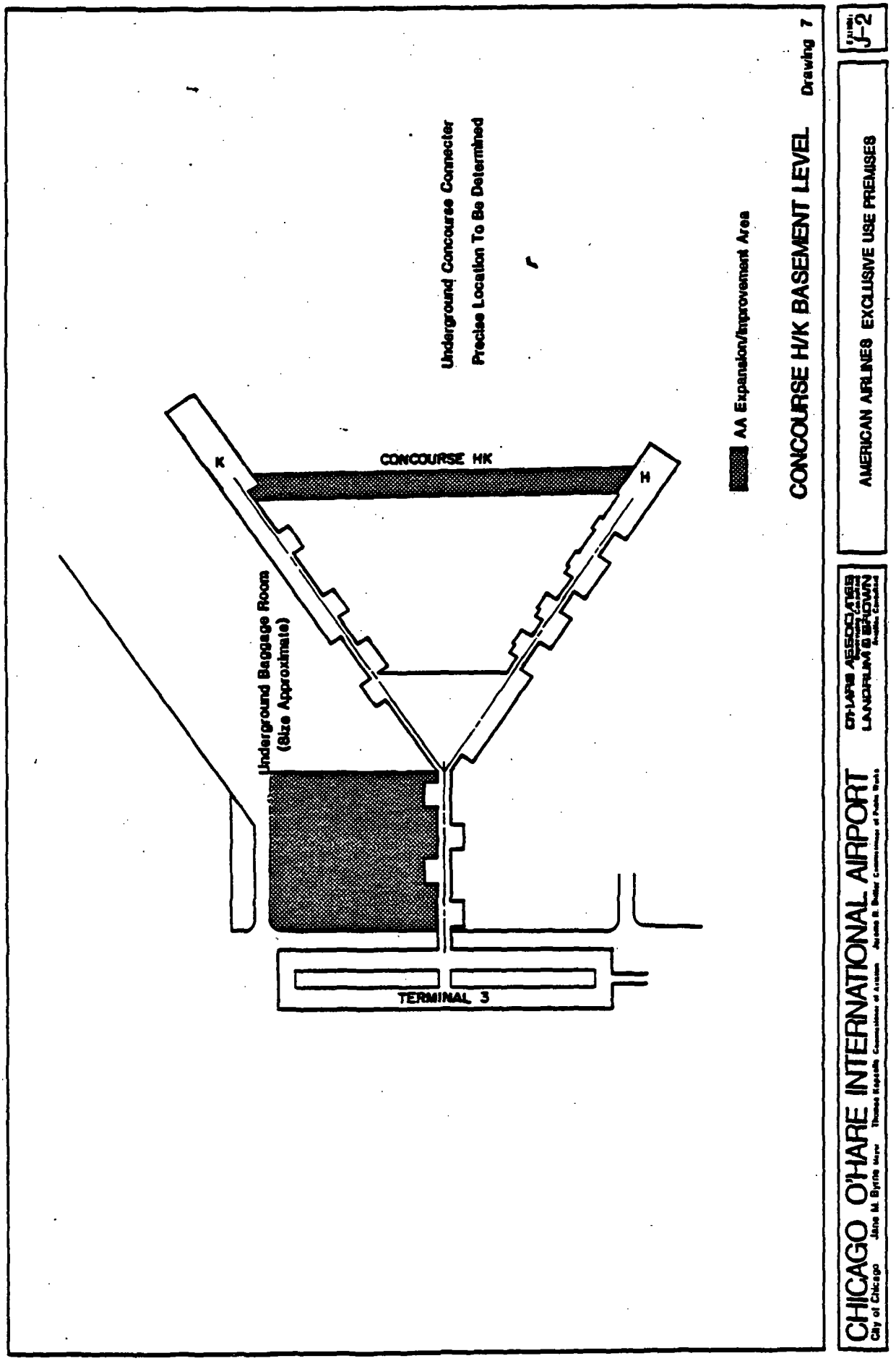
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Engineering Consultants
LANDRUM & BROWN Aviation Consultant

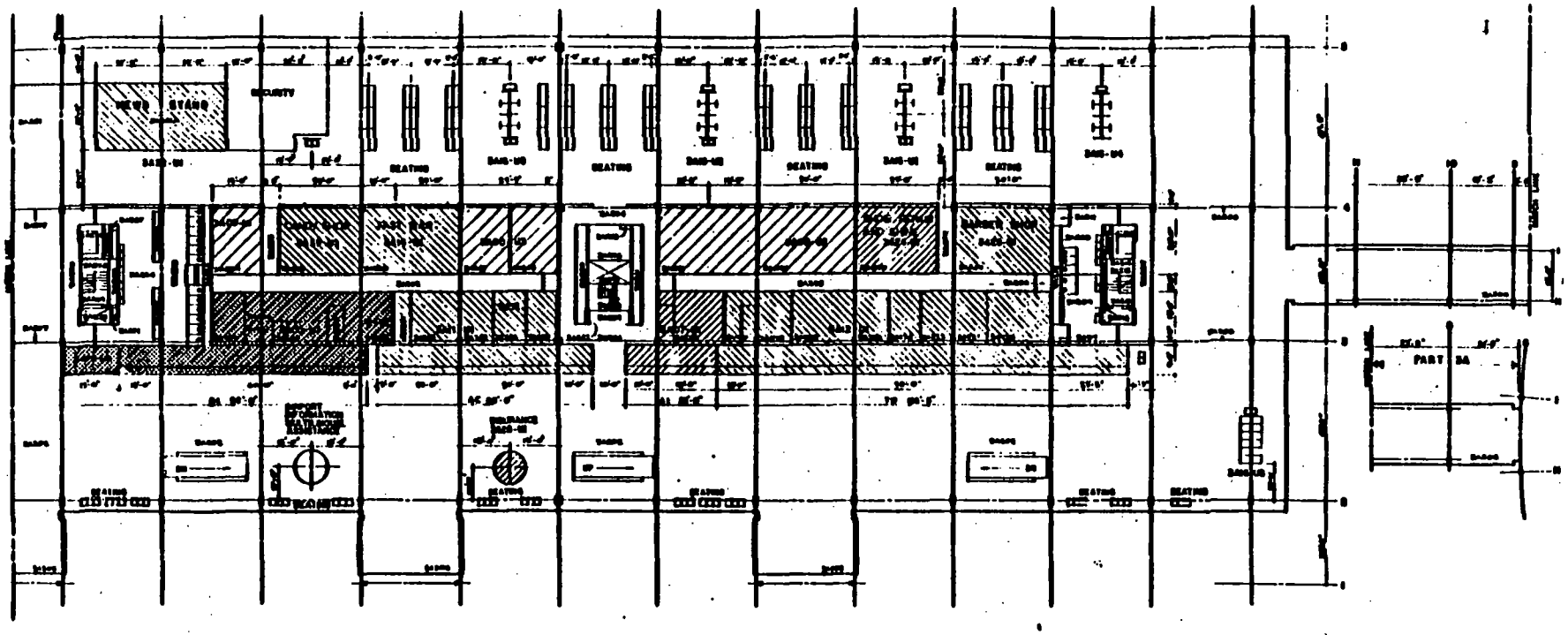
AMERICAN AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2


CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
CH2M HILL ASSOCIATES
LANDRUM & BROWN
AMERICAN AIRLINES EXCLUSIVE USE PREMISES
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

Journal pages 16054-16072 are a part of the agreement with Delta Airlines, Inc. only

DELTA AIRLINES
EXCLUSIVE USE PREMISES



# AIRLINES TICKET AREA

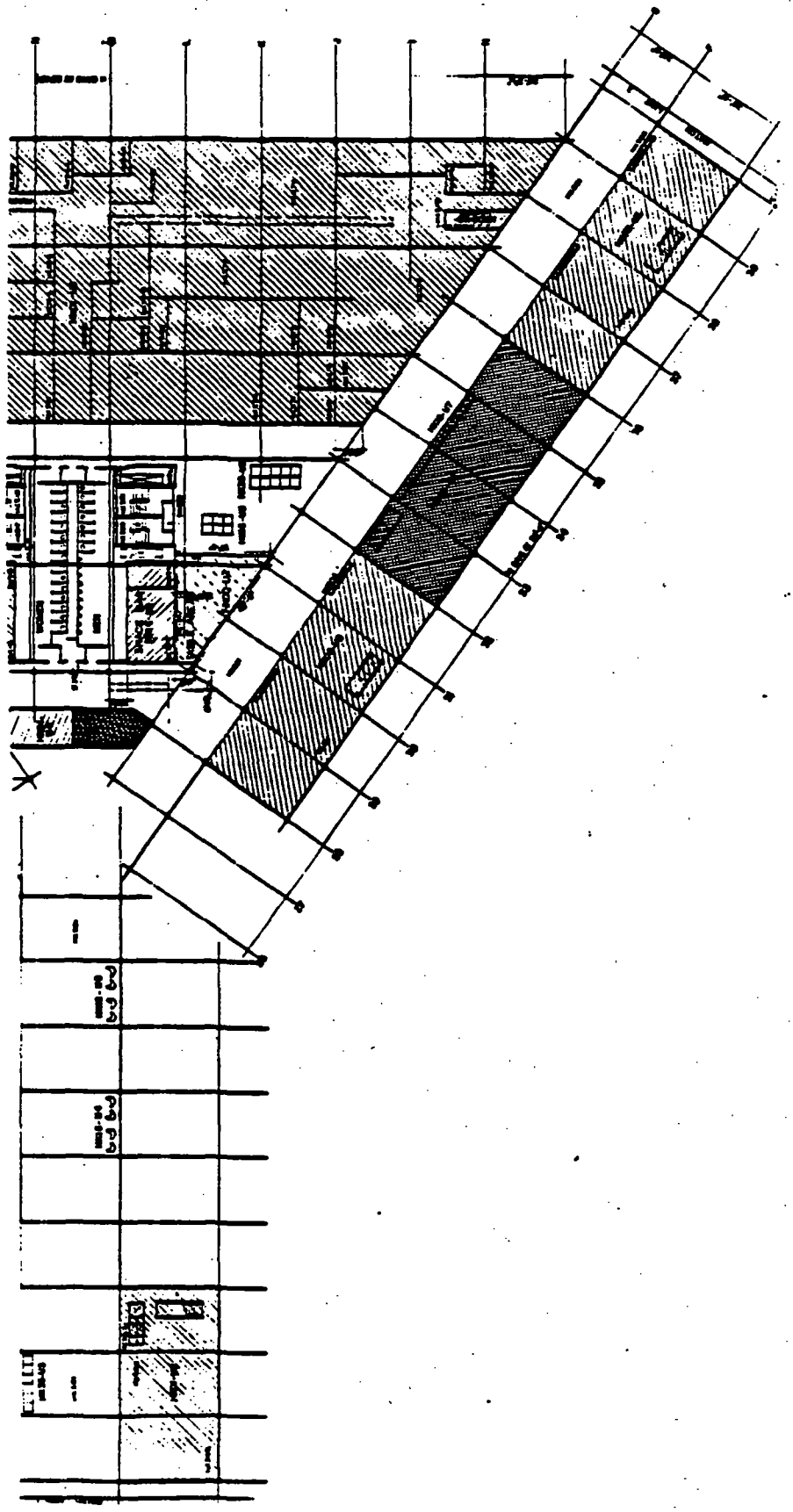
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome B. Butler Commissioner of Public Works

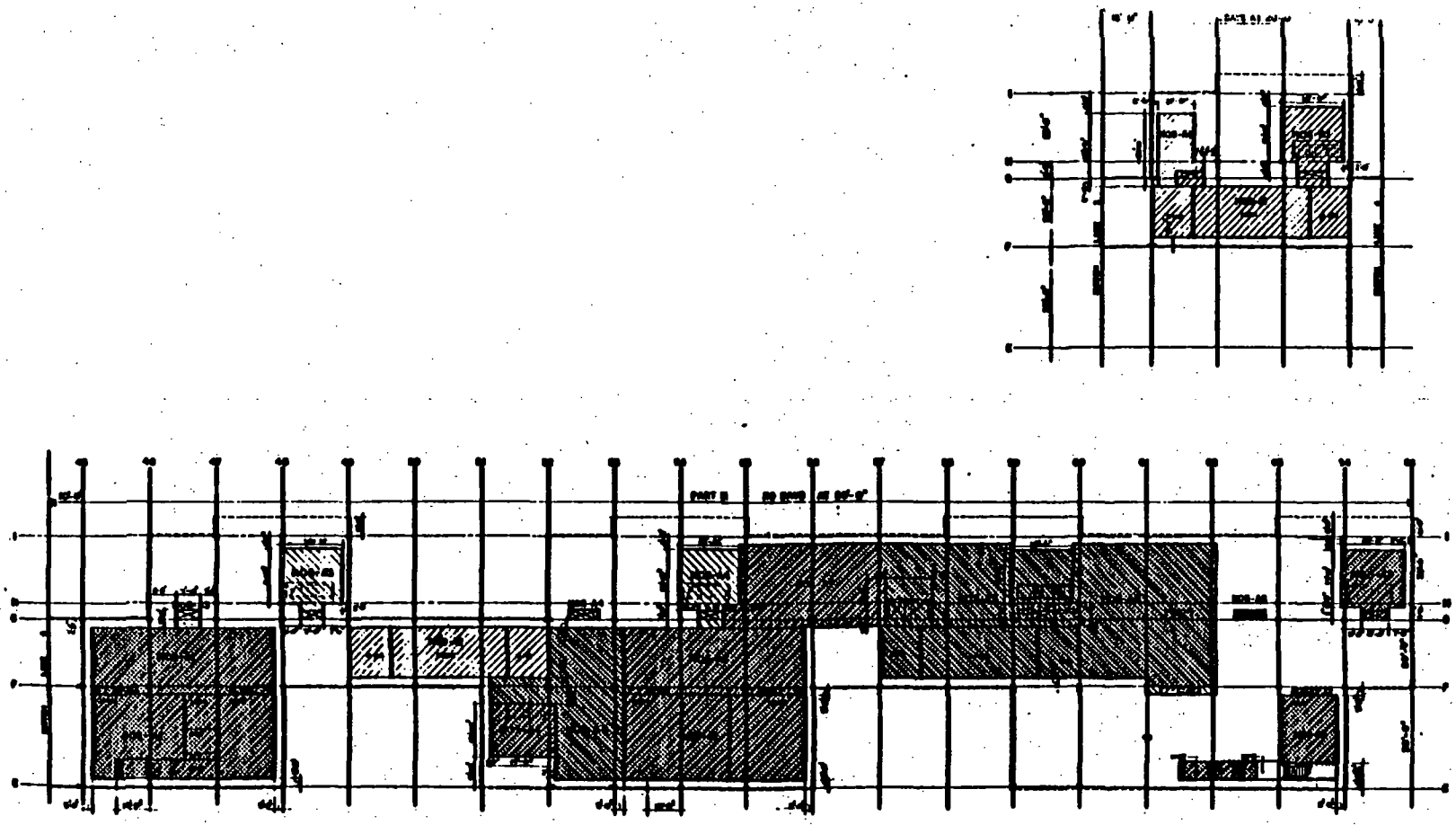
O'HARE ASSOCIATES
LANDRUM & BROWN

AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)

EXHIBIT J

DRAWING 1


AIRLINES OPERATIONS AREA
(UPPER LEVEL)
AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)
DRAWING J
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor
O'HARE ASSOCIATES
LANDRUM & BROWN



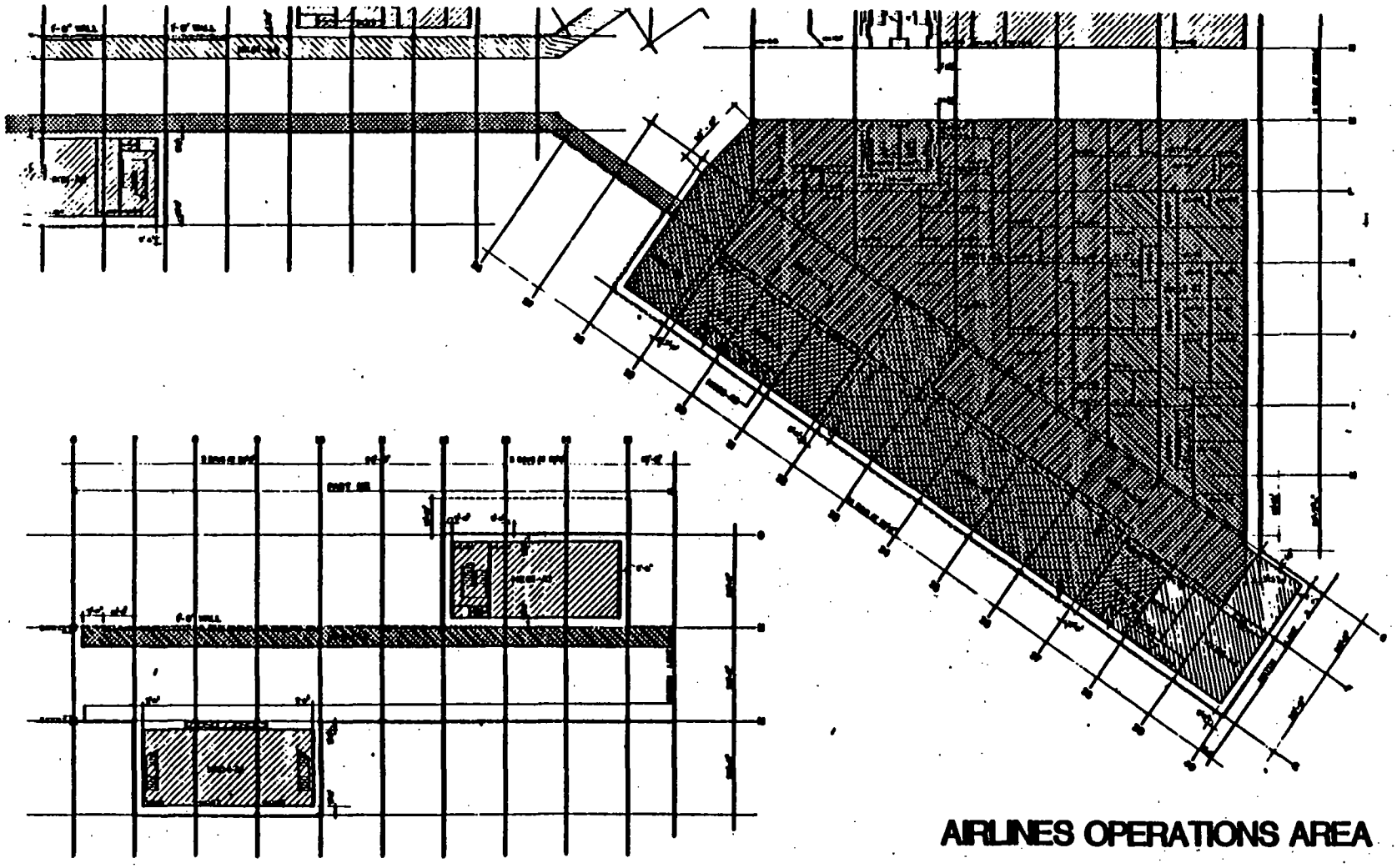
# AIRLINES OPERATIONS AREA
## (LOWER LEVEL)

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapzalo Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Executive Consultant
LANDRUM & BROWN
Aviation Consultant

AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)

EXHIBIT J
DRAWING 2 OF 3

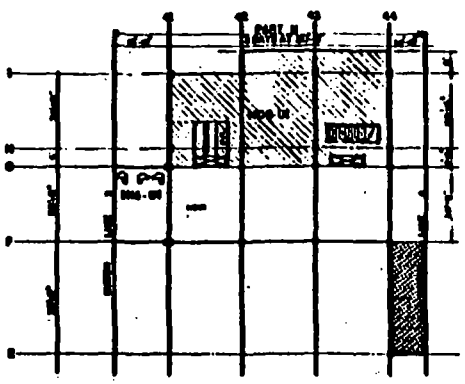


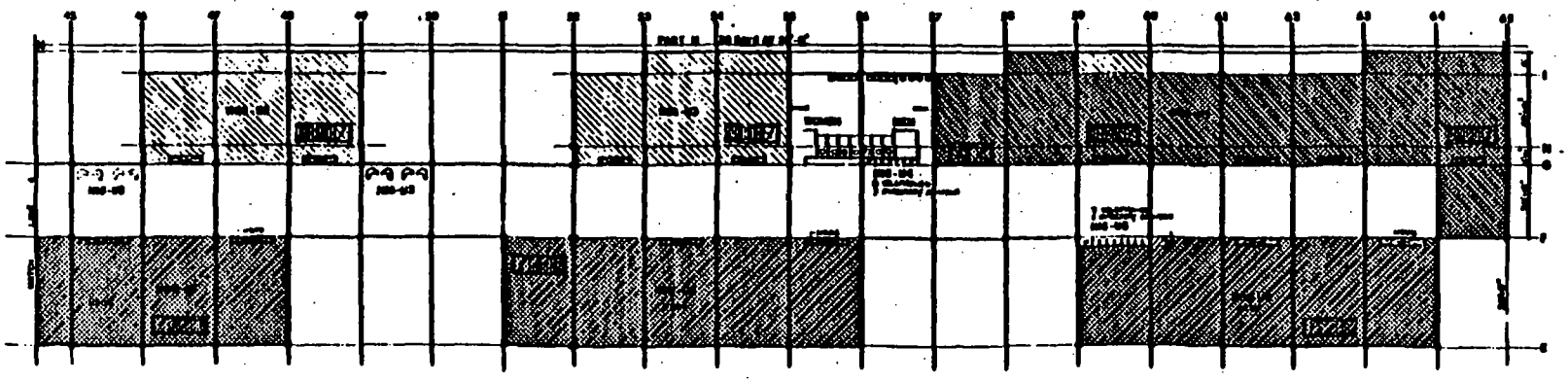
# AIRLINES OPERATIONS AREA

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapostis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Operating Consultant
LANDRUM & BROWN Aviation Consultant

AIRLINES EXCLUSIVE USE PREMISIS IN TERMINAL (EXISTING)





# AIRLINES HOLD AREA

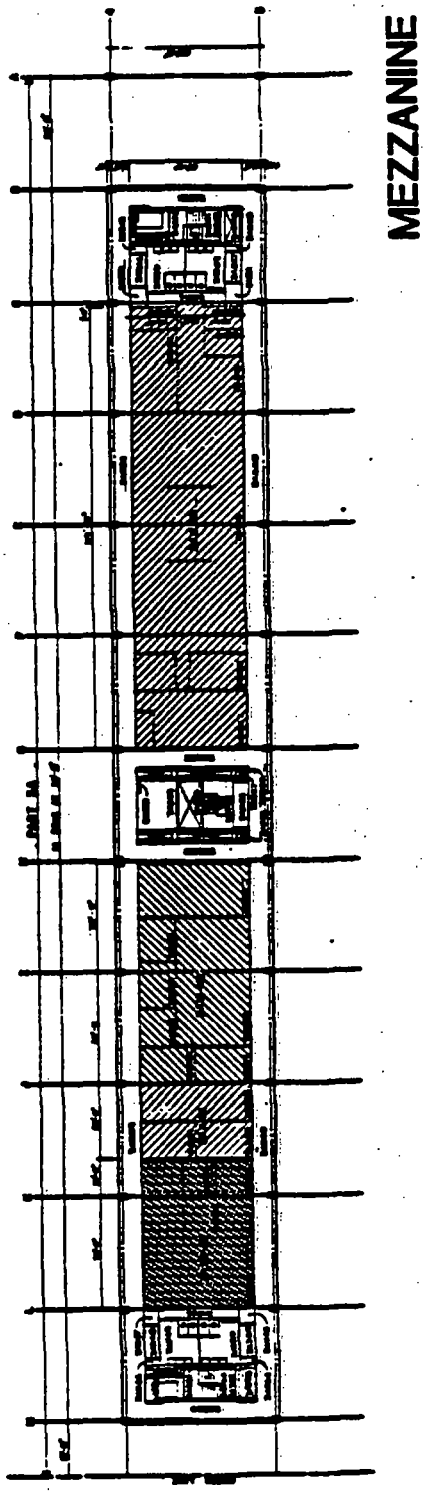
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Rapello Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Operating Consultant
LANDRUM & BROWN
Aviation Consultant

AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)

EXHIBIT J

DRAWING 8



MEZZANINE

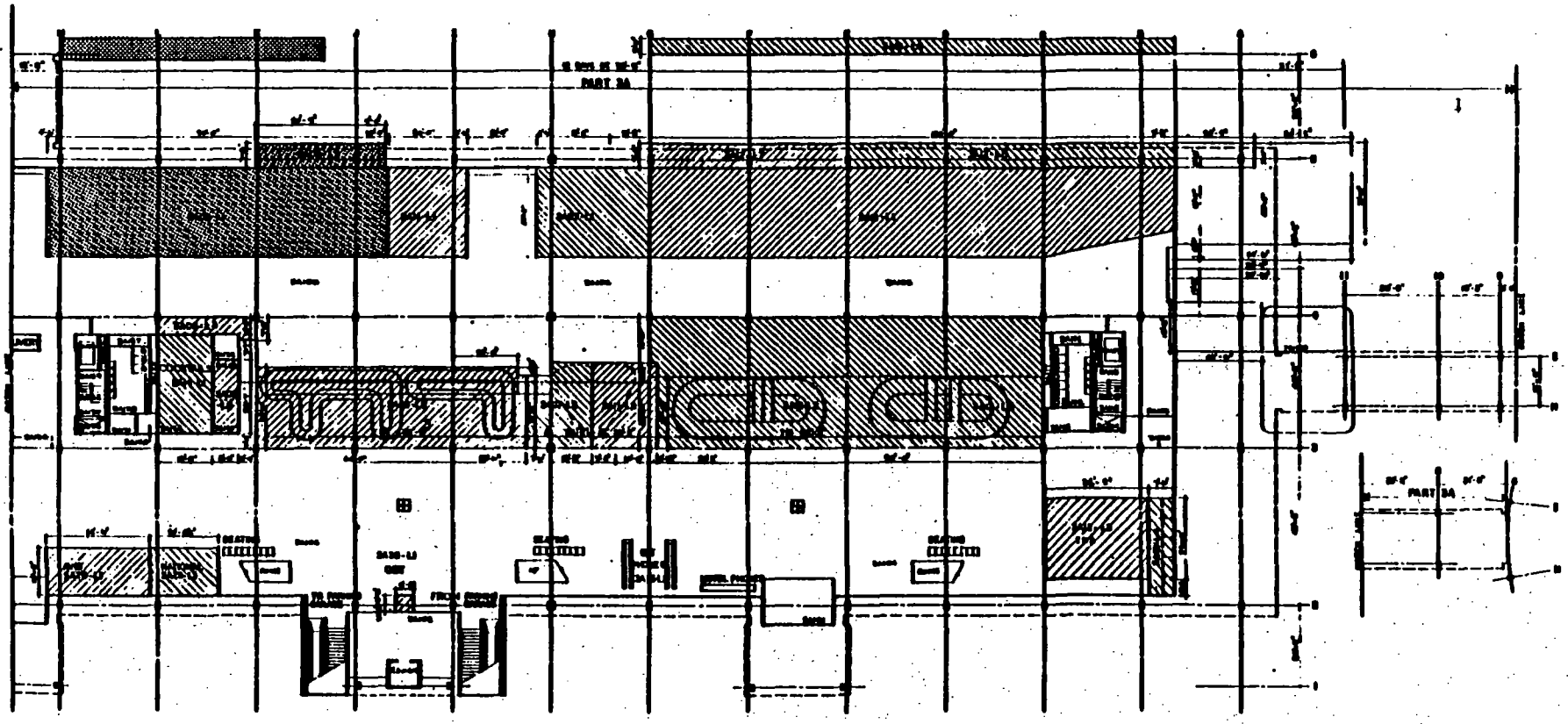
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome A. Cutler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)

EXHIBIT J

DRAWING 4



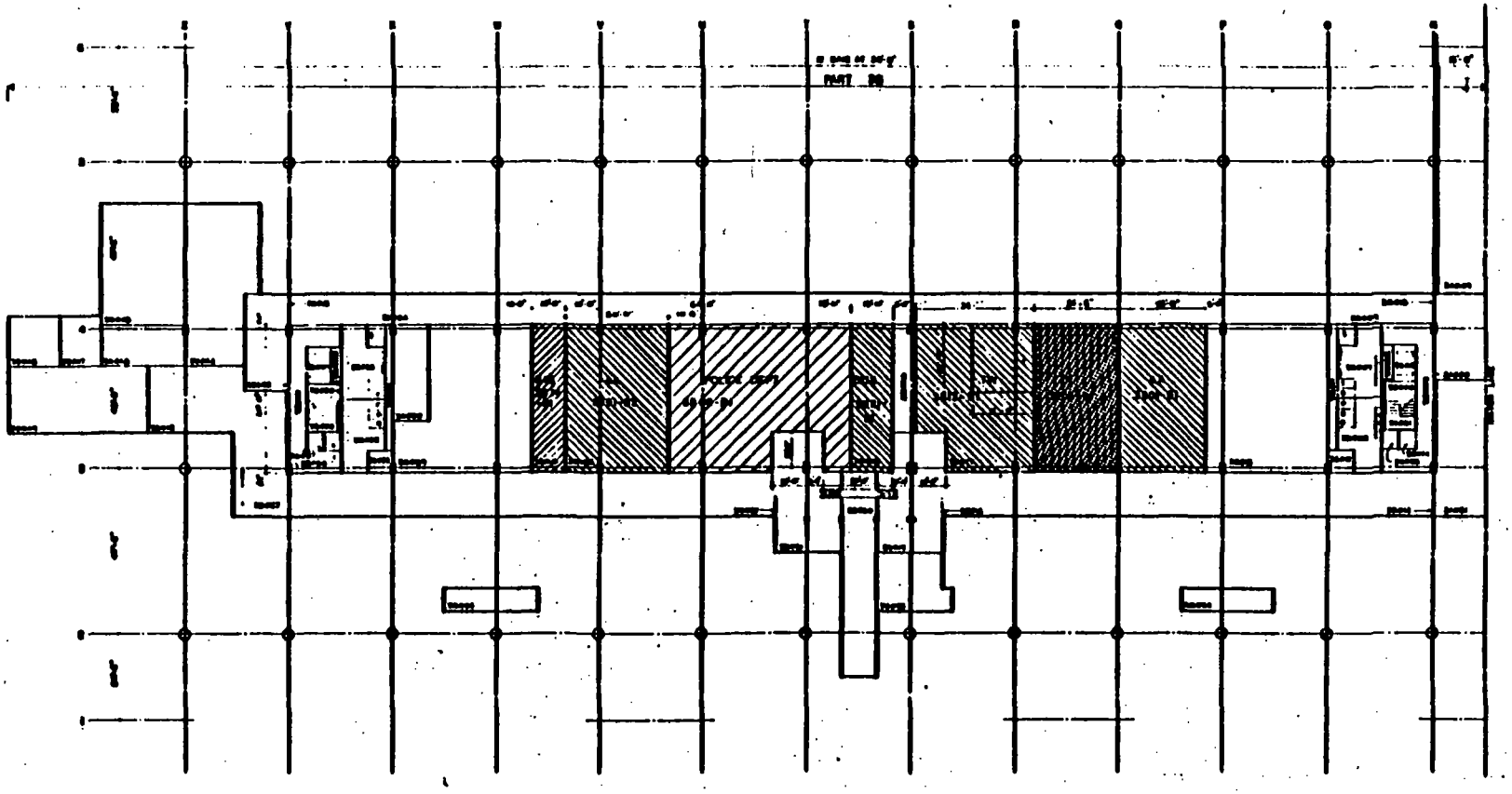
# OUTBOUND BAGGAGE AREA (FIRST FLOOR)

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
LANDRUM & BROWN

AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)

1 of 2
EXHIBIT J
DRAWING 6



# OUTBOUND BAGGAGE AREA (BASEMENT)

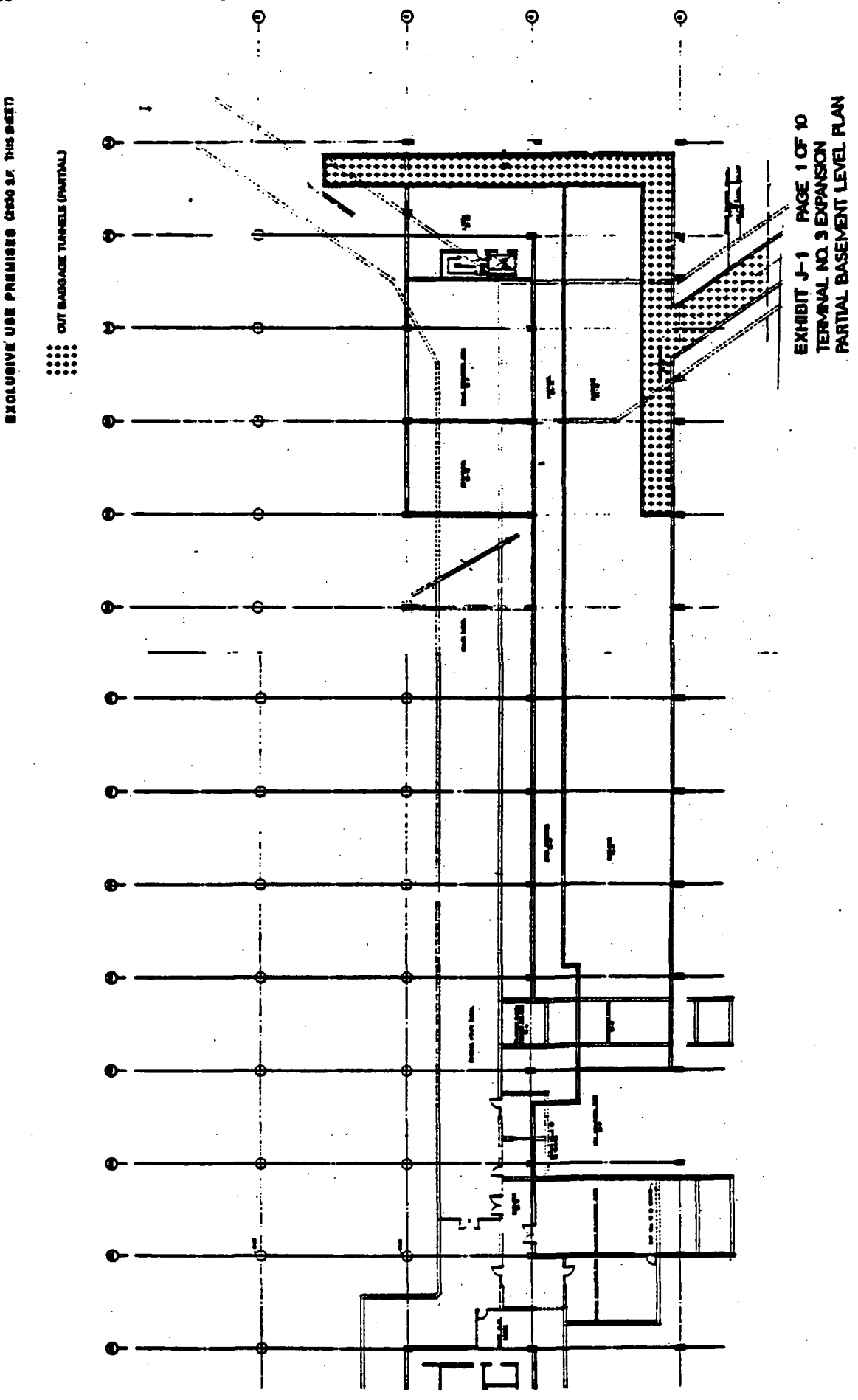
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

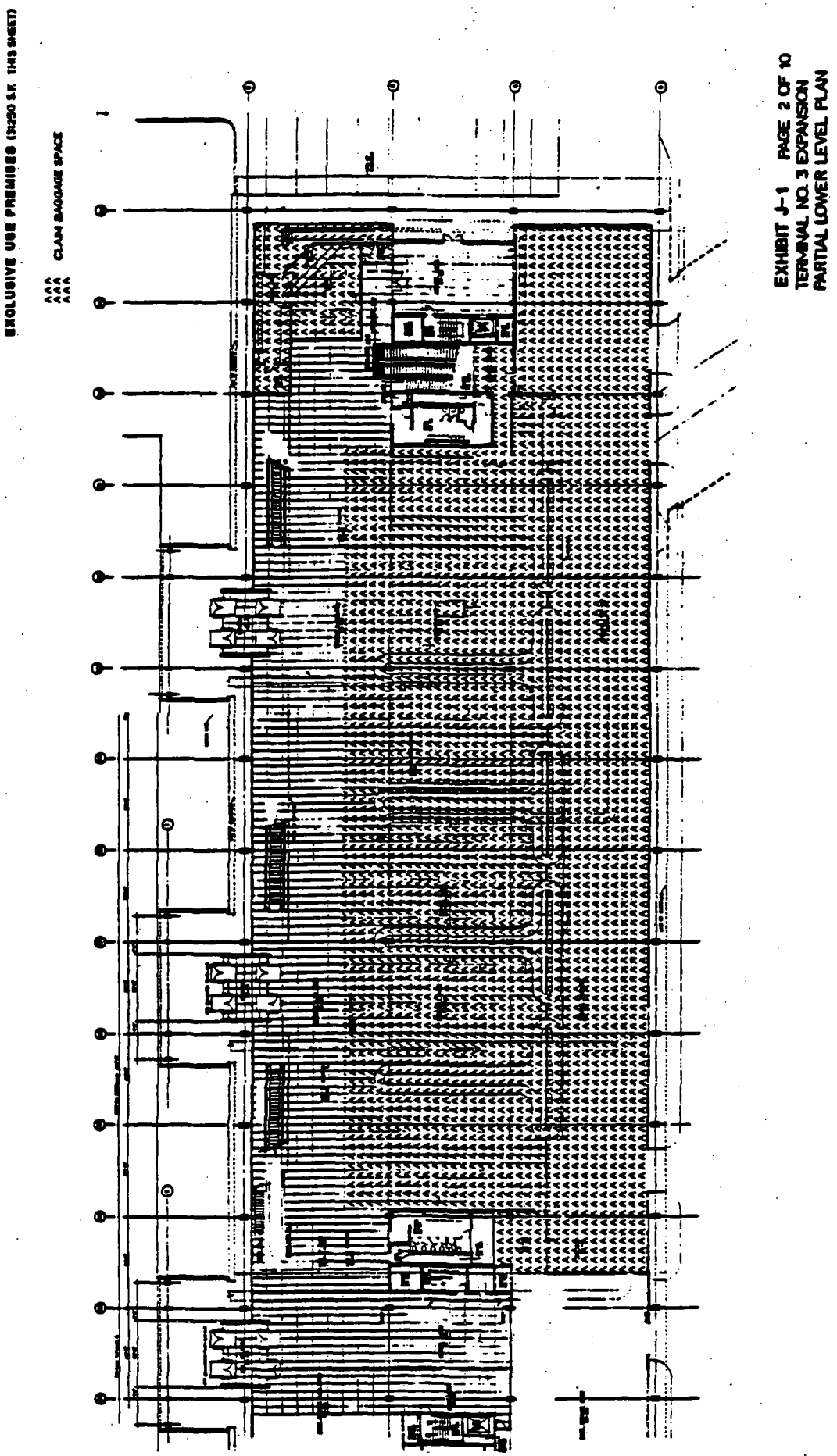
O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)

2 of 2
EXHIBIT J
DRAWING 8

BAGGAGE CLAIM AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
AIRLINES EXCLUSIVE USE PREMISES IN TERMINAL (EXISTING)
EXHIBIT J
DRAWING 6


EXCLUSIVE USE PREMISES (2600 S.F. THIS SHEET)
OUT BAGGAGE TUNNELS (PARTIAL)
EXHIBIT J-1 PAGE 1 OF 10
TERMINAL NO. 3 EXPANSION
PARTIAL BASEMENT LEVEL PLAN


EXCLUSIVE USE PREMISES (3250 S.F. THIS SHEET)
CLAIM BAGGAGE SPACE
EXHIBIT J-1 PAGE 2 OF 10
TERMINAL NO. 3 EXPANSION
PARTIAL LOWER LEVEL PLAN

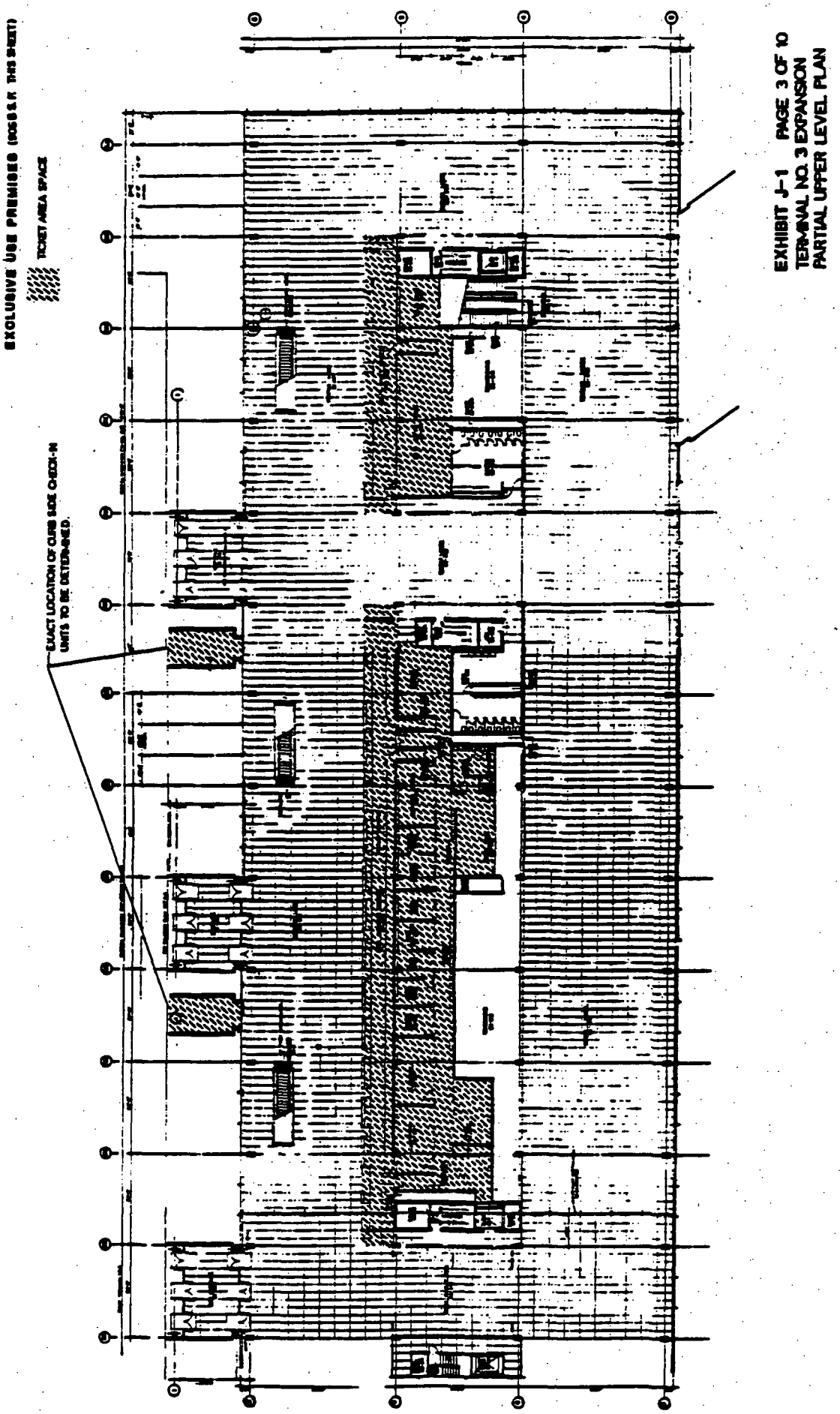
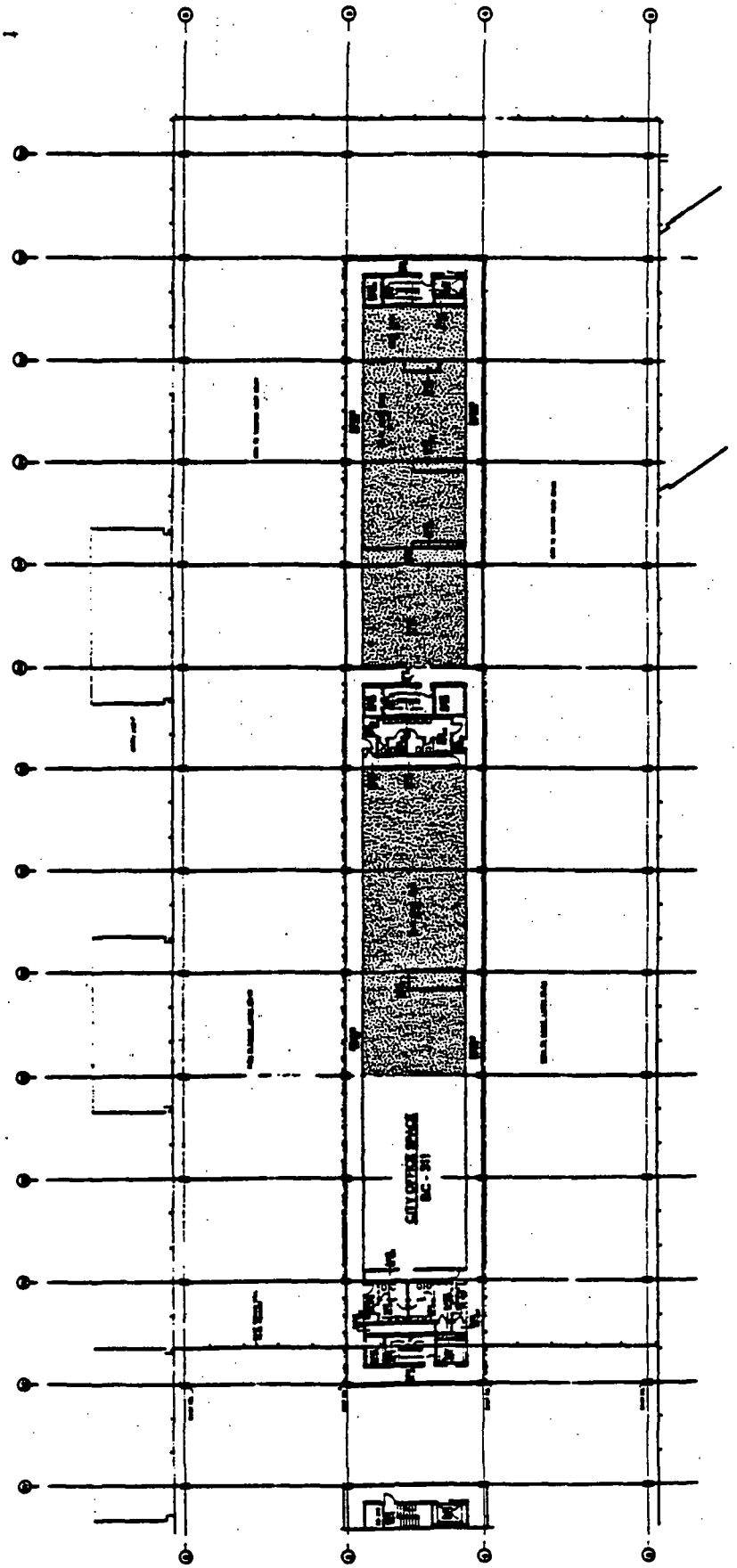

EXCLUSIVE USE PREMISES (DOES NOT INCLUDE THIS SHEET)
TICKET AREA SPACE
EXACT LOCATION OF CURB SIDE CHECK-IN UNITS TO BE DETERMINED.
EXHIBIT J-1 PAGE 3 OF 10
TERMINAL NO. 3 EXPANSION
PARTIAL UPPER LEVEL PLAN

EXHIBIT J-1 PAGE 4 OF 10
TERMINAL NO. 3 EXPANSION
PARTIAL MEZZANINE LEVEL PLAN

EXCLUSIVE USE PREMISES (See S.E. THIS SHEET)

MEZZANINE AREA SPACE



EXCLUSIVE USE PREMISES (1493 S.F. THIS SHEET)

OUT BAGGAGE TUNNELS (PARTIAL)

EXHIBIT J-1 PAGE 5 OF 10
CONCOURSE 'L'
BAGGAGE TUNNEL LEVEL PLAN

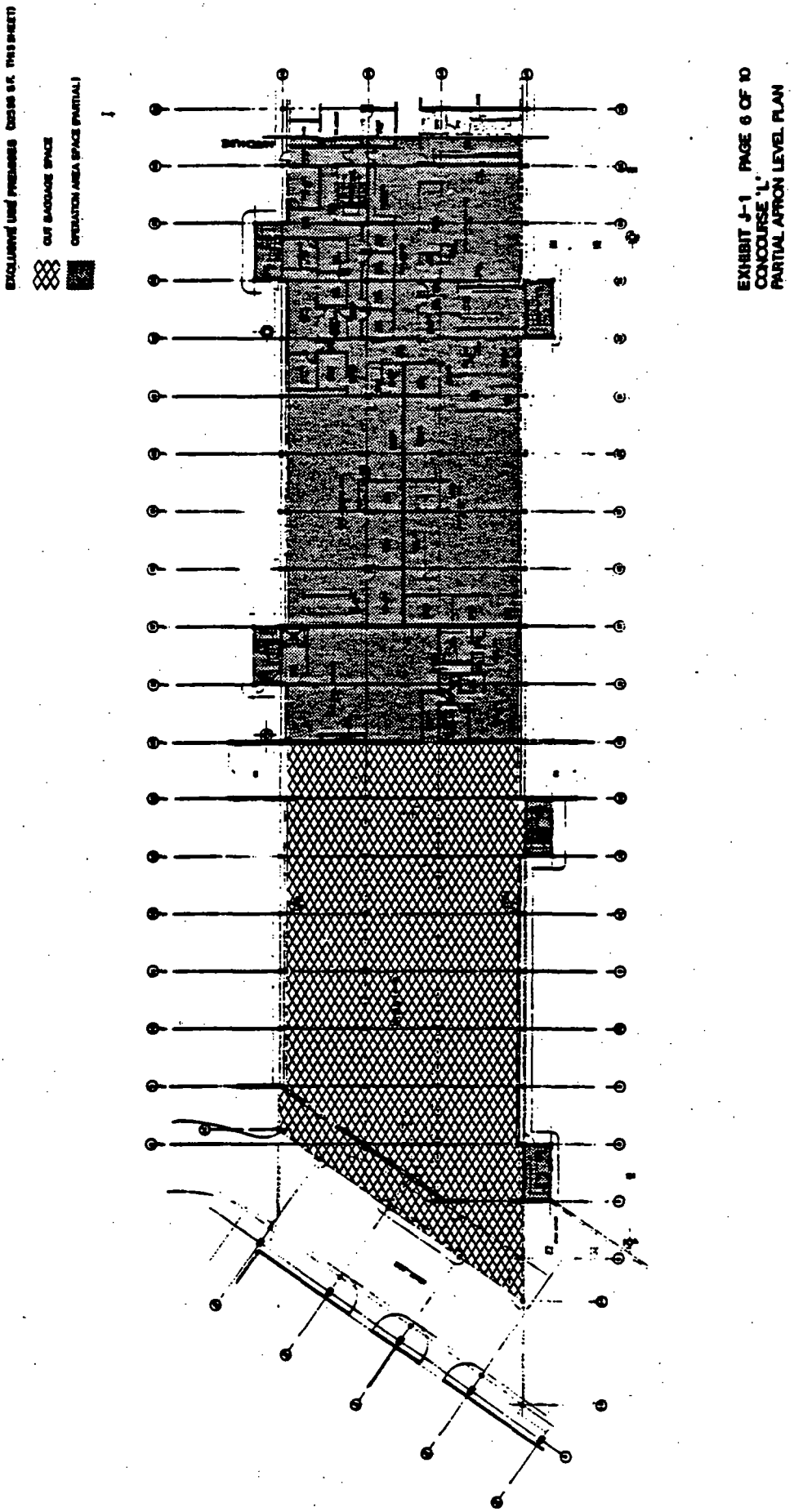
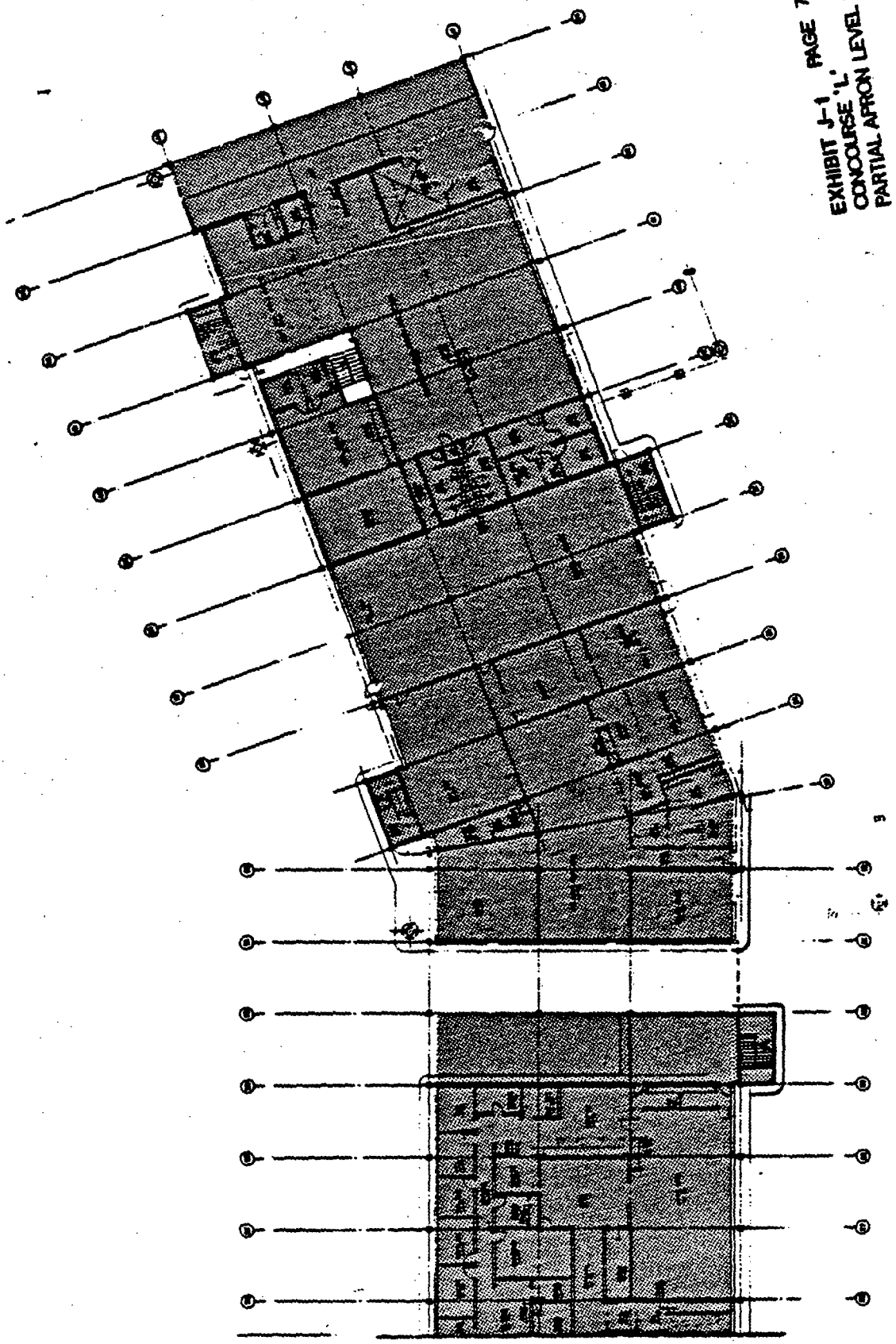

EXCLUSIVE USE PREMISES (SEE S.F. THIS SHEET)
OUT BUILDING SPACE
OPERATION AREA SPACE (PARTIAL)
EXHIBIT J-1 PAGE 6 OF 10
CONCOURSE 'L'
PARTIAL APRON LEVEL PLAN

EXHIBIT J-1 PAGE 7 OF 10
CONCOURSE 'L'
PARTIAL APRON LEVEL PLAN

EXCLUSIVE USE PREMISES (THIS SHEET)

OPERATION AREA SPACE (INITIAL)



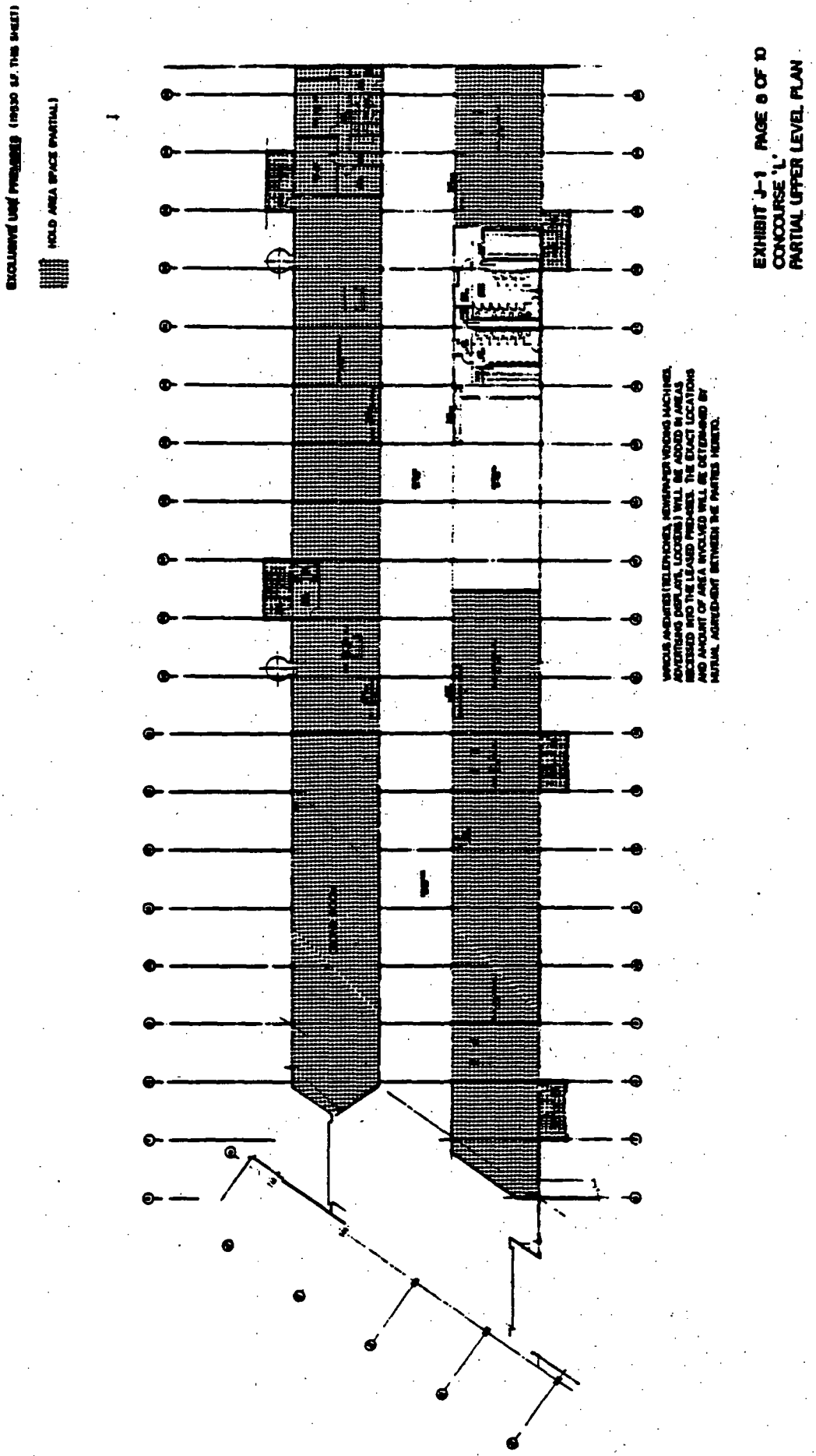


EXHIBIT J-1 PAGE 8 OF 10
CONCOURSE 'L'
PARTIAL UPPER LEVEL PLAN

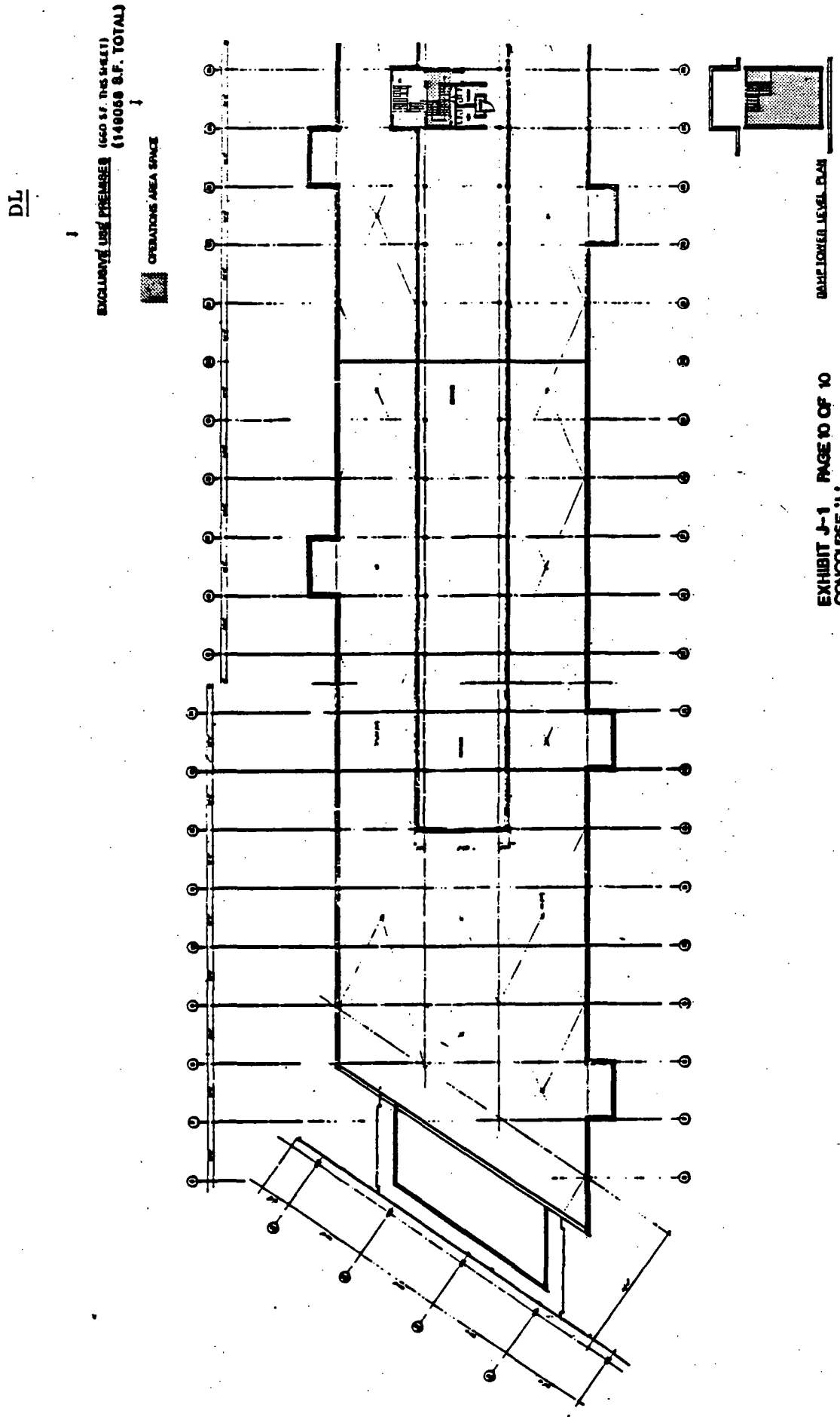
EXCLUSIVE USE PREMISES (17225 S.F. THIS SHEET)

HOLD AREA SPACE (PARTIAL)

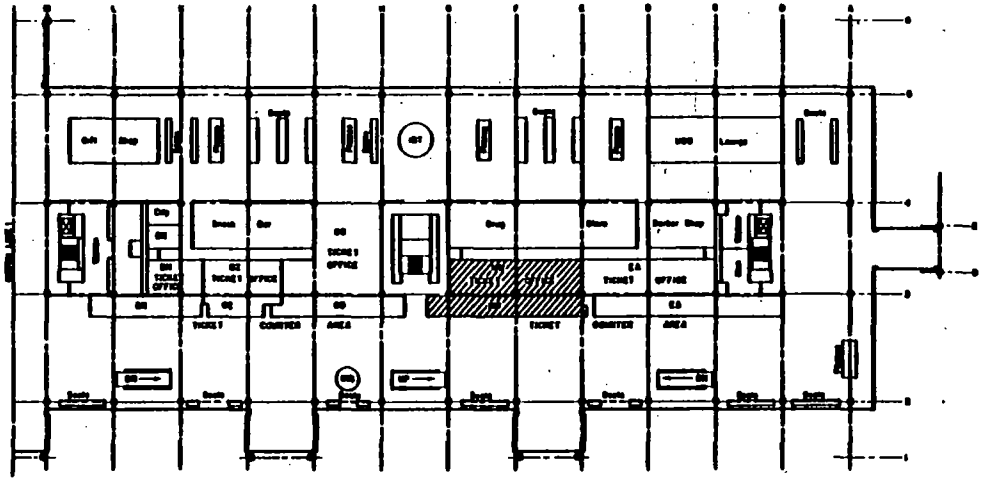


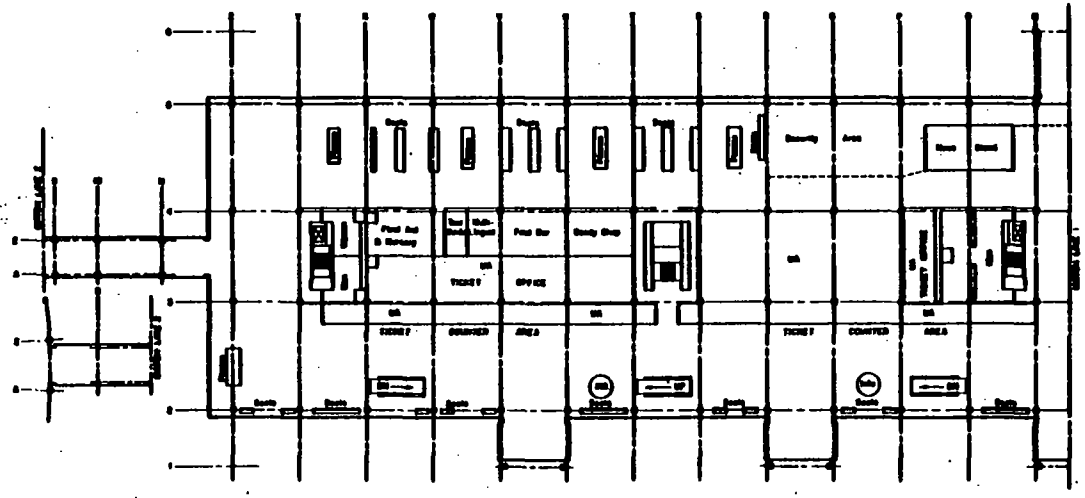

VARIOUS AMENITIES (TELEPHONES, NEWSPAPER VENDING MACHINES, ADVERTISING DISPLAYS, LOCKERS) WILL BE ADDED IN AREAS ACCESSED INTO THE LEASED PREMISES. THE EXACT LOCATIONS AND AMOUNT OF AREA INVOLVED WILL BE DETERMINED BY MUTUAL AGREEMENT BETWEEN THE PARTIES HERETO.

EXHIBIT J-1 PAGE 9 OF 10
CONCOURSE 'L'
PARTIAL UPPER LEVEL PLAN


DL
EXCLUSIVE USE PREMISES (660 S.F. this sheet)
(1480068 S.F. TOTAL)
OPERATIONS AREA SPACE
BASEMENT LEVEL PLAN
EXHIBIT J-1 PAGE 10 OF 10
CONCOURSE 'L'
PARTIAL PENTHOUSE LEVEL PLAN

Journal pages 16074-16087 are a part of the agreement with Northwest Orient Airlines, Inc. only.





# AIRLINES TICKET AREA
## (Second Floor Terminal 2)

| | |
|---|---|
| **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 Kappelis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

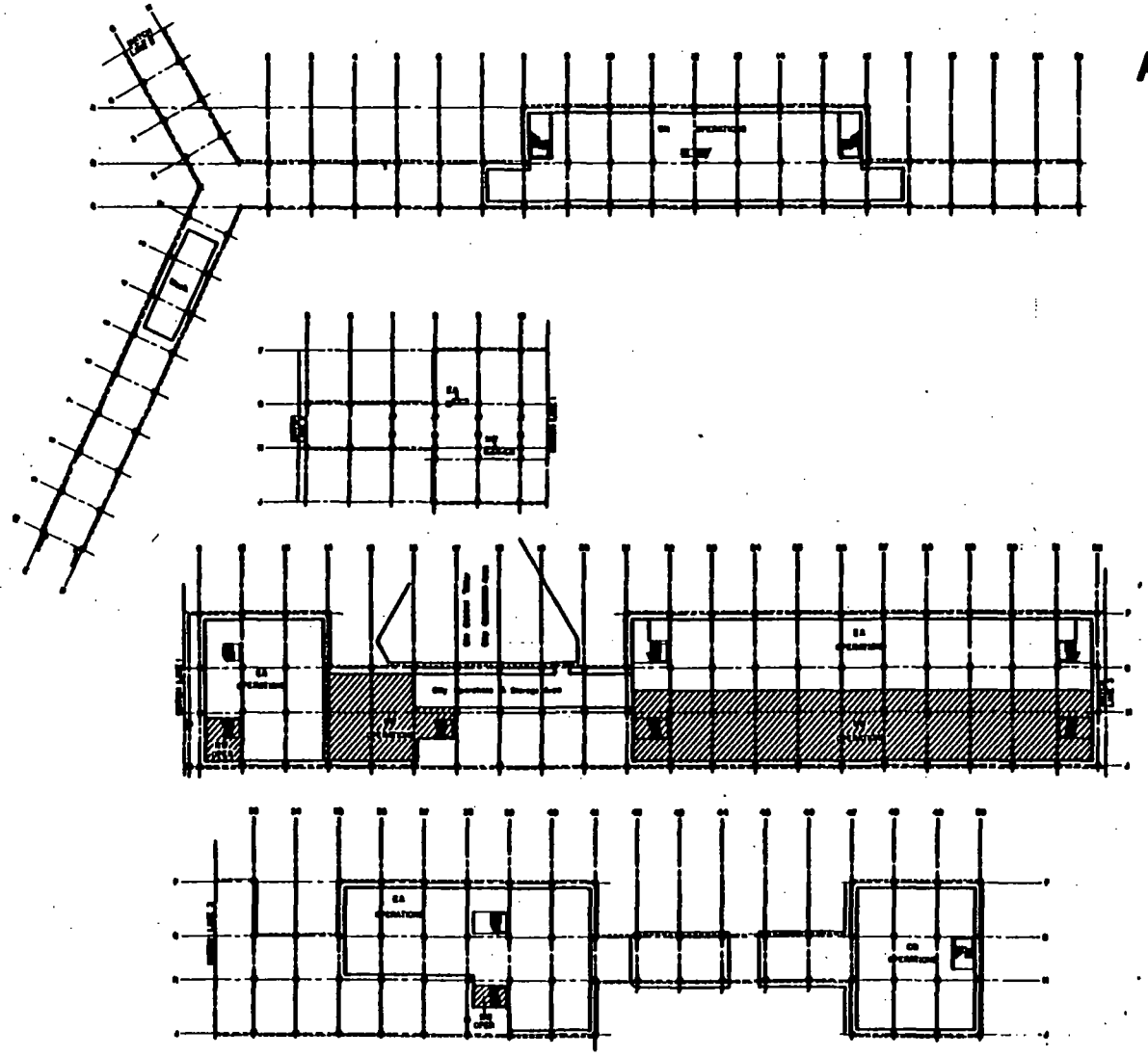
O'HARE ASSOCIATES Engineering Consultants
LANDRUM & BROWN Aviation Consultants

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

# AIRLINES OPERATIONS AREA

**(First Floor Concourse D)**



DRAWING 2 1 of 2

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Rapacki Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

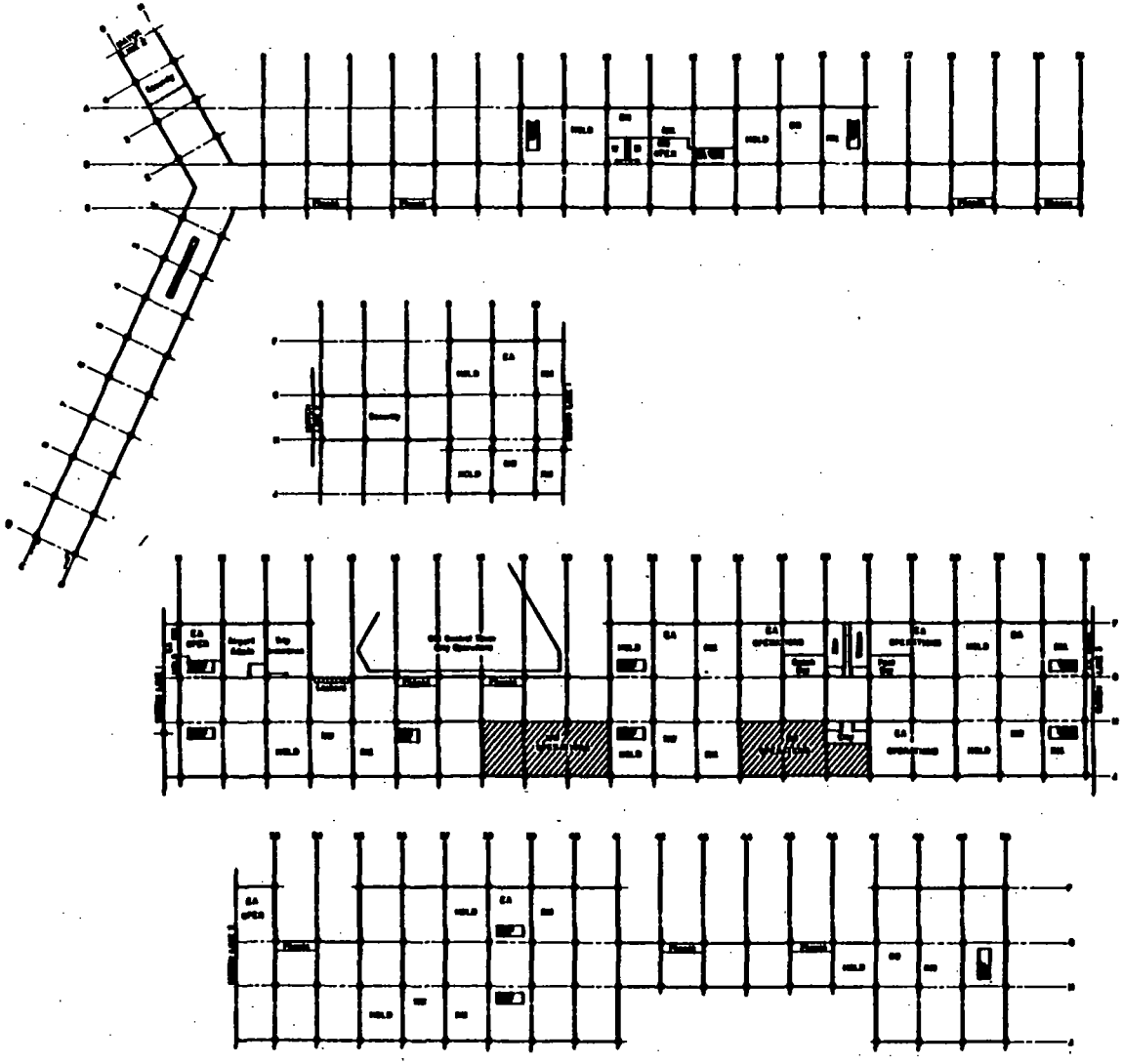
CHAPIN ASSOCIATES Surveying Consultants
LANDRUM & BROWN Aviation Consultants

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

# AIRLINES OPERATIONS AREA

**(Second Floor Concourse D)**



DRAWING 2 2 of 2

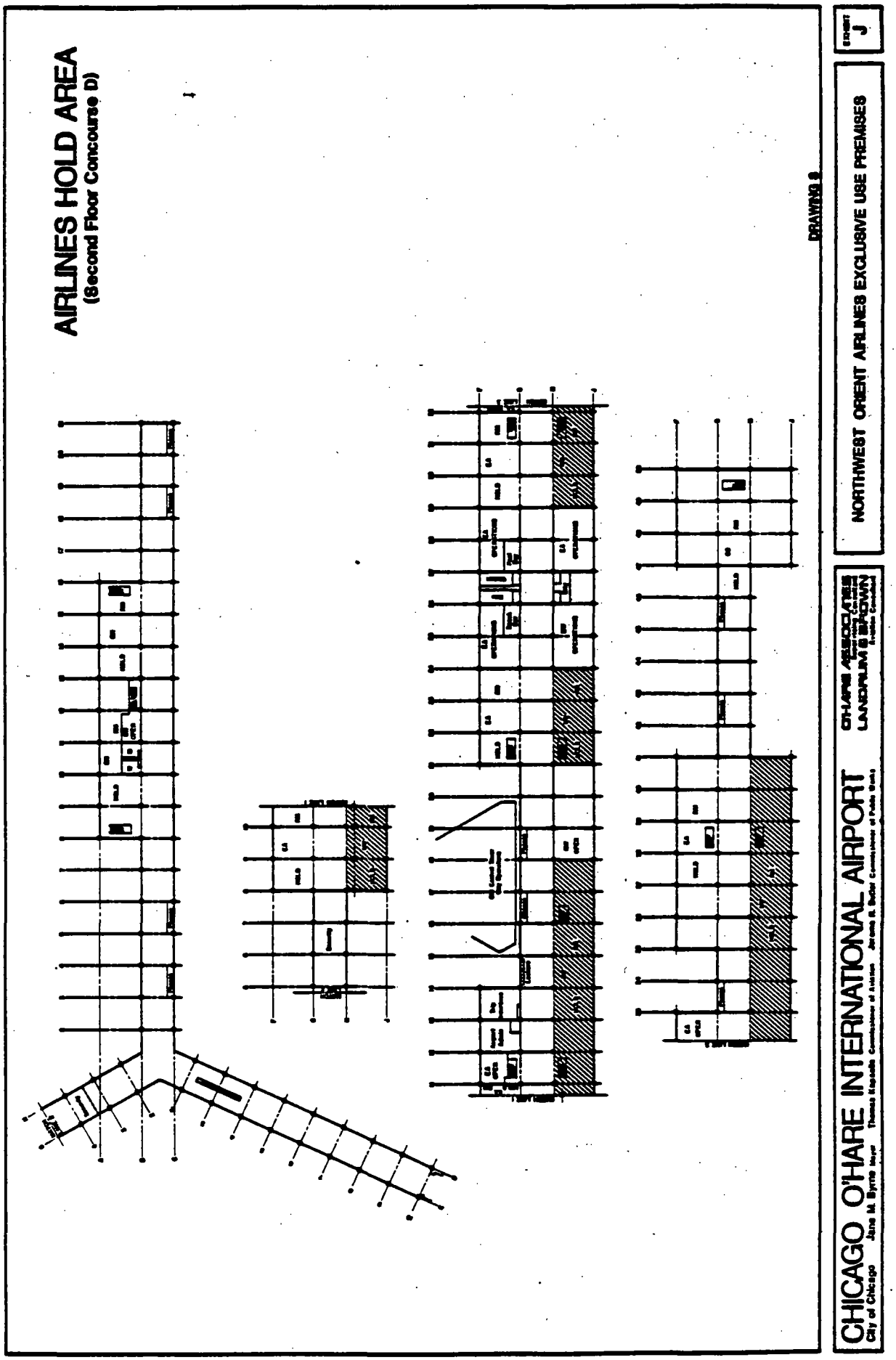
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapostis Commissioner of Aviation Jerome B. Butler Commissioner of Public Works

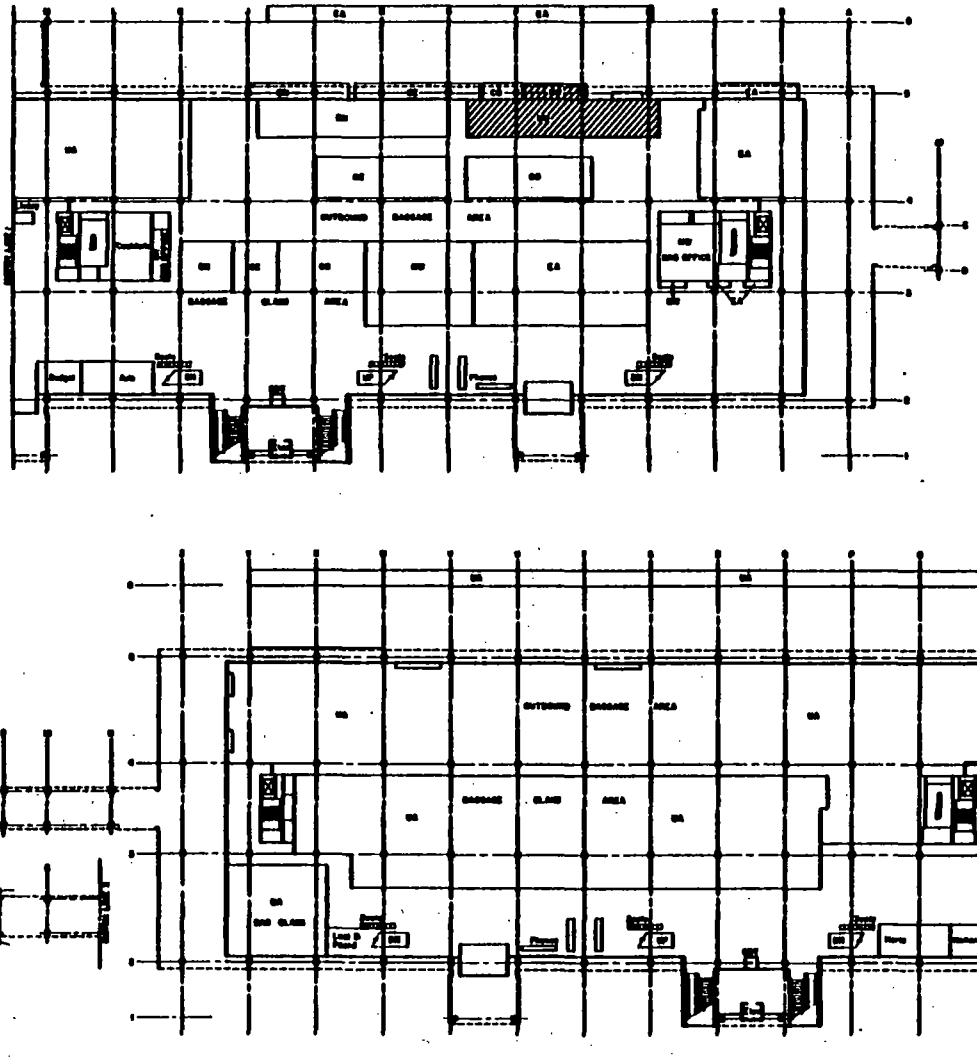
O'HARE ASSOCIATES Operating Consultant LANDRUM & BROWN Aviation Consultant

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

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapostis Commissioner of Aviation Jerome R. Shiller Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

# AIRLINES BAGGAGE CLAIM AREA
**(First Floor Terminal 2)**

DRAWING 8

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kopsello 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

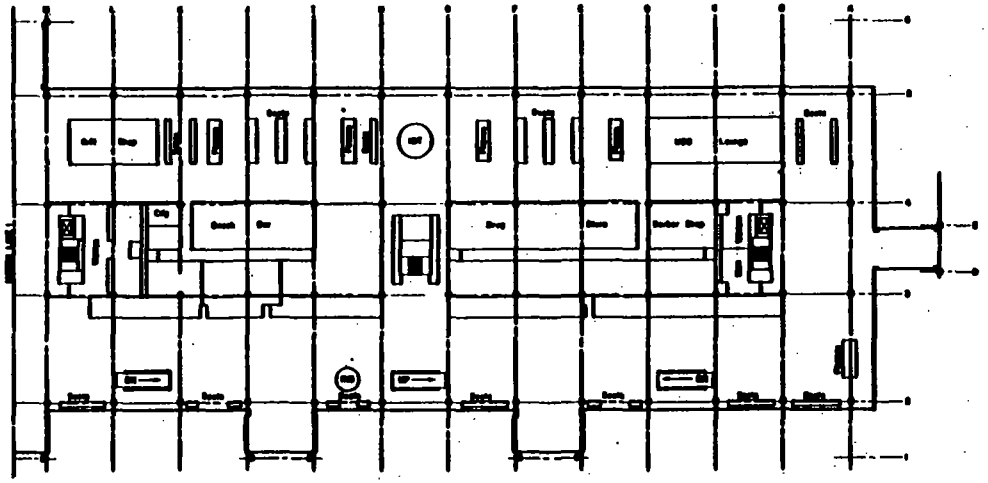
NW

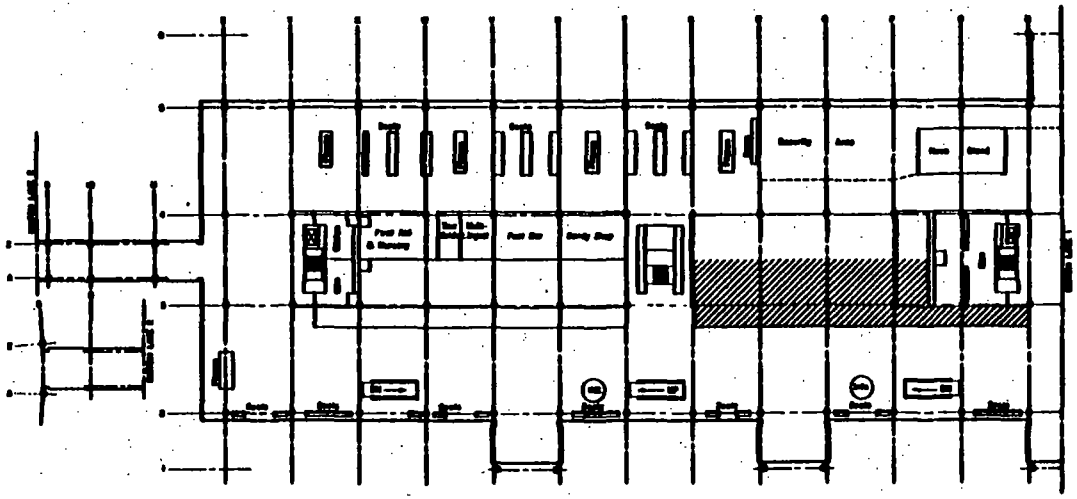
## EXHIBIT J-1

## 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.





| | |
|---|---|
| | J |
| 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

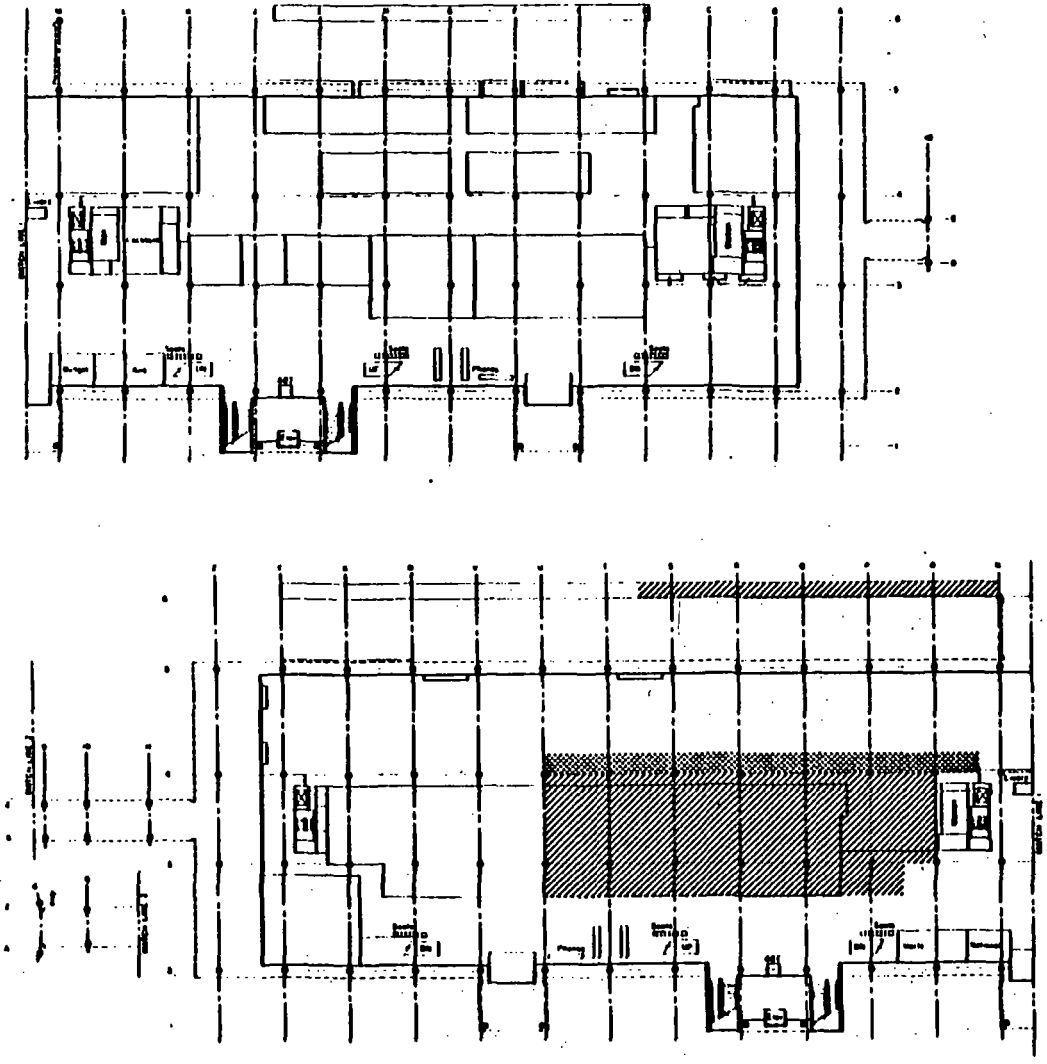
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Engineering 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

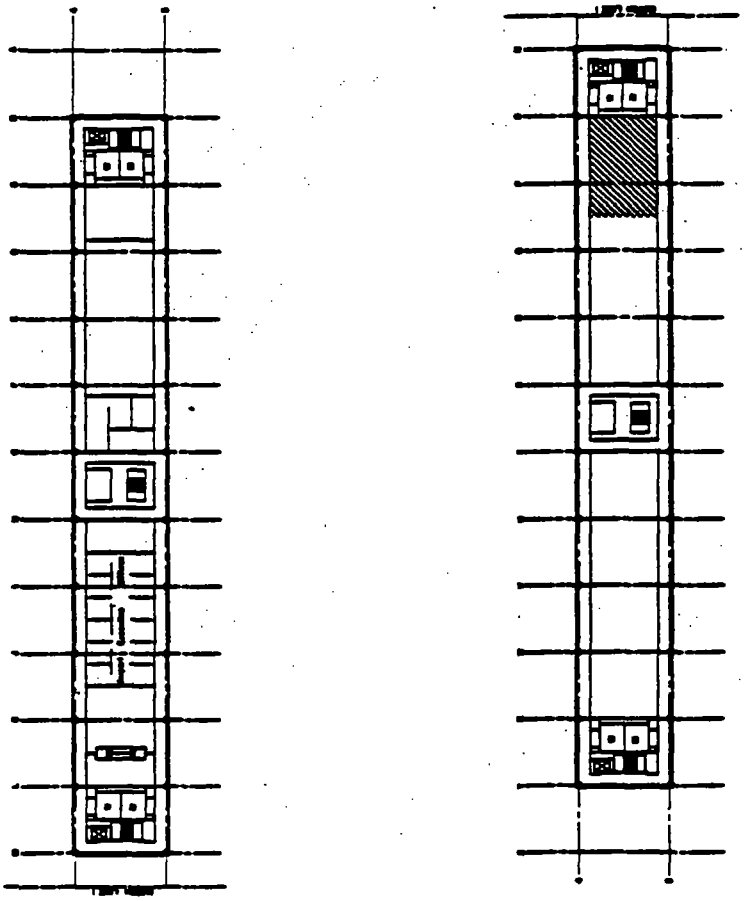
O'HARE ASSOCIATES
Terminal 2 Consultant
LANDRUM & BROWN
Airport Consultant

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1

TERMINAL 2 MEZZANINE LEVEL

DRAWING 3



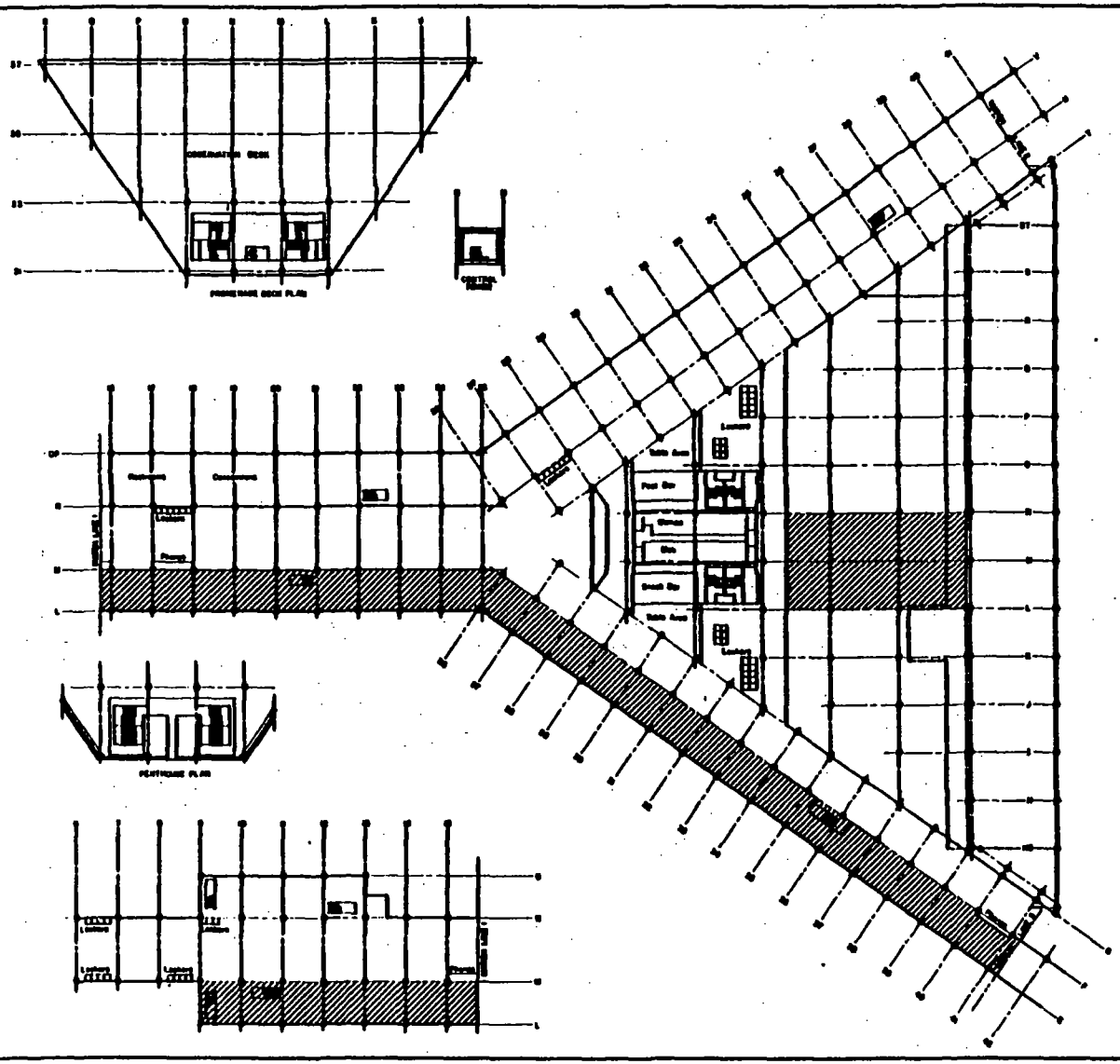
NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor

O'Hare Associates Landrum & Brown



## CONCOURSE EF SECOND LEVEL

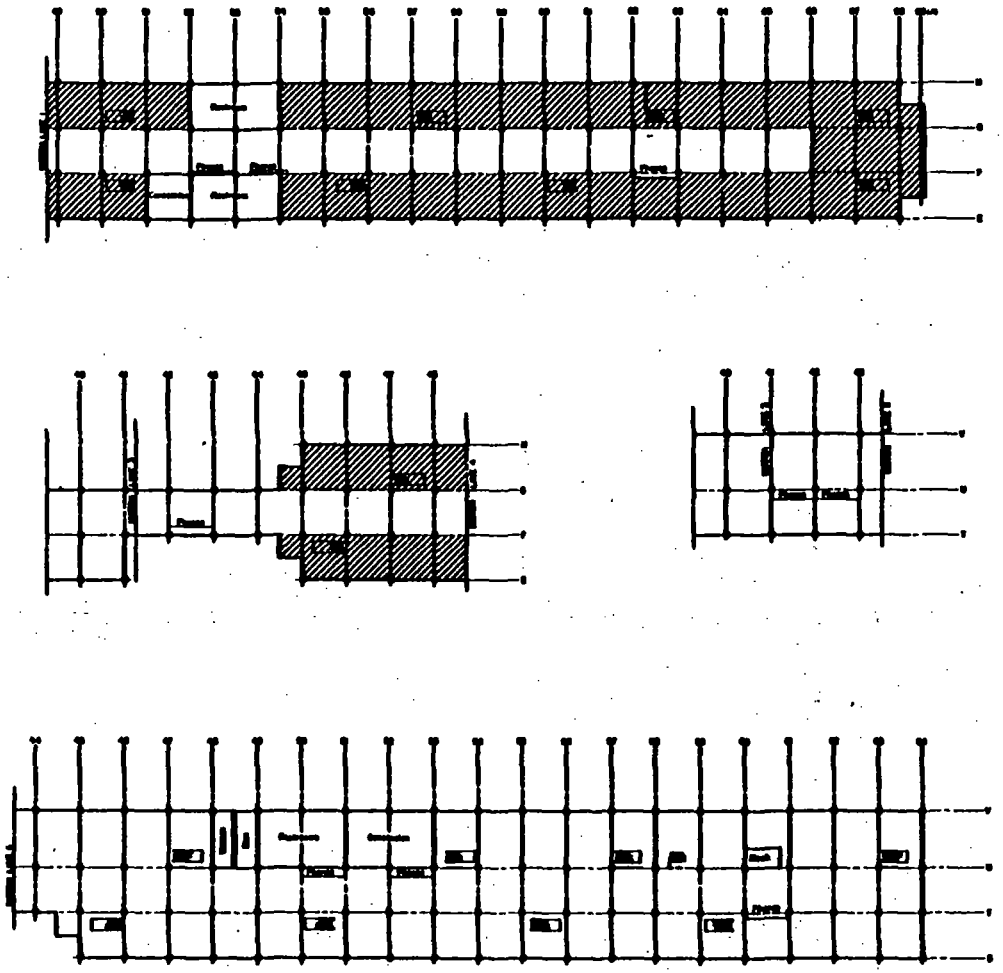
PAGE 1 OF 2 DRAWING 4

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
Aviation Consultant

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1



## CONCOURSE EF SECOND LEVEL

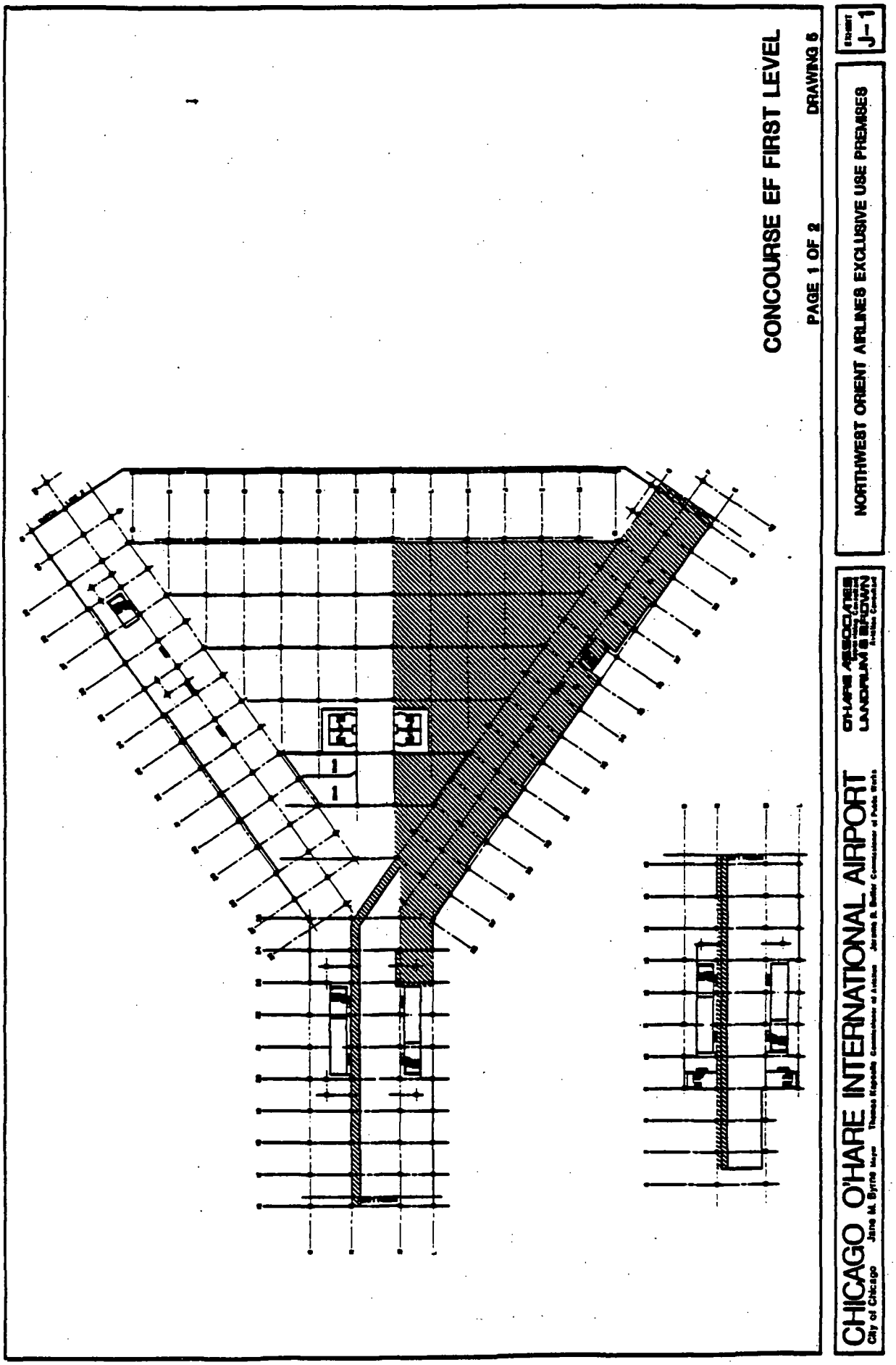
PAGE 2 OF 2 DRAWING 4

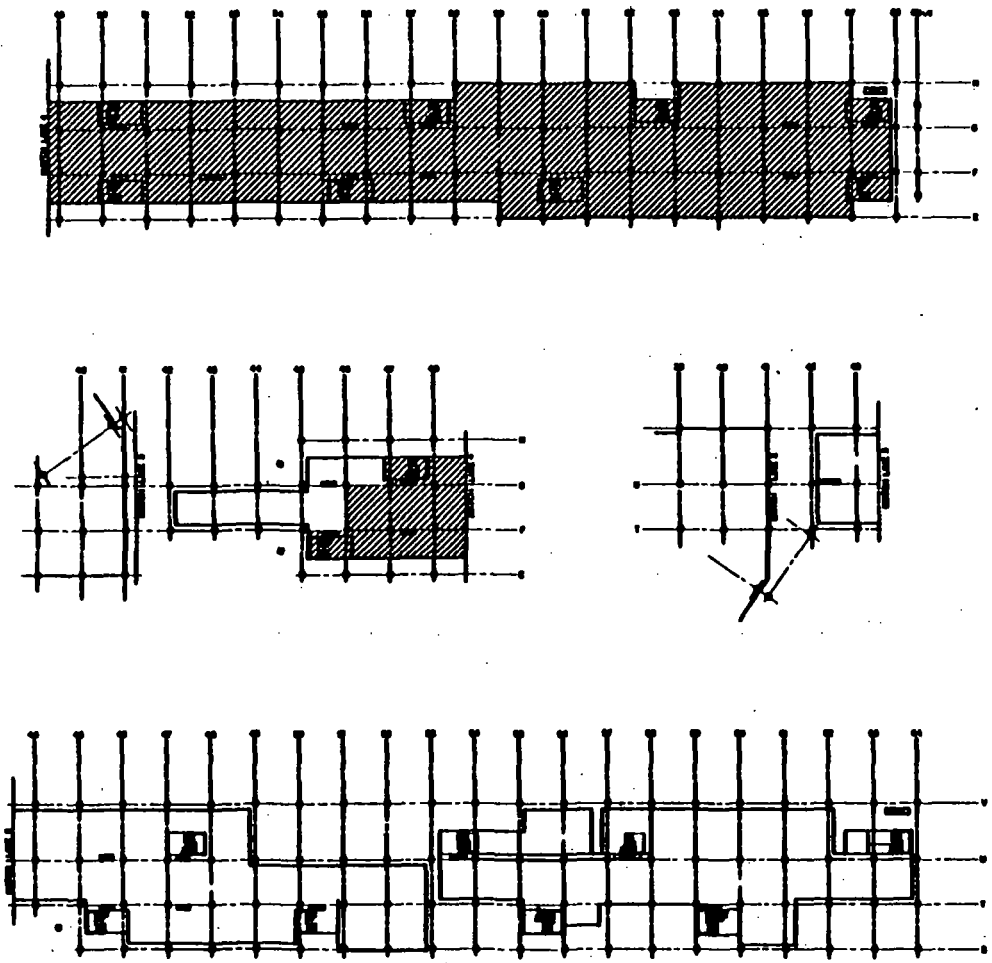
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Rapacki Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1


CONCOURSE EF FIRST LEVEL
PAGE 1 OF 2
DRAWING 6
NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
CHARLES ASSOCIATES
LANDRUM & BROWN



## 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
LANDRUM & BROWN

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1

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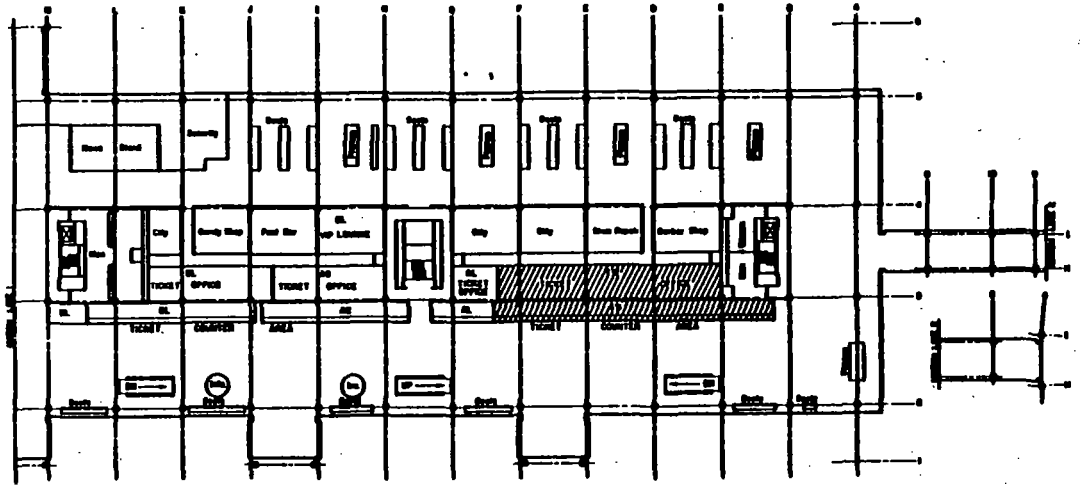
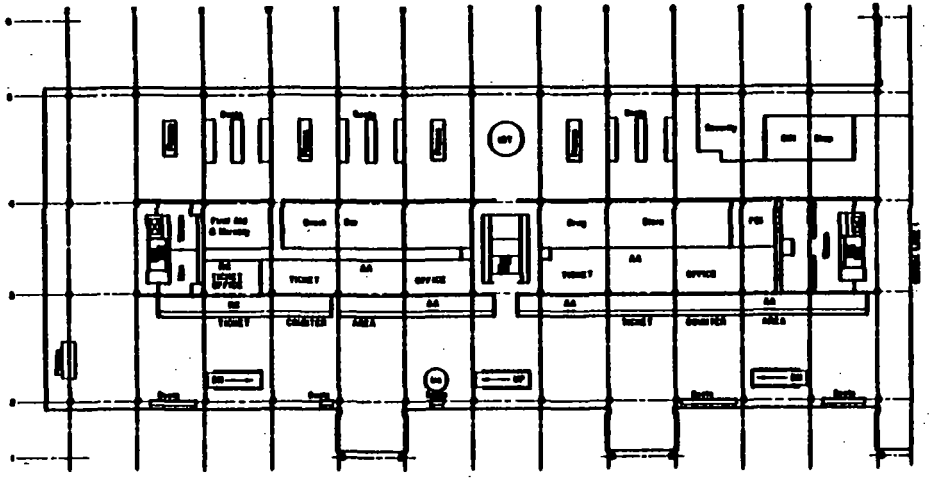




# AIRLINES TICKET AREA
## (Second Floor Terminal 3)

| | |
|---|---|
| **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 Kapsalis Commissioner of Aviation Jerome A. Butler Commissioner of Public Works

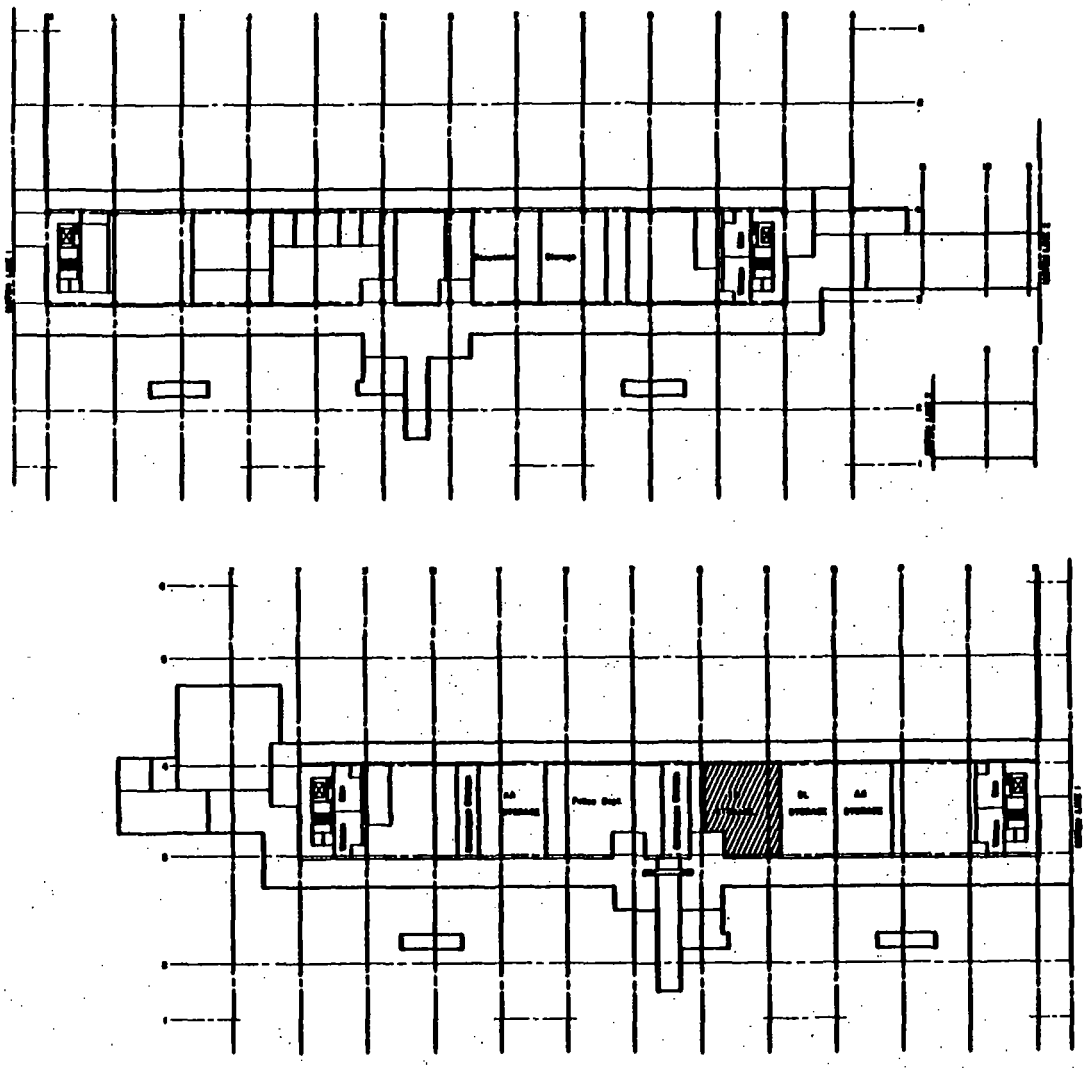
O'HARE ASSOCIATES Operating Consultant
LANDRUM & BROWN Aviation Consultant

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

# AIRLINES OPERATIONS AREA

**(Basement Floor Terminal 3)**



DRAWING 8 1 of 8

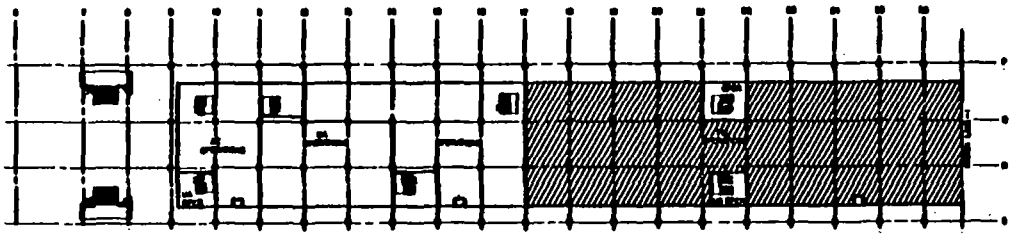
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Rapello Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

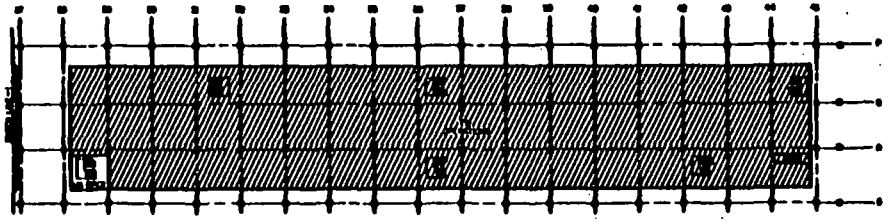
O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

# AIRLINES OPERATIONS AREA
**(First Floor Concourse G)**





DRAWING 2 2 of 2

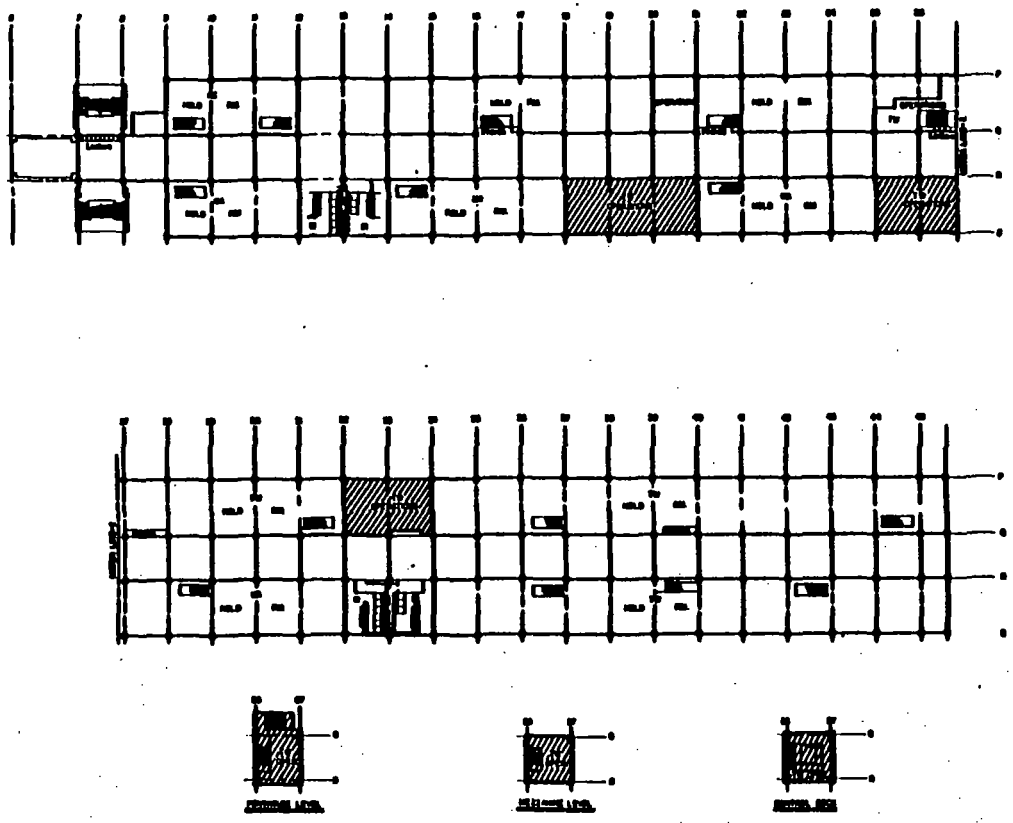
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Hapeslis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

CH-LAPIS ASSOCIATES
LANDRUM & BROWN

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

# AIRLINES OPERATIONS AREA
**(Second Floor Concourse G)**



DRAWING 2 2 of 2

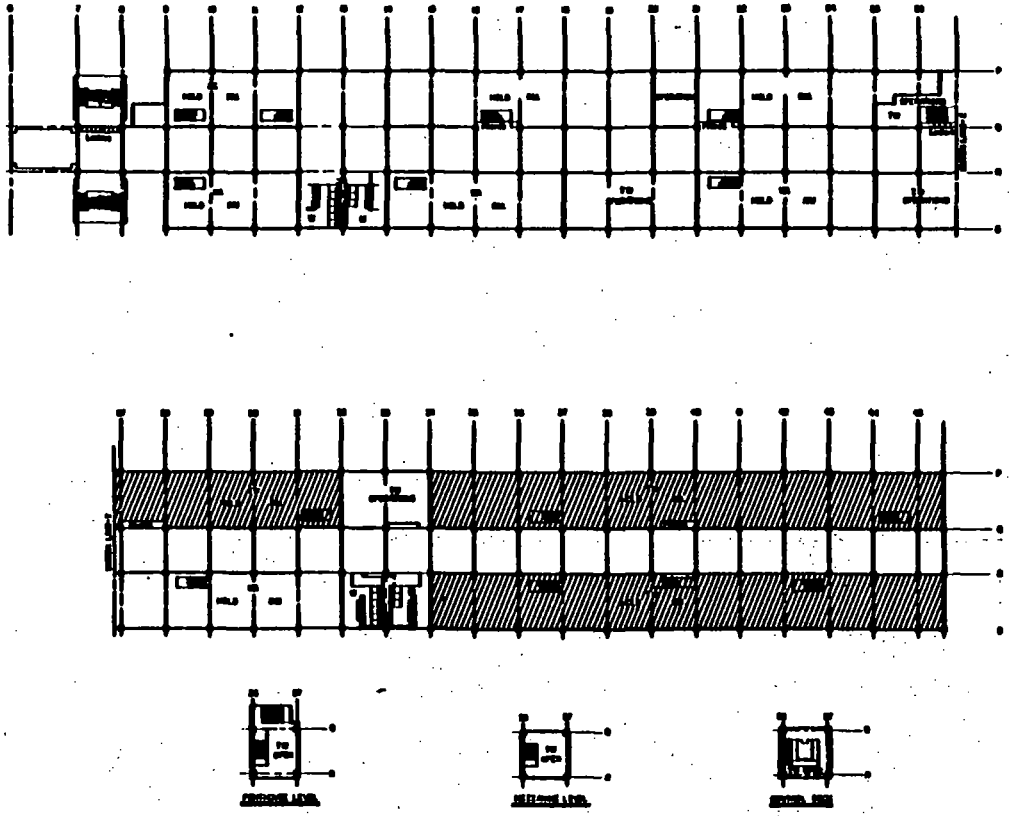
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kappello Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Operating Consultant
LANDRUM & BROWN
Aviation Consultant

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

# AIRLINES HOLD AREA
**(Second Floor Concourse G)**



DRAWING 8

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kinnally Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

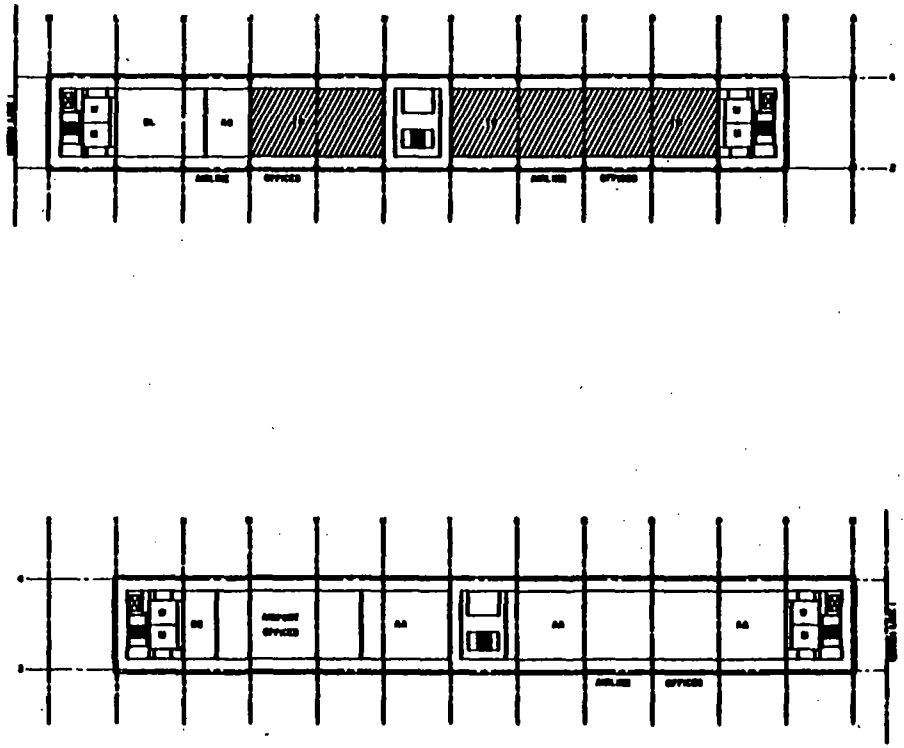
TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

January 28, 1983 UNFINISHED BUSINESS 16093

# 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

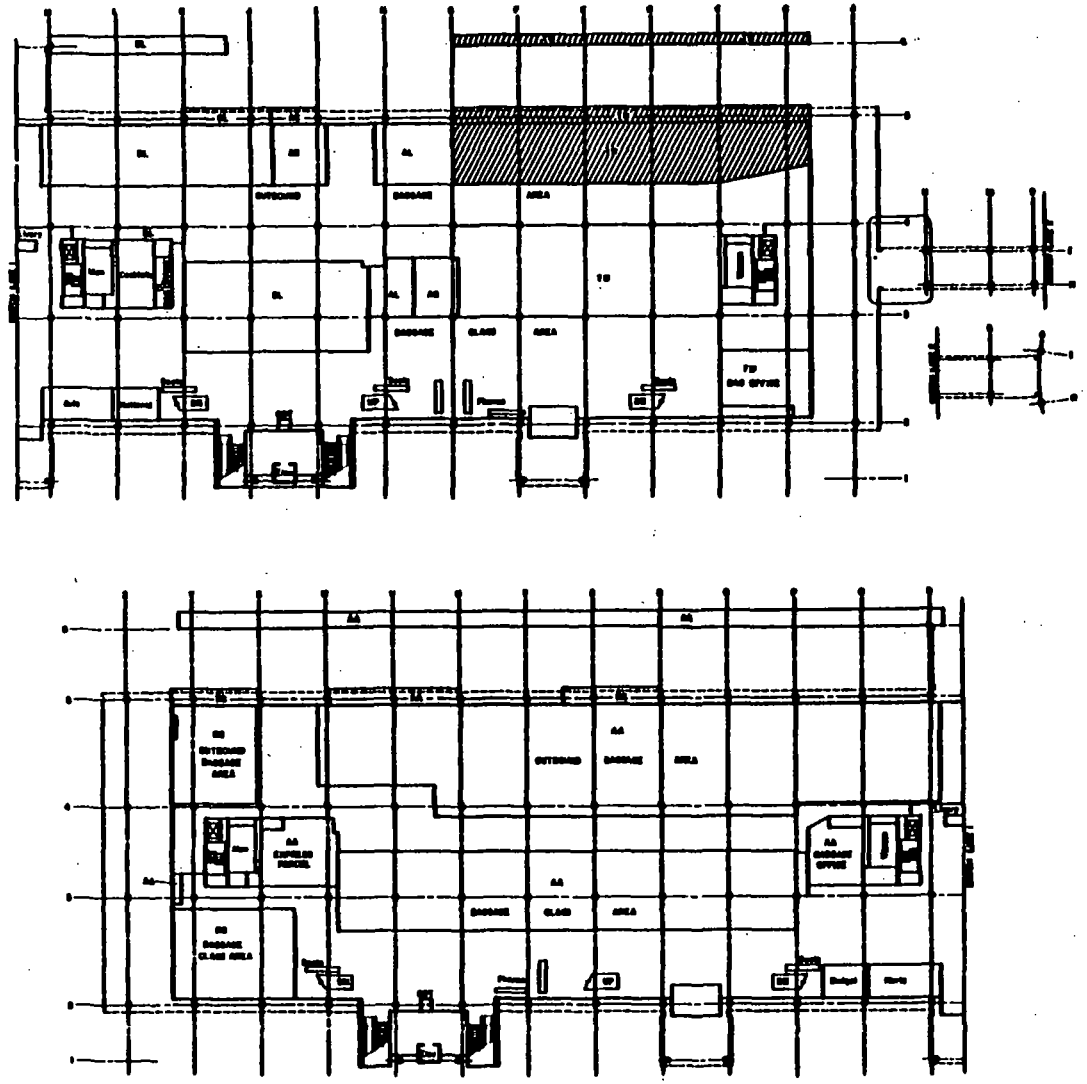
O'HARE ASSOCIATES Supervising Consultant LANDRUM & BROWN Aviation Consultant

**TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES**

EXHIBIT J

# AIRLINES OUTBOUND BAGGAGE AREA

**(First Floor Terminal 3)**



DRAWING 8

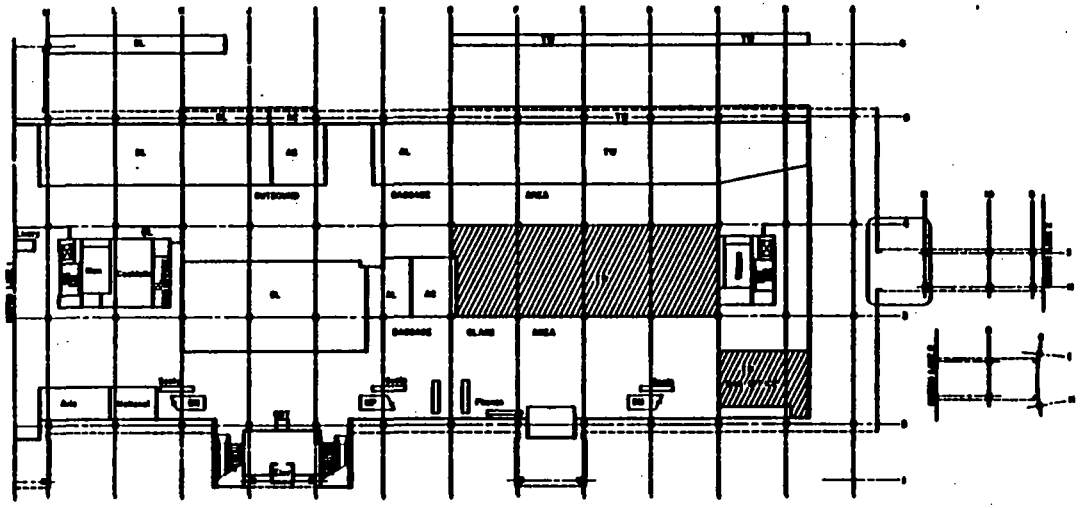
CHICAGO O'HARE INTERNATIONAL AIRPORT

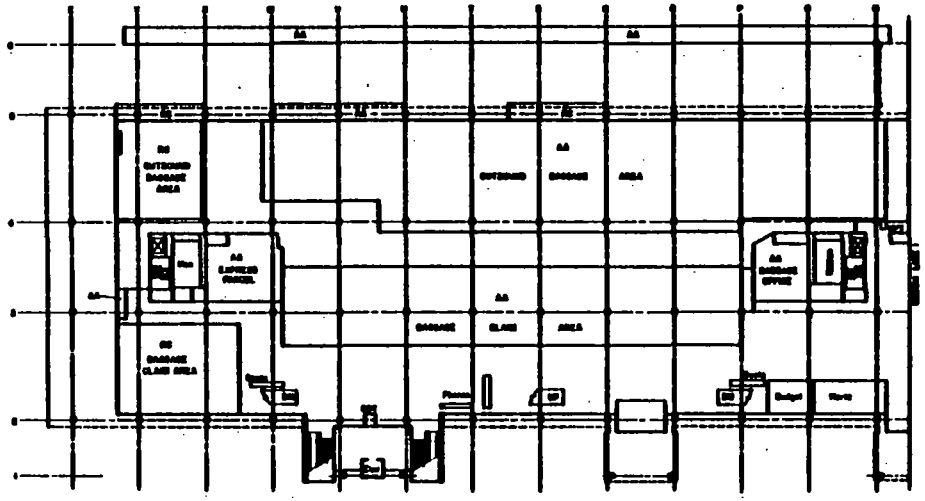
City of Chicago Jane M. Byrne Mayor Thomas Hapgood Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Construction Consultants
LANDRUM & BROWN
Aviation Consultants

**TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES**

EXHIBIT J





# AIRLINES BAGGAGE CLAIM AREA

**(First Floor Terminal 3)**

DRAWING #

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kopecki 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

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.

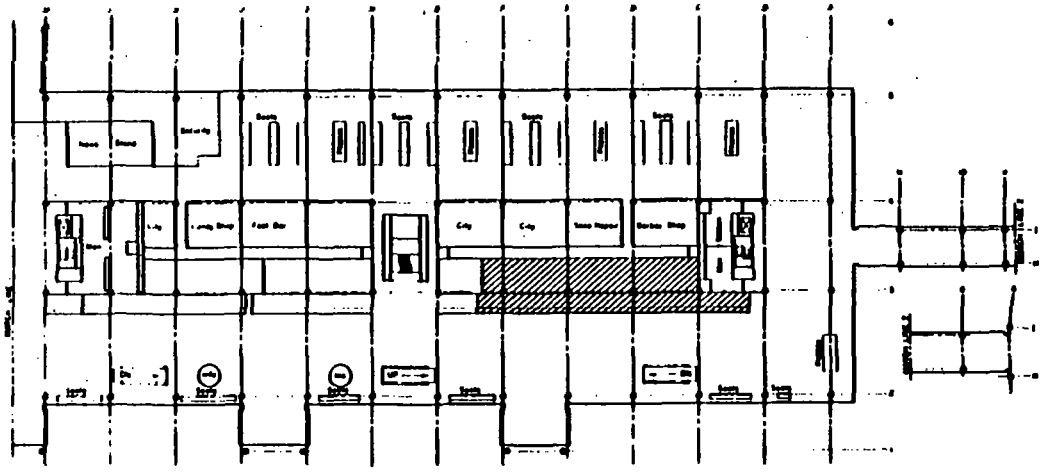
(b) City and Airline agree that the exact configuration of the Exclusive Use Premises is subject to changes and refinements prior to Airline's Date of Beneficial Occupancy with regard thereto, which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made and all necessary construction drawings are completed, appropriate amendment shall be made to this Exhibit J-1.

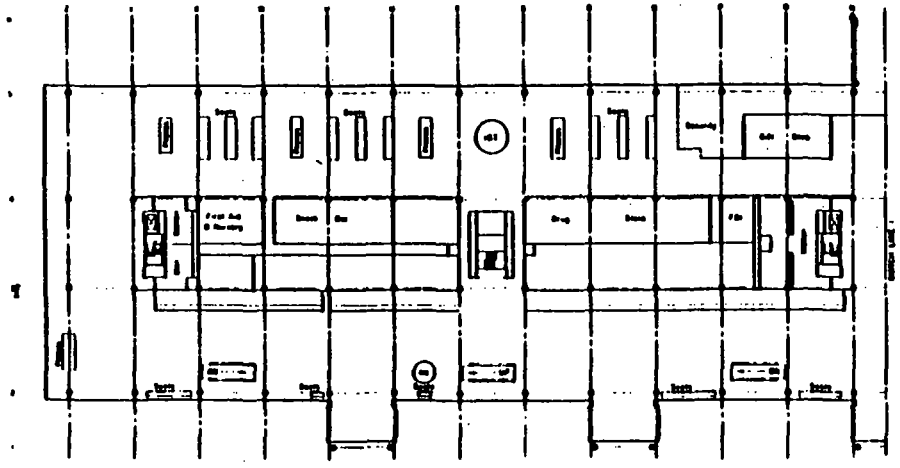
(c) Airline agrees that at any time prior to the Date of Beneficial Occupancy for Airline's Phase II Exclusive Use Premises, it shall be willing and shall continuously offer to enter into a gate sharing arrangement for the airplane gate occupying the northernmost 128 linear feet on the western face of 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

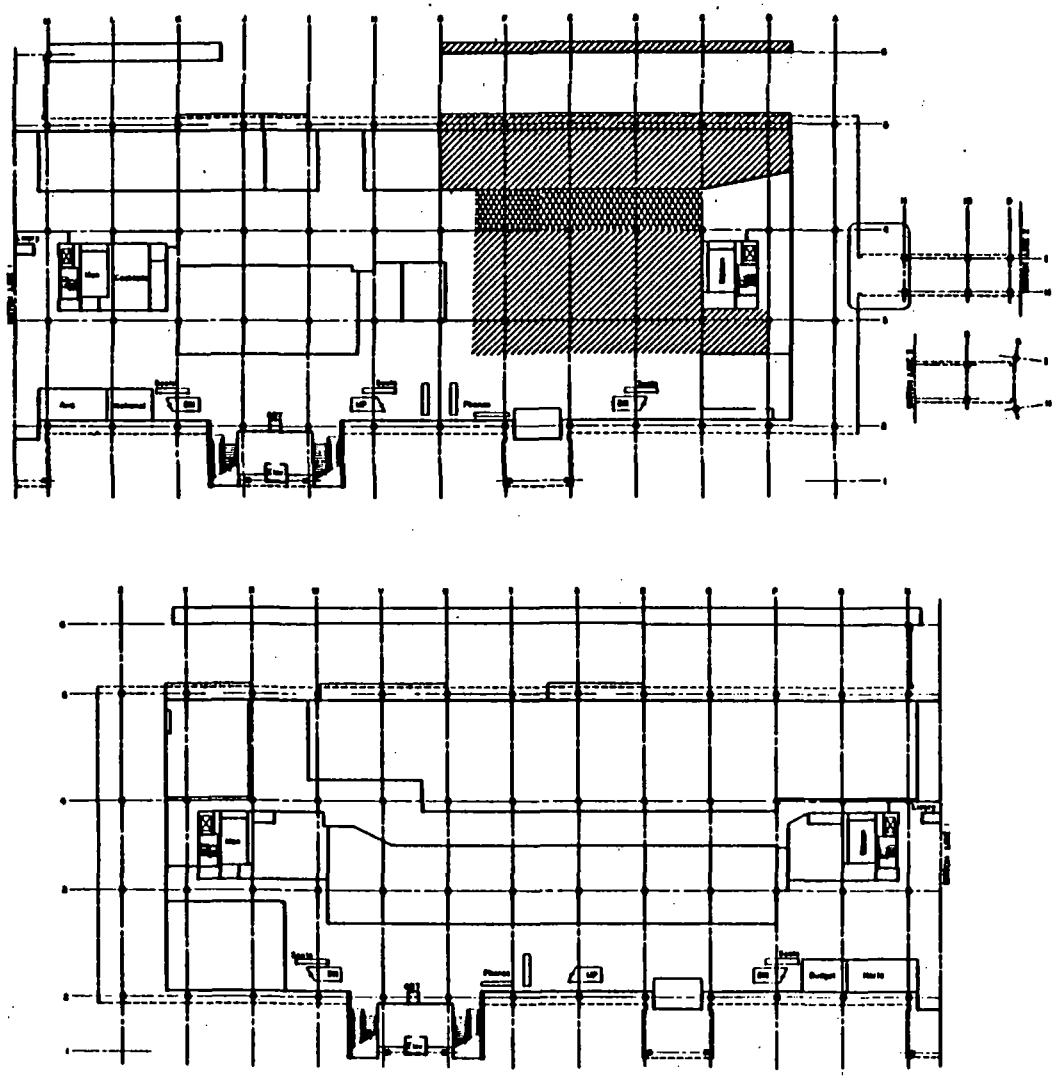
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M Byrne Mayor Thomas Rapsas Commissioner of Aviation Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1




**TERMINAL 3 FIRST LEVEL**

DRAWING 2

CHICAGO O'HARE INTERNATIONAL AIRPORT

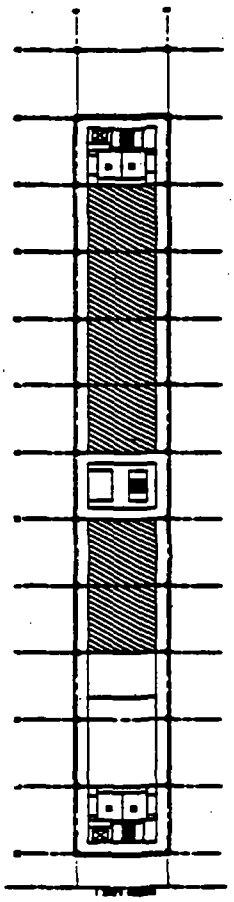
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

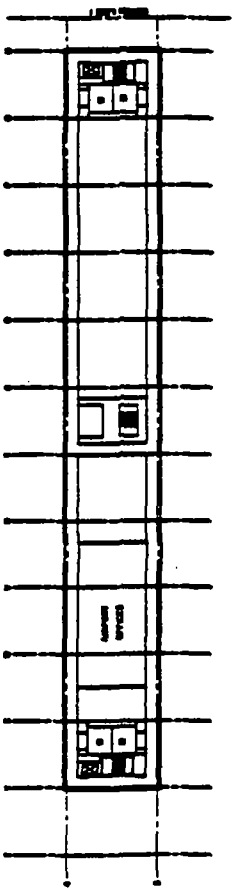
O'HARE ASSOCIATES
Planning Consultants
LANDRUM & BROWN
Aviation Consultants

TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J--1

TERMINAL 3 MEZZANINE
DRAWING 9

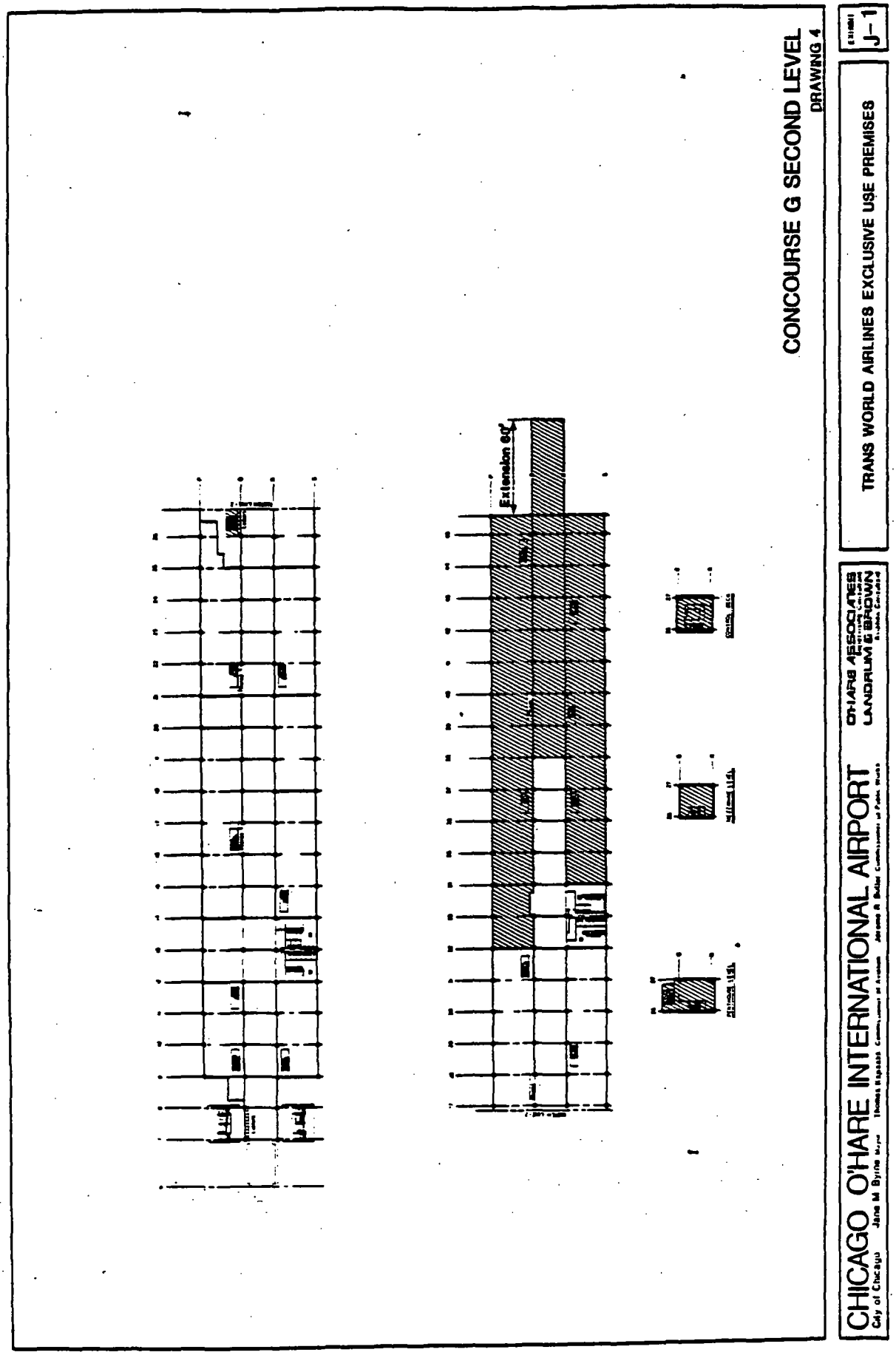




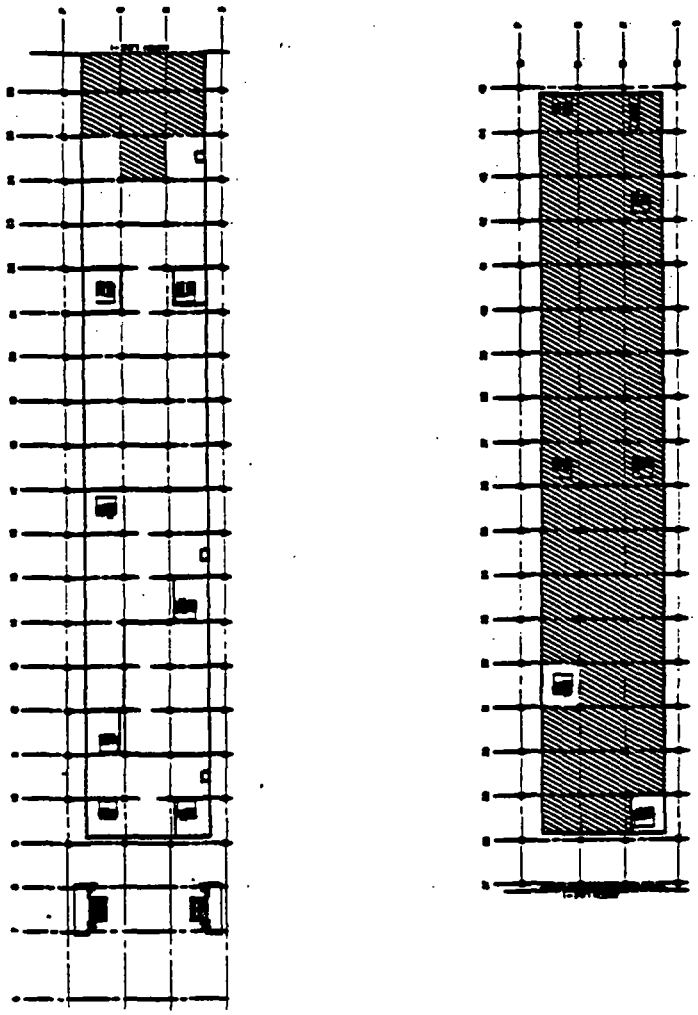
TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN


CONCOURSE G SECOND LEVEL
DRAWING 4
Extension 60'
TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
Jane M Byrne Mayor
CHARLES ASSOCIATES
LANDRUM & BROWN

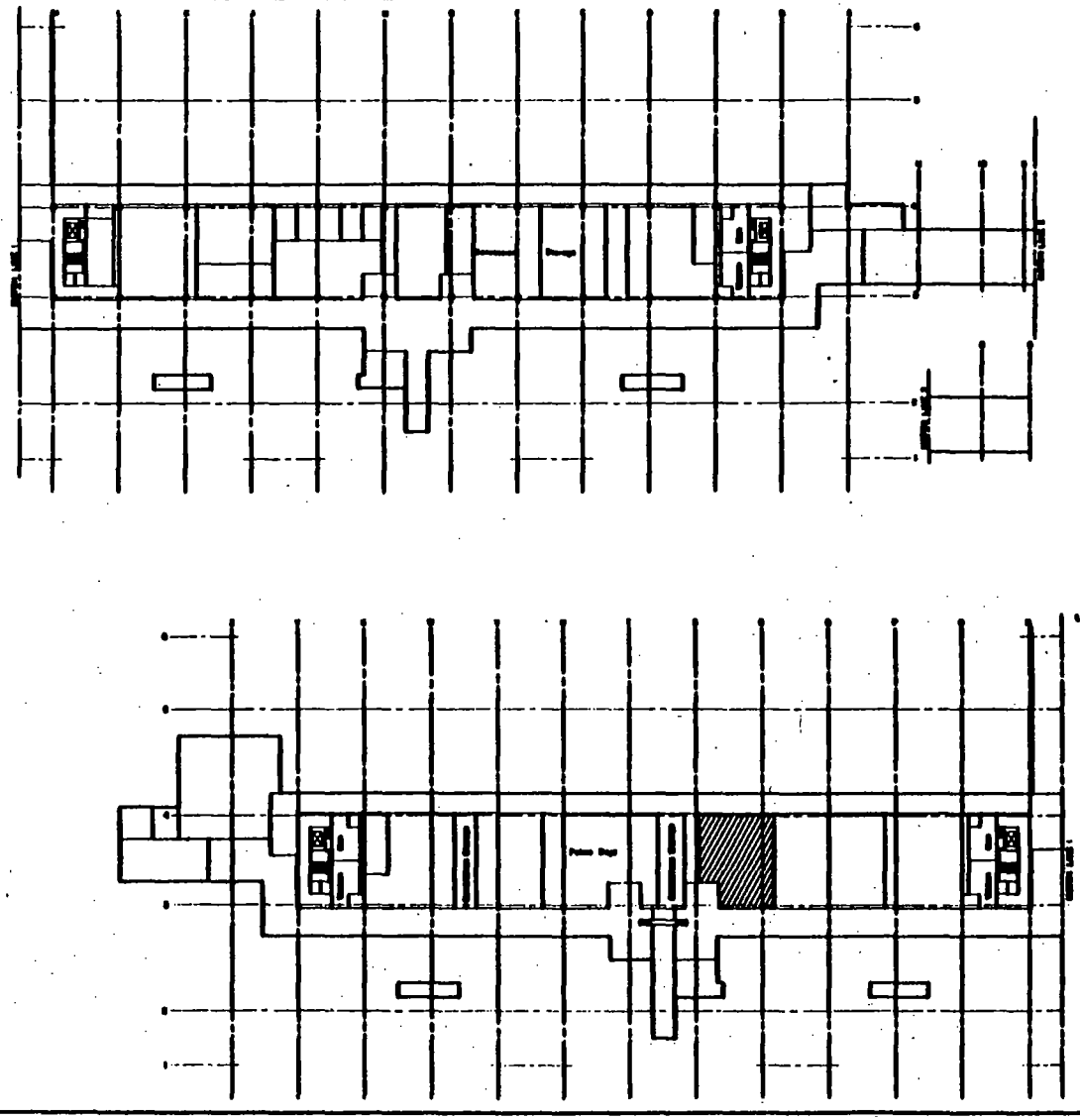
CONCOURSE G FIRST LEVEL
DRAWING 6



TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago

EXHIBIT J-1



**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

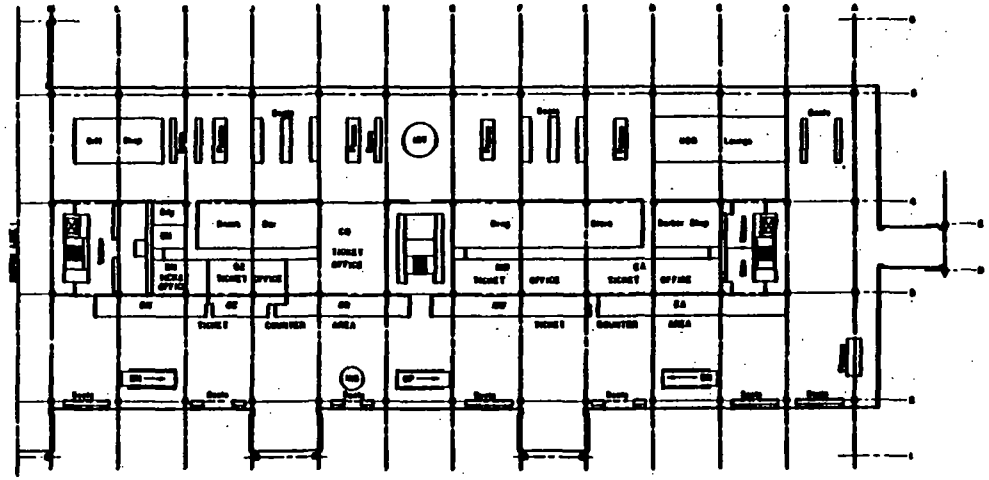
O'HARE ASSOCIATES
Engineering Consultant
LANDRUM & BROWN
Aviation Consultant

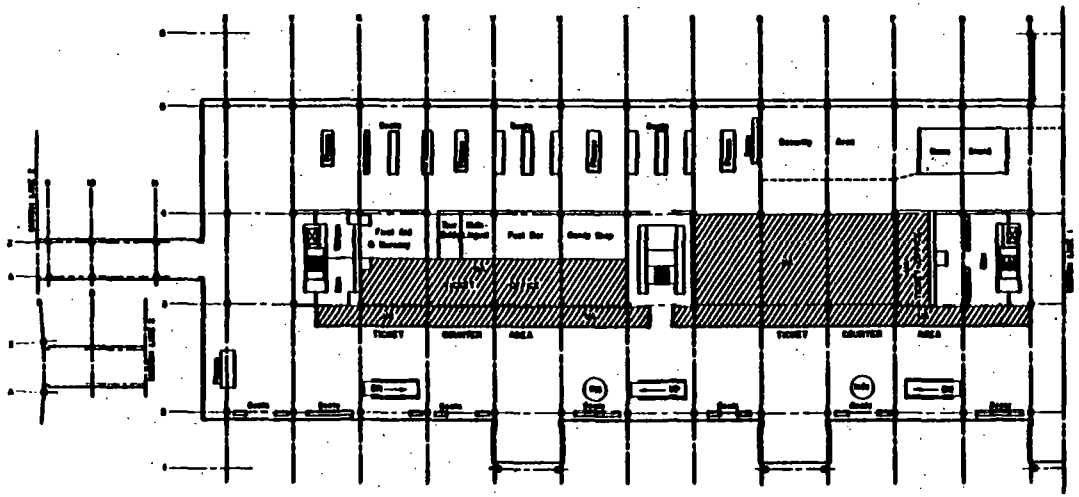
TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1

Journal pages 16106-16155 are a part of the agreement with United Airlines, Inc. only.

# AIRLINES TICKET AREA
**(Second Floor Terminal 2)**





DRAWING 1 1 of 2

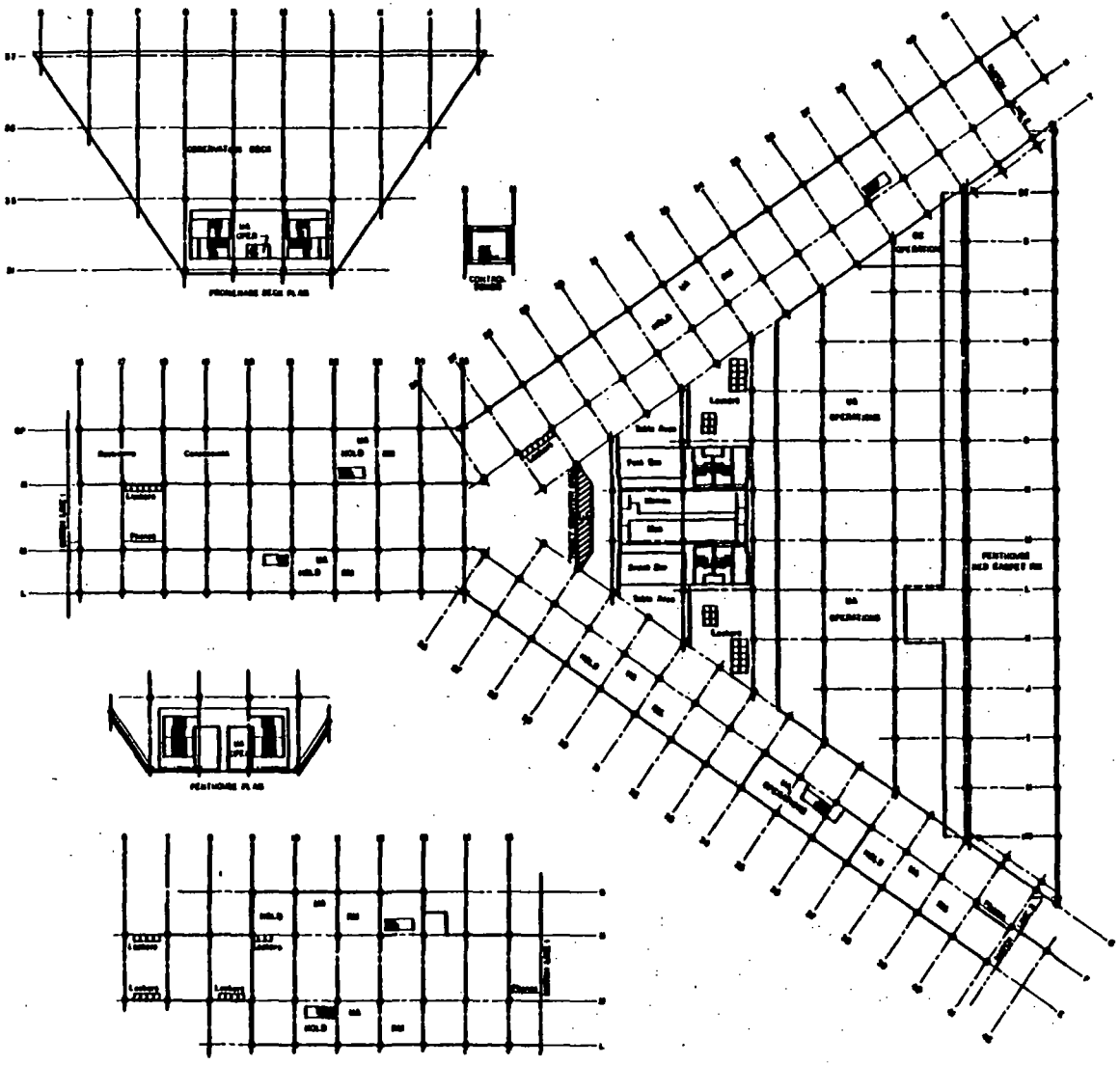
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Joint Venture 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
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

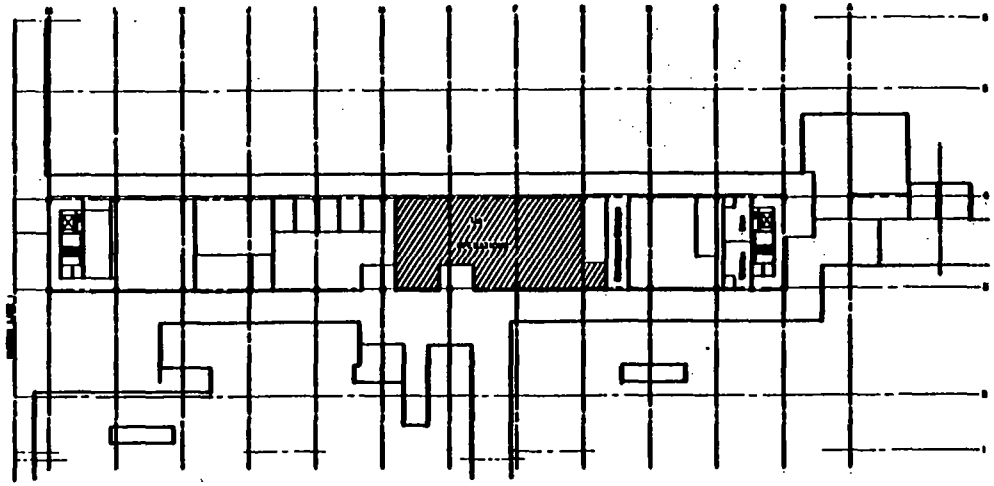
O'HARE ASSOCIATES
LANDRUM & BROWN

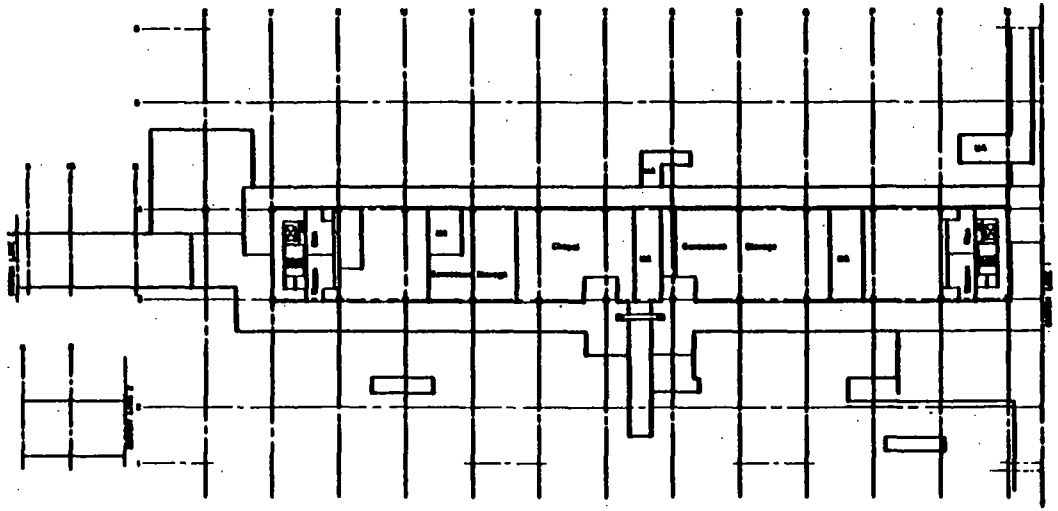
UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

# AIRLINES OPERATIONS AREA

**(Basement Floor Terminal 2)**





DRAWING 2 1 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

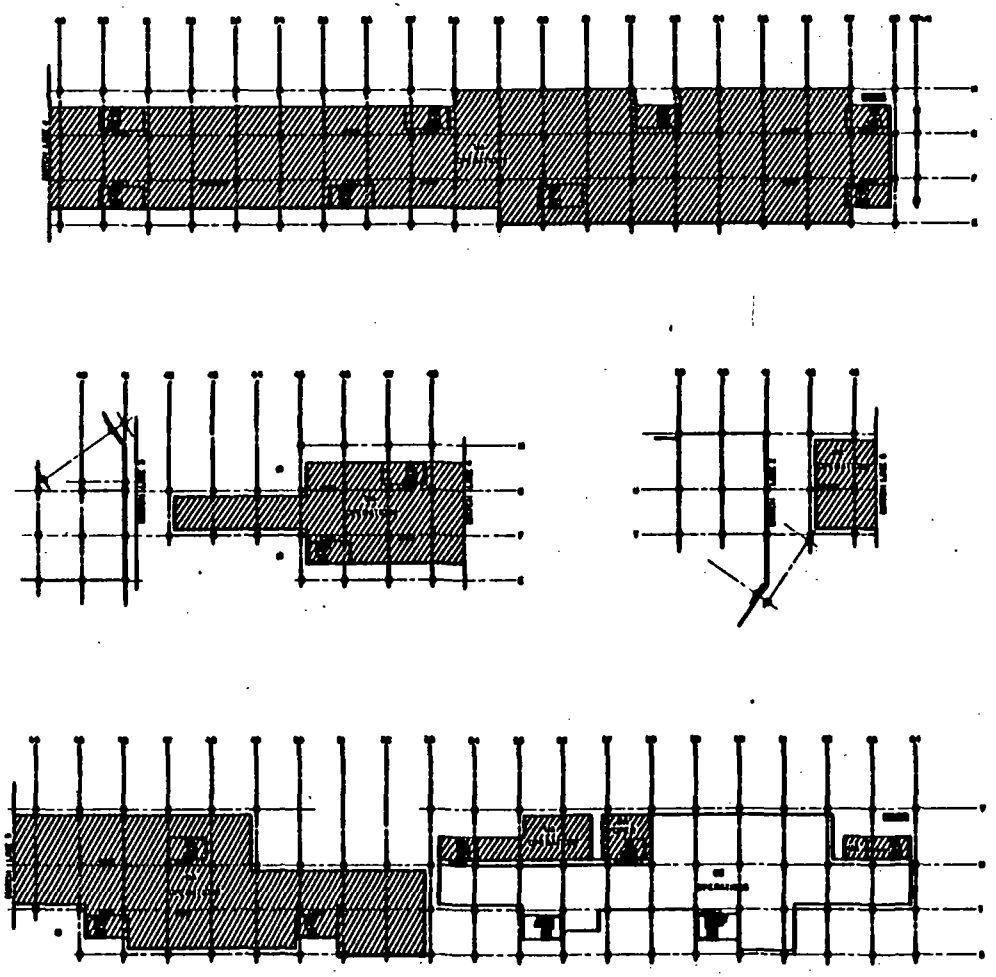
O'HARE ASSOCIATES Operating Consultant
LANDRUM & BROWN Aviation Consultant

**UNITED AIRLINES EXCLUSIVE USE PREMISES**

EXHIBIT J

# AIRLINES OPERATIONS AREA

**(First Floor Concourse E-F)**



DRAWING 2 2 of 6

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapostlo Commissioner of Aviation Jerome A. Butler Commissioner of Public Works

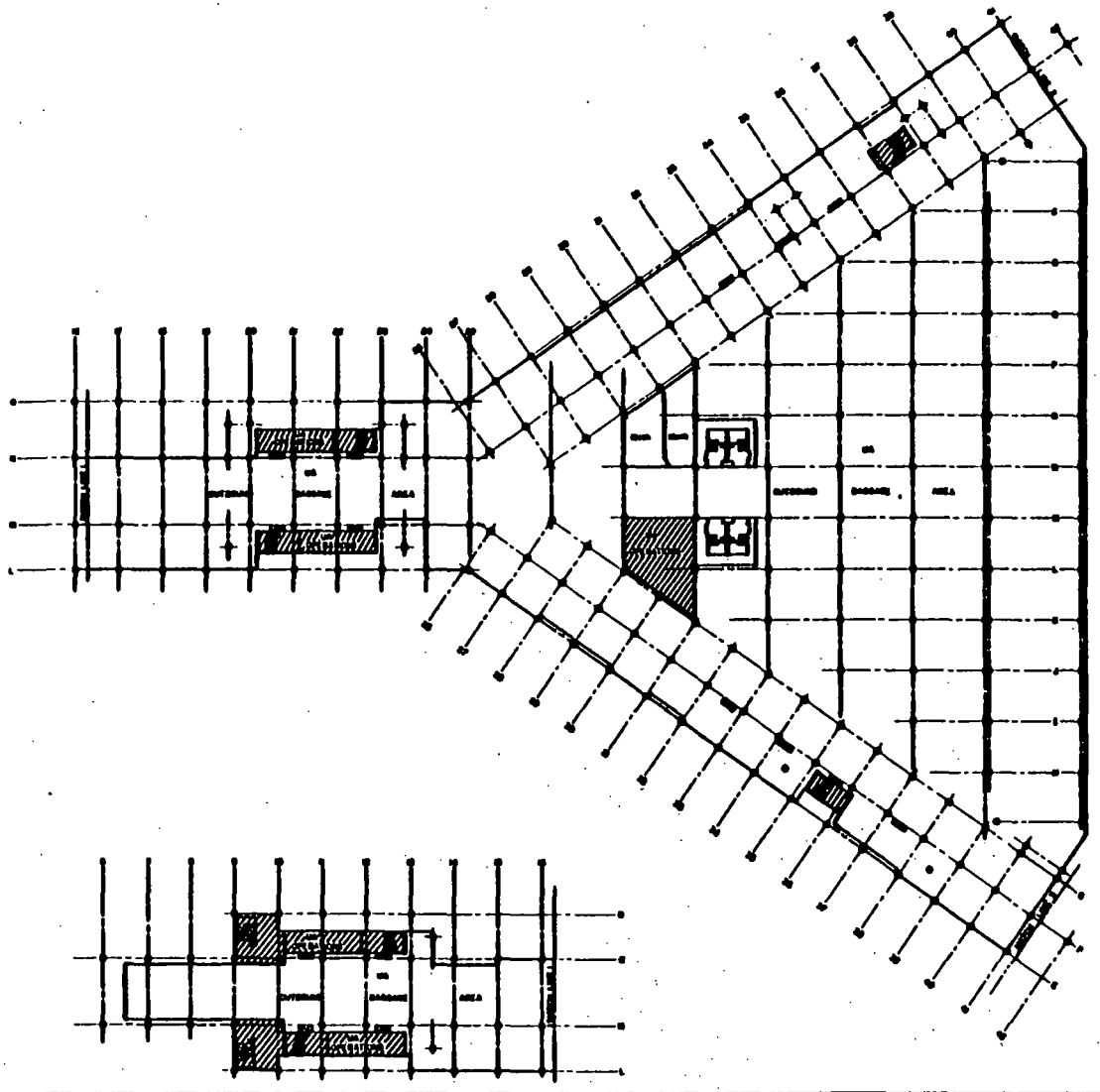
O'HARE ASSOCIATES Supervising Consultant LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

# AIRLINES OPERATIONS AREA

**(First Floor Concourse E-F)**



DRAWING 2 9 of 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

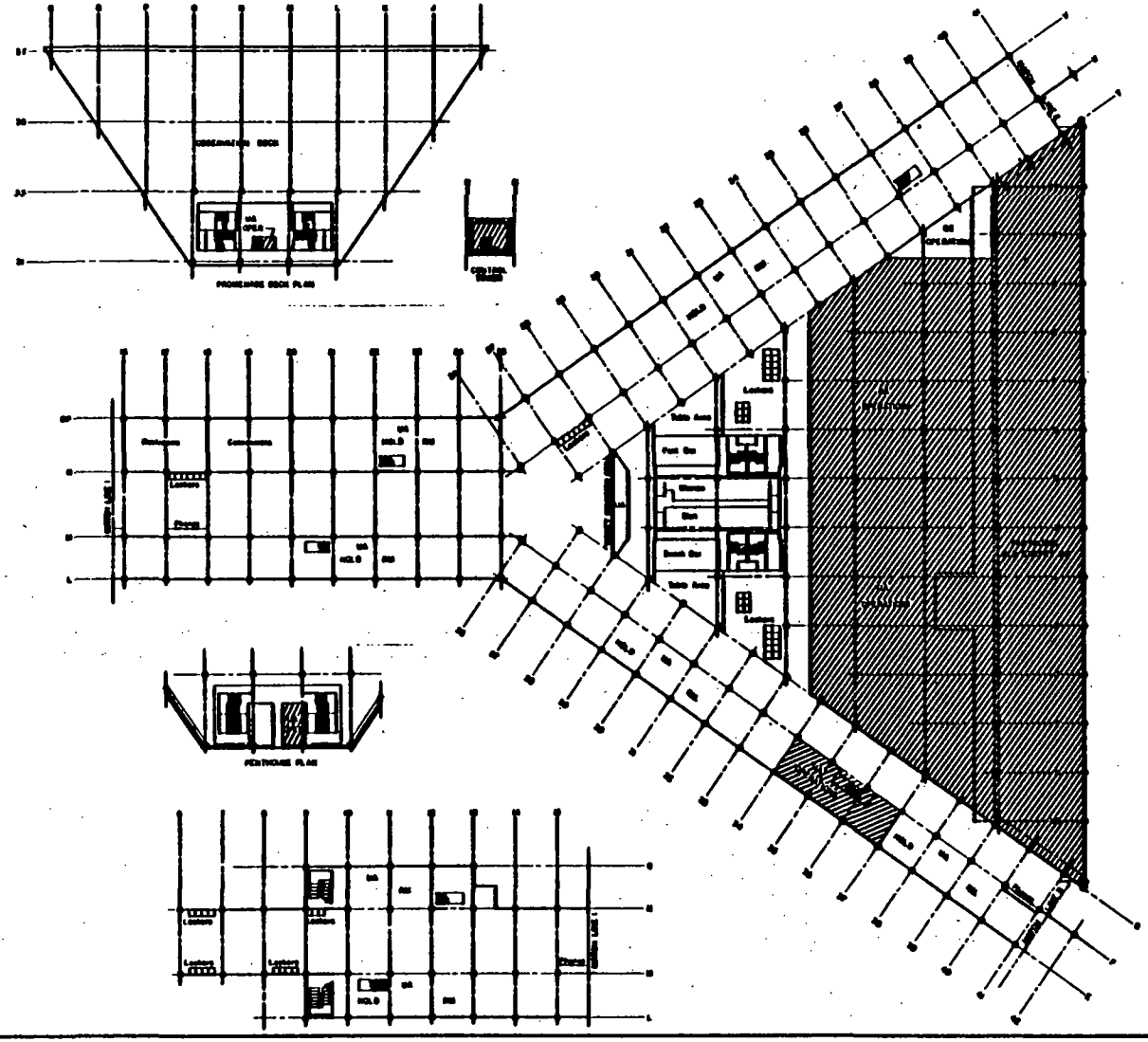
O'HARE ASSOCIATES
LANDRUM & BROWN

**UNITED AIRLINES EXCLUSIVE USE PREMISE**

EXHIBIT J

# AIRLINES OPERATIONS AREA

**(Second Floor Concourse E-F)**



DRAWING 2 4 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

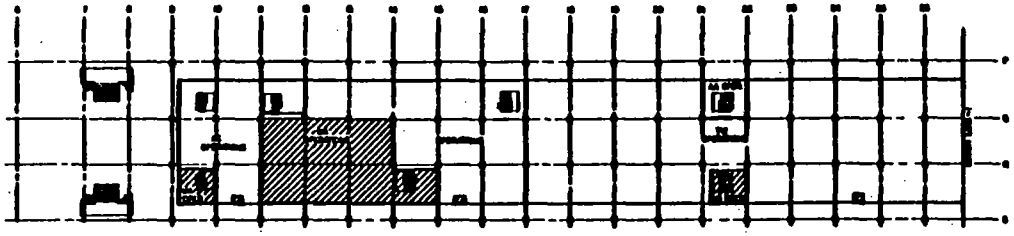
O'HARE ASSOCIATES
LANDRUM & BROWN

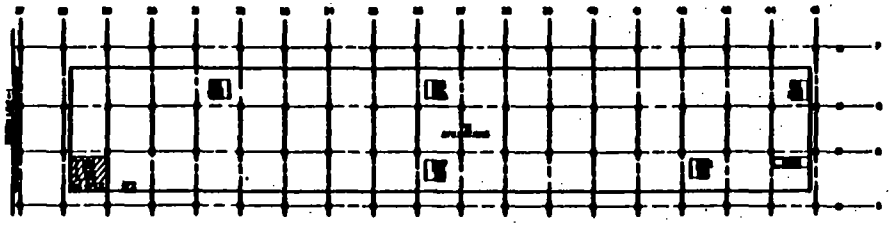
**UNITED AIRLINES EXCLUSIVE USE PREMISES**

EXHIBIT J

# AIRLINES OPERATIONS AREA

**(First Floor Concourse G)**





DRAWING 2 5 of 5

CHICAGO O'HARE INTERNATIONAL AIRPORT

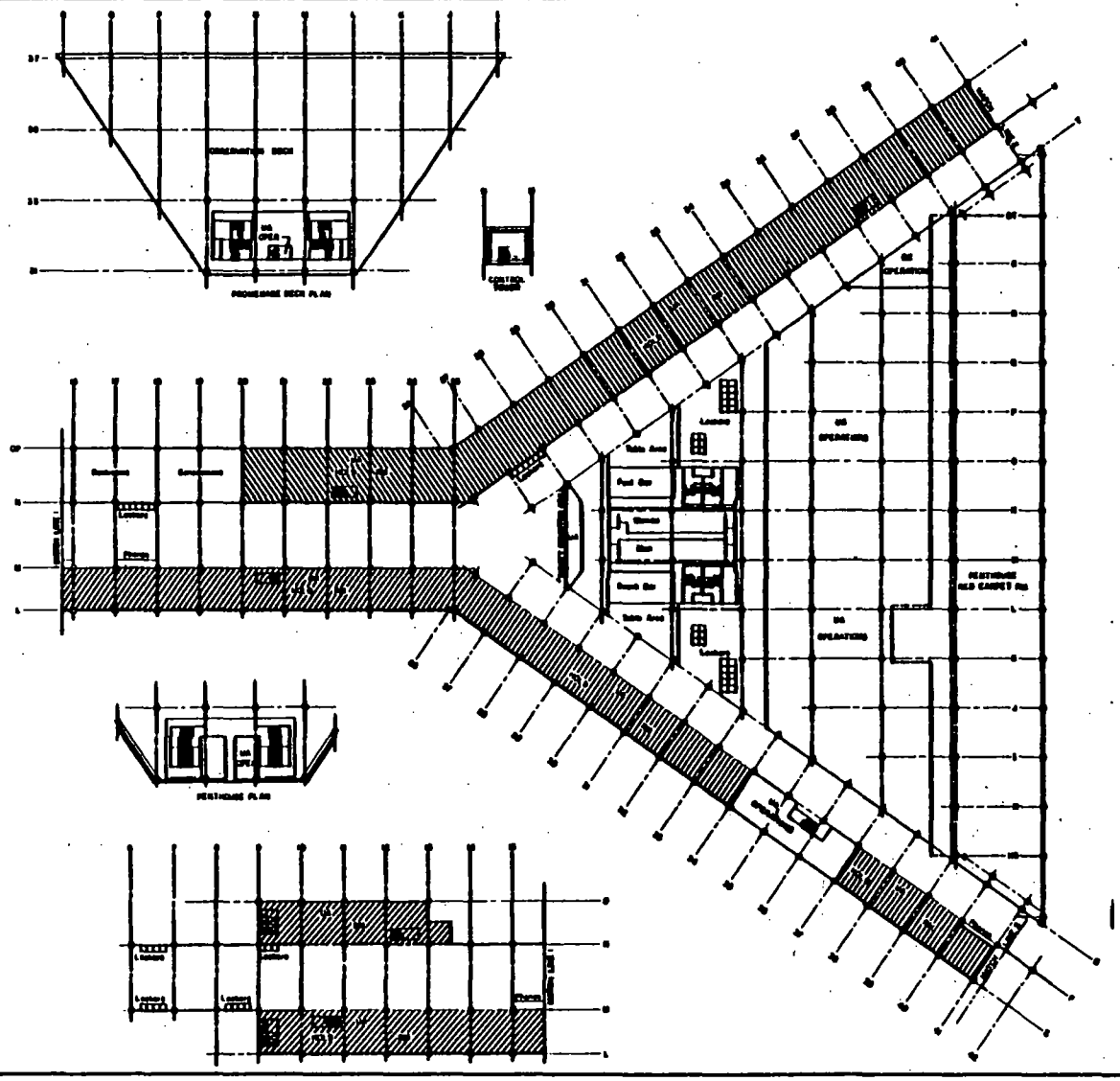
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Operating Consultant
LANDRUM & BROWN Aviation Consultant

**UNITED AIRLINES EXCLUSIVE USE PREMISES**

EXHIBIT J

# AIRLINES HOLD AREA
## (Second Floor Concourse E-F)



DRAWING 8 1 of 2

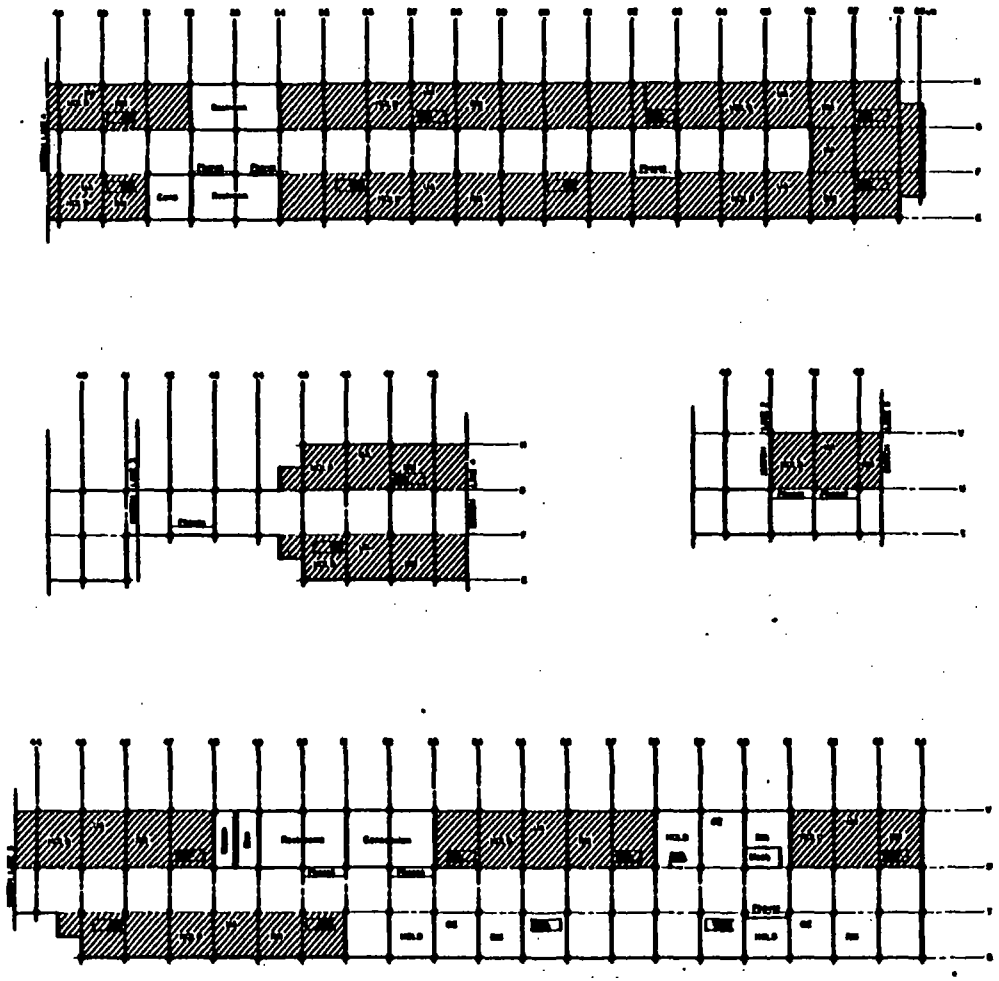
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kappelle Commissioner of Aviation Jerome B. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

# AIRLINES HOLD AREA
## (Second Floor Concourse E-F)



DRAWING 8 2 of 8

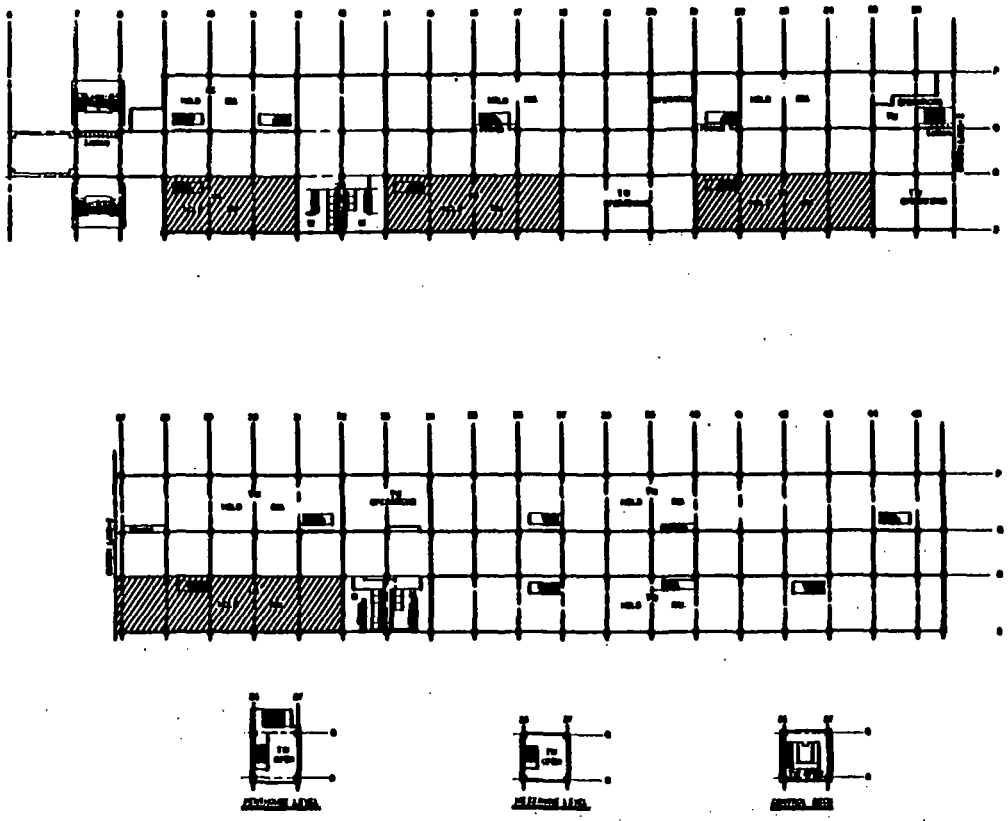
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

# AIRLINES HOLD AREA
## (Second Floor Concourse G)



DRAWING 8 8 of 8

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Rapello Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

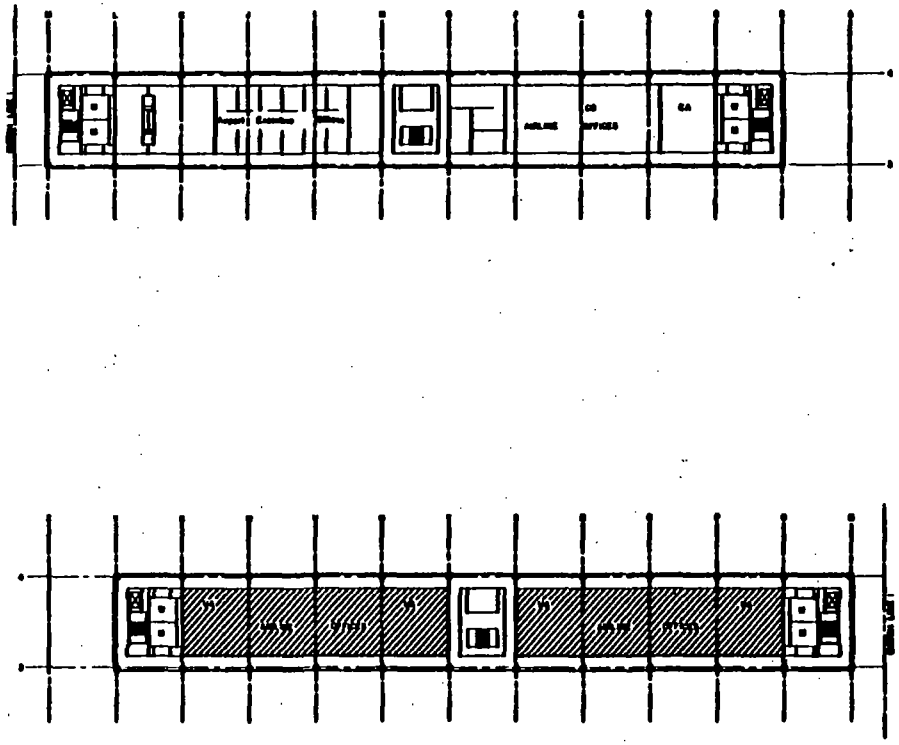
O'HARE ASSOCIATES
LANDRUM & BROWN

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

# AIRLINES MEZZANINE AREA

**(Mezzanine Level Terminal 2)**



DRAWING 4 1 OF 8

CHICAGO O'HARE INTERNATIONAL AIRPORT

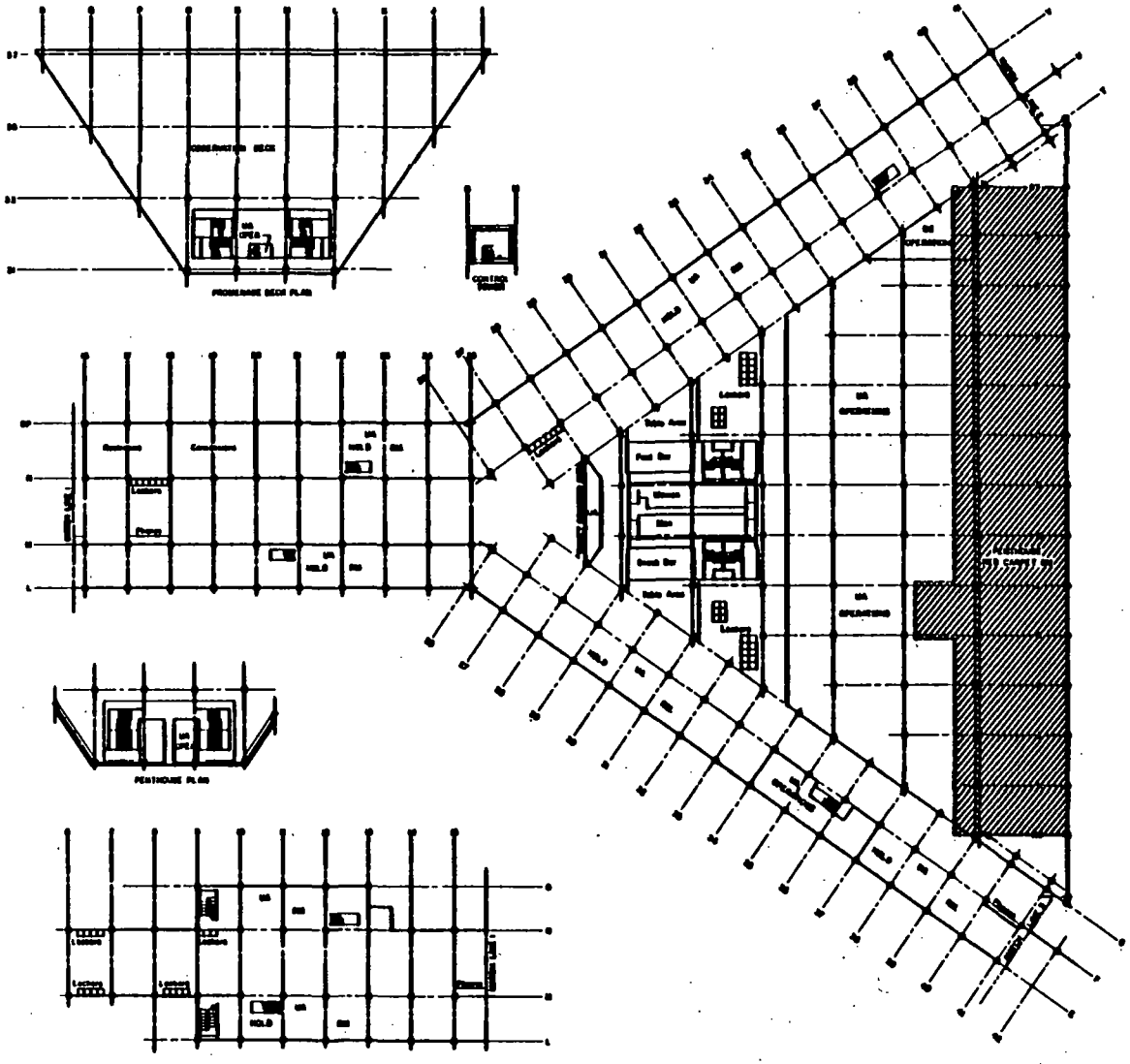
City of Chicago Jane M. Byrne Mayor Thomas Rapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Operating Consultant LANDRUM & BROWN Aviation Consultant

**UNITED AIRLINES EXCLUSIVE USE PREMISES**

EXHIBIT J

# AIRLINES MEZZANINE AREA
**(Mezzanine Level Terminal 2)**



DRAWING 4 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

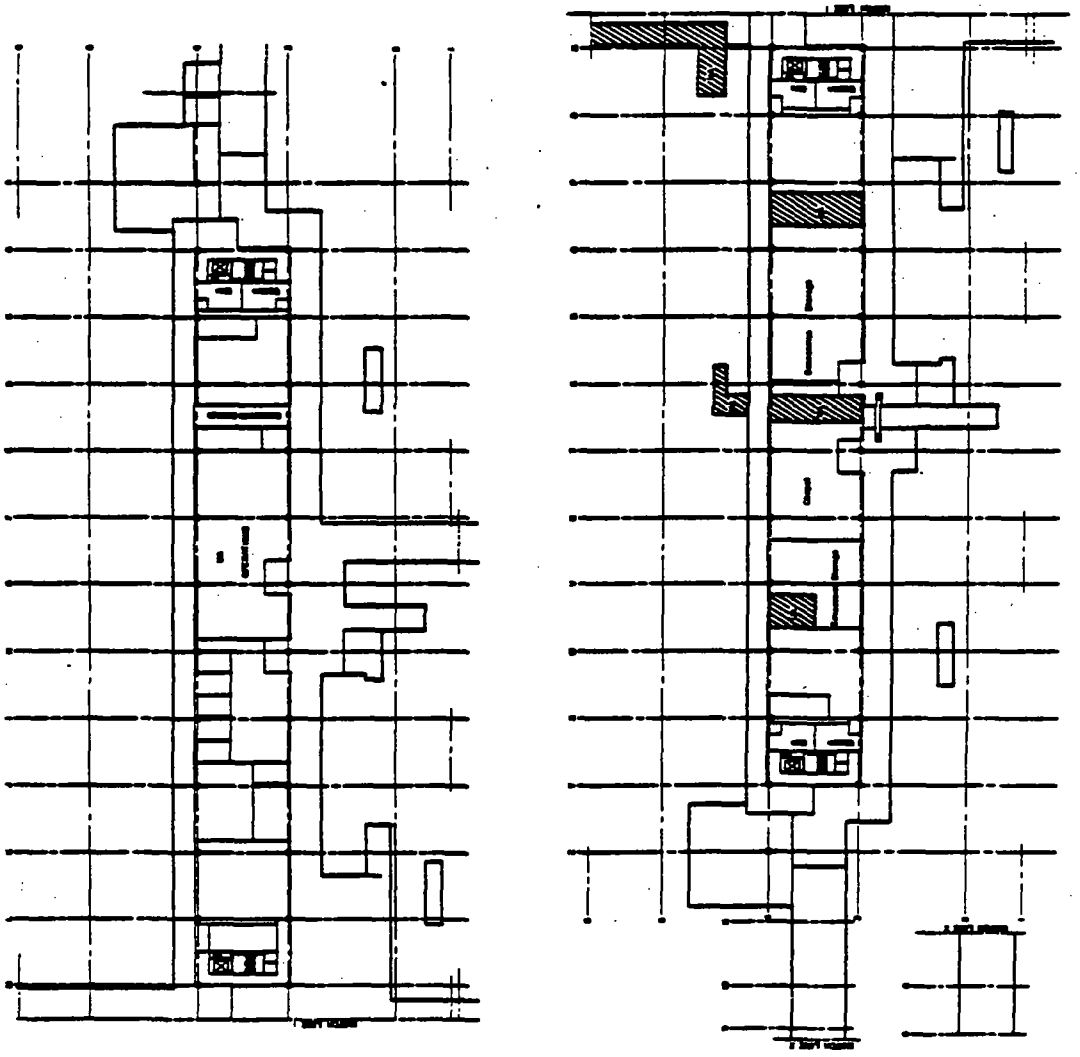
O'HARE ASSOCIATES
LANDRUM & BROWN

**UNITED AIRLINES EXCLUSIVE USE PREMISES**

EXHIBIT J

# AIRLINES OUTBOUND BAGGAGE AREA

(Basement Floor Terminal 2)



DRAWING 6

1 of 3

EXHIBIT J

UNITED AIRLINES EXCLUSIVE USE PREMISES

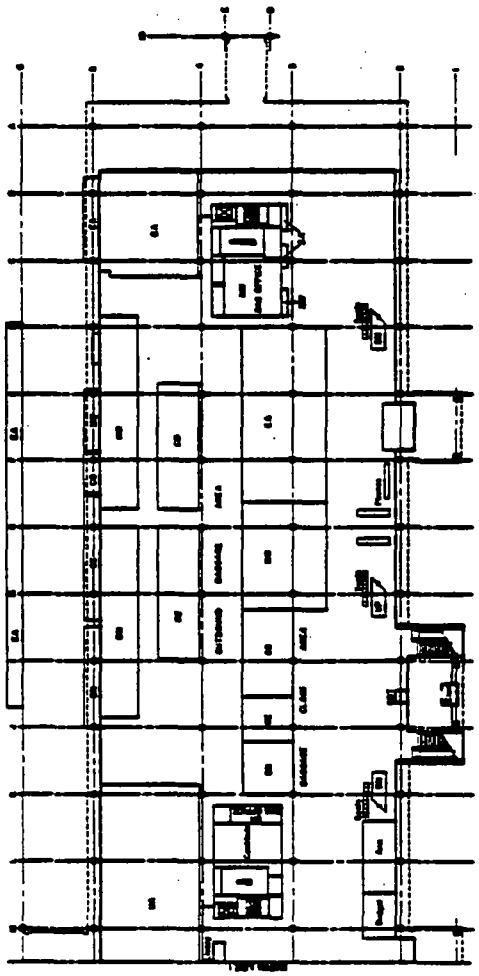
CHICAGO O'HARE INTERNATIONAL AIRPORT

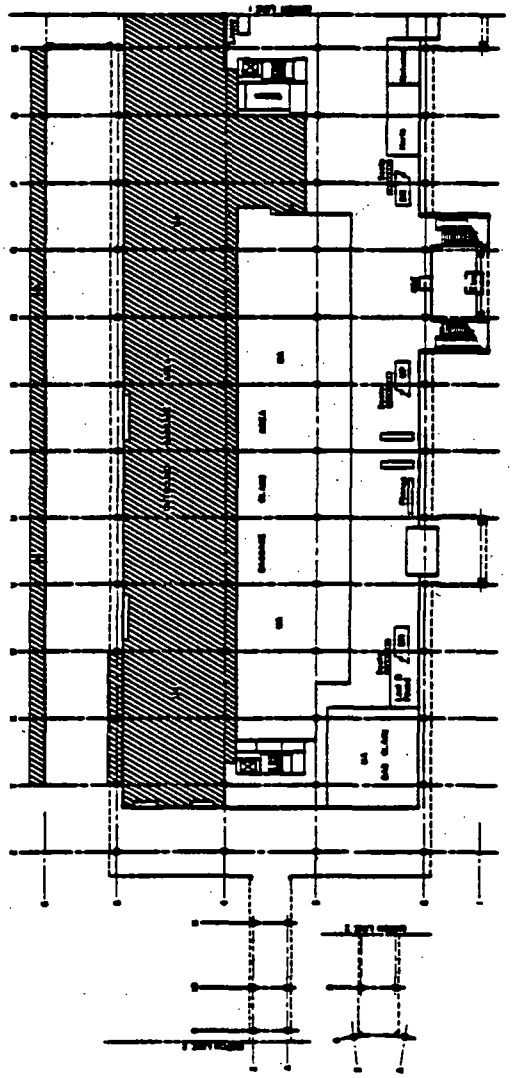
City of Chicago

EXHIBIT J

# AIRLINES OUTBOUND BAGGAGE AREA

(First Floor Terminal 2)





DRAWING 8 2 of 8

UNITED AIRLINES EXCLUSIVE USE PREMISES

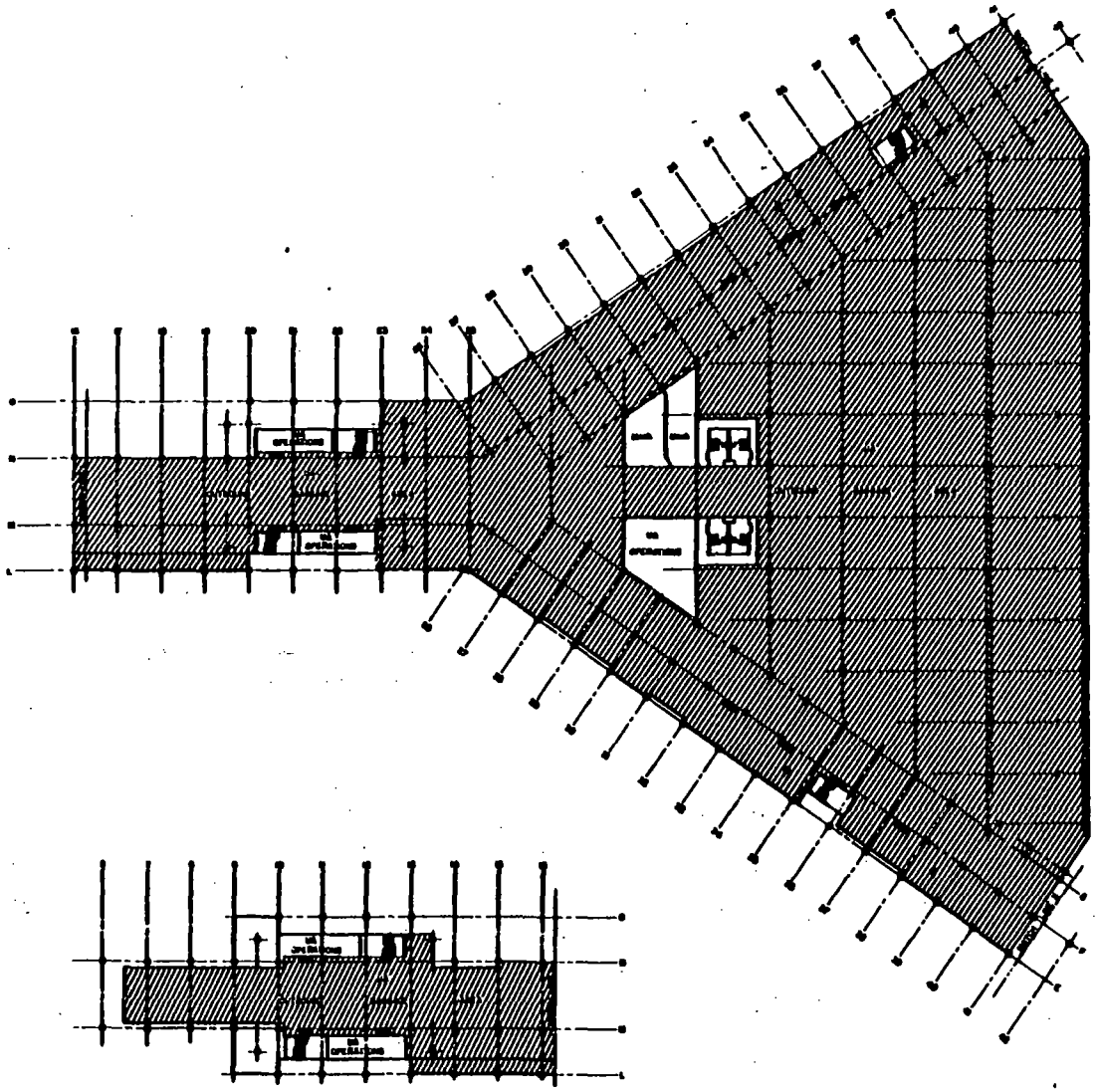
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Rogalski Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

# AIRLINES OUTBOUND BAGGAGE AREA

**(First Floor Concourse E-F)**



DRAWING 6 8 of 9

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome B. Butler Commissioner of Public Works

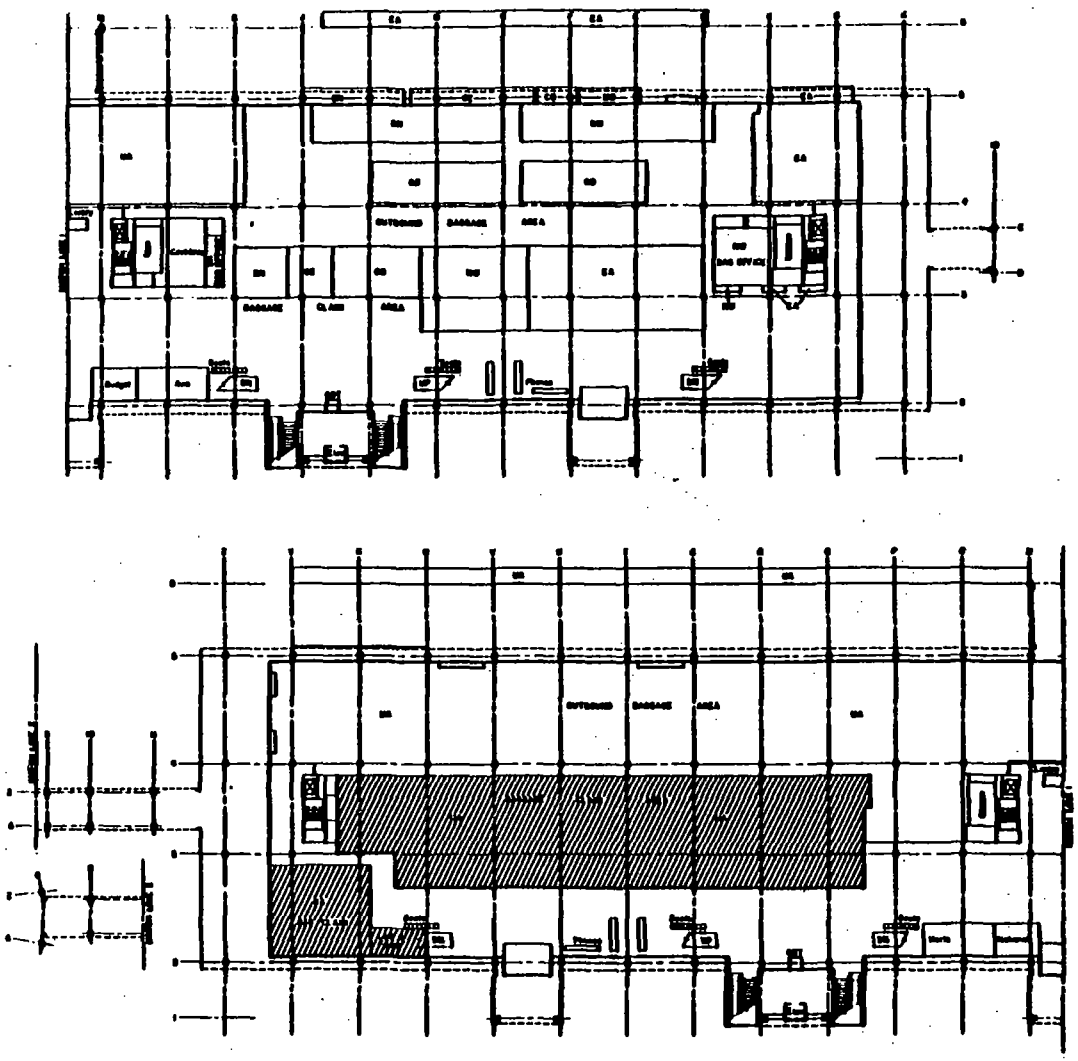
O'HARE ASSOCIATES Engineering Consultant LANDRUM & BROWN Aviation Consultant

**UNITED AIRLINES EXCLUSIVE USE PREMISES**

EXHIBIT J

# AIRLINES BAGGAGE CLAIM AREA

**(First Floor Terminal 2)**



DRAWING 8

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapoulis Commissioner of Aviation Jerome B. Butler Commissioner of Public Works

O'HARE ASSOCIATES Managing 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.

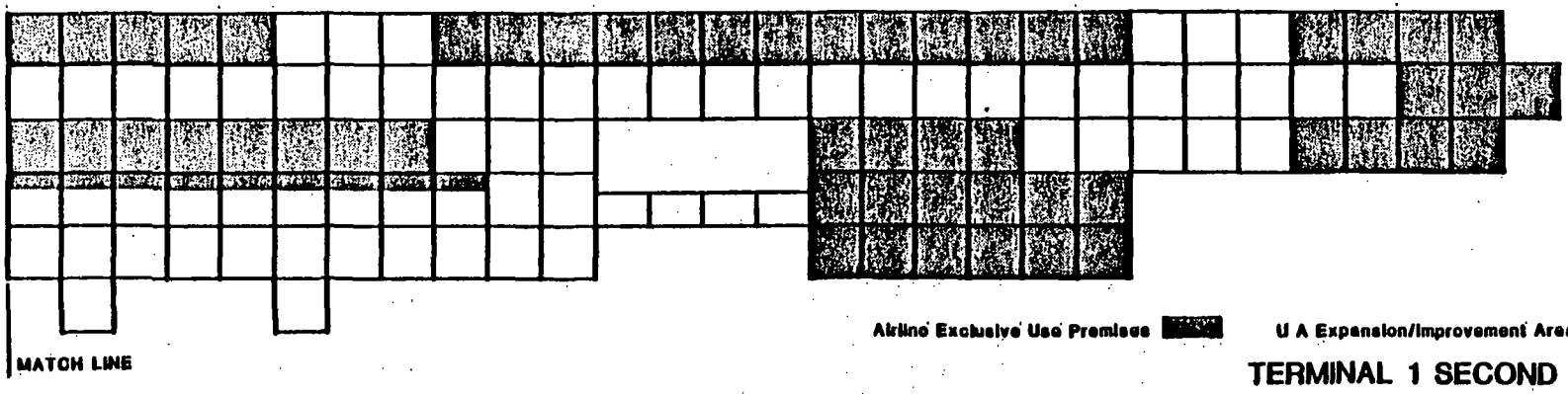
(iv) City and Airline agree that Airline, its employees and passengers will have the right to utilize any Public Use Premises in Terminal Buildings Nos. 1 and 2 required for reasonable ingress and egress with respect to Exclusive Use Premises of Airline in Concourse Building D, and City shall not take 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

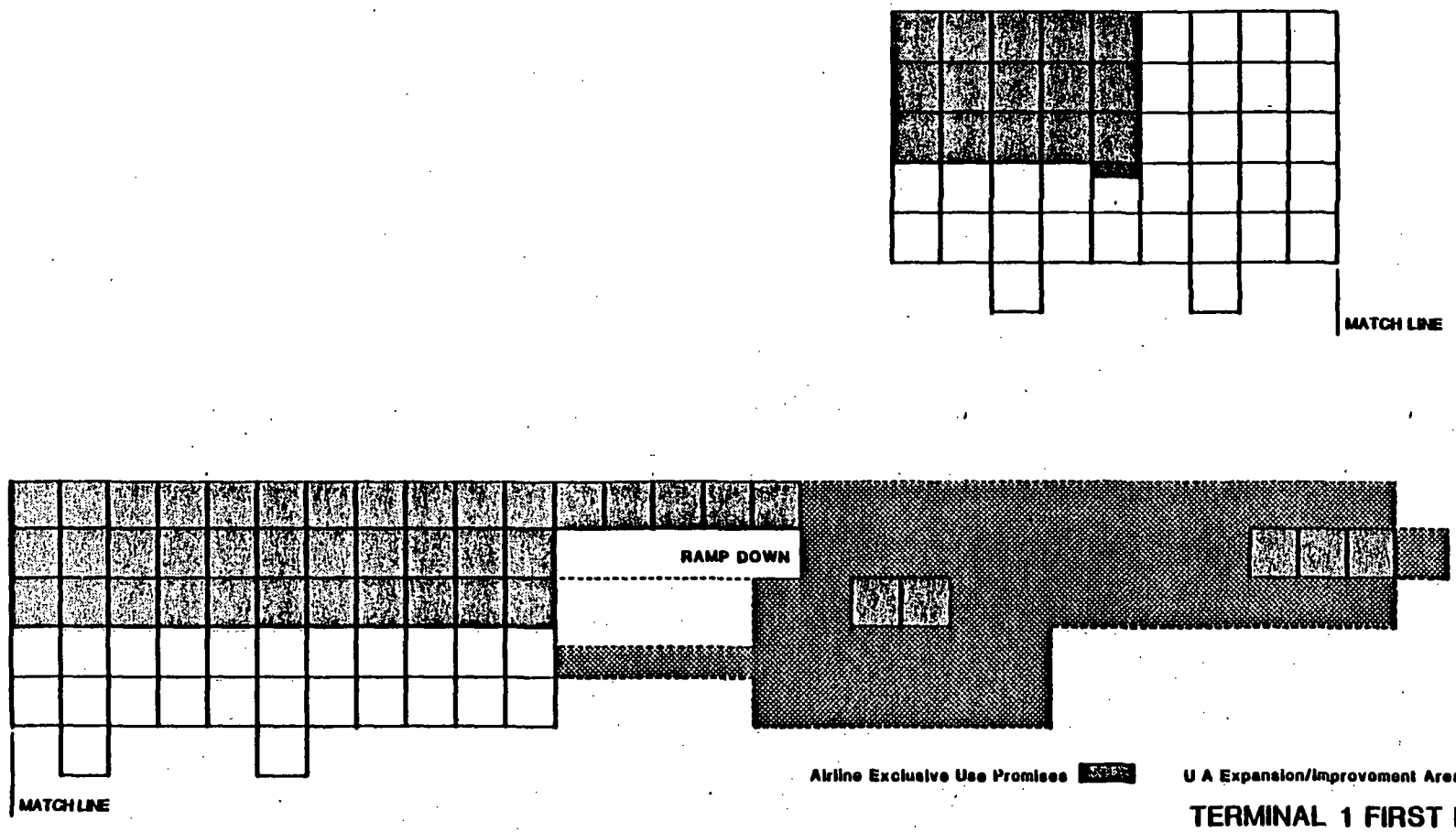
CHICAGO O'HARE INTERNATIONAL AIRPORT

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-1



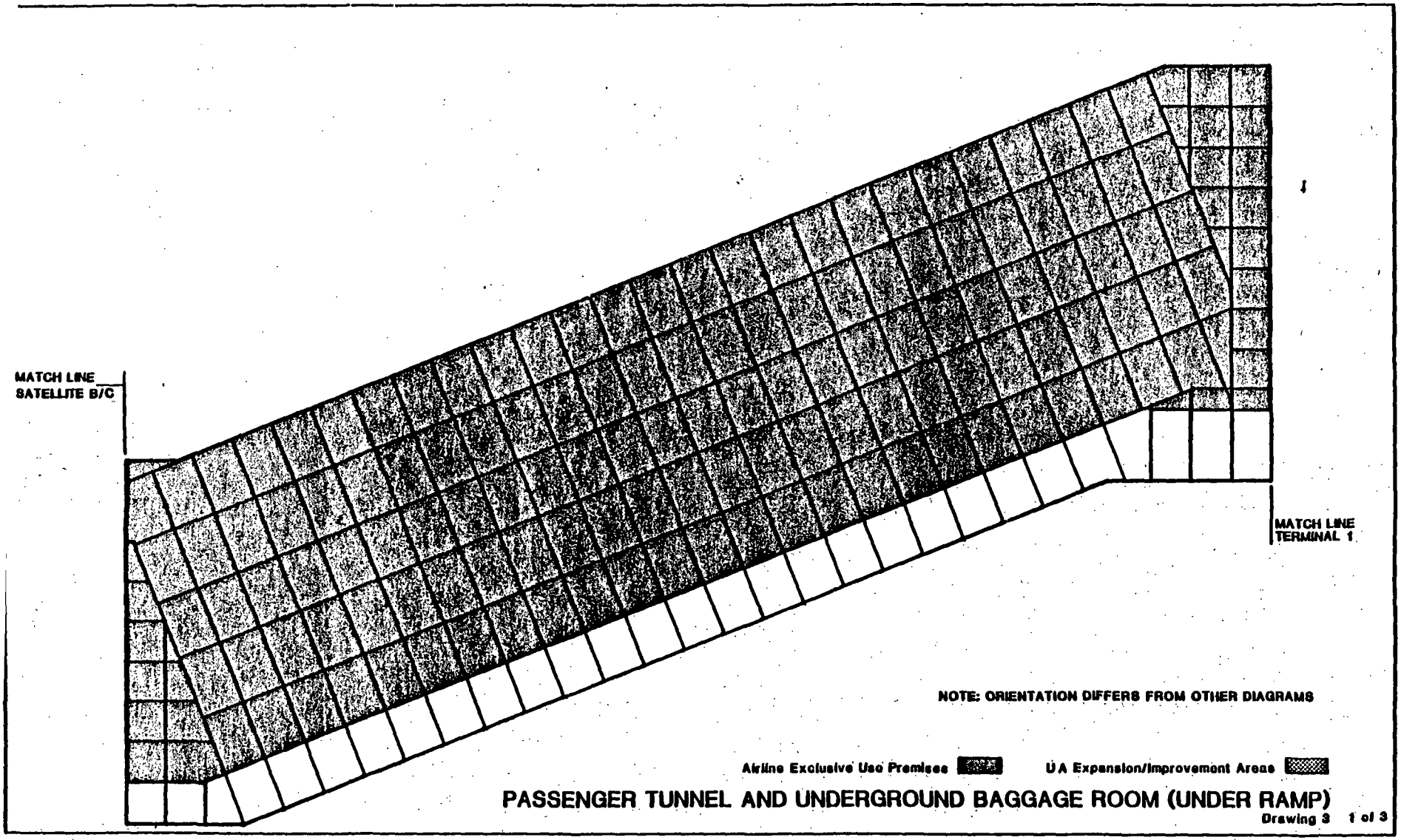

TERMINAL 1 FIRST LEVEL
Drawing 2

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-1




## PASSENGER TUNNEL AND UNDERGROUND BAGGAGE ROOM (UNDER RAMP)

Drawing 3 1 of 3

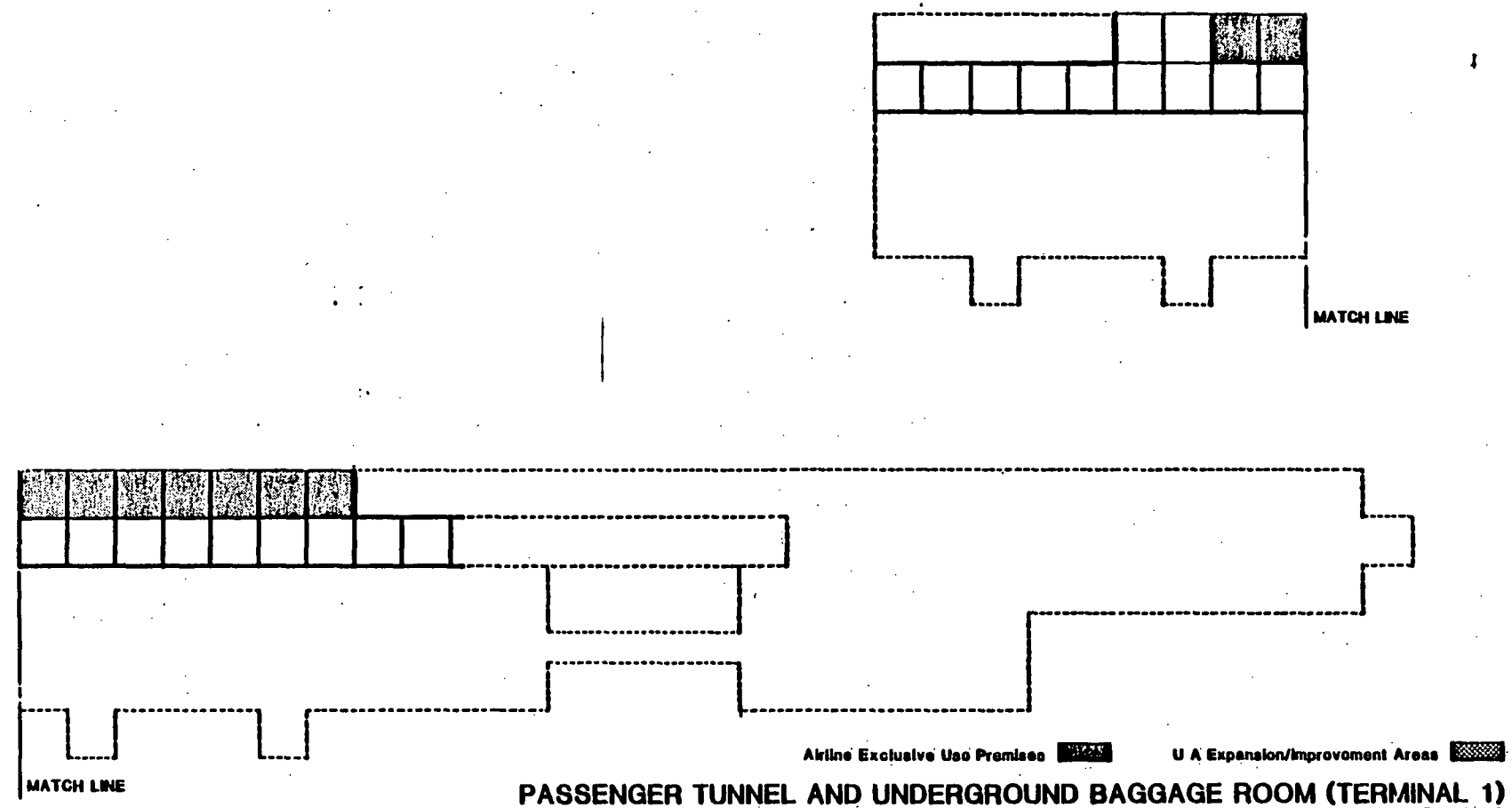
CHICAGO O'HARE INTERNATIONAL AIRPORT

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-1



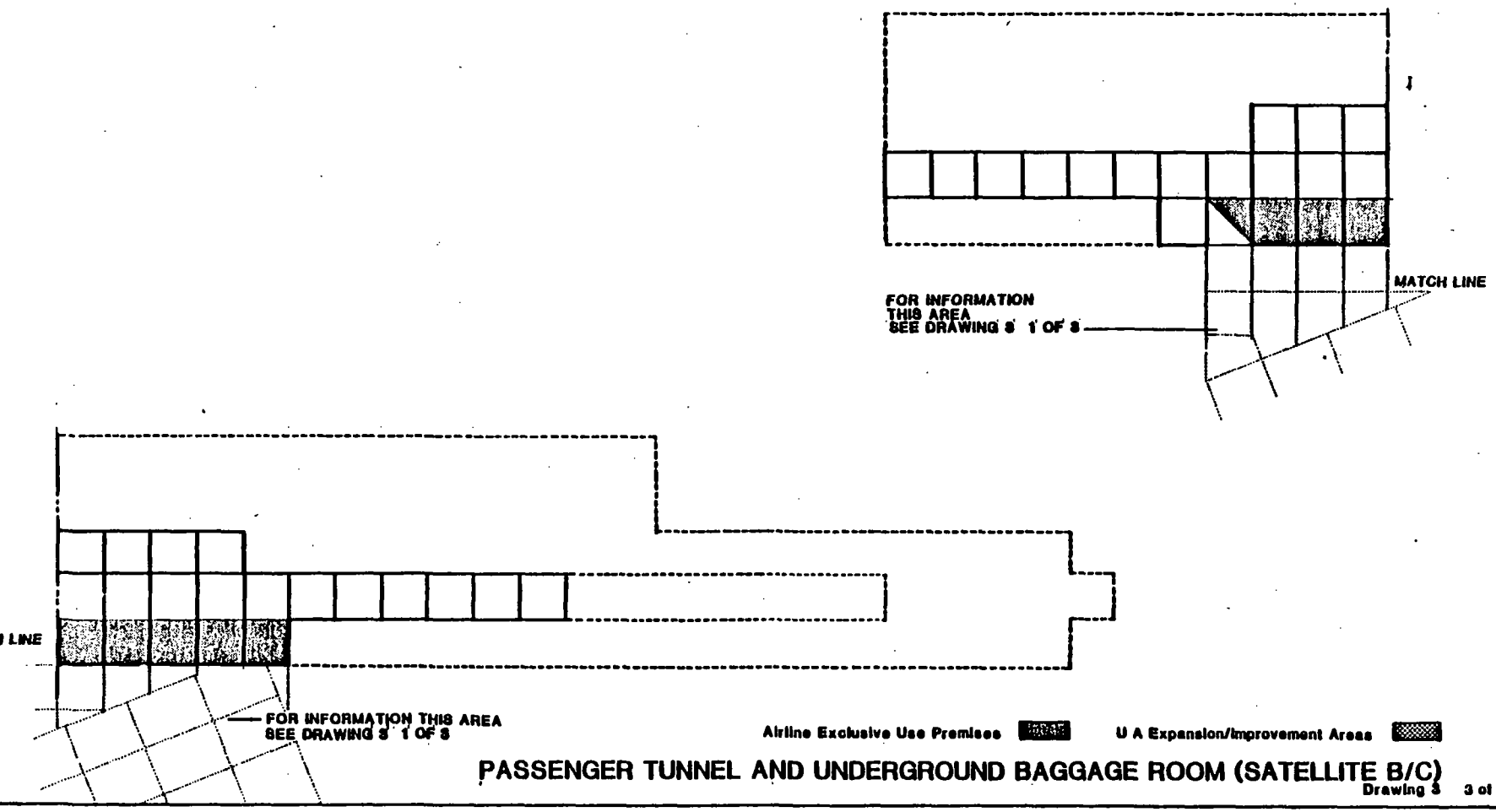

## PASSENGER TUNNEL AND UNDERGROUND BAGGAGE ROOM (TERMINAL 1)

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-1




## PASSENGER TUNNEL AND UNDERGROUND BAGGAGE ROOM (SATELLITE B/C)

Drawing 3 3 of 3

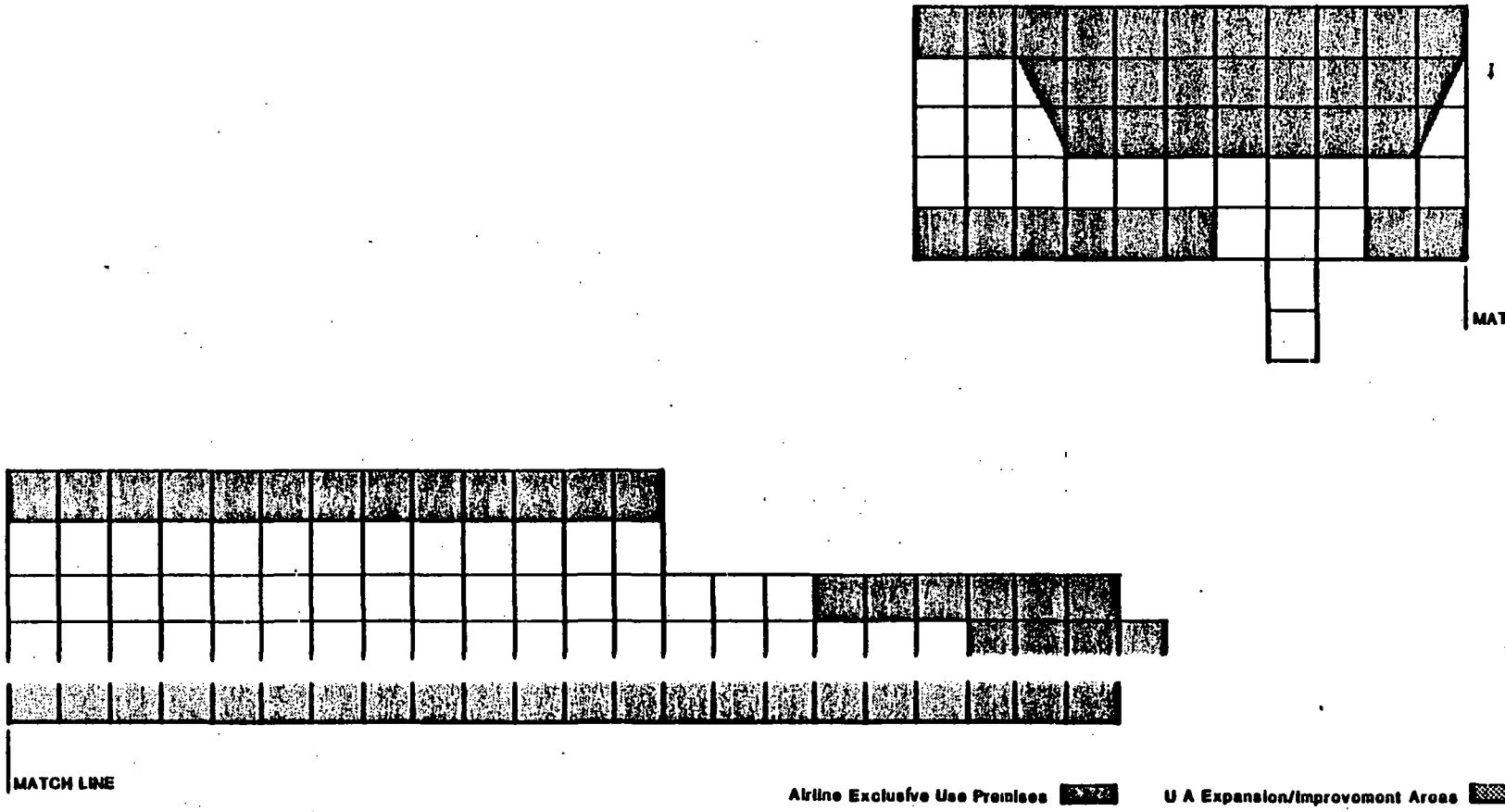
CHICAGO O'HARE INTERNATIONAL AIRPORT

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-1




## SATELLITE B/C SECOND LEVEL

Drawing 4

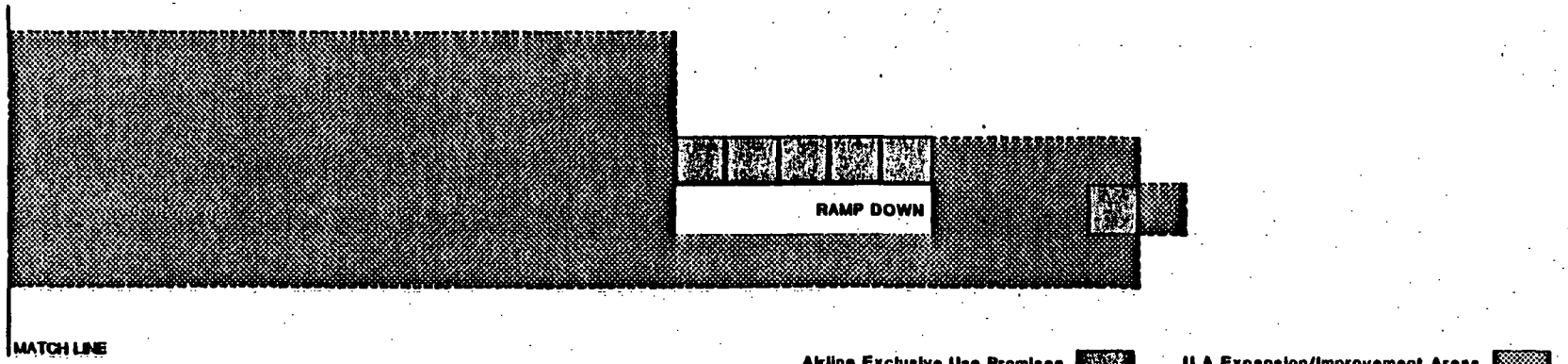
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1




Airline Exclusive Use Premises U A Expansion/Improvement Areas

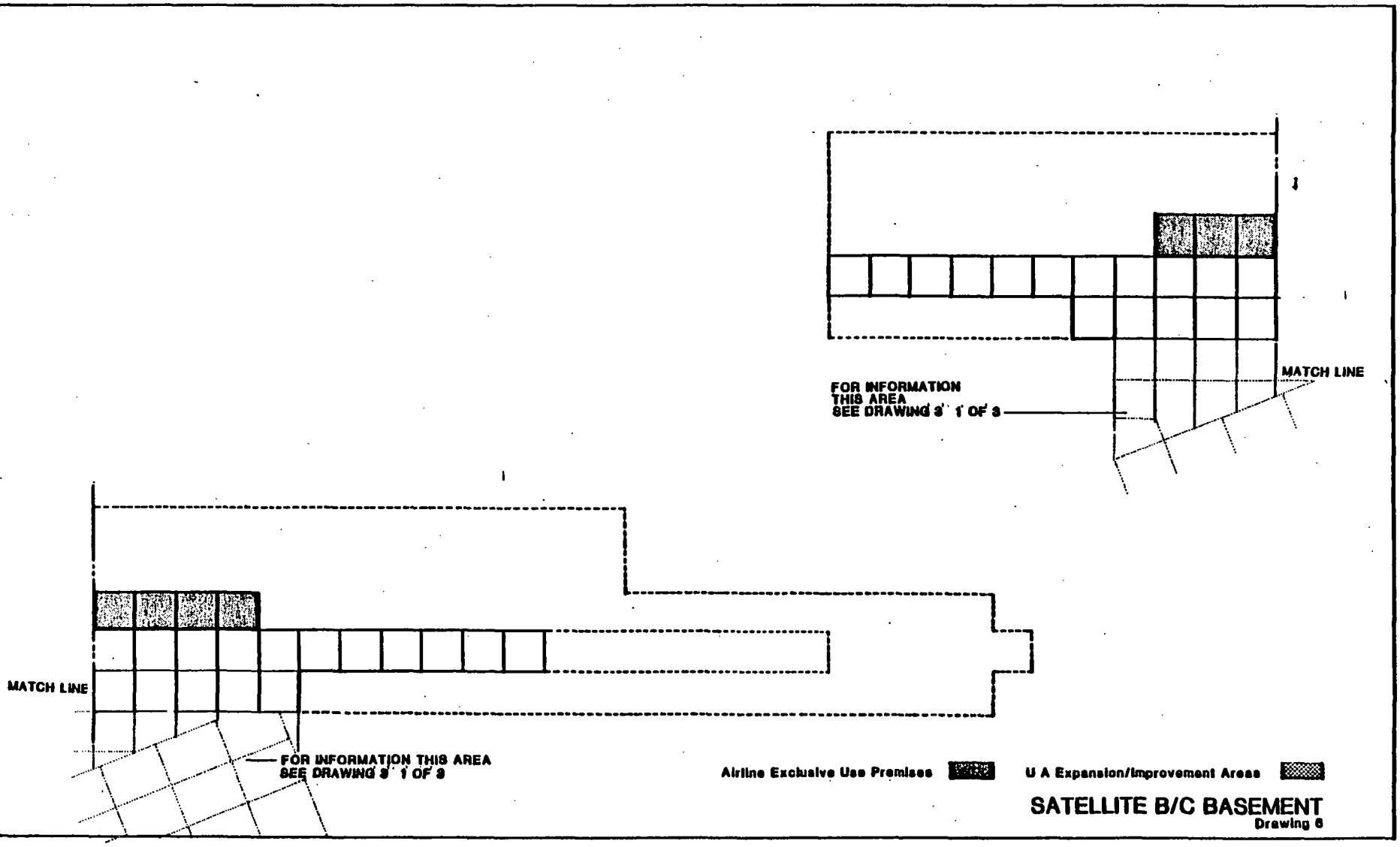
**SATELLITE B/C RAMP LEVEL**
Drawing 5

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

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1



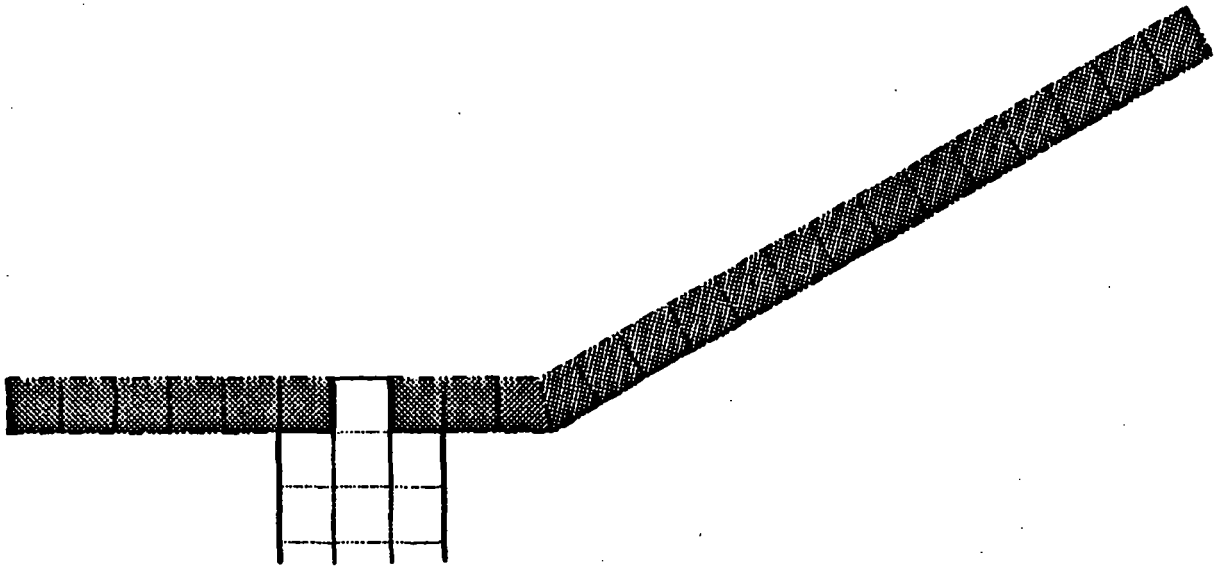

**SATELLITE B/C BASEMENT**
Drawing 6

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 Reporting 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 SECOND LEVEL

Drawing 7

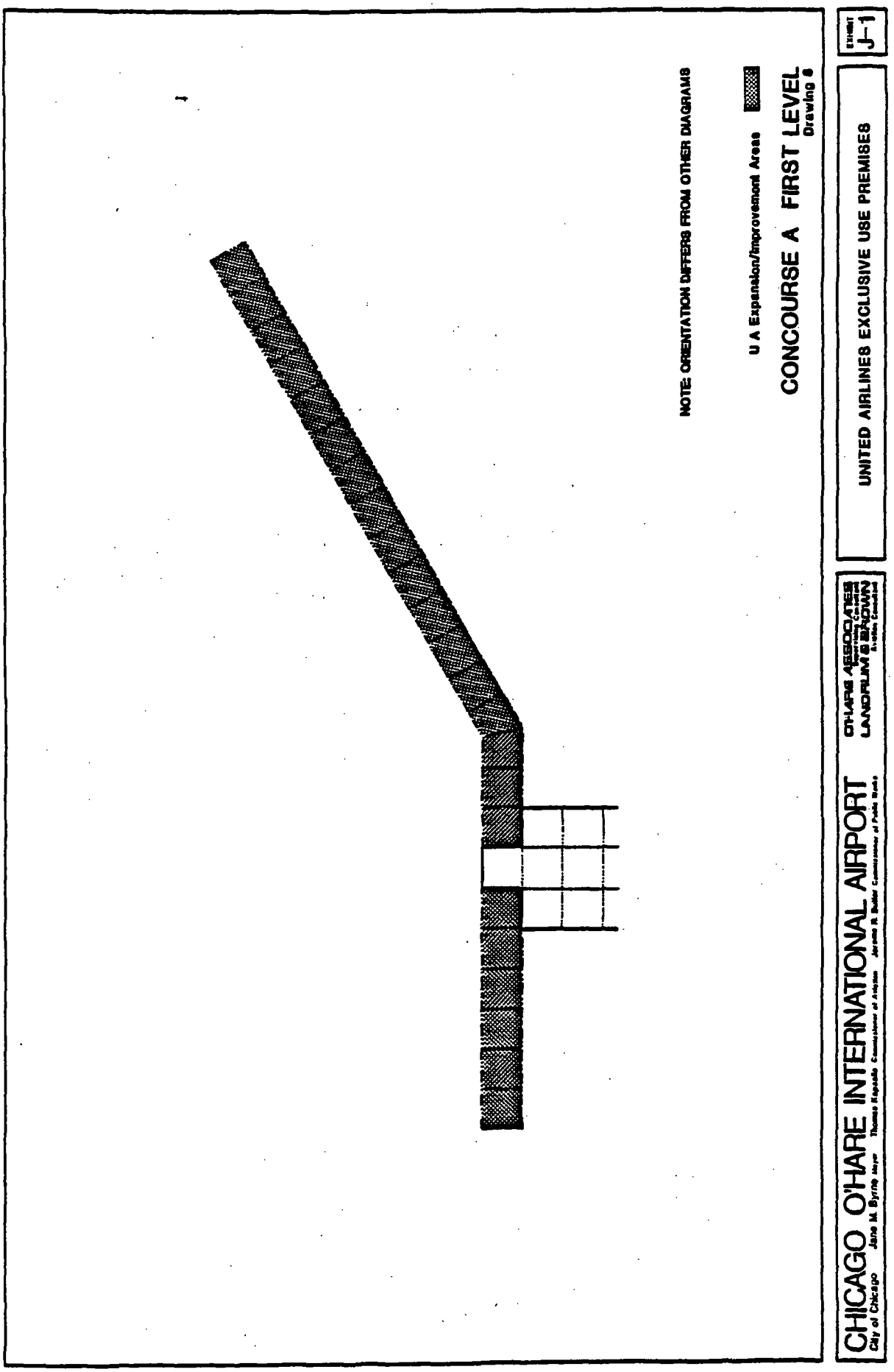
CHICAGO O'HARE INTERNATIONAL AIRPORT

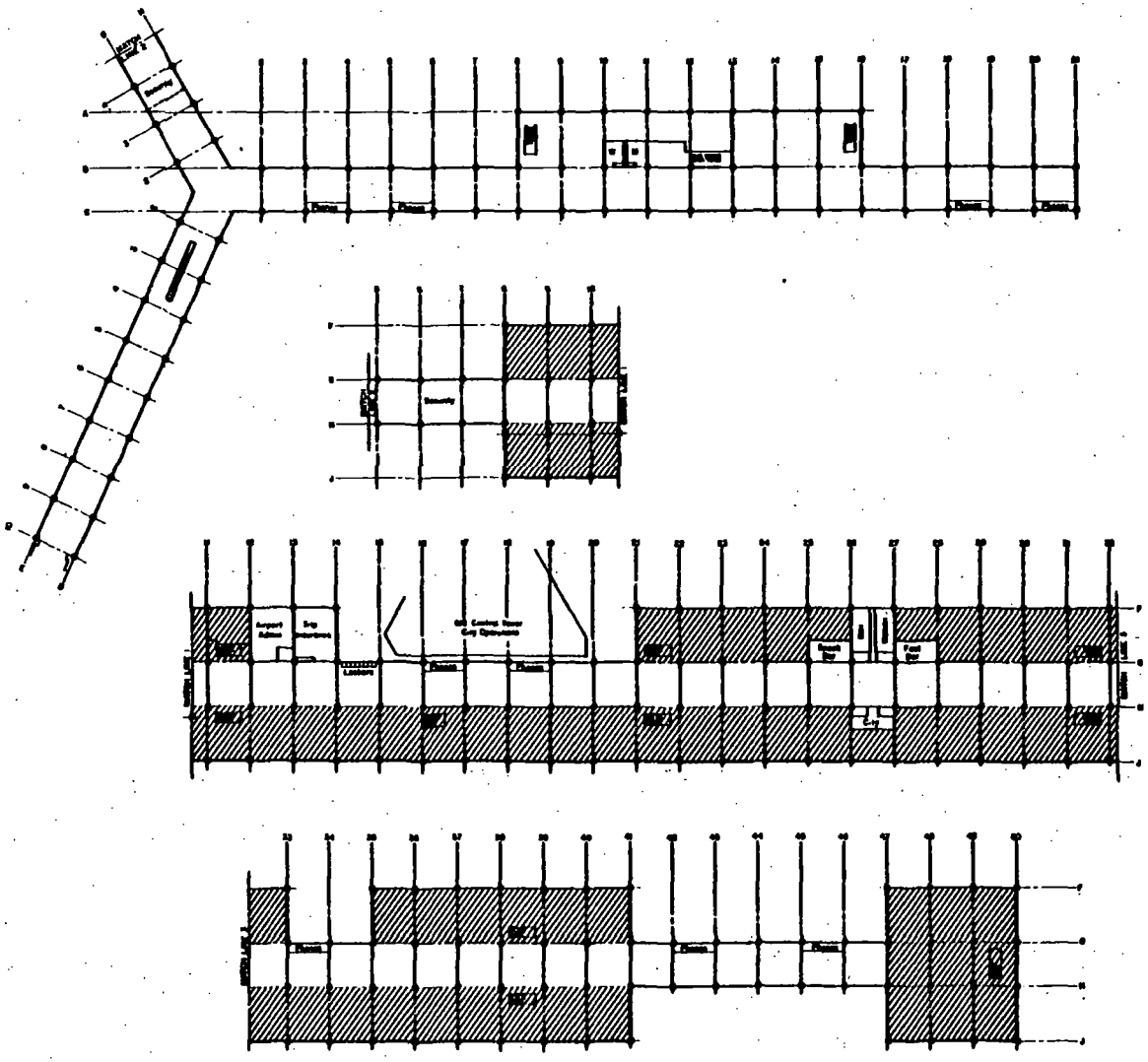
City of Chicago Jane M. Byrne Mayor Thomas Kassalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Joint venture Co-design
LANDRUM & BROWN
Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1


CONCOURSE A FIRST LEVEL
Drawing 6
U A Expansion/Improvement Areas
NOTE: ORIENTATION DIFFERS FROM OTHER DIAGRAMS
UNITED AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN



Hold / Operations Areas

## CONCOURSE D SECOND LEVEL

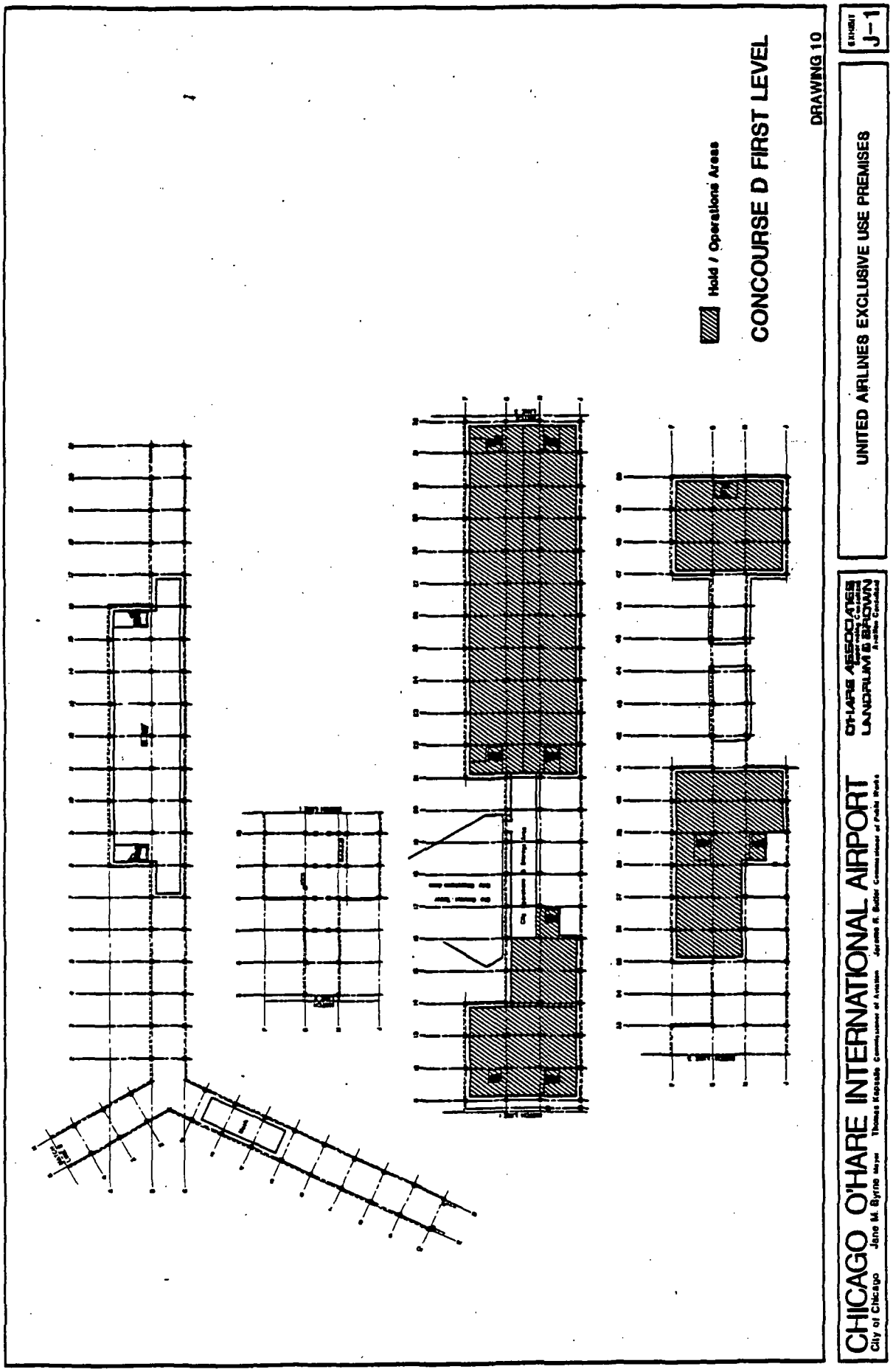
DRAWING 9

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Rapasta Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Engineering Consultants
LANDRUM & BROWN
Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1


CONCOURSE D FIRST LEVEL
Hold / Operations Area
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
LANDRUM & BROWN
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 conduc an Air Transportation Business), through the issuance of Special cility Revenue Bonds for which Airline has the unconditional obli tion to make debt service payments. Upon request of Airline, City grees to issue such Bonds in an amount sufficient to cover the cost thereof and to enter into with Airline a Special Facility Financin Arrangement, having provisions identical or substantially milar to those provisions in the Special Facility Use Agreement dat as of August 1, 1982 between City and Delta Air Lines, Inc., gov ning (i) the City's obligation to issue bonds, and Airline's right approve such bonds, (ii) the design and construction supervision b 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 Premis and Aircraft Parking Areas, and (v) credits to Airline pursuan to Section 5.03(b) and Section 5.06(c) of the Agreement to which this xhibit J-2 is attached.

(e) (i) City and Airline agree that City may be requ ed to accommodate at the Airport the terminal faci ties requirements of Braniff Airways, Incorporate ("Braniff"), or a successor-in-interest appr ed by the United States Bankruptcy Court for the North n District of Texas (Fort Worth Division) in Case No. 4 -00369 ("a Successor"), with respect to Braniff's 1959 rminal Lease Agreement, or an Airport Use Agreement with City.

(ii) City and Airline agree that if City is unabl to otherwise accommodate Braniff or a Successor Airline shall provide the Hold Area and Operations A a depicted in Drawing Nos. 9 and 10, respectively, of t s Exhibit J-2 for use and occupancy by Braniff or a Su essor, subject to the terms and conditions in the f lowing Subparagraphs (iii) through (v), inclusive.

(iii) Airline agrees to accommodate Braniff or a S cessor by means of a sublease of the premises depicted n said Drawing Nos. 9 and 10, the term of which sub ase shall not extend beyond January 1, 1999 or, upon r uest of City, Airline shall execute all documents nec ssary to release said premises to City for the sole p pose of City then leasing said premises directly to aniff or a Successor.

(iv) City and Airline agree that other than the H d Area and Operations Area depicted in said Drawing Nos. 9 and 10, no premises shall be leased or otherwise pro ded to Braniff or a Successor within Terminal Buildi g No. 1 or its associated Satellite Concourse Building, nd that all other terminal facilities of Braniff or a Successor, including ticket area, outbound baggage area, baggage claim area and administrative area, shall be ocated 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.

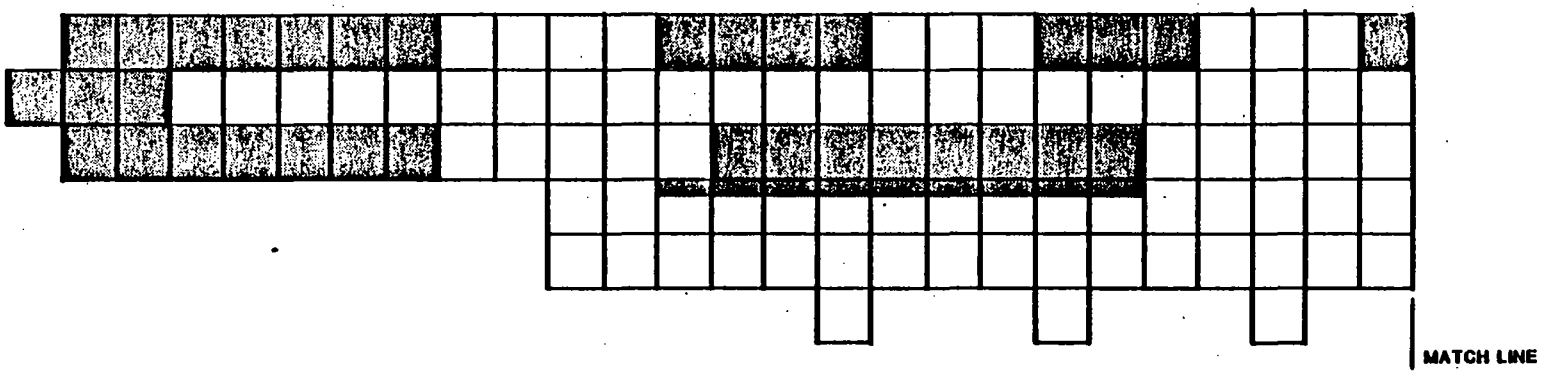
(g) City and Airline agree that the provisions of the agreements set forth in Subparagraph (f) immediately above shall be specifically incorporated by City into the Airport rules and regulations governing Aircraft Operators at the Airport.

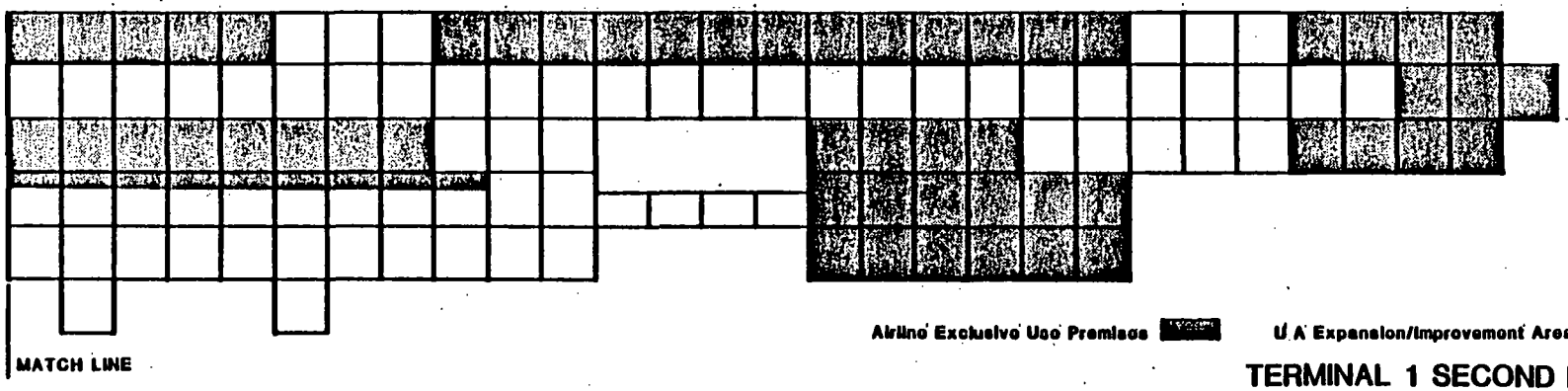
(h) City and Airline agree that if, as of the Date of Beneficial Occupancy of Airline's complete Phase III Exclusive Use Premises, Airline has constructed an extension of Terminal Building No. 1 encompassing the entire "UA Expansion/Improvement Area" shown on Drawing Nos. 7 and 8 of this Exhibit J-2, 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

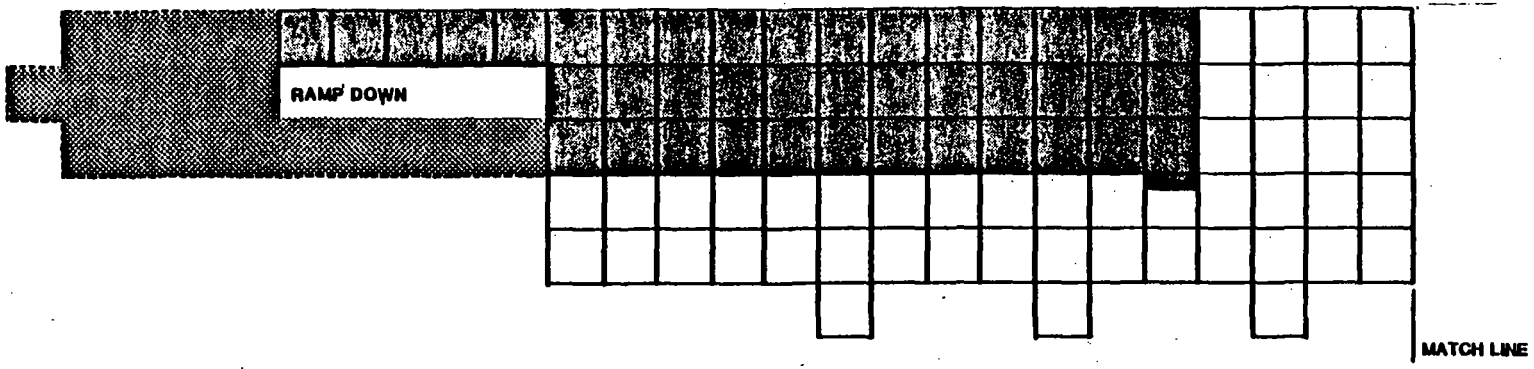
CHICAGO O'HARE INTERNATIONAL AIRPORT

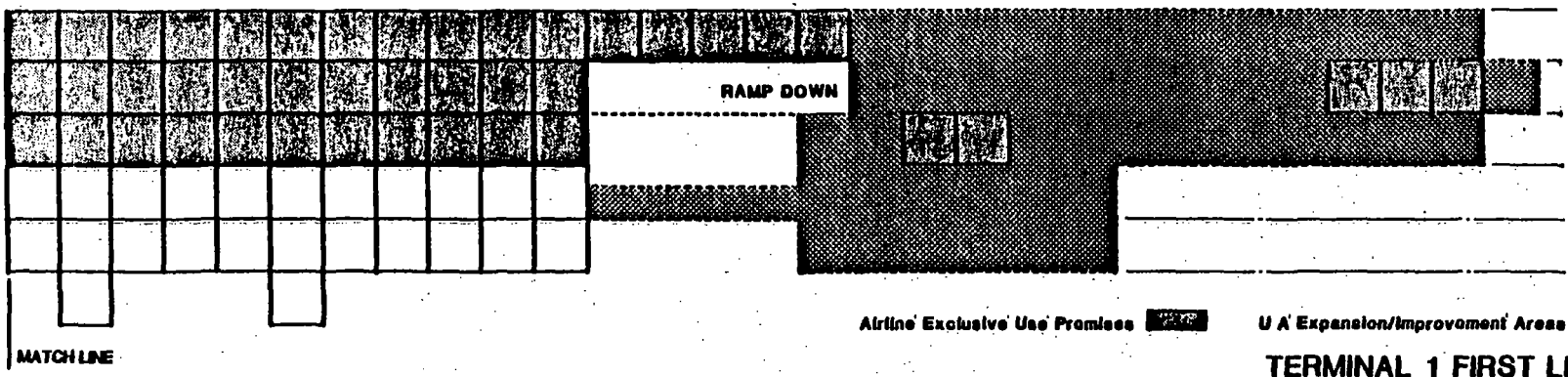
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



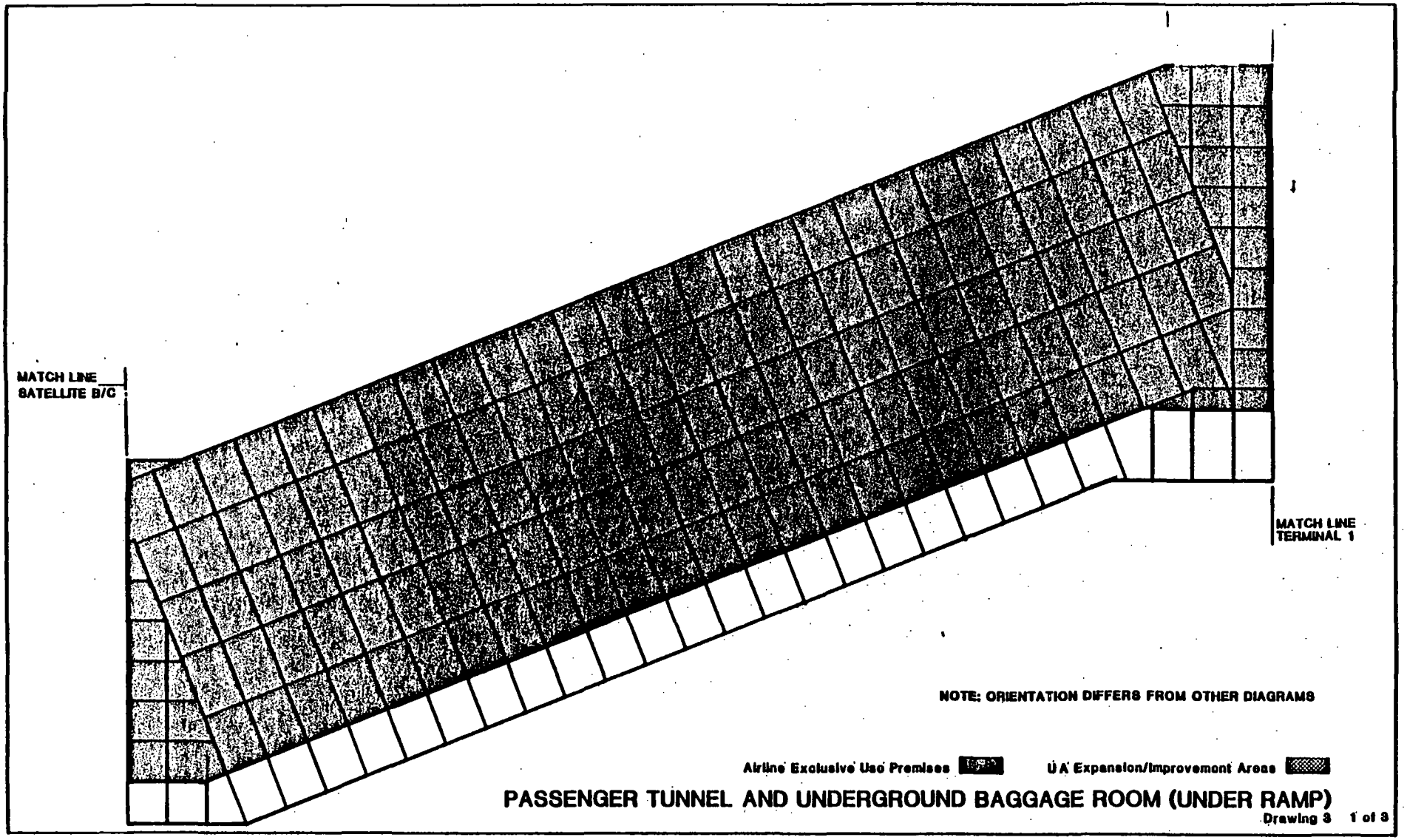

**TERMINAL 1 FIRST LEVEL**
Drawing 2

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

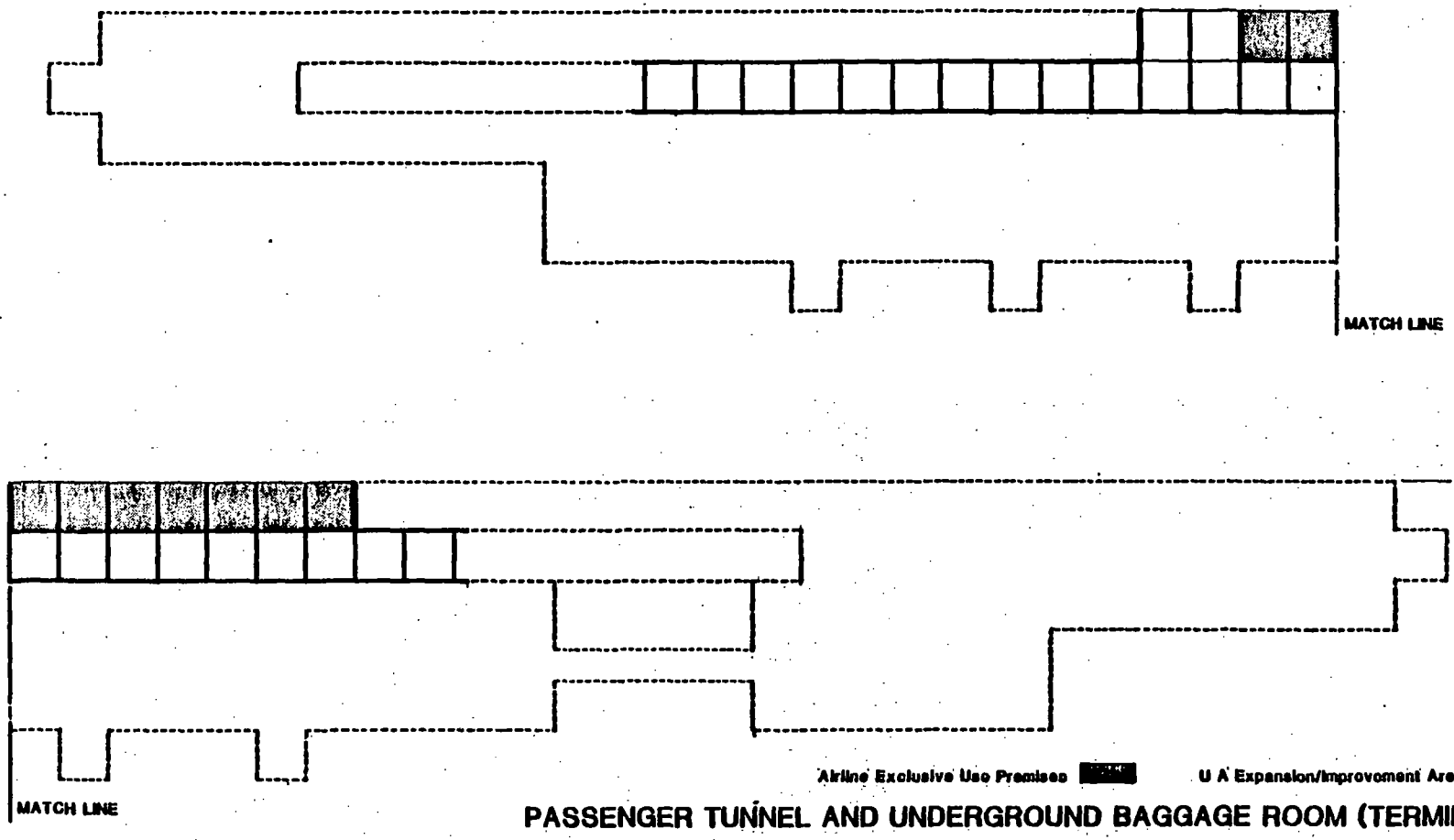
CHICAGO O'HARE INTERNATIONAL AIRPORT

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)

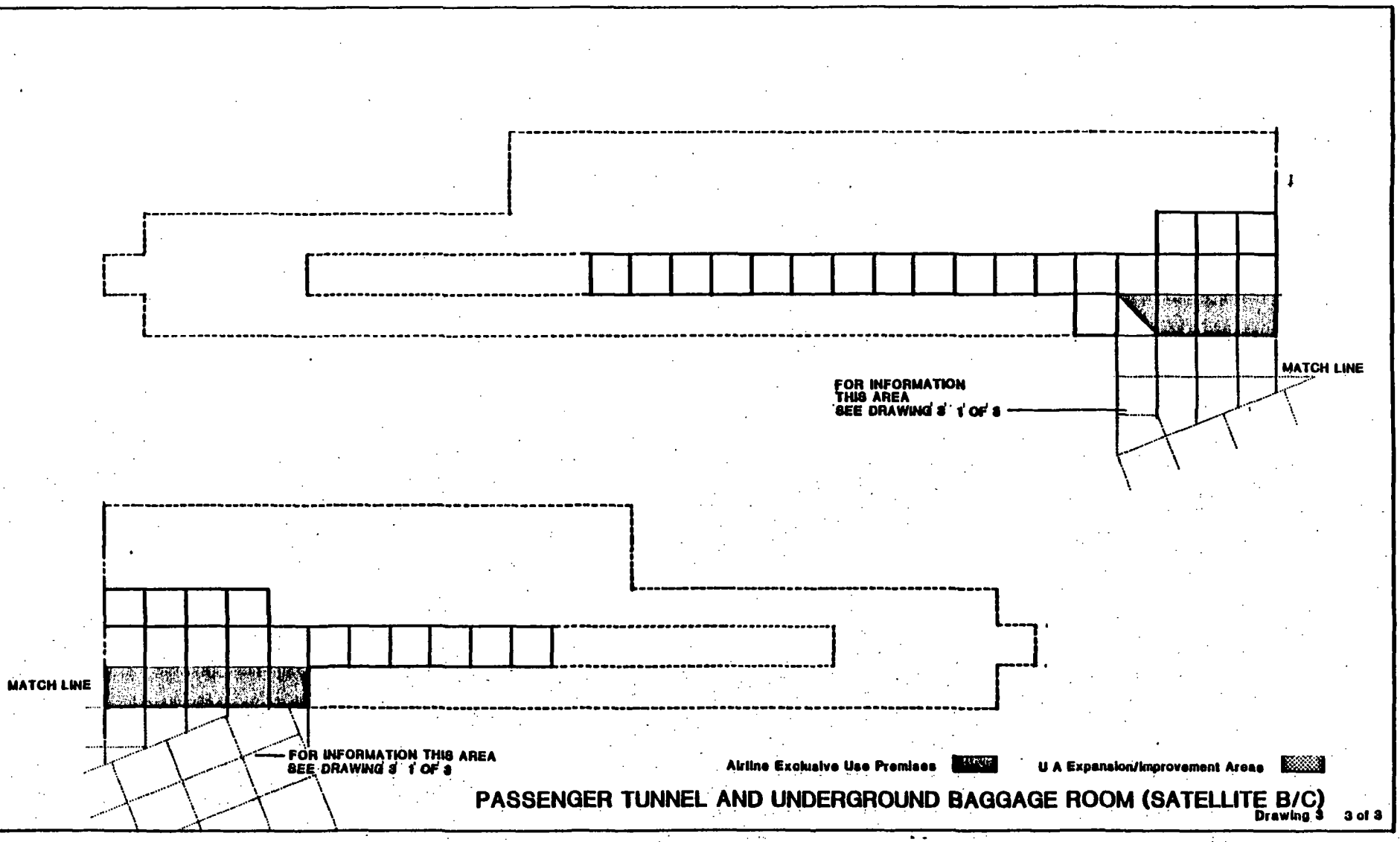
Drawing 3 2 of 3

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

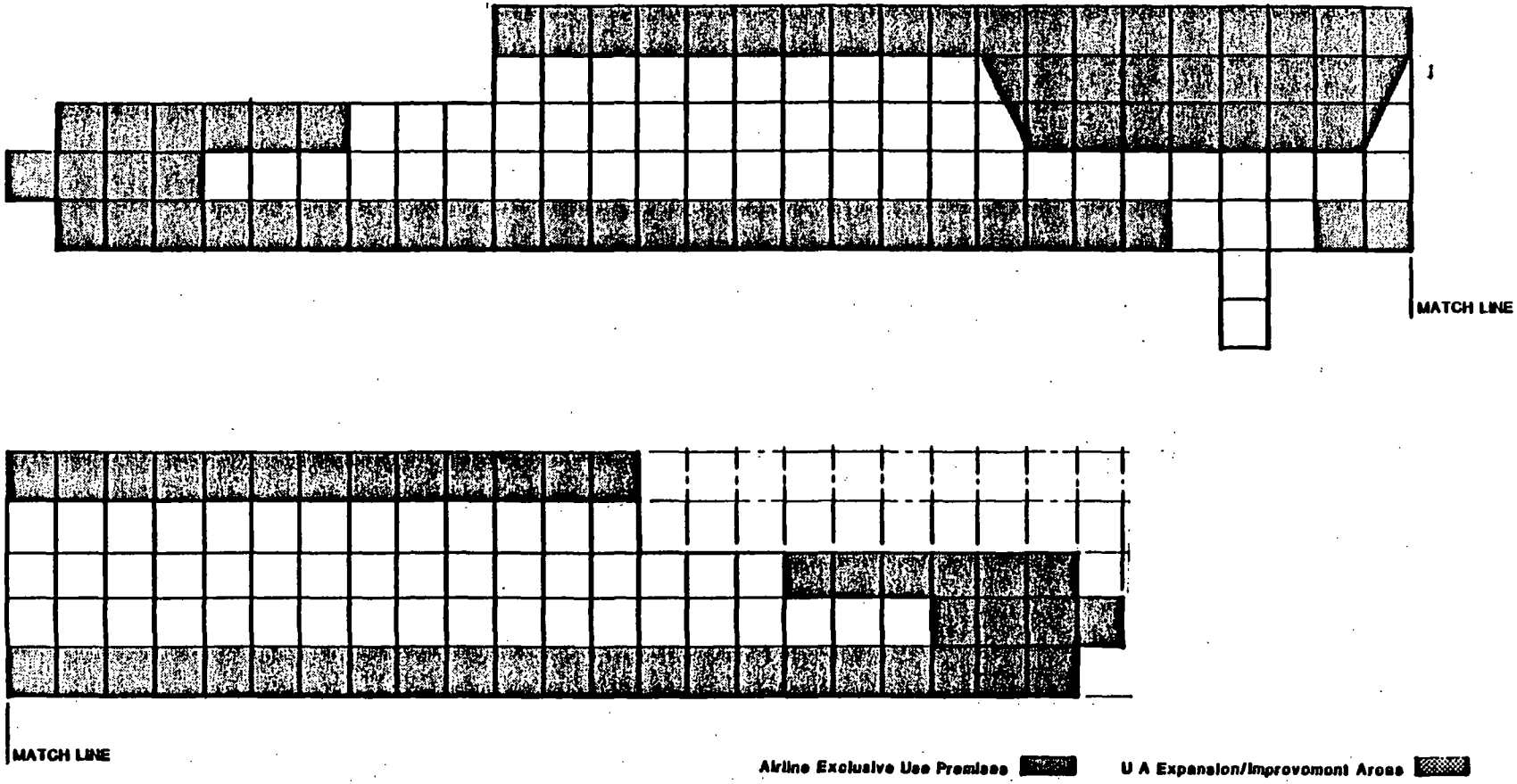
CHICAGO O'HARE INTERNATIONAL AIRPORT

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

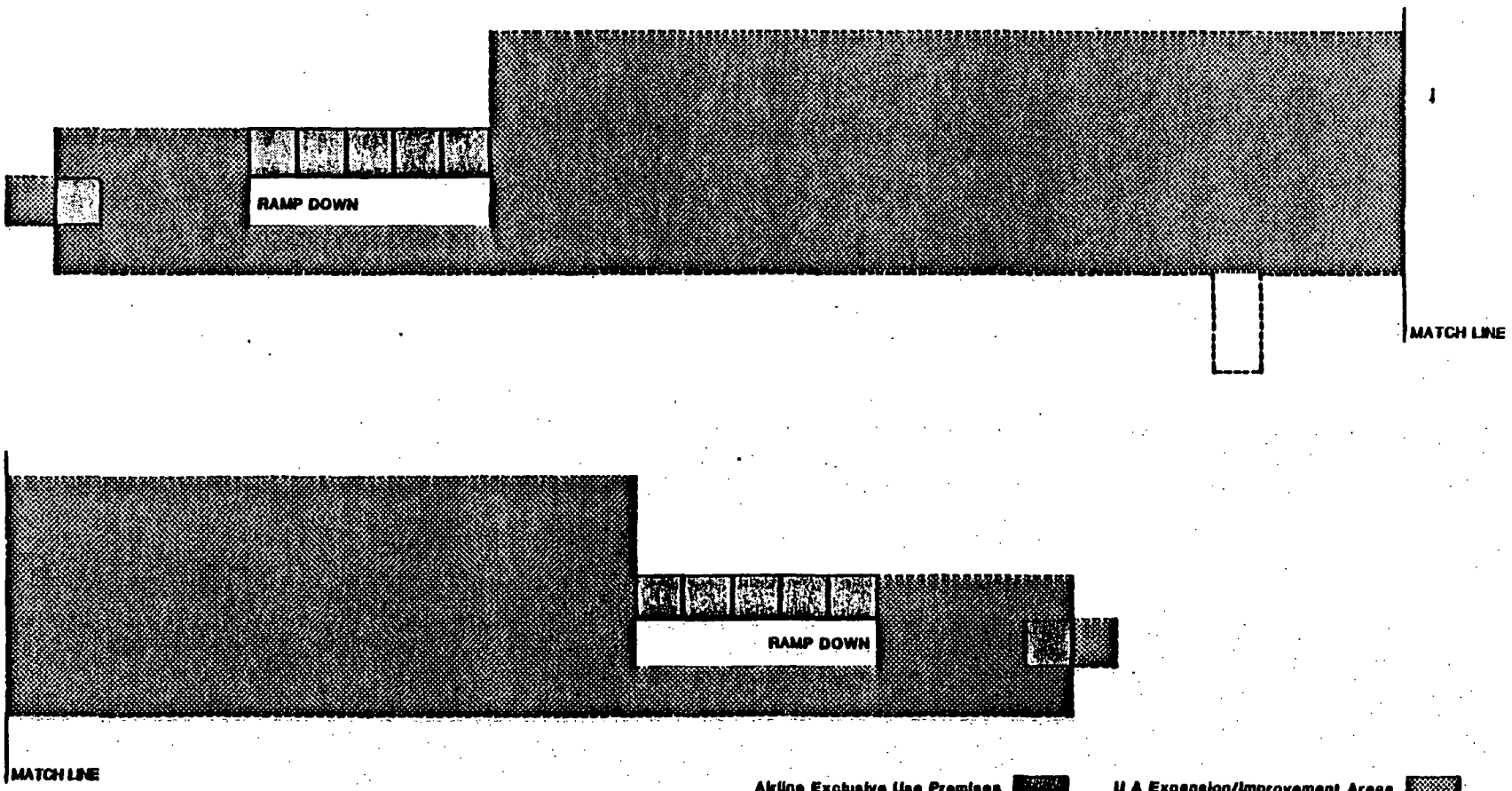
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome A. Butler Commissioner of Public Works

O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2



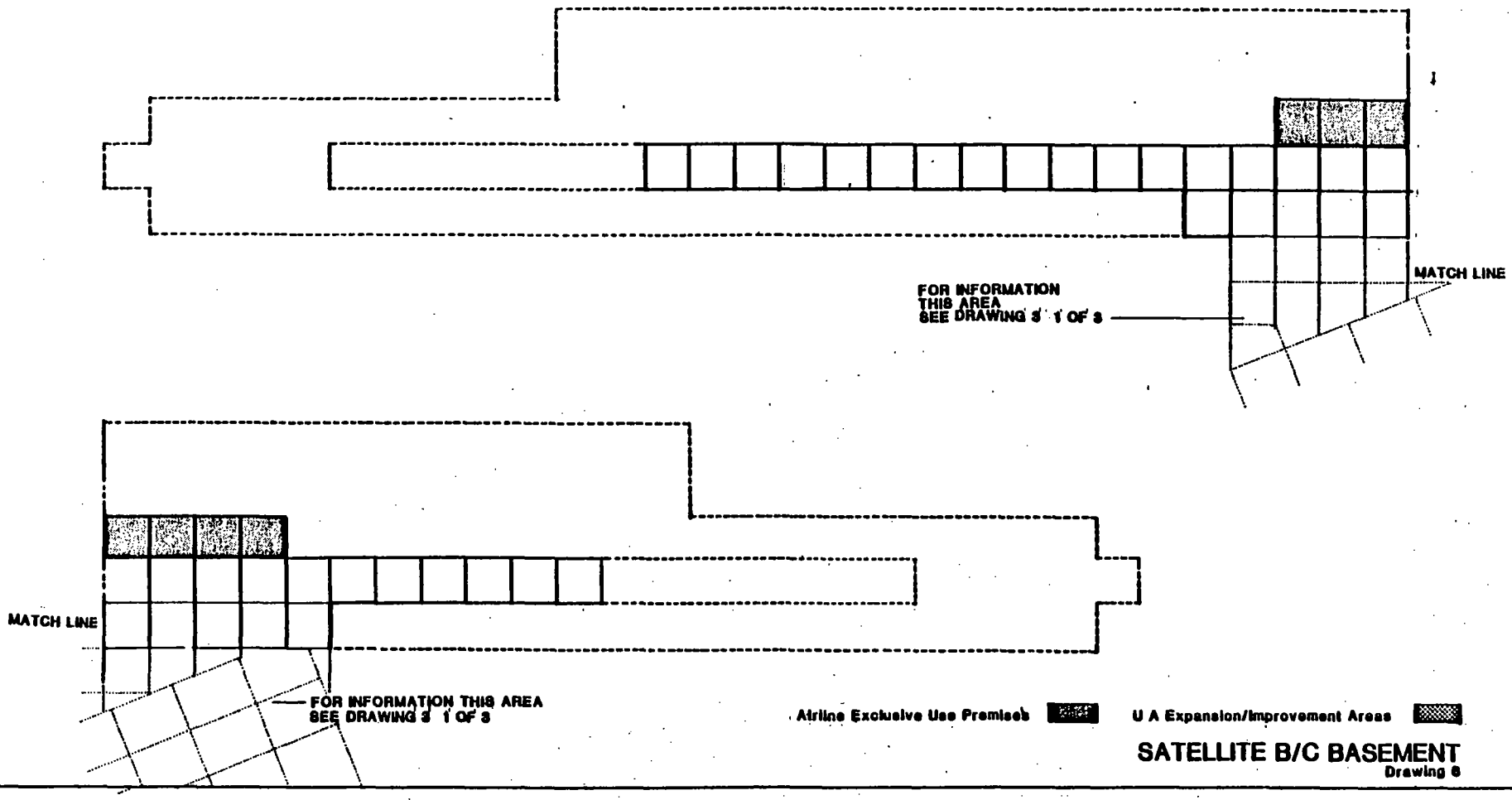

SATELLITE B/C RAMP LEVEL
Drawing 6

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



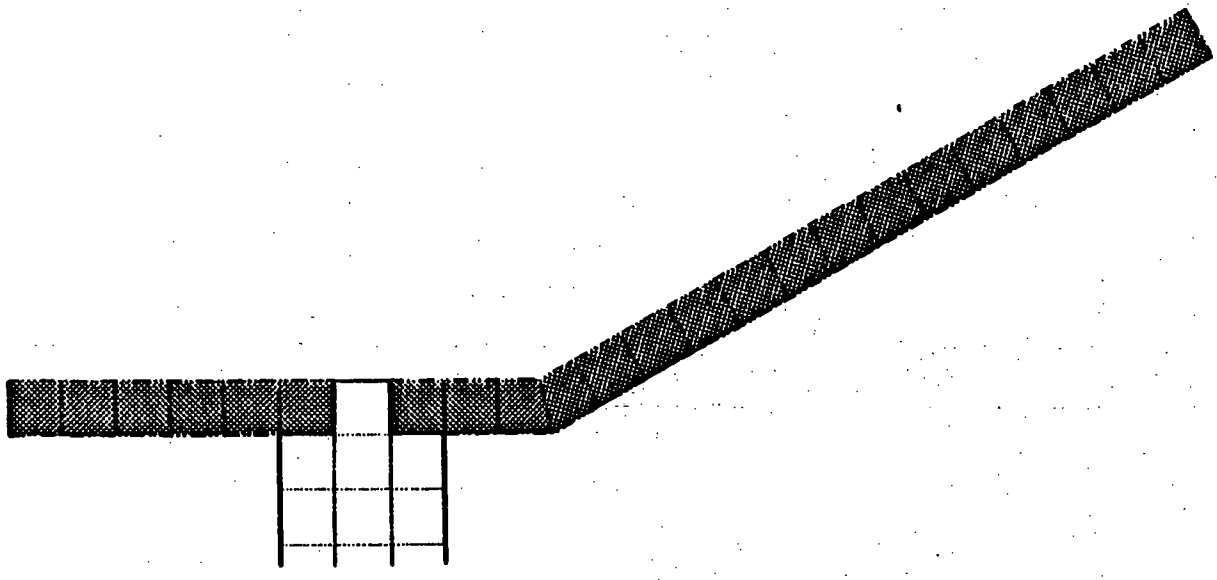

**SATELLITE B/C BASEMENT**
Drawing 6

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

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

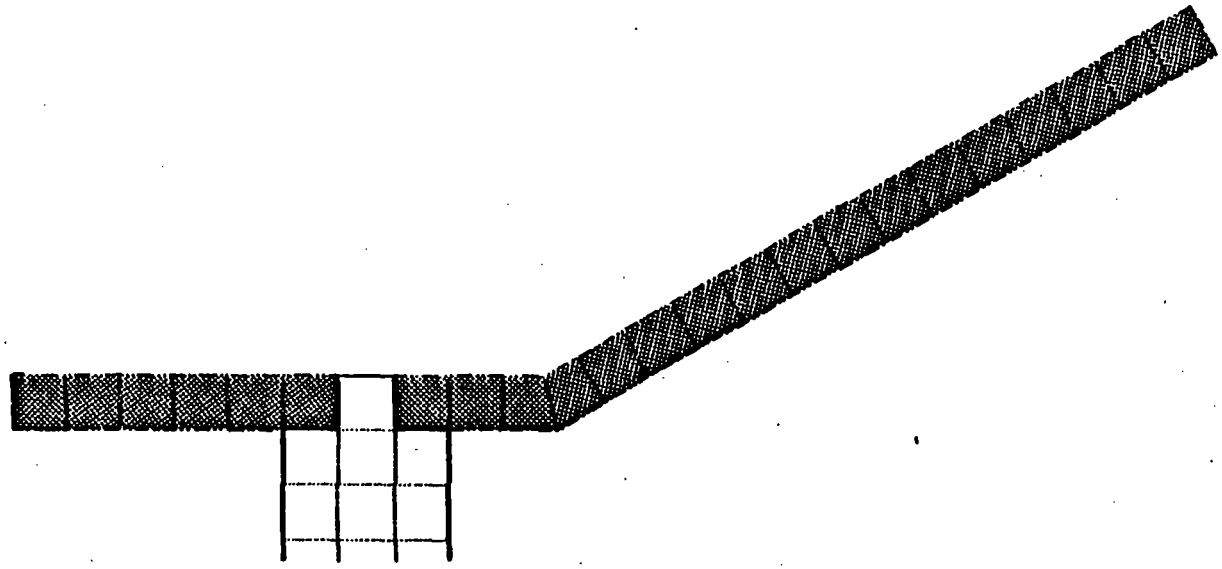
CHICAGO O'HARE INTERNATIONAL AIRPORT

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

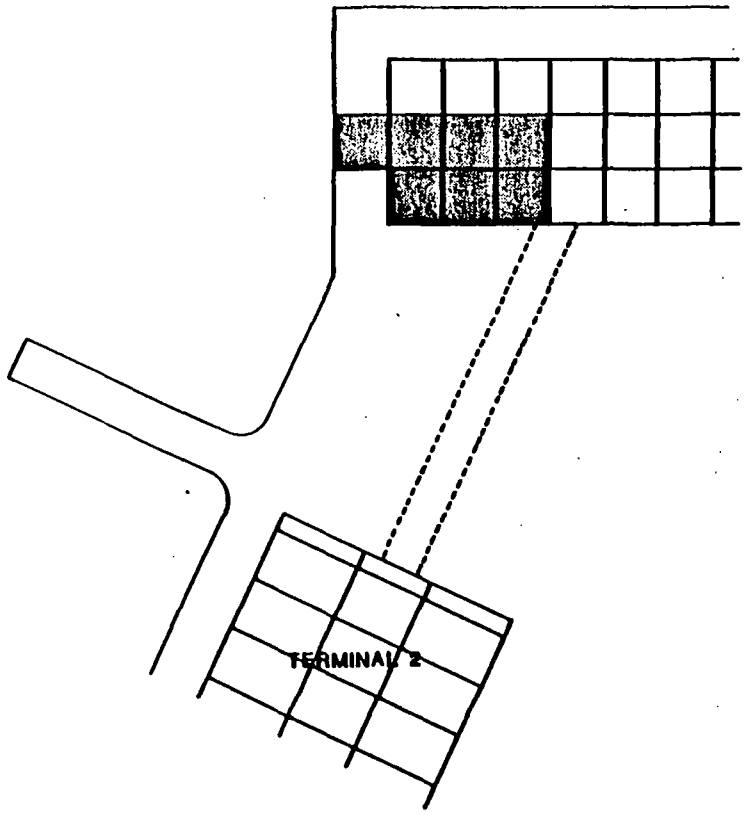
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN
Aviation Consultants

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2




Airline Exclusive Use Premises

## TERMINAL 1 SECOND LEVEL

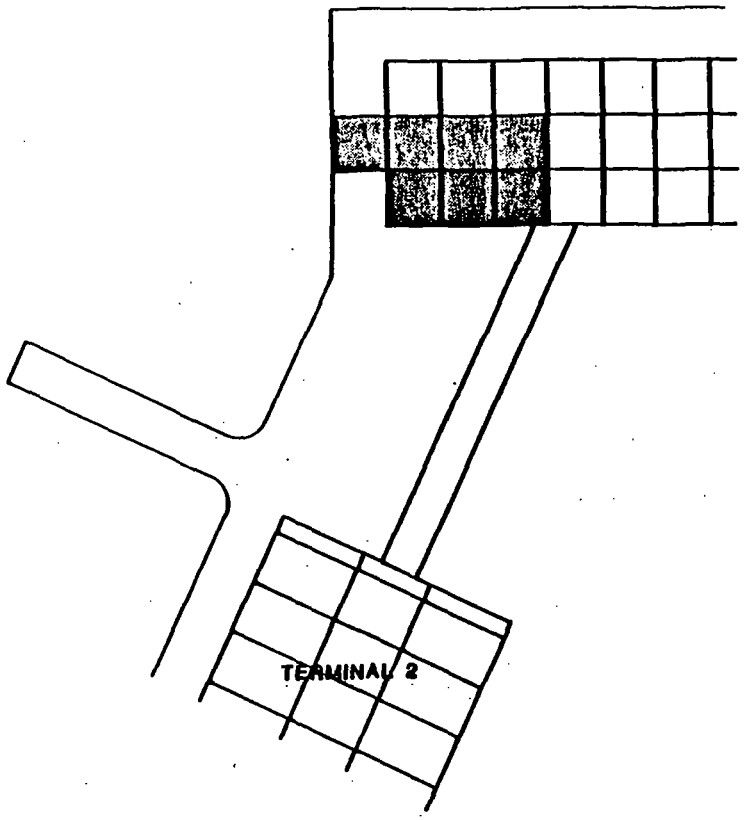
DRAWING 9

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
LANDRUM & BROWN

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2




Airline Exclusive Use Premises

## TERMINAL 1 FIRST LEVEL

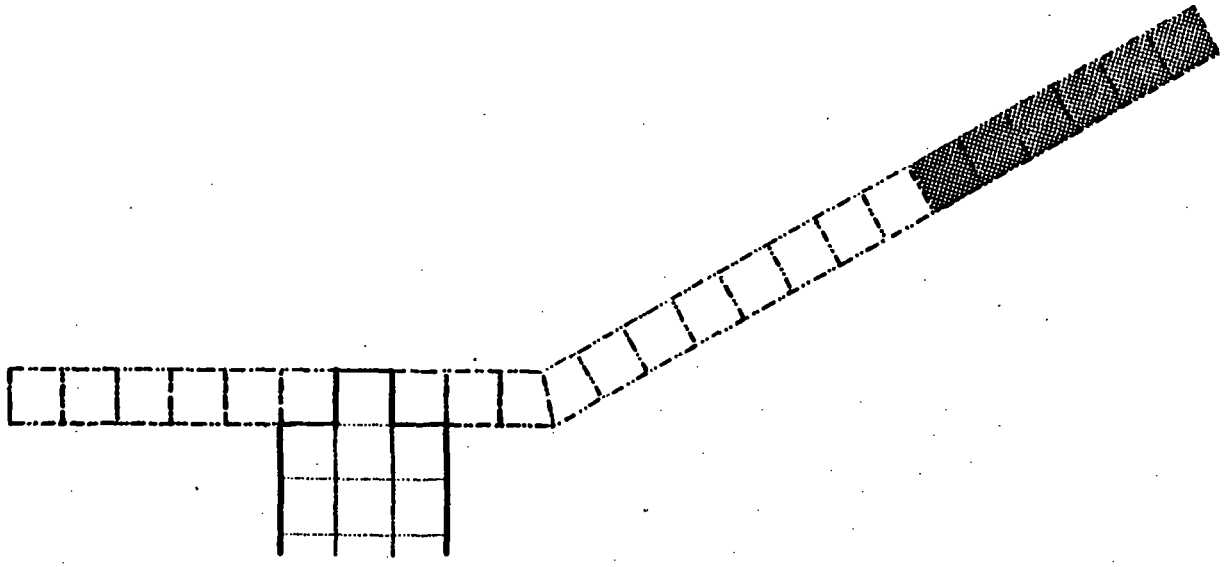
DRAWING 10

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome 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

Airline Exclusive Use Premises

## CONCOURSE A FIRST AND SECOND LEVEL

Drawing 11

CHICAGO O'HARE INTERNATIONAL AIRPORT

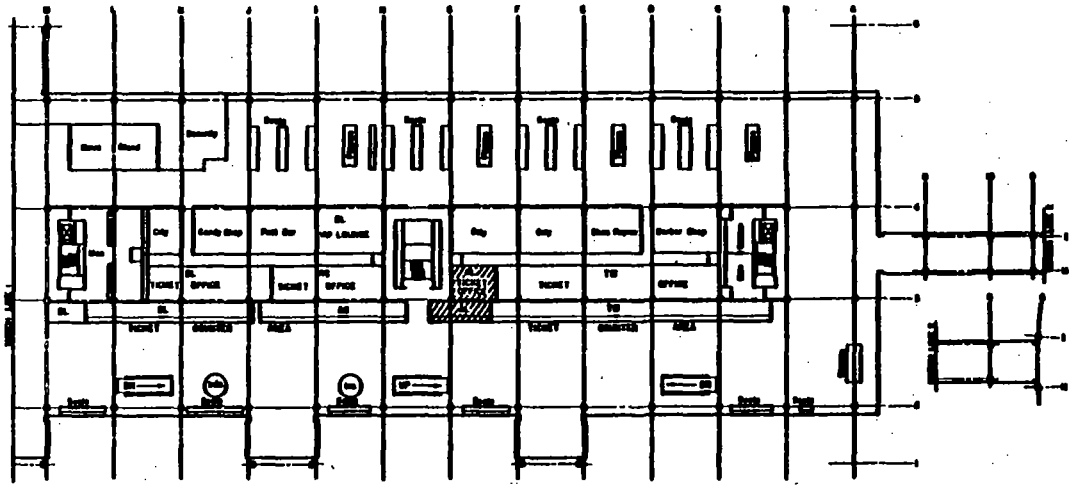
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

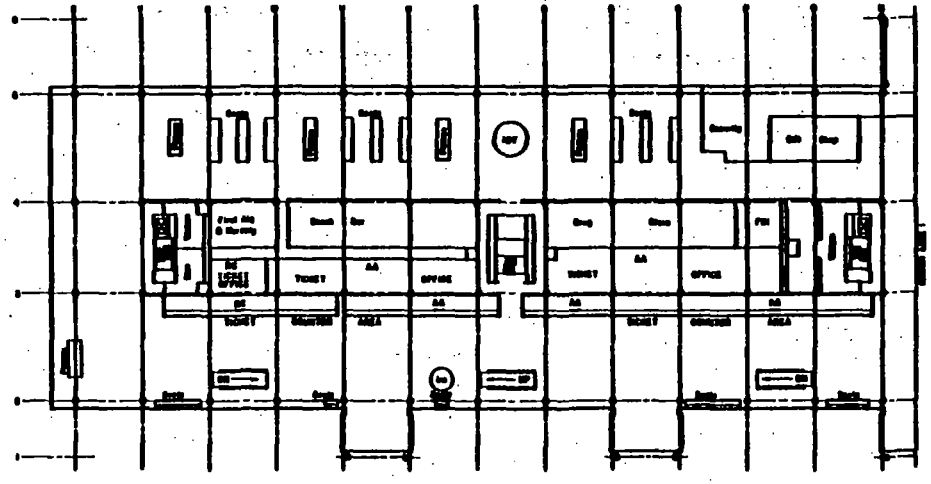
O'HARE ASSOCIATES Supervising Consultant
LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-2

Journal pages 16157-16169 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

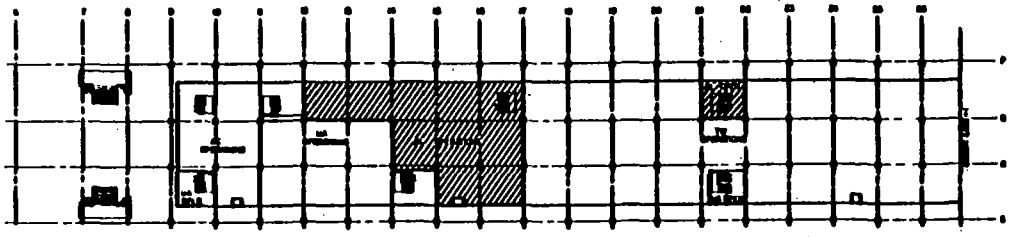
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

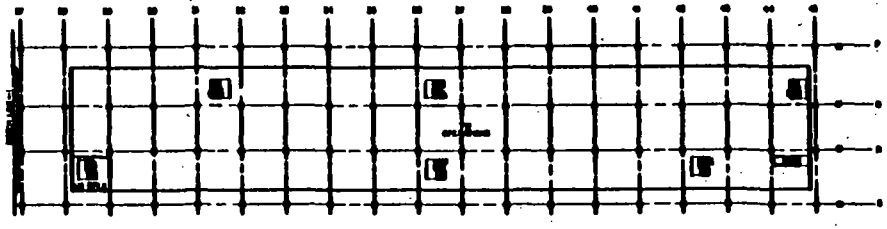
O'HARE ASSOCIATES
LANDRUM & BROWN

USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

# AIRLINES OPERATIONS AREA
**(First Floor Concourse G)**





DRAWING 8 1 of 1

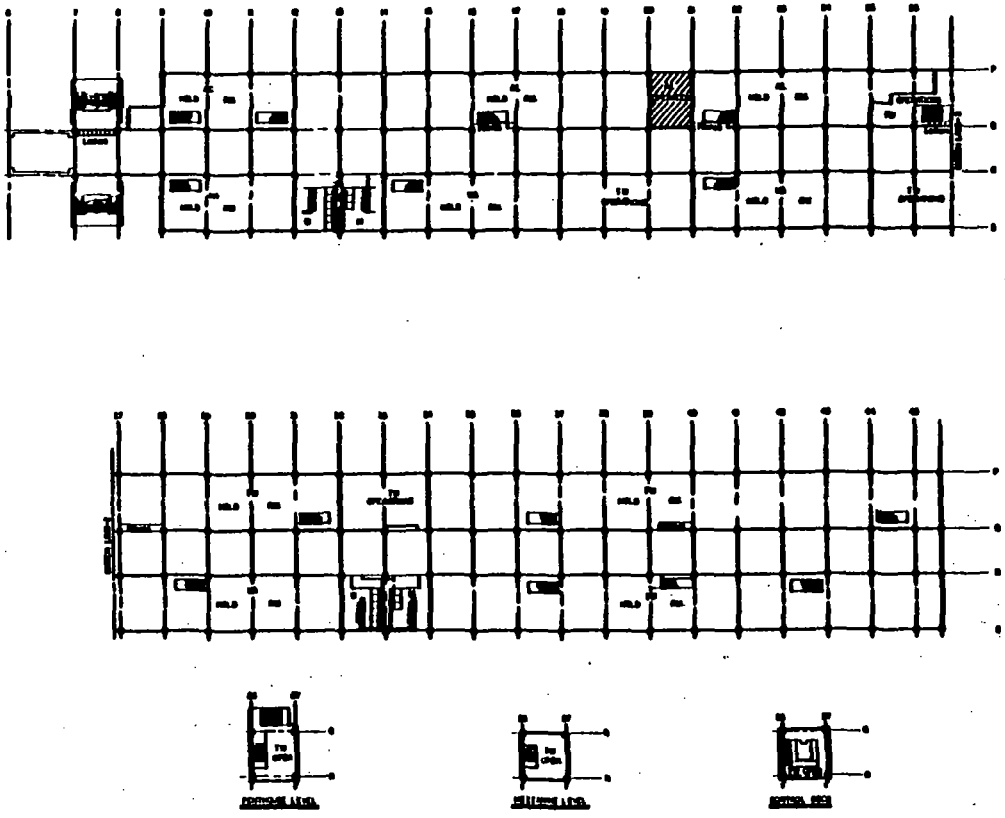
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Joint Venture
LANDRUM & BROWN
Houston Consultant

USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

# AIRLINES OPERATIONS AREA
**(Second Floor Concourse G)**



DRAWING 2 8 of 1

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kopsalis Commissioner of Aviation Jerome A. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Operating Consultant
LANDRUM & BROWN
Aviation Consultant

USAIR AIRLINES EXCLUSIVE USE PREMISES

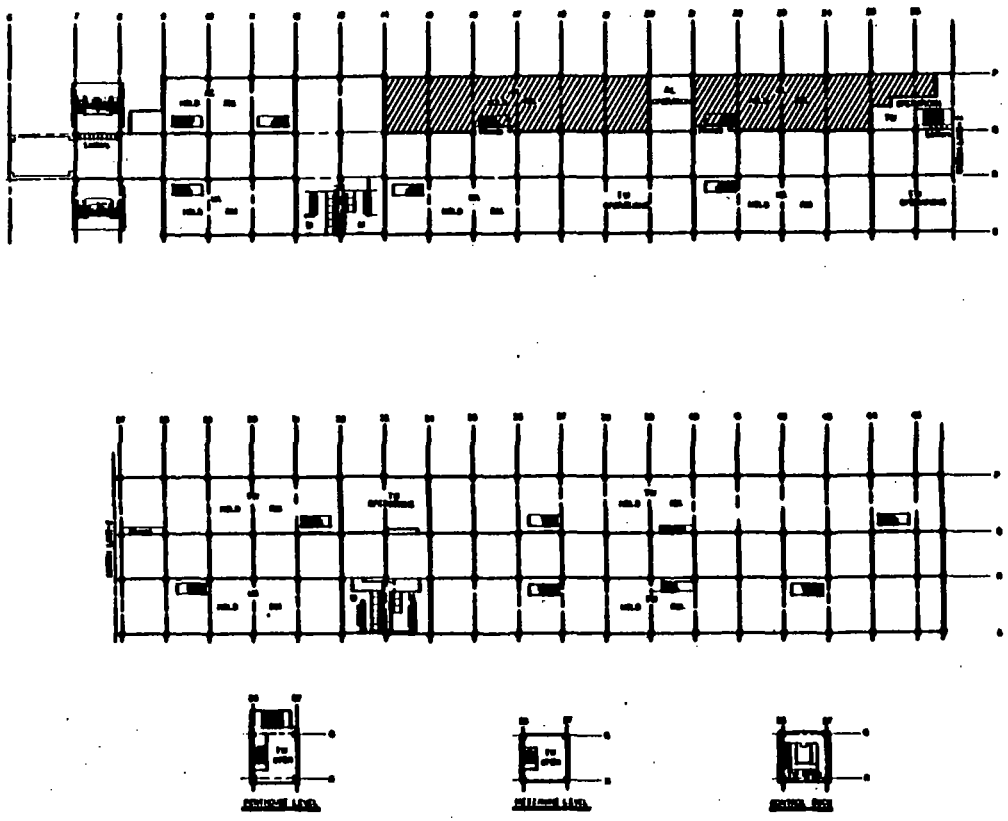
EXHIBIT J

January 28, 1983

UNFINISHED BUSINESS

16159

# AIRLINES HOLD AREA
**(Second Floor Concourse G)**



DRAWING 9

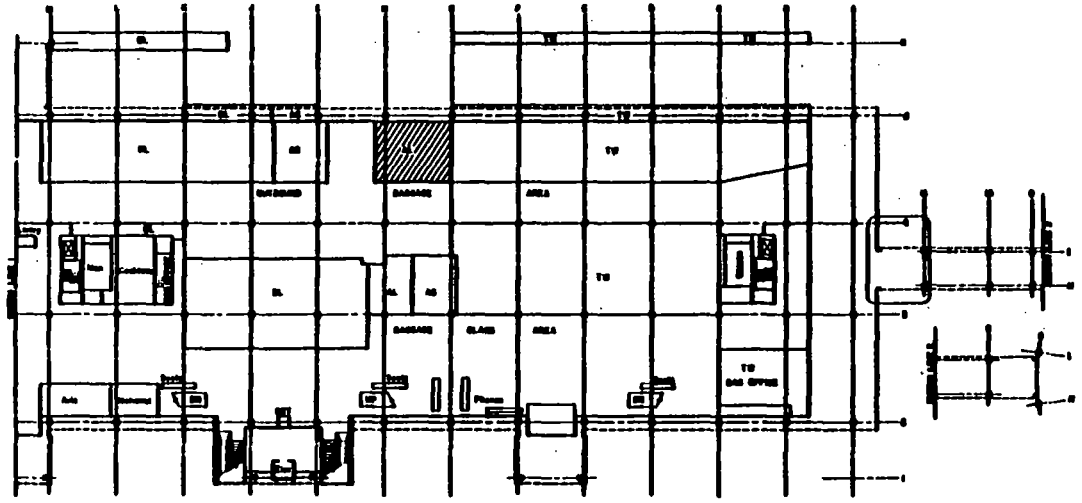
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

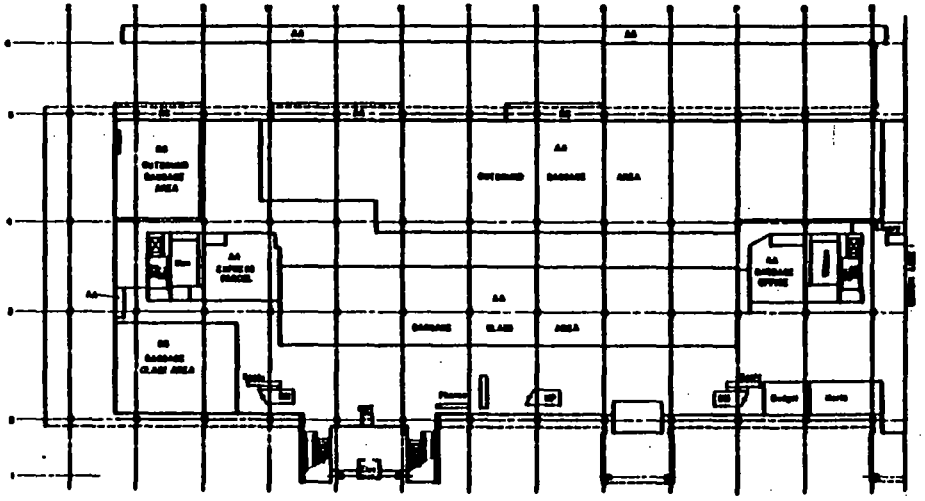
O'HARE ASSOCIATES
Supervising Consultant
LANDRUM & BROWN
Aviation Consultant

USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

# AIRLINES OUTBOUND BAGGAGE AREA
**(First Floor Terminal 3)**





DRAWING 4

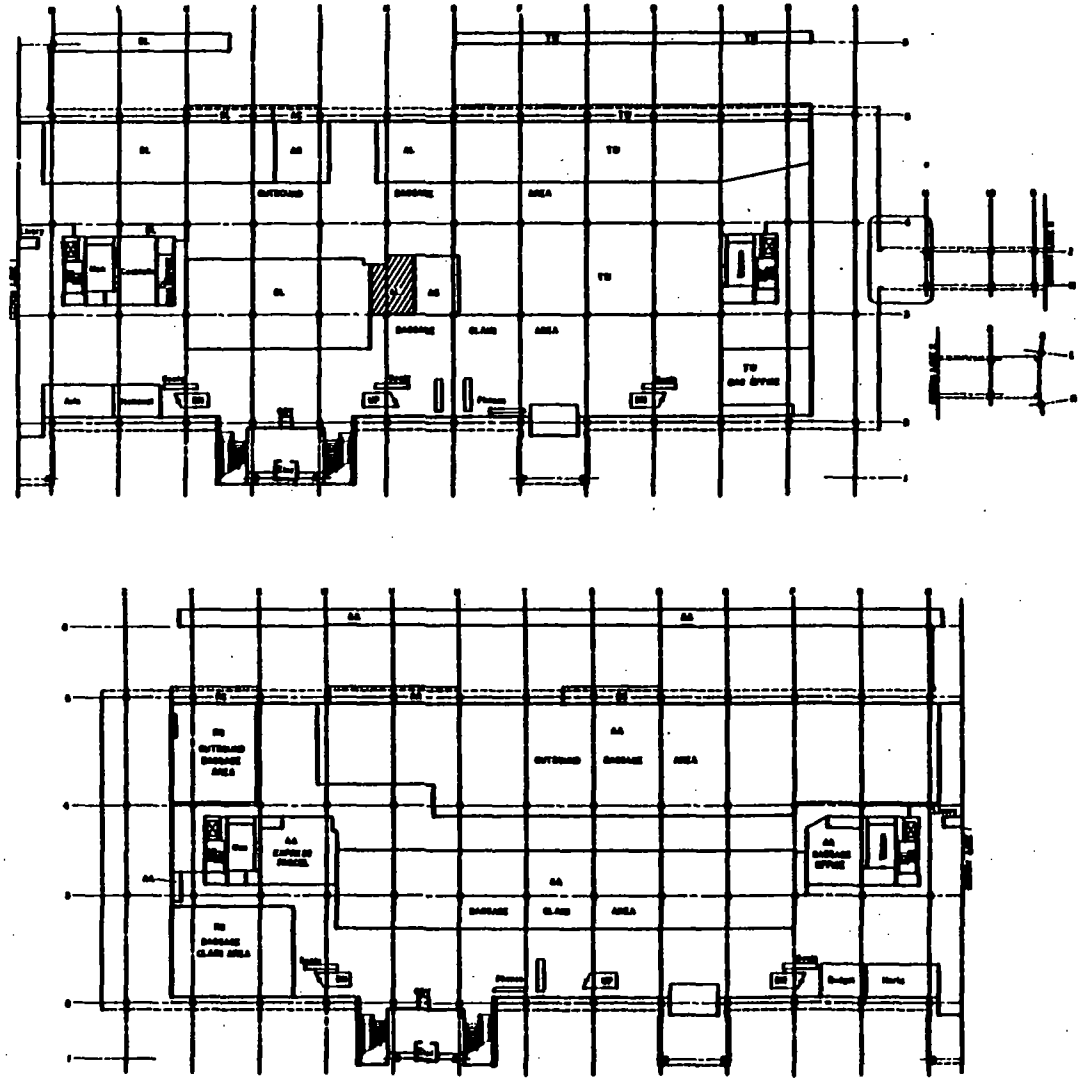
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

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 Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES
Consulting Consultant
LANDRUM & BROWN
Aviation Consultant

USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J

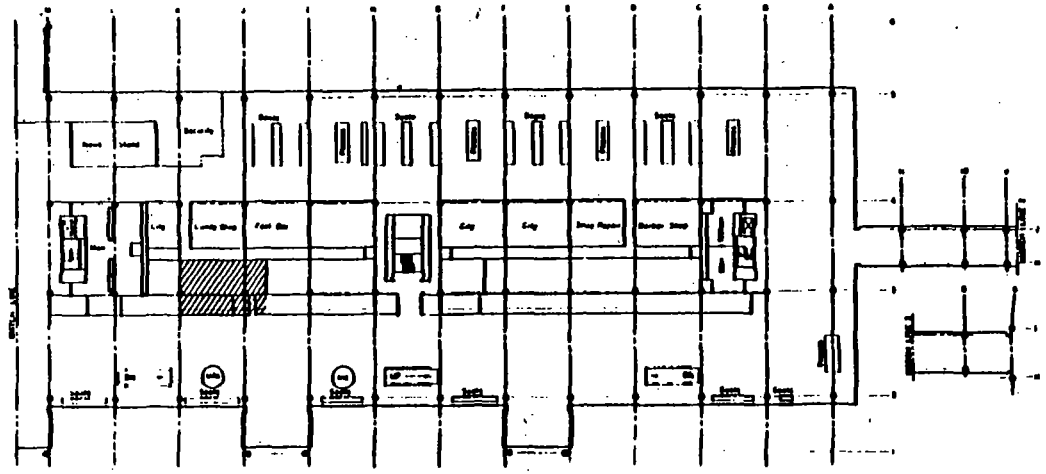
USAir

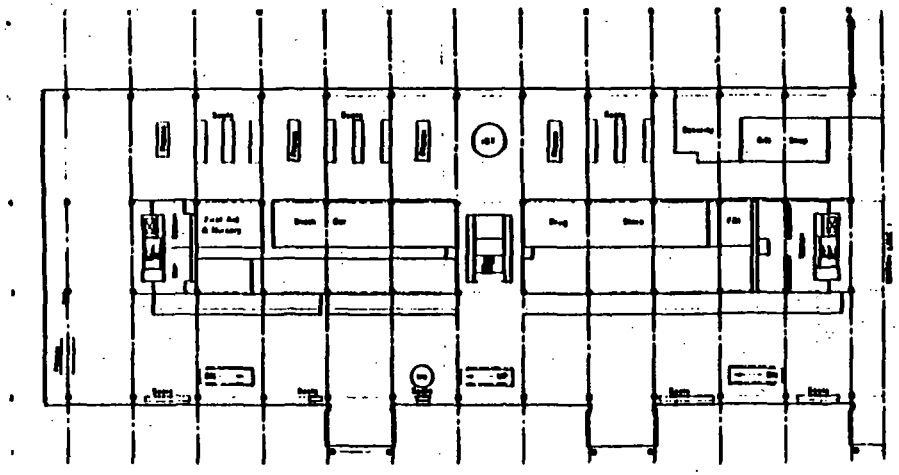
## EXHIBIT J-1

## AIRLINE'S PHASE II EXCLUSIVE USE PREMI ES

(a) City and Airline agree that Airline' Phase II Exclusive Use Premises in Terminal Building No. 3 id Concourse H, which are depicted in the Drawings of this Exhi it J-1, shall comprise approximately 16,515 square feet, o which 13,186 square feet shall be deemed Airline's Exist ig Footage, and approximately 3,329 square feet shall be deeme Airline's Additional Footage, which designation may be chang l pursuant to subparagraph (d) below.

(b) City and Airline agree that the exac configuration of the Exclusive Use Premises are su ject to changes and refinements prior to Airline's Date of beneficial Occupancy with regard thereto, which changes and r finements shall be subject to approval by City and Airline, id that when final decisions have been made and all necessary c nstruction drawings are completed, appropriate amendment shal 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

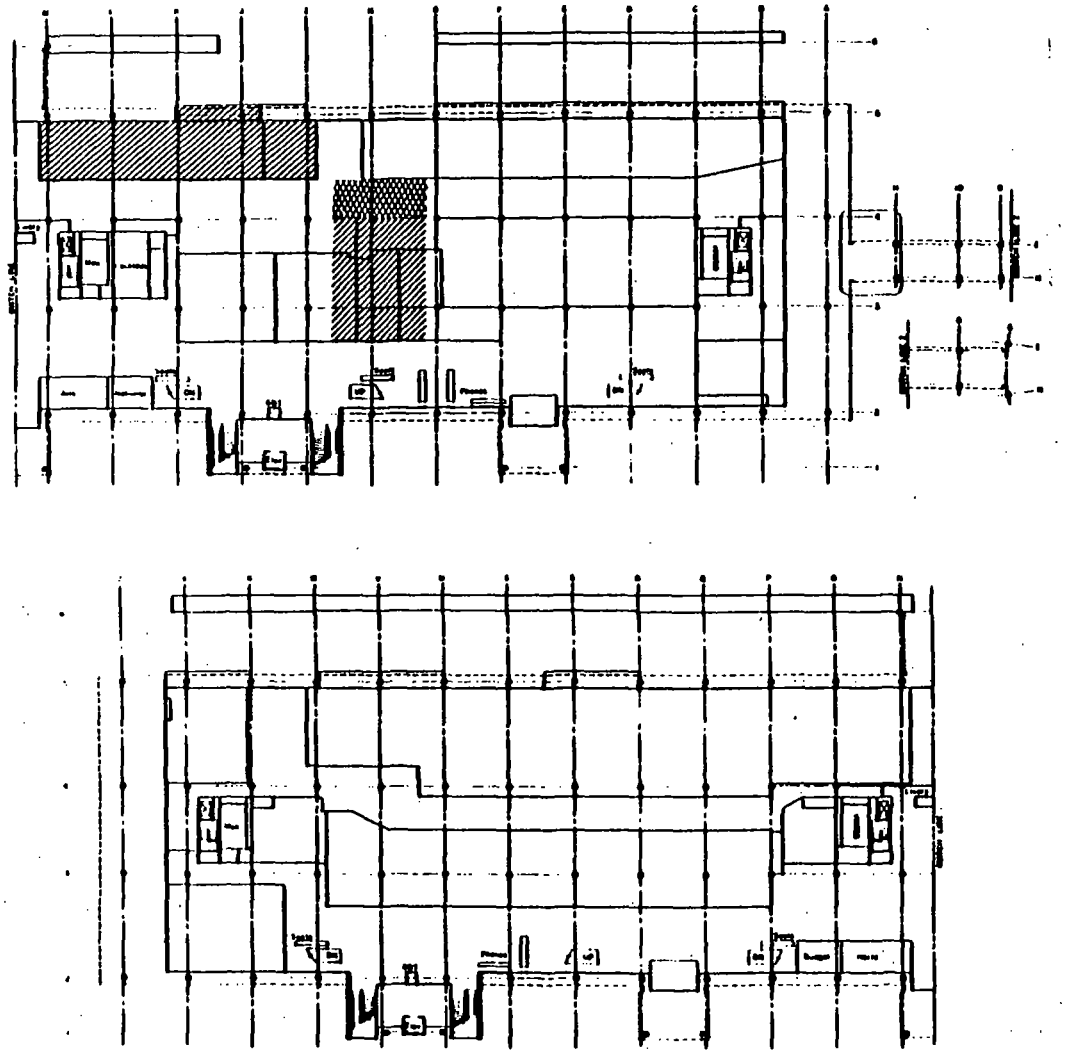
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M Byrne Mayor Thomas Rapsas 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

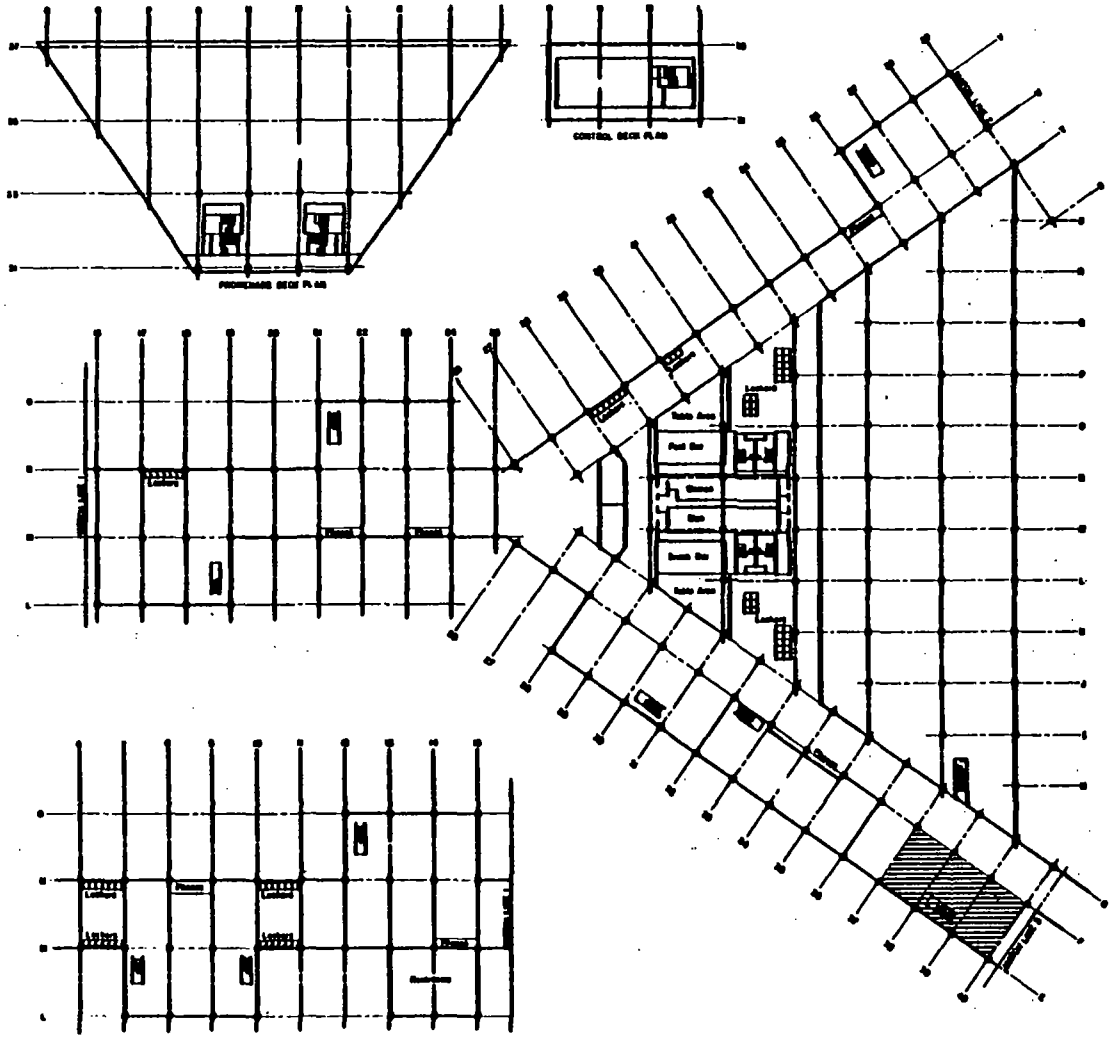
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M Byrne Mayor Thomas Ruggels Commissioner of Aviation Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1



## CONCOURSE HK SECOND LEVEL

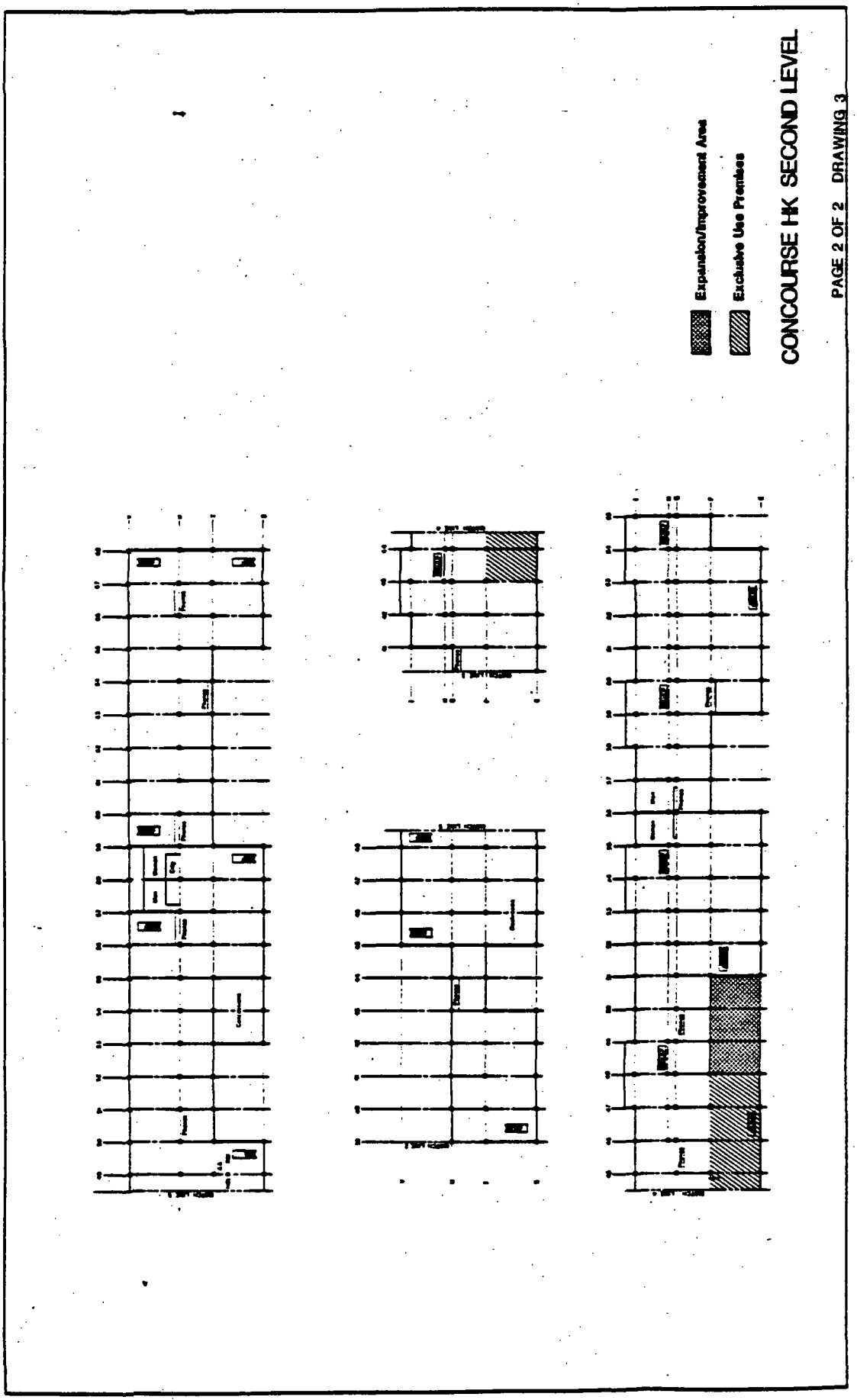
PAGE 1 OF 2 DRAWING 3

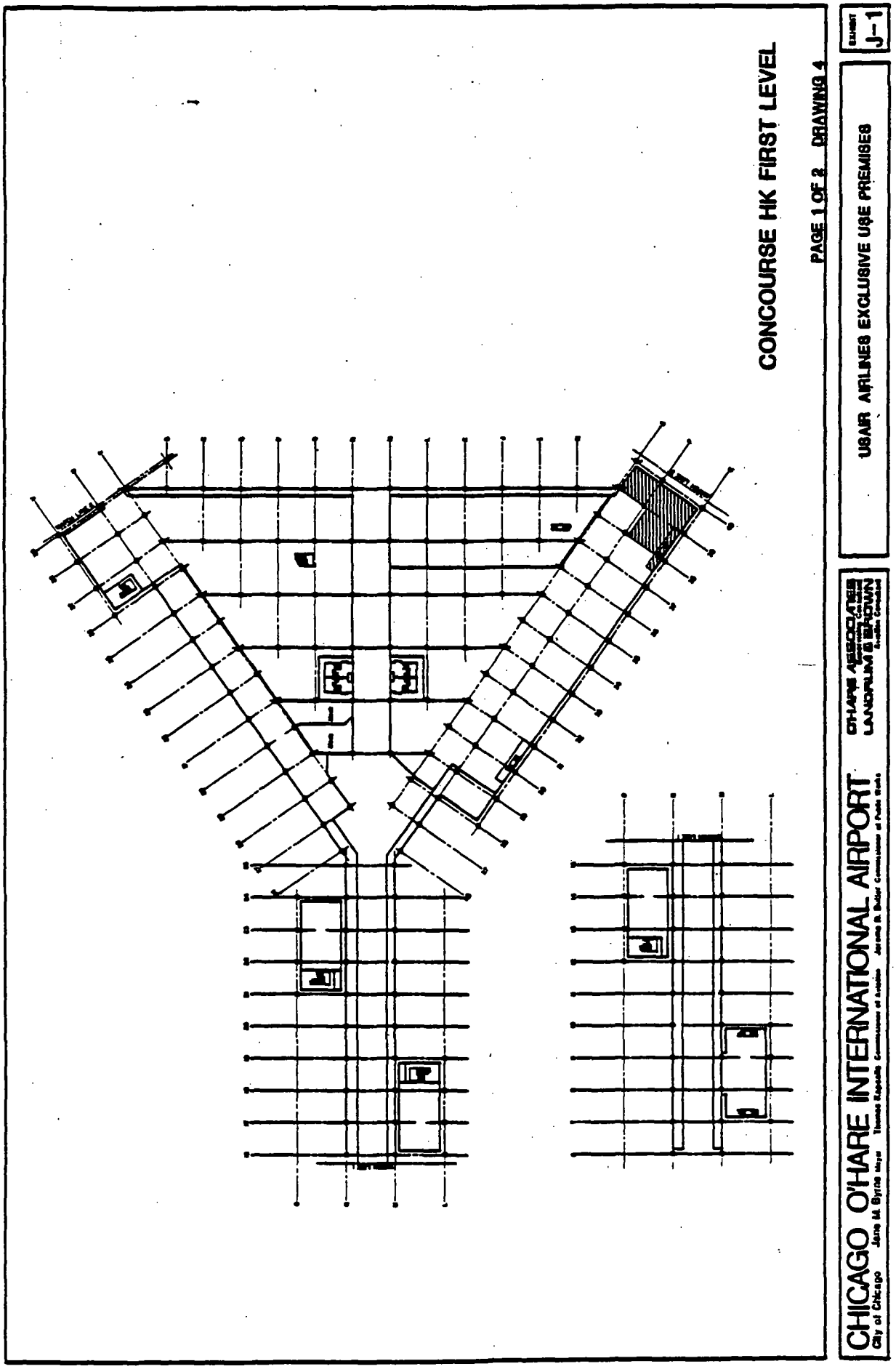
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome B. Butler Commissioner of Public Works

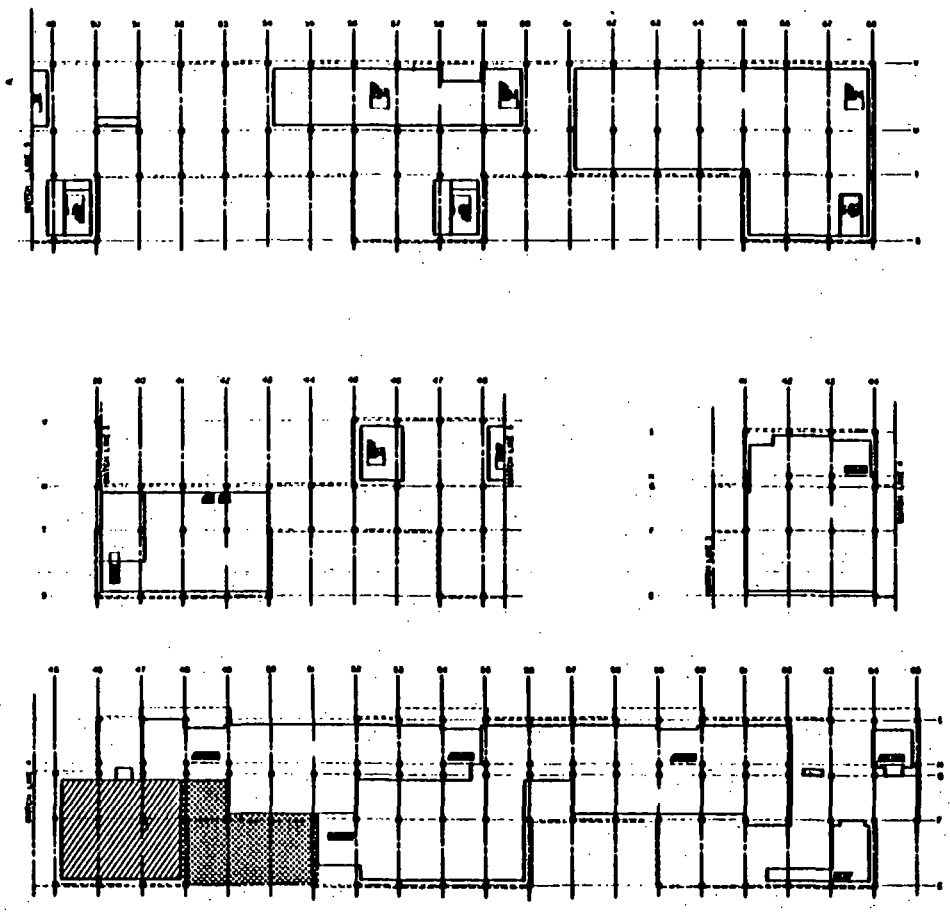
O'HARE ASSOCIATES
LANDRUM & BROWN

USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1


CONCOURSE HK SECOND LEVEL
PAGE 2 OF 2 DRAWING 3
Expansion/Improvement Area
Exclusive Use Premises
USAIR AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN


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
CHIARE ASSOCIATES
LANDRUM & BROWN



Expansion/Improvement Area

Exclusive Use Premises

## CONCOURSE HK FIRST LEVEL

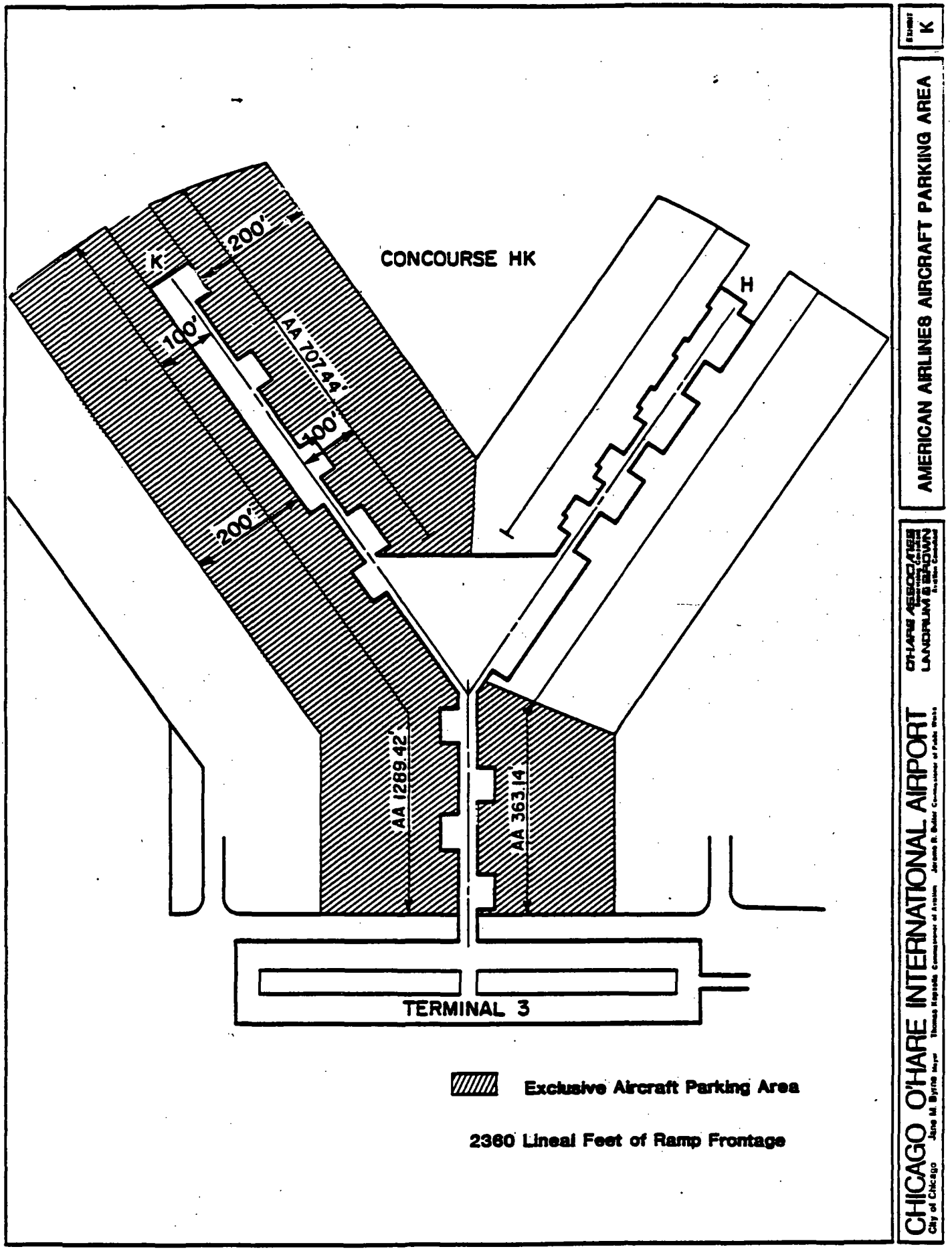
PAGE 2 OF 2 DRAWING 4

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M Byrne Thomas Kappalis Jerome R Butler
O'HARE ASSOCIATES
LANDRUM & BROWN

USAIR AIRLINES EXCLUSIVE USE PREMISES

EXHIBIT J-1

Journal pages 16171-16174 are a part of the agreement with American Airlines, Inc. only


CONCOURSE HK
K
H
200'
100'
AA 707.44'
300'
200'
AA 1289.42'
AA 363.14'
TERMINAL 3
Exclusive Aircraft Parking Area
2360 Lineal Feet of Ramp Frontage
AMERICAN AIRLINES AIRCRAFT PARKING AREA
Exhibit K
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
Jane M. Byrne Mayor
O'HARE ASSOCIATES
LANDRUM & BROWN

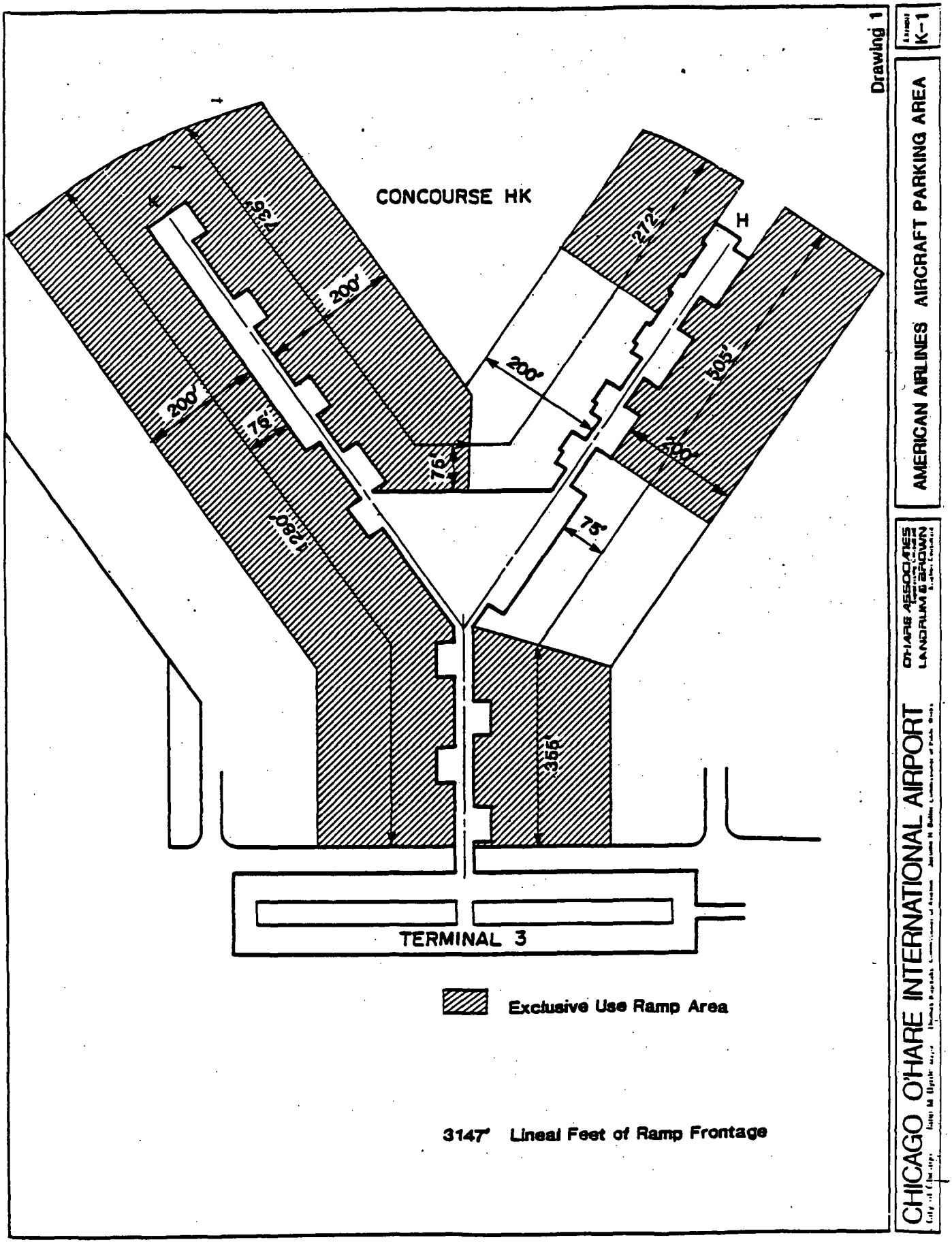
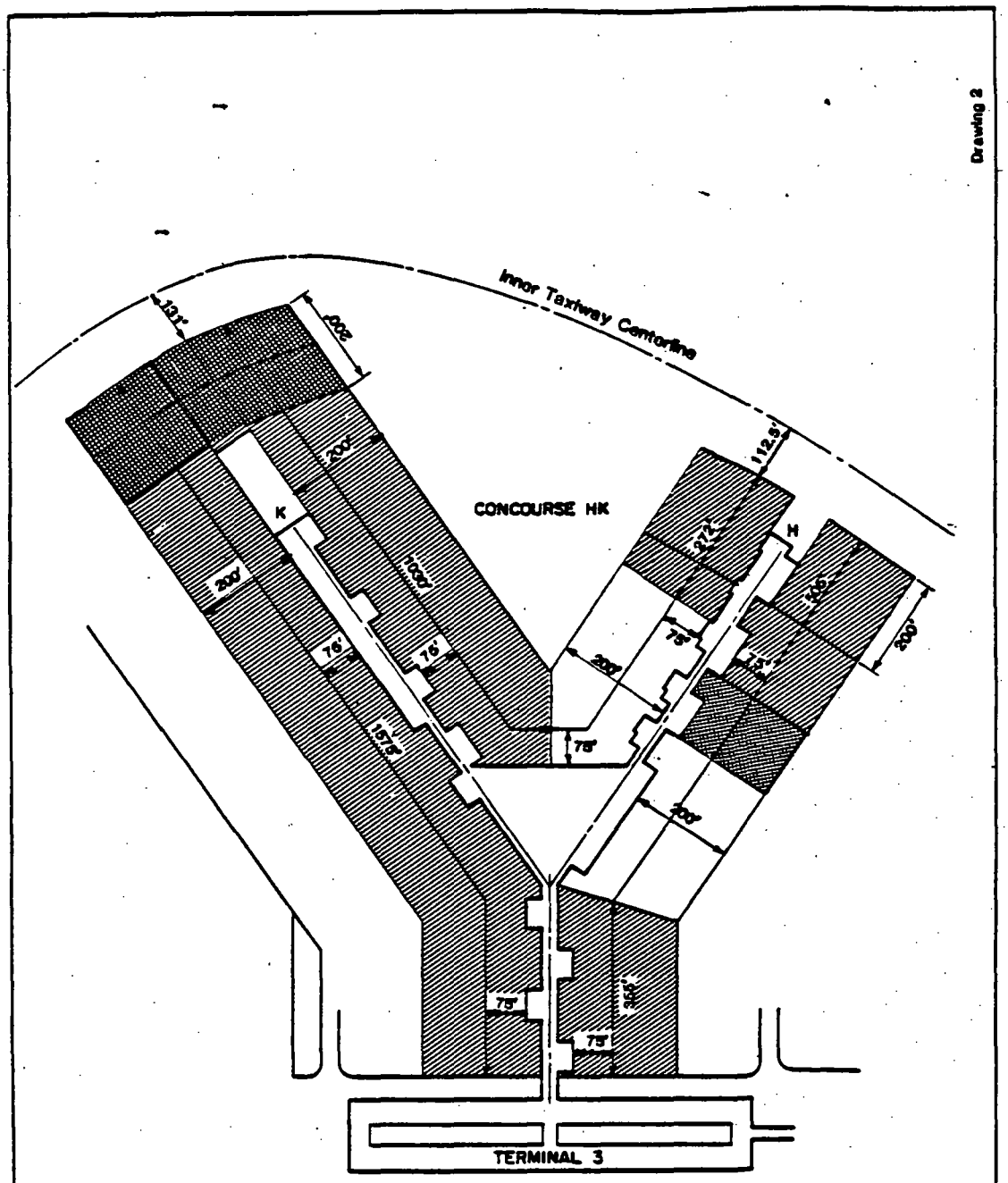

Drawing 1
Exhibit K-1
AMERICAN AIRLINES AIRCRAFT PARKING AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
CONCOURSE HK
H
TERMINAL 3
736'
200'
200'
75'
1,280'
76'
200'
272'
505'
200'
75'
356'
Exclusive Use Ramp Area
3147' Lineal Feet of Ramp Frontage

Exhibit K-1

Drawing 2

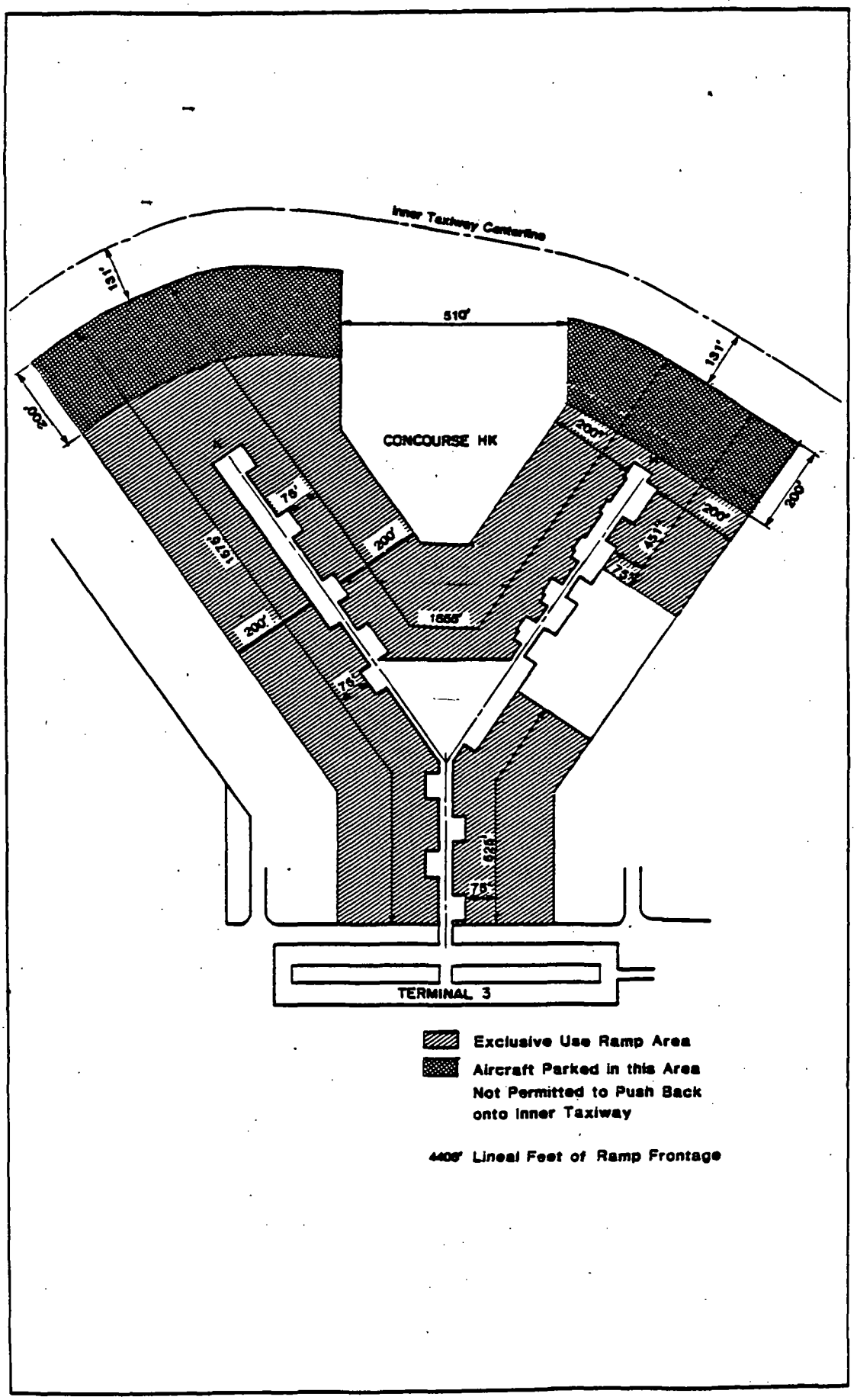



AMERICAN AIRLINES AIRCRAFT PARKING AREA

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago

O'HARE ASSOCIATES
LANDRUM & BROWN


Inner Taxiway Centerline
131'
510'
131'
200'
CONCOURSE HK
200'
78'
200'
1576'
200'
1855'
200'
431'
75'
200'
200'
75'
626'
75'
TERMINAL 3
Exclusive Use Ramp Area
Aircraft Parked in this Area
Not Permitted to Push Back
onto Inner Taxiway
4406' Lineal Feet of Ramp Frontage
EXHIBIT K-2
AMERICAN AIRLINES AIRCRAFT PARKING AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN

Journal pages 16176-16177 are a part of the agreement with Delta Airlines, Inc. only

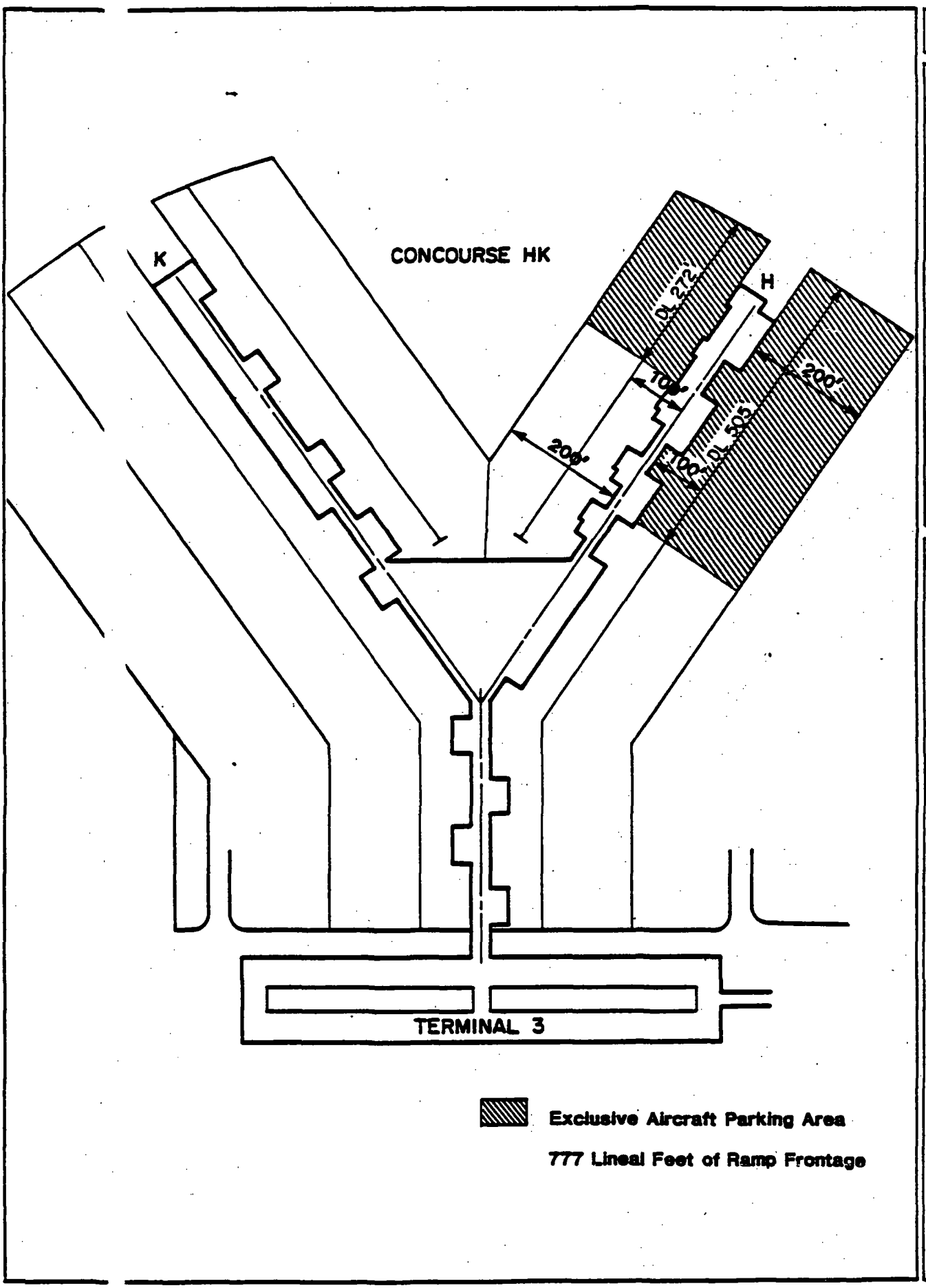



Exhibit K

DELTA AIRLINES AIRCRAFT PARKING AREA

O'HARE ASSOCIATES
LANDRUM & BROWN

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago

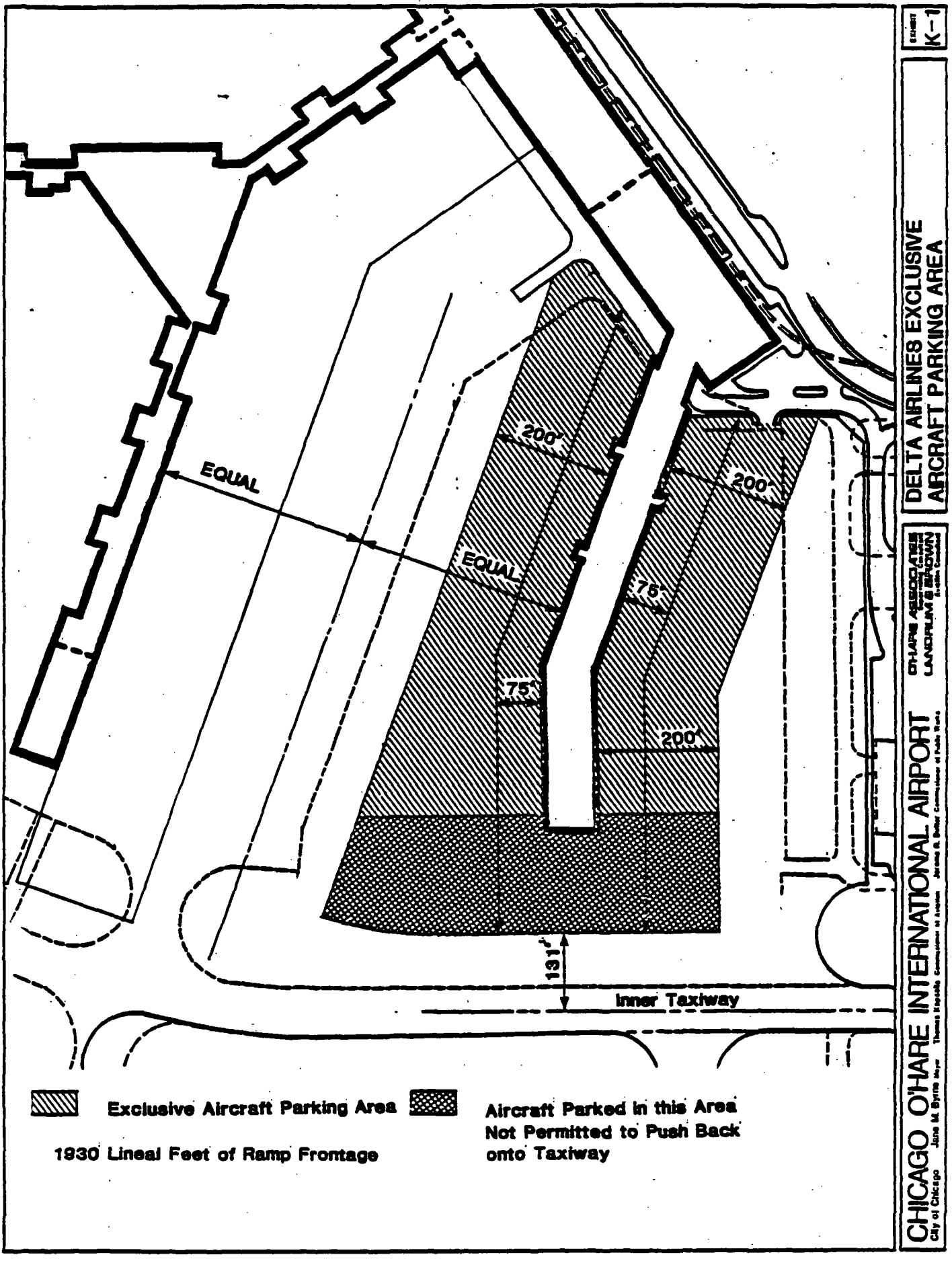


EXHIBIT K-1
DELTA AIRLINES EXCLUSIVE AIRCRAFT PARKING AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
EQUAL
EQUAL
200'
200'
200'
75'
75'
131'
Inner Taxiway
Exclusive Aircraft Parking Area
1930 Lineal Feet of Ramp Frontage
Aircraft Parked in this Area Not Permitted to Push Back onto Taxiway

Journal pages 16179-16180 are a part of the agreement with Northwest Orient Airlines, Inc. only.

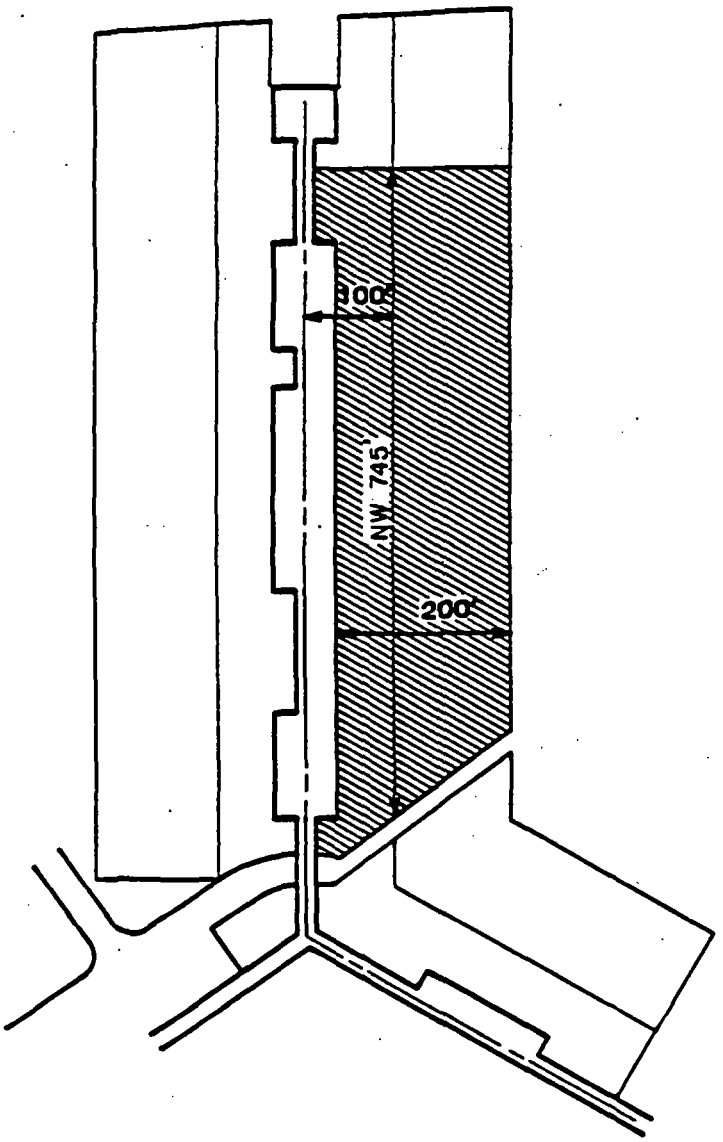
EXHIBIT K

NORTHWEST AIRLINES AIRCRAFT PARKING AREA

CHICAGO O'HARE INTERNATIONAL AIRPORT

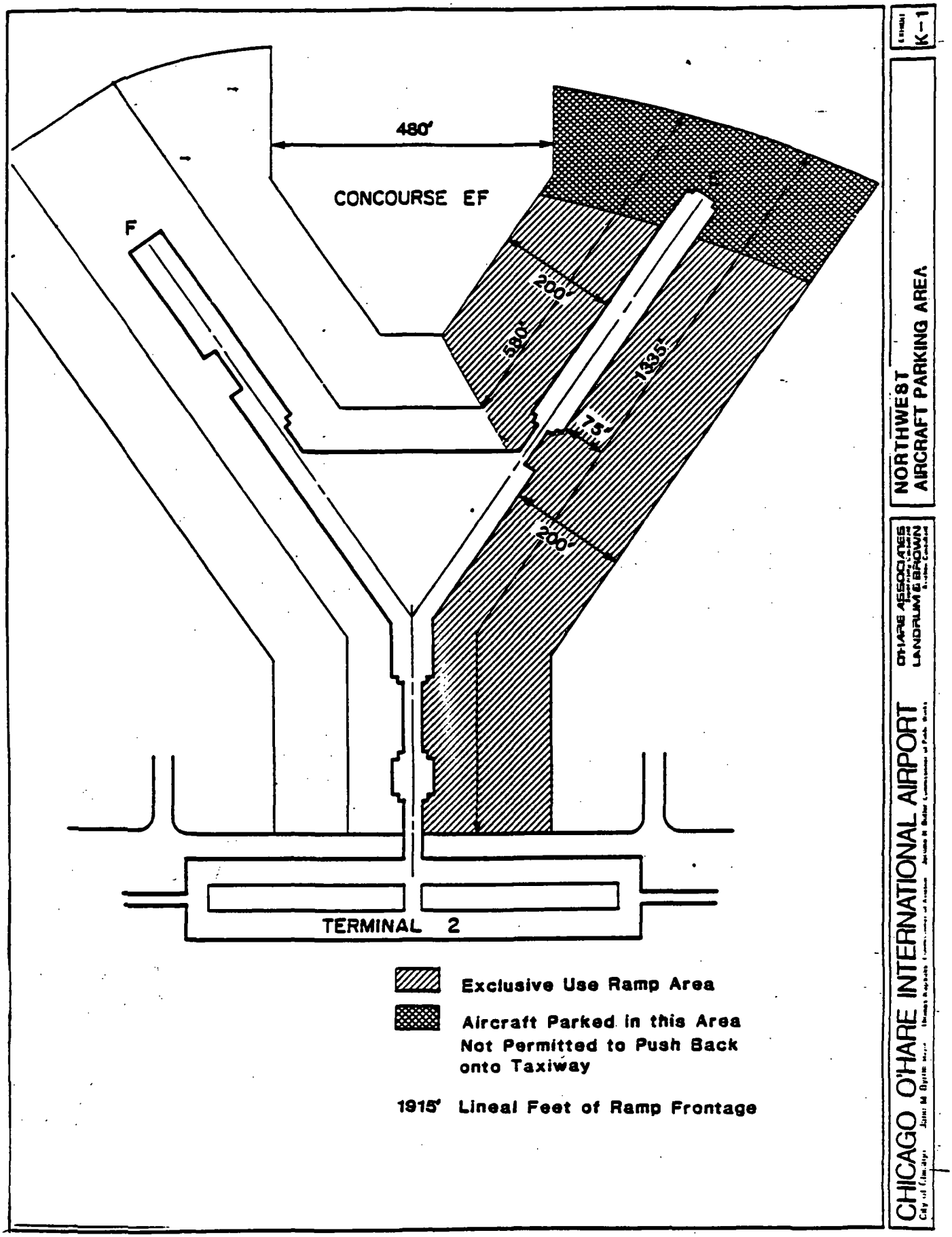
O'HARE ASSOCIATES LANDRUM & BROWN

CONCOURSE D




Exclusive Aircraft Parking Area

745 Lineal Feet of Ramp Footage


480'
CONCOURSE EF
F
200'
590'
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
K-1
NORTHWEST AIRCRAFT PARKING AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN

Journal pages 16182-16185 are a part of the agreement with Trans World Airlines, Inc. only

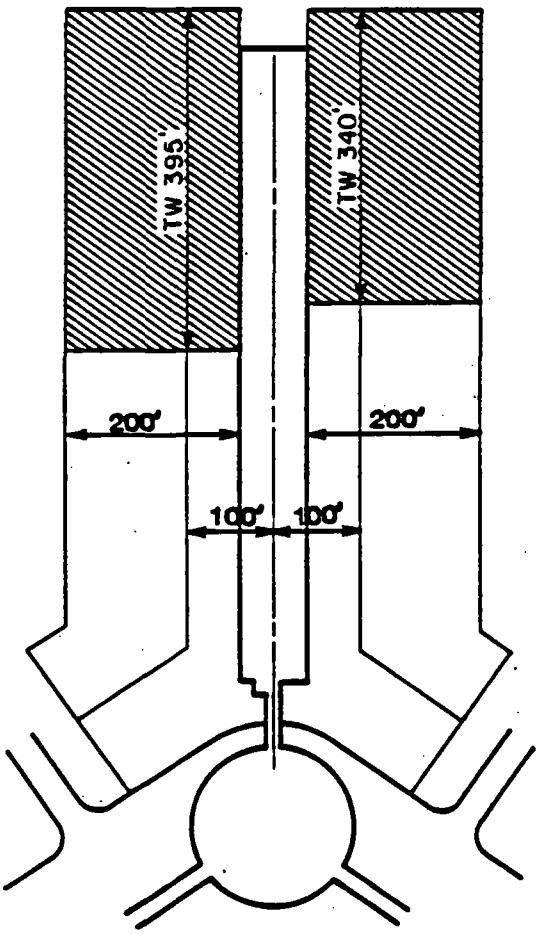
EXHIBIT K

CHICAGO O'HARE INTERNATIONAL AIRPORT

O'HARE ASSOCIATES
LANDRUM & BROWN

TRANS WORLD AIRLINES
AIRCRAFT PARKING AREA

CONCOURSE G

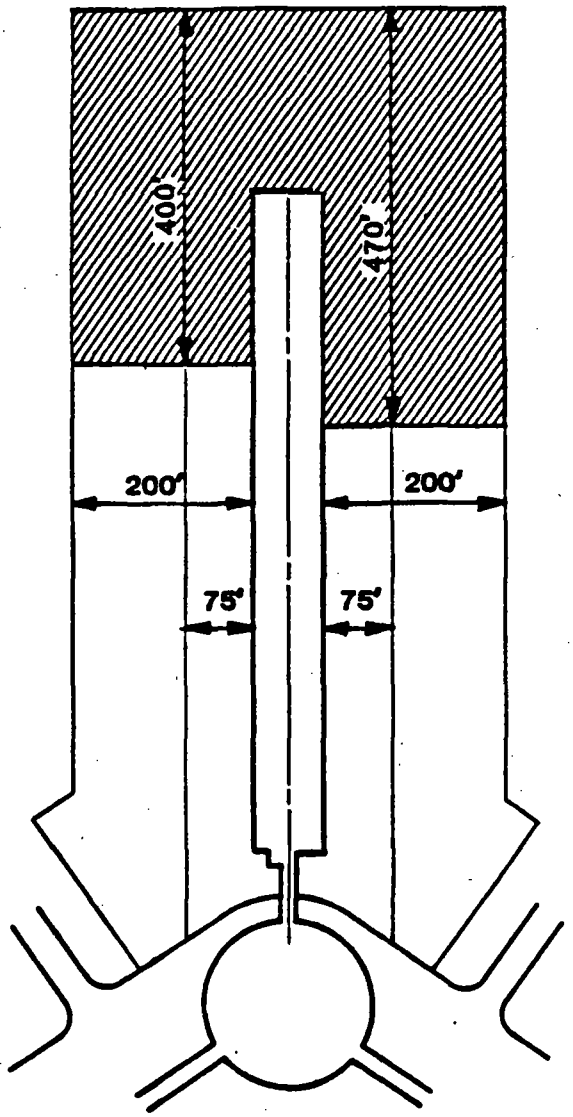



Exclusive Aircraft Parking Area

735 Lineal Feet of Ramp Frontage

EXHIBIT K-1

TRANS WORLD AIRLINE'S AIRCRAFT PARKING AREA




CONCOURSE G

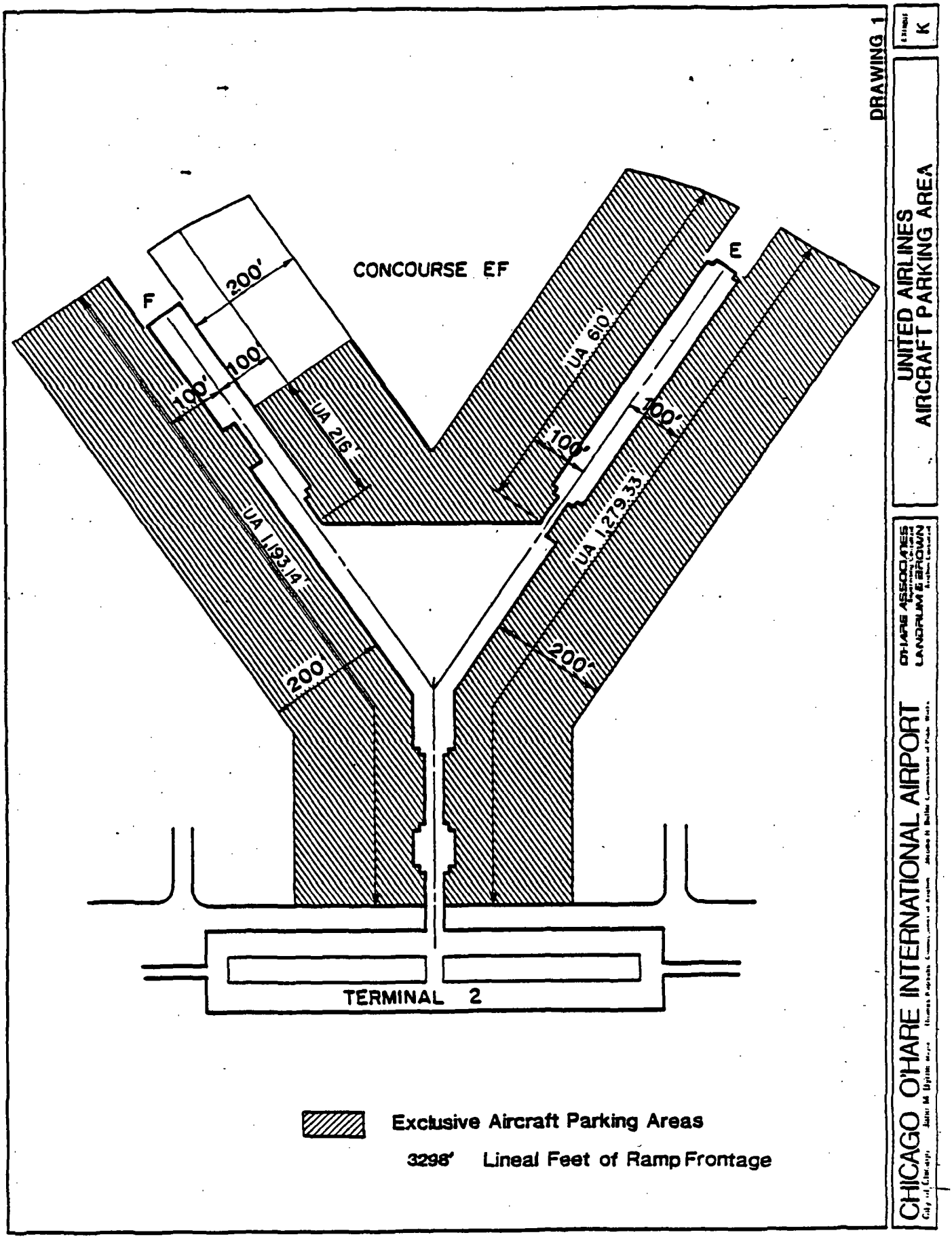
Exclusive Aircraft Parking Area

870 Lineal Feet of Ramp Frontage

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Hagoski Commissioner of Aviation Jerome B. Butler Commissioner of Public Works

O'HARE ASSOCIATES Planning Consultants LANDRUM & BROWN Aviation Consultants

Journal pages 16185—16197 are a part of the agreement with United Airlines, Inc. only.


DRAWING 1
ISSUE K
UNITED AIRLINES
AIRCRAFT PARKING AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
CONCOURSE EF
F
E
200'
100'
100'
UA 216'
UA 610'
100'
100'
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

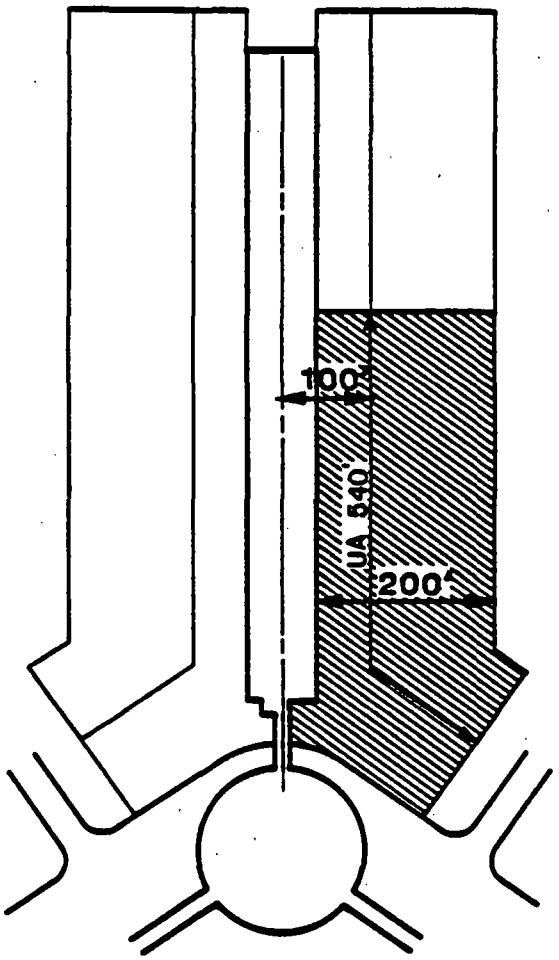
UNITED AIRLINES AIRCRAFT PARKING AREA

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago

CHARLES ASSOCIATES LANDRUM & BROWN

CONCOURSE G




Exclusive Aircraft Parking Area

540 Lineal Feet of Ramp Frontage

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

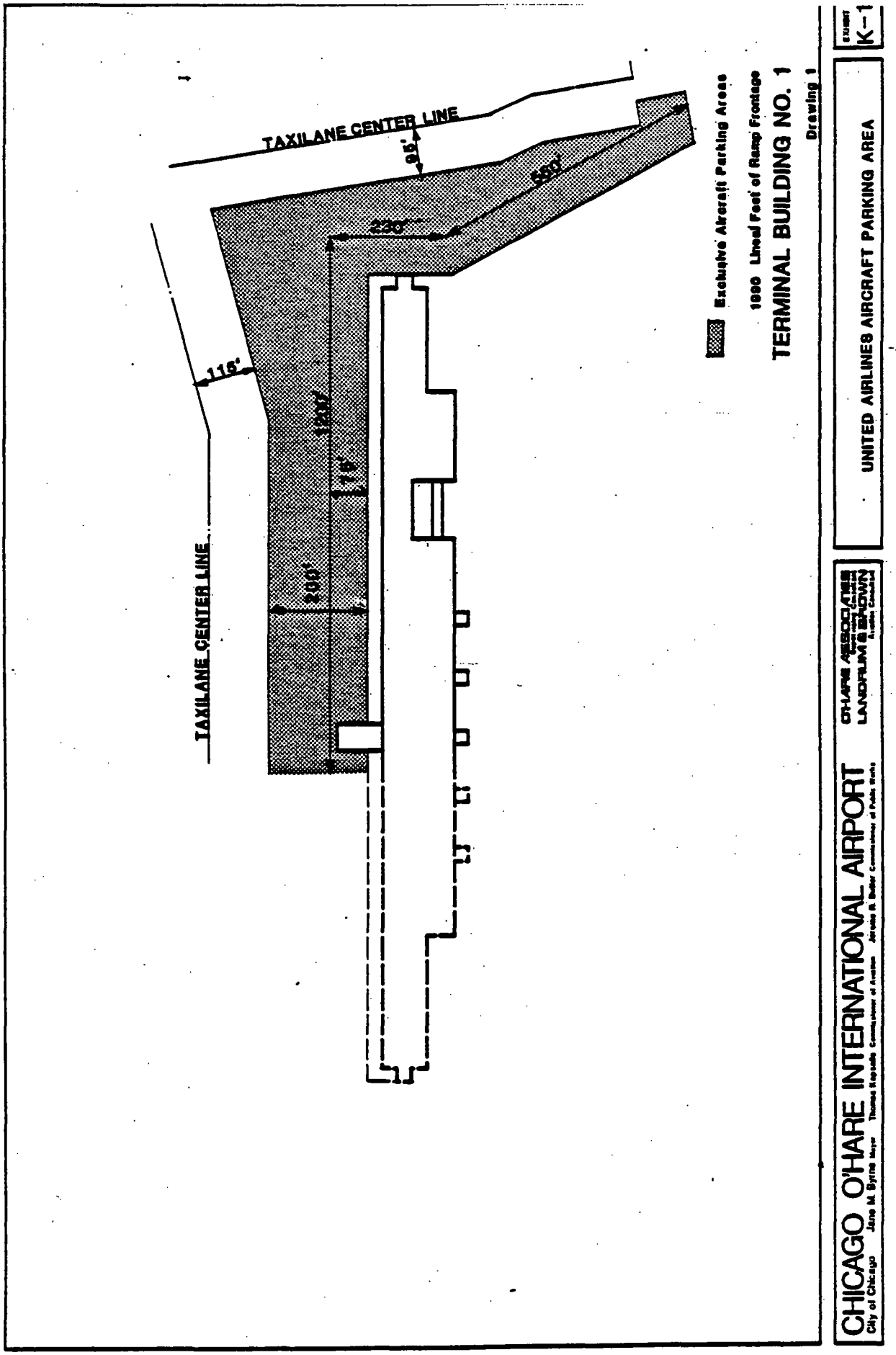
the technicality of attaching new Exhibit K-1 pages to this Agreement, to reflect that the Exclusive Aircraft Parking Area affected by the exercise of said option will be included in Airline's Aircraft Parking Areas for its Phase II Exclusive Use Premises, as set forth in Paragraph (a) above of this Exhibit K-1.

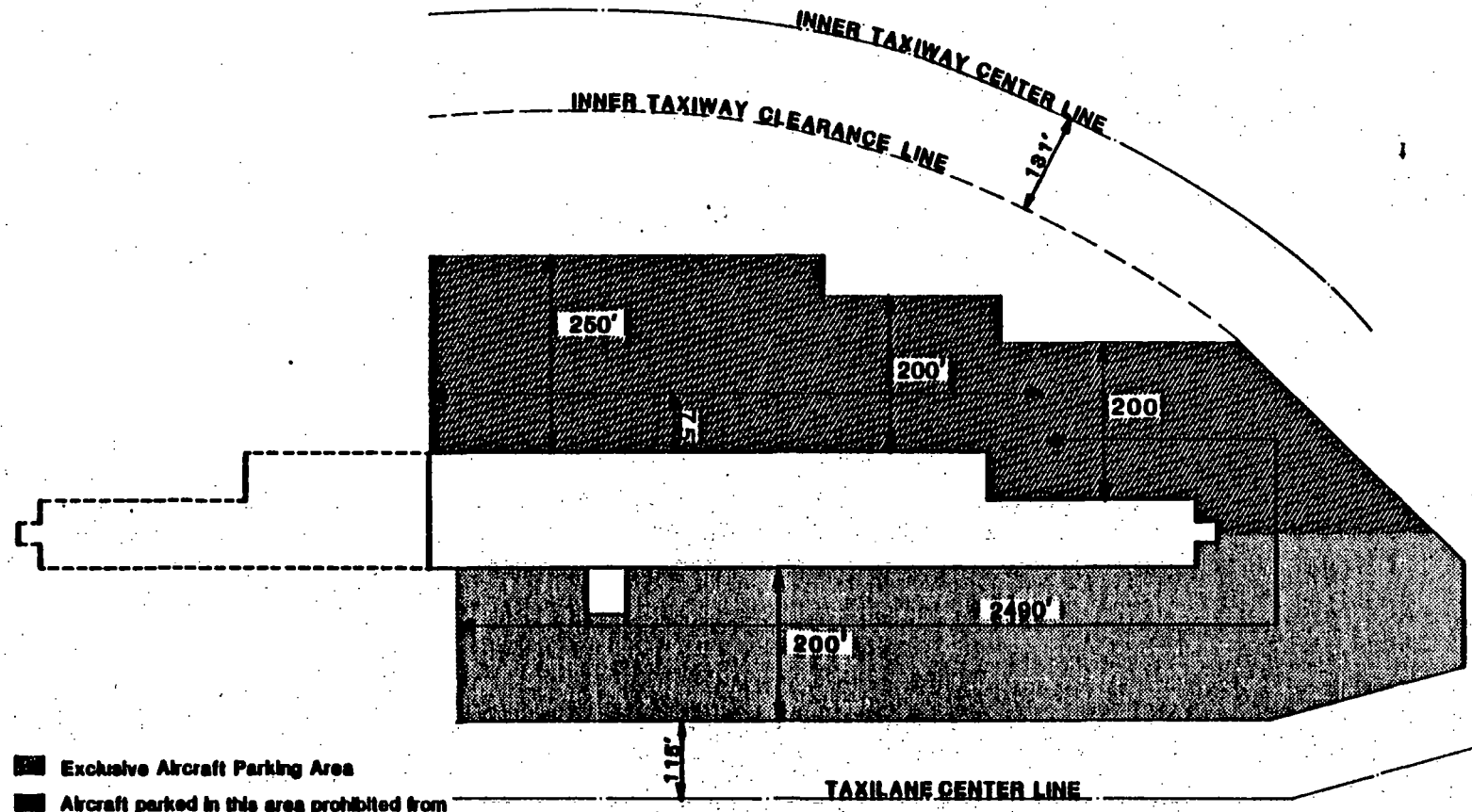
(iii) Upon exercise by Airline of said option with respect to any or all of the described premises, City and Airline agree that Airline shall provide for Braniff Airways, Incorporated ("Braniff") or a successor-in-interest approved by the United States Bankruptcy Court for the Northern District of Texas (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 <u>two hundred (200) feet</u> 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
95'
559'
230'
115'
1237'
TAXILANE CENTER LINE
380'
Exclusive Aircraft Parking Area
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
CHARLES 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 Rapello Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

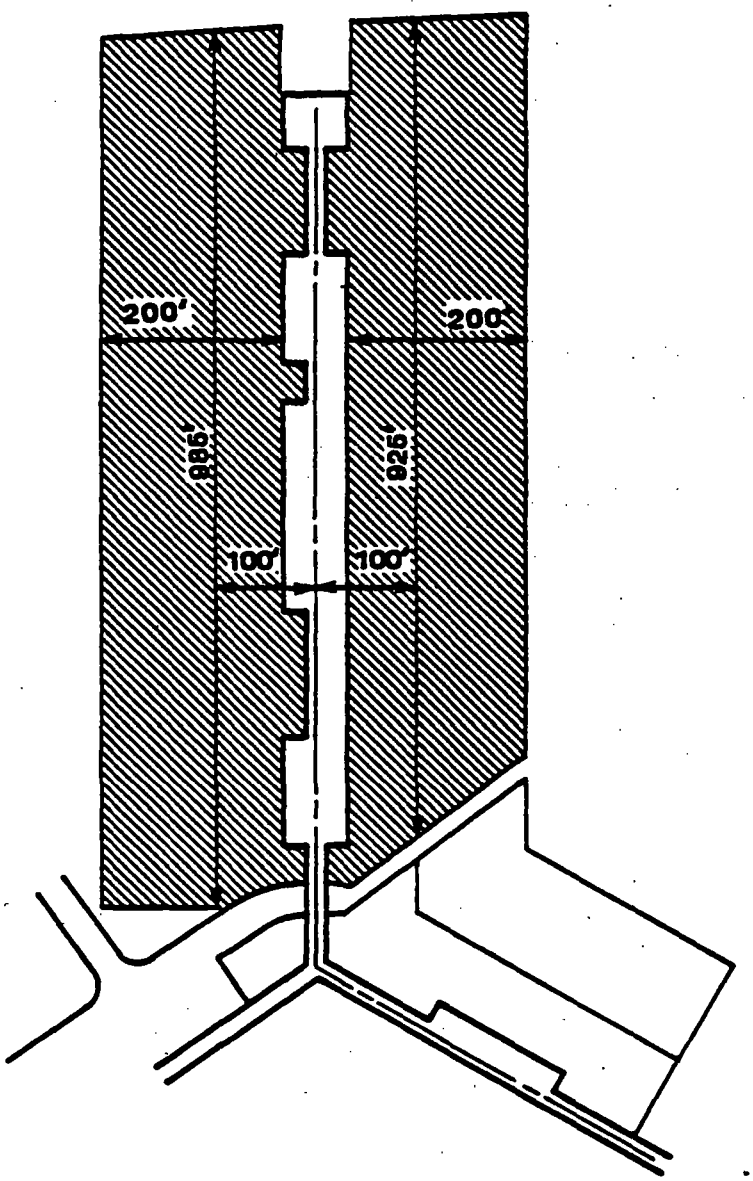
O'HARE ASSOCIATES Planning Consultant LANDRUM & BROWN Aviation Consultant

UNITED AIRLINES AIRCRAFT PARKING AREA

EXHIBIT K-1

DRAWING 3

CONCOURSE D




Exclusive Aircraft Parking Area

1910 Lineal Feet of Ramp Frontage

UNITED AIRLINES AIRCRAFT PARKING AREA

K-1

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago

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.

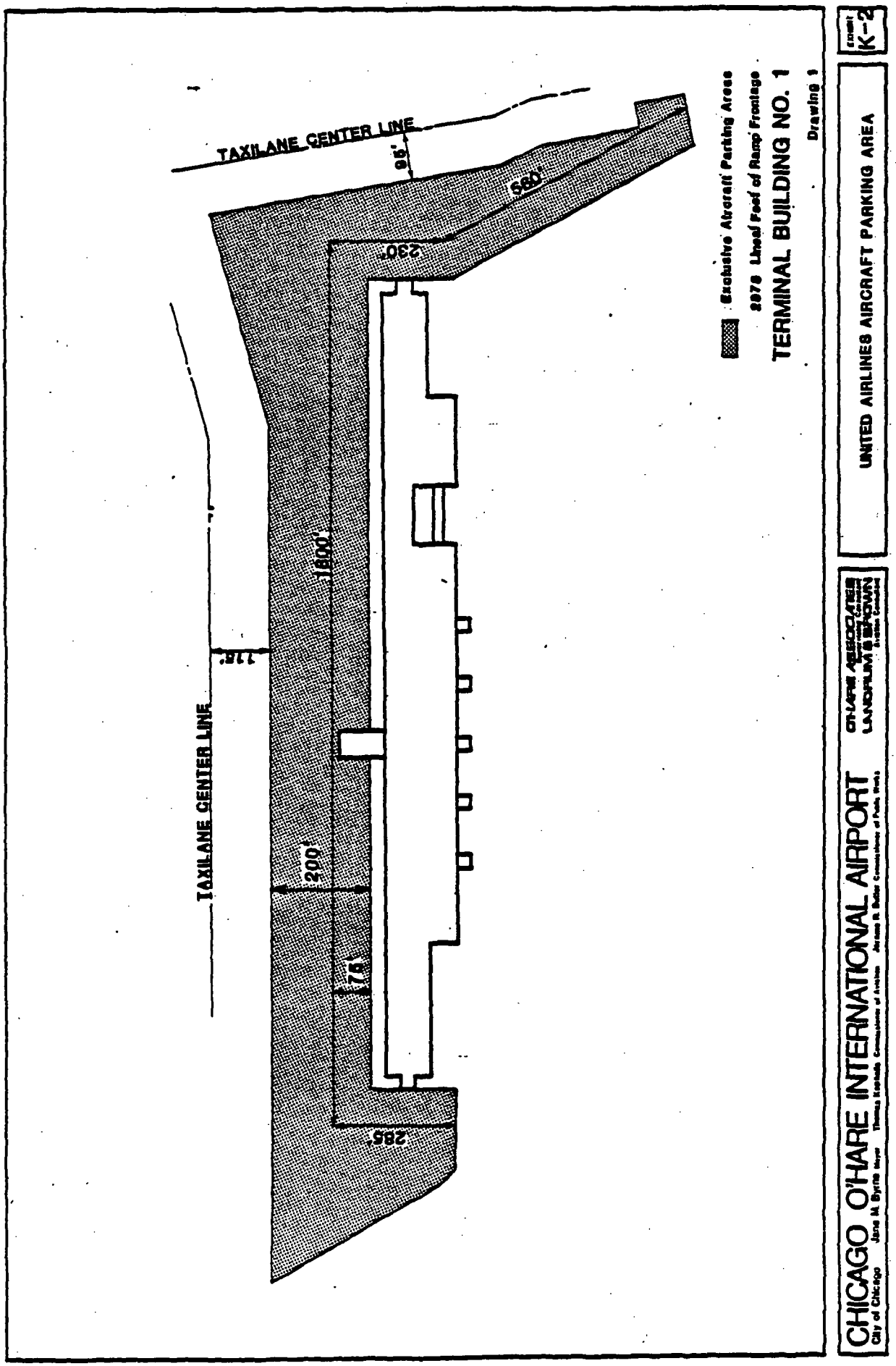
(iii) Airline agrees to accommodate Braniff or a Successor by means of a sublease of the premises depicted in said Drawing No. 3, the term of which sublease shall not extend beyond January 1, 1999 or, upon request of City, Airline shall execute all documents necessary to release said premises to City for the sole purpose of City then leasing said premises directly to Braniff or a Successor.

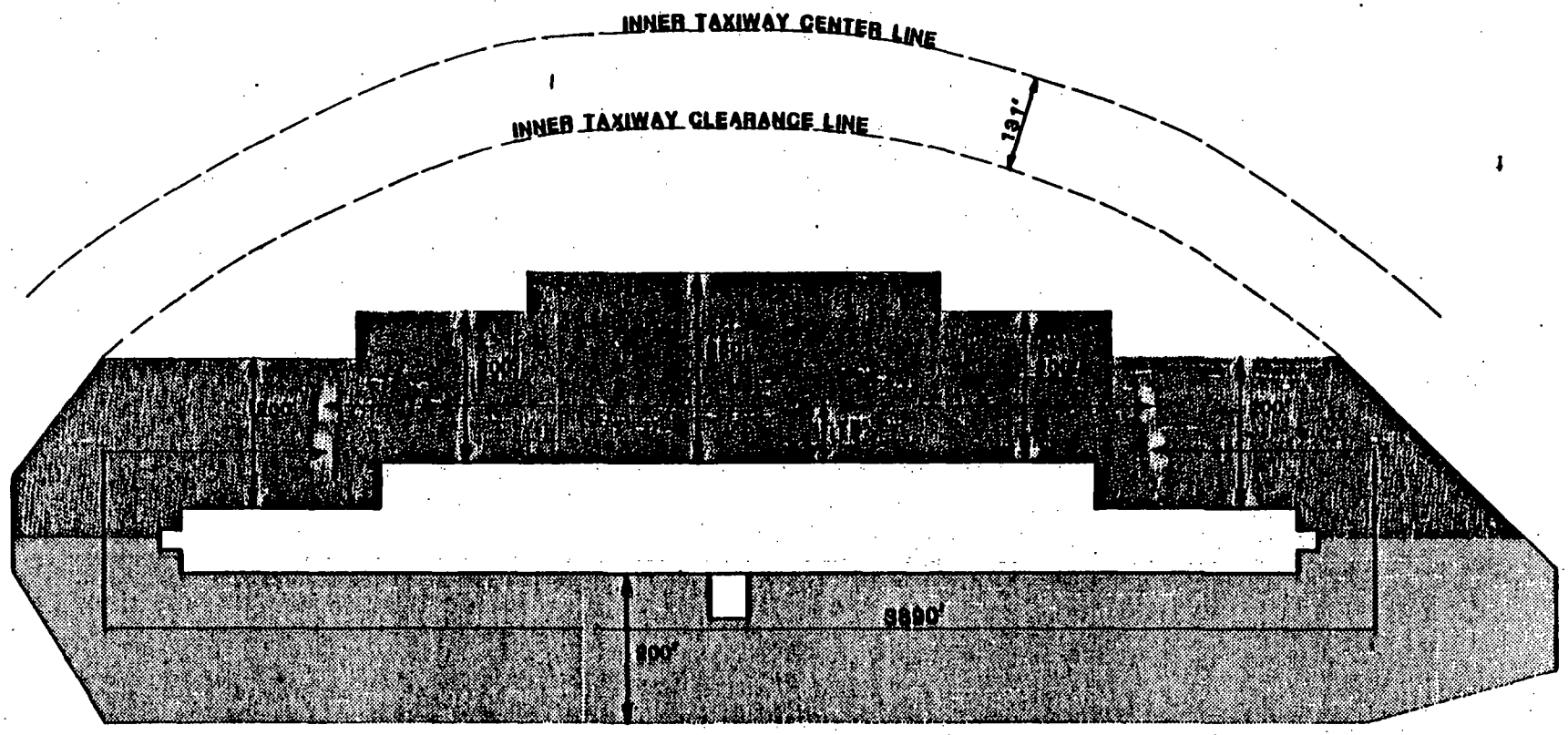
(iv) City and Airline agree that, other than the Exclusive Aircraft Parking Area depicted in said Drawing No. 3 and the Hold Area and Operations Area depicted in Drawing Nos. 9 and 10 of Exhibit J-2, no premises shall be leased or otherwise provided to Braniff or a Successor in and around Terminal Building 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.


TAXILANE CENTER LINE
95'
580'
230'
1800'
118'
TAXILANE CENTER LINE
200'
176'
285'
Exclusive Aircraft Parking Areas
Lineal Feet of Ramp Frontage
TERMINAL BUILDING NO. 1
Drawing 1
UNITED AIRLINES AIRCRAFT PARKING AREA
Exhibit K-2
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
LANDRUM & BROWN




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

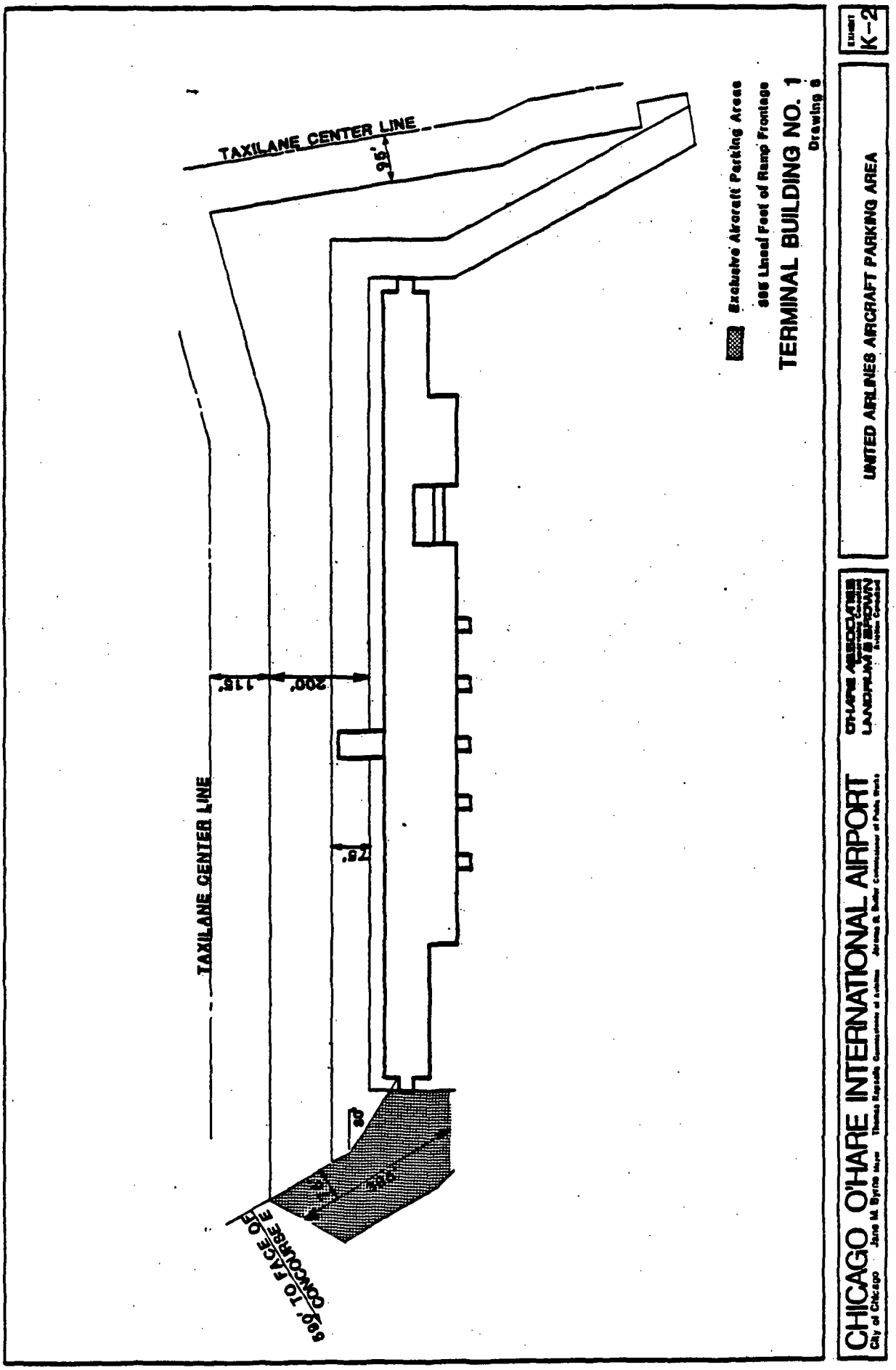
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

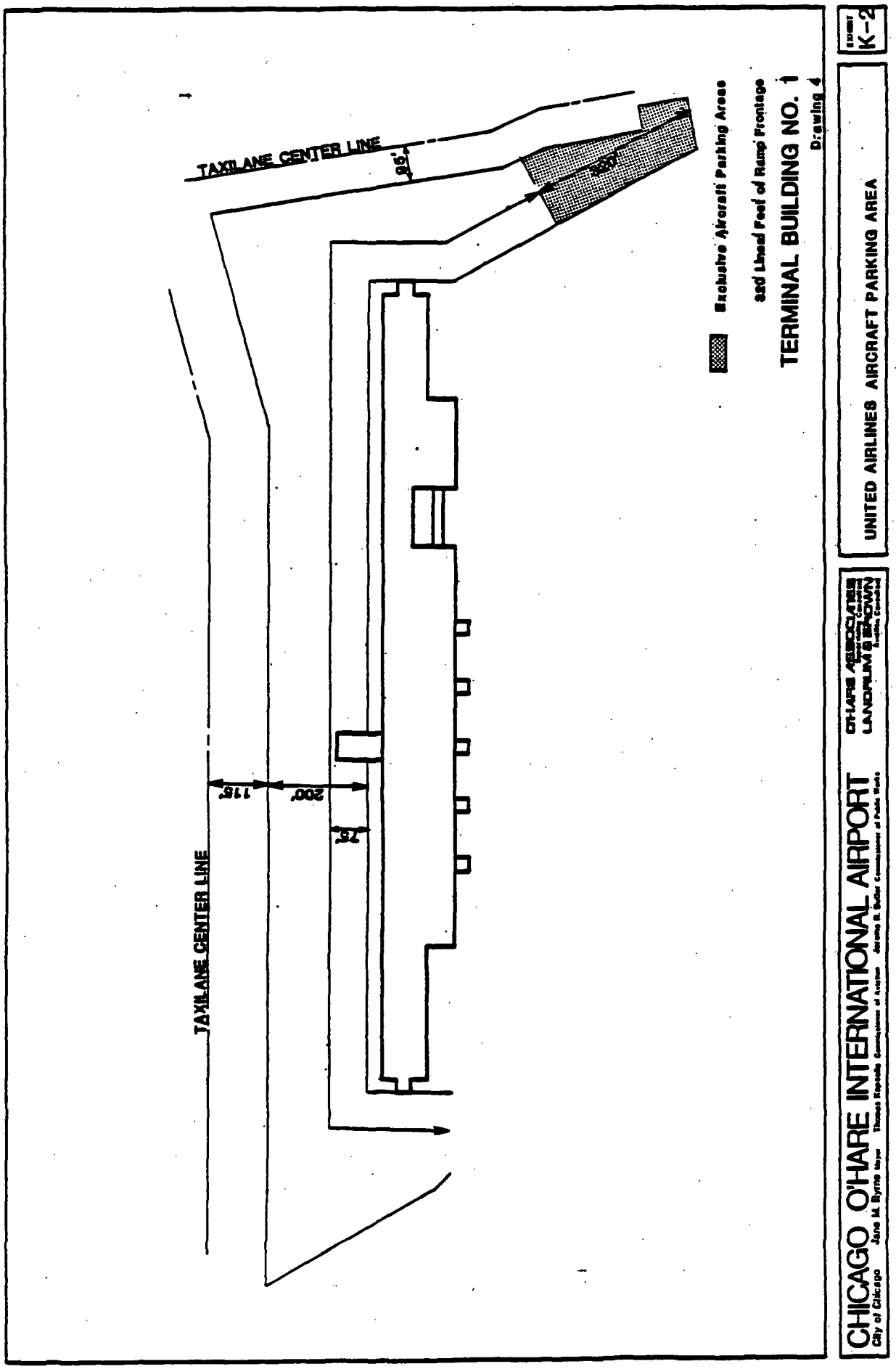
O'HARE ASSOCIATES
LANDRUM & BROWN

UNITED AIRLINES AIRCRAFT PARKING AREA

EXHIBIT K-2

16195


TAXILANE CENTER LINE
95'
TAXILANE CENTER LINE
115'
200'
75'
25'
600' TO FACE OF CONCOURSE E
Exclusive Aircraft Parking Areas
885 Lineal Feet of Ramp Frontage
TERMINAL BUILDING NO. 1
Drawing 6
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
UNITED AIRLINES AIRCRAFT PARKING AREA
Exhibit K-2


TAXILANE CENTER LINE
95'
TAXILANE CENTER LINE
118'
200'
75'
Exclusive Aircraft Parking Areas
and Lined Roof of Ramp Frontage
TERMINAL BUILDING NO. 1
Drawing 4
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
UNITED AIRLINES AIRCRAFT PARKING AREA
EXHIBIT K-2

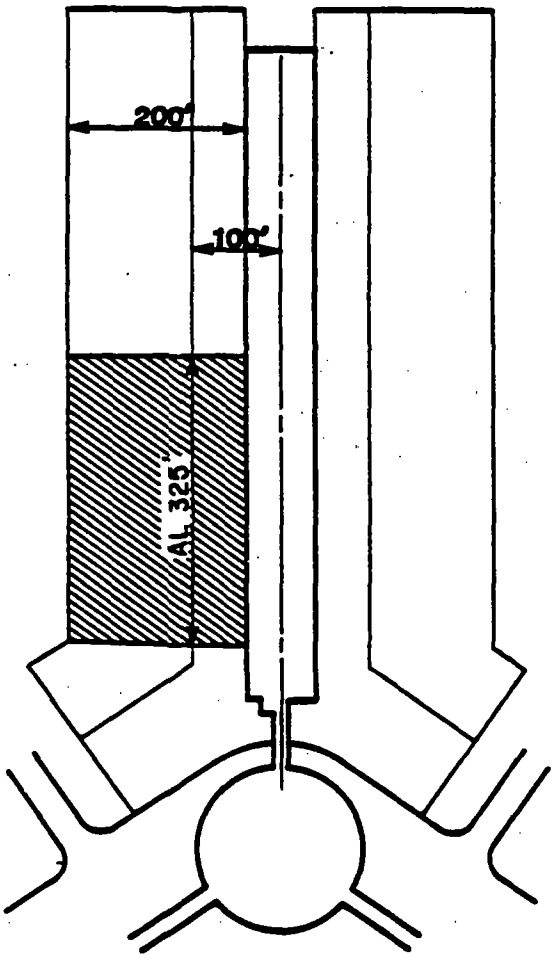
Journal pages 16199-16200 are a part of the agreement with US Air, Inc. only.

EXHIBIT K

USAIR AIRLINES AIRCRAFT PARKING AREA

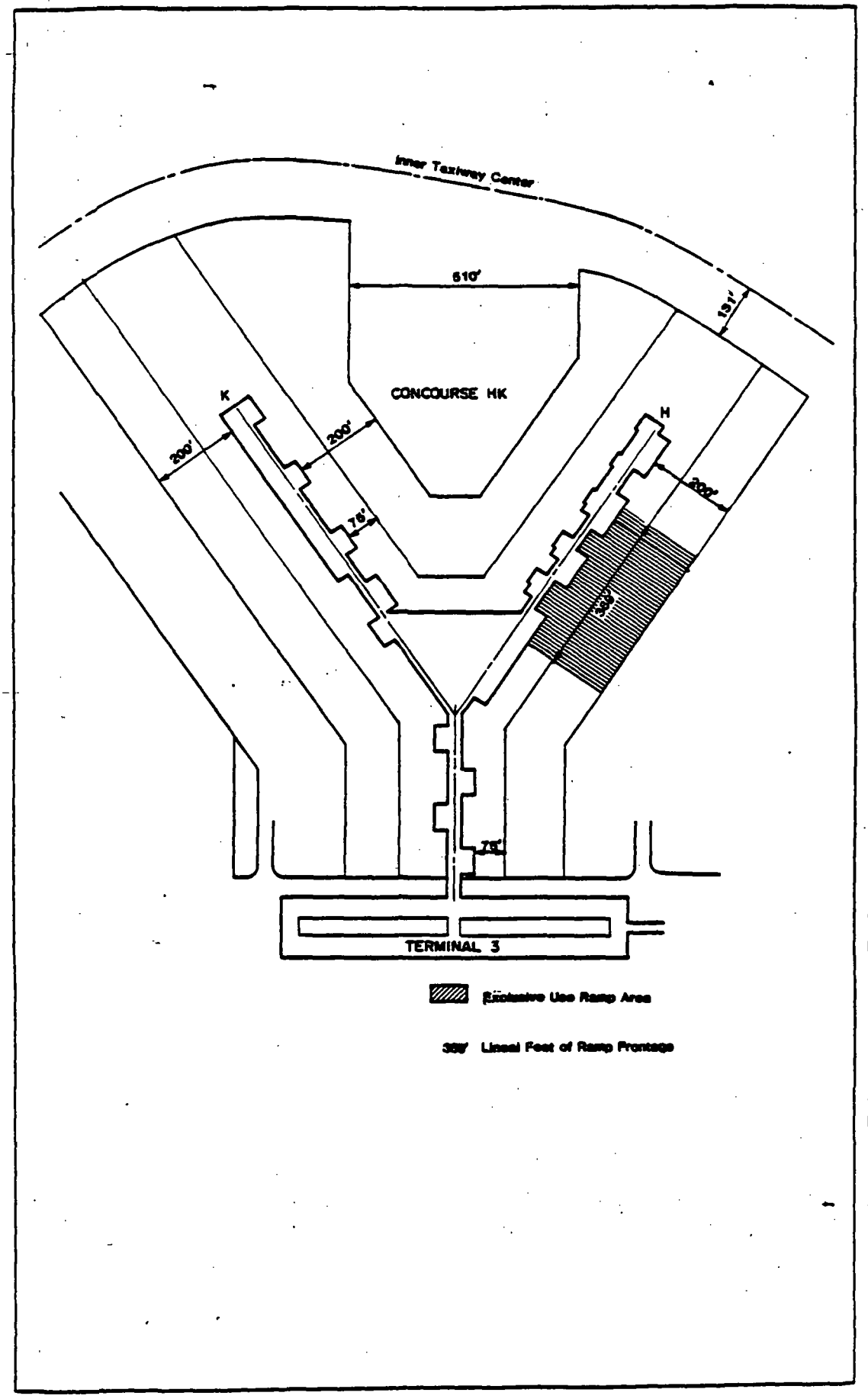
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Kapsalis Commissioner of Aviation Jerome D. Butler Commissioner of Public Works
CHARLES ASSOCIATES LANDRUM & BROWN

## CONCOURSE G




Exclusive Aircraft Parking Area

325 Lineal Feet of Ramp Frontage


Inner Taxiway Center
610'
131'
CONCOURSE HK
K
H
200'
200'
200'
76'
393'
75'
TERMINAL 3
Exclusive Use Ramp Area
393' Lineal Feet of Ramp Frontage
CHICAGO O'HARE INTERNATIONAL AIRPORT
USAIR AIRCRAFT PARKING AREA
K-1

# 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 16209 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 16211 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 16213 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 16215 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 16217 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

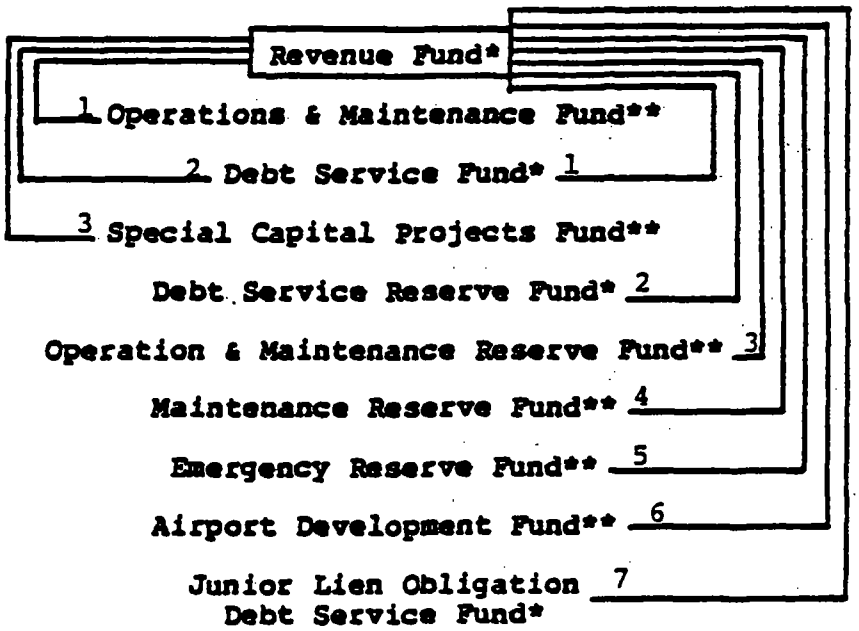
1/ Except as specified in individual leases.
2/ Airline-installed devices and lamp/ballast replacement.
3/ Cleaning of grates and diffusers only.
4/ Exclusive/joint use systems installed by Airline.
5/ Pavement marking and cleaning at apron gates.
6/ Excluding glass in perimeter walls.
7/ By Airline 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 = 0).

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)

**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:**

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

**S = $3,000,000**
**T = 100,000 square feet**
**U = 150,000 square feet**
**V = 700,000 square feet**
**W = 550,000 square feet**

$$\$3,000,000 - (\$3,000,000 \times \frac{100,000}{150,000} \times \frac{700,000}{550,000}) = \$\ 454,546^{*}$$

**(* 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 ( AIRLINE X's TERMINAL AREA USE CHARGE**

| Formula | | Calculation | | Charge |
|---|---|---|---|---|
| $\frac{A}{B} \times (C + C^1)$ | : | $\frac{0}{0,000}$ x ($15,000,000 + $454,546) | = | 0 |
| $\frac{A^1}{B^1} \times D$ | : | $\frac{0,000}{0,000}$ x $14,000,000 | = | $ 2,545,454 |
| $\frac{E}{F} \times [(G + H + J + K)$ | : | $\frac{150,000}{300,000}$ x ($4,000,000 + $42,000,000 | | |
| $- (L + M)]$ | | + $3,600,000 + 0 - ($27,000,000 | | |
| | | + $1,500,000)) | = | $ 2,434,615 |
| | : | $\frac{0,000}{0,000}$ x $17,000,000 | = | $ 3,090,909 |
| P | ( | | = | 0 |
| | | | | $ 8,070,978 |
| Q | : | ,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 |
| $\frac{E}{F} \times [(G + H + J + K)$ | $\frac{200,000}{1,300,000} \times (\$4,000,000 + \$42,000,000$ | |
| $- (L + M)]$ | $+ \$3,600,000 + 0 - (\$27,000,000$ | |
| | $+ \$1,500,000))$ | = $ 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 | |

January 28, 1983 UNFINISHED BUSINESS 16233

# 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 | |

January 28, 1983 UNFINISHED BUSINESS 16235

# 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 | |
| | | | | | | | | | |
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(Continued from page 15664)

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.

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**Approval Given to Sale of Block 16 in Blighted Commercial Area Project North Loop.**

On motion of Alderwoman Barden the City Council took up for consideration the report of the Committee on Housing, City and Community Development deferred and published in the Journal of the Proceedings of January 18, 1983, pages 15514-15516 recommending that the City Council pass a proposed ordinance transmitted with the committee's report to approve the sale of Block 16 in Blighted Commercial Area Project North Loop.

On motion of Alderwoman Barden 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost.*

The following is said ordinance as passed:

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 Commerical Area; and

WHEREAS, 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 document 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.

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## MISCELLANEOUS BUSINESS.

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*Referred*--BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted a communication from Anthony N. Fratto, City Comptroller, under date of January 27, 1983, which reads as follows:

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at Nos. 2149-2159 West Jackson Boulevard which was authorized by ordinance passed December 15, 1982, page 14093, Council Journal.

On motion of Alderman Frost the bid submitted with the foregoing communication was ordered opened and read and was then *Referred to the Committee on Finance.*

The following is a summary of said bid:

*Nos. 2149-2159 W. Jackson Blvd.*

Earnest Gates, 307 S. Leavitt Street, Chicago, Illinois 60612:

Amount bid $5,760.00, deposit check $576.00 (Cashier's check).

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**Presence of Visitors Noted.**

Alderman Edward R. Vrdolyak, President Pro Tem., called the Council's attention to the presence of students of the sixth and seventh grades from Ashburn School (13th Ward), accompanied by their teacher, Ms. McDonald.

The visitors were warmly applauded and Alderman Vrdolyak invited them to attend future meetings.

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**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 Friday, the twenty-eighth (28th) day of January, 1983, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the ninth (9th) day of March, 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, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

**ADJOURNMENT.**

Thereupon Alderman Sheahan moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, March 9, 1983, at 10:00 A.M., in the Council Chamber in the City Hall.

WALTER S. KOZUBOWSKI,
*City Clerk.*